



May 21 - 23, 2012
 Boston Convention & Exhibition Center • Boston, MA

RULES & REGULATIONS

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1. Contract

These National Cable & Telecommunications Association (NCTA) Rules and Regulations have been expressly incorporated into the “NCTA Application/Contract for Exhibit Space” by that Agreement for The Cable Show 2012, to be held at the Boston Convention & Exhibition Center (BCEC), May 21-23, 2012.

Show Dates:

Monday, May 21, 2012	11:30 a.m. – 5:00 p.m.
Tuesday, May 22, 2012	11:00 a.m. – 5:00 p.m.
Wednesday, May 23, 2012	11:00 a.m. – 3:00 p.m.

Installation Dates:

Thursday, May 17, 2012	8:00 a.m. – 4:30 p.m.
Friday, May 18, 2012	8:00 a.m. – 4:30 p.m.
Saturday, May 19, 2012	8:00 a.m. – 4:30 p.m.
Sunday, May 20, 2012	8:00 a.m. – 4:30 p.m.
Monday, May 21, 2012	8:00 a.m. – 9:30 a.m.

Dismantling Dates:

Wednesday, May 23, 2012	3:00 p.m. – 10:00 p.m.
Thursday, May 24, 2012	8:00 a.m. – 5:00 p.m.
Friday, May 25, 2012	8:00 a.m. – 12:00 p.m.

Hall must be cleared by 12:00 p.m., Friday, May 25, 2012.
 All dates and times are subject to change.

2. Space Assignment Criteria

In order to qualify for the first round of exhibit space and executive suite assignments (NCTA members and non-members), a valid application/contract and deposit (50% of total booth cost) must be received at NCTA Convention Headquarters on or before October 14, 2011. Applications/contracts received after October 14, 2011 will be assigned on a first-come, first-served basis.

The first round of exhibit space and executive suite assignments will be based on NCTA membership category, size of space, placement number, date of receipt of completed contract, and correct deposit in the order described below:

- (A) NCTA Programmer, Associate and System Members in good standing receive first priority in the selection of exhibit space and executive suites. Booths and/or executive suites are assigned based on size of space and placement number.
- (B) NCTA Affiliate Members in good standing receive second priority. Booths and/or executive suites are assigned based on size of space and placement number.
- (C) Non-members who have previously exhibited receive third priority. Booths and/or executive suites are assigned based on size of space and date of receipt of completed contract and deposit.
- (D) Non-member applicants who have not previously exhibited at NCTA's Annual Convention and International Exposition, will receive fourth priority. Booths and/or executive suites are assigned based on size of space and date of receipt of completed contract and deposit.

Within each of the four categories listed above, space will be assigned based on size of booth and/or executive suite requested starting with the largest. Those companies requesting the same size of space will be assigned starting with the company who has the highest placement number and working down to the company who has the lowest placement number. If companies request the same booth size and/or executive suite and have the same placement number, they will be assigned space based on date of receipt of completed contract and correct deposit.

A company's placement number is determined as follows:

- 1) One point for each \$1,000 (or part thereof) of dues paid to the NCTA in the previous year
- 2) Five points for each year of continuous membership in the association
- 3) One point for every 100 square feet of space purchased since 1994
- 4) Three points for every year a company has exhibited since 1994

Placement numbers will be calculated prior to the assignment process. Each company may review their number only.

For wholly-owned subsidiaries of NCTA System Members who do not maintain Associate Membership or Programmer Membership in their own names and who choose to exhibit, there are no points given for dues dollars paid by their parent System Member. However, five points will be granted for each year of the subsidiary's ownership by the parent NCTA System Member.

Assigned exhibitors who wish to be notified of other possible locations that may become available, must submit in writing to NCTA Convention Headquarters their desire to be placed on the "move request list". If alternate space becomes available, NCTA Convention Headquarters will notify exhibitors in the order in which requests were received.

Transferring of Placement Number:

- (A) If an exhibitor is sold to a non-exhibiting company, the points acquired by the exhibitor transfer to the acquiring company.
- (B) If an exhibitor is sold to another exhibiting company and the two companies combine into one booth space, the surviving company retains the higher of the two placement numbers but not a combination of the two. NCTA/Show Management reserves the right to request documentation of the sale.
- (C) If an exhibitor is sold to another exhibitor and the two companies continue exhibiting independent of each other, each company retains its separate placement number. If at any time the two companies are combined into one exhibit space, the surviving company retains the higher of the two placement numbers, but not a combination of the two.
- (D) If a corporate name change occurs, the placement number will be transferred. It is the exhibitor's responsibility to notify NCTA of any such changes.

Please note:

- 1) When space is being assigned, NCTA/Show Management, at its sole discretion, will comply with “close to and away from” requests, to the extent that the requests do not compromise the assignment system and will not interfere with the success of the show.
- 2) If an exhibiting company did not exhibit for two consecutive years, their assignment will revert to the last exhibit assigned in their size category regardless of placement number.
- 3) Any subsequent reassignment of space is at the sole discretion of NCTA/Show Management. The exhibiting company understands and agrees to this option by signing the contract.
- 4) All dimensions and locations shown on the official floor plan are believed, but not warranted, to be accurate. Furthermore, NCTA/Show Management reserves the right to make such modifications, and to alter locations of exhibits as shown on the official floor plan to whatever extent deemed appropriate, as will be necessary to meet the needs of the Exhibitors, the exhibit program, and in the best interest of the show. The up-to-date floor plan is available at www.thecables.com. It is the responsibility of each exhibitor to periodically review the floor plan for updates and changes.

3. Payment and Cancellation Policy

- (A) Applications must be signed and accompanied by the required deposit (50 percent of total booth cost). Failure to comply with deposit requirements will delay the application processing and space assignment.
- (B) Payment in full for exhibit space and/or executive suite is due by March 23, 2012. Exhibitors failing to make the required final payment shall forfeit their right to participate as an Exhibitor and lose their deposit.

Deposits and payments may be made by check, wire transfer, ACH, or credit card. Credit card payments will be subject to a 3.5% surcharge.

NCTA Members in good standing must pay their 2012 annual dues by February 27, 2012. Failure to do so will result in a forfeiture of that company’s member benefits, i.e., the \$32.00 per square foot rate for space and they will be assigned (or reassigned) as a non-member and invoiced at the non-member rate (\$50.00 per square foot).

(C) **Exhibit Space Rates:**

- NCTA Members: \$32.00 per square foot
- Non-Members: \$50.00 per square foot

(D) **Executive Suite Rates:**

	TSF	NCTA Members	Non-Members
20' x 20'	400	\$55,000	\$65,000
20' x 30'	600	\$70,000	\$85,000
30' x 30'	900	\$90,000	\$110,000
30' x 40'	1,200	\$110,000	\$130,000
40' x 40'	1,600	\$150,000	\$178,000
50' x 50'	2,500	\$195,000	\$238,000
50' x 60'	3,000	\$220,000	\$275,000

(E) **Economy Suite Rates:**

	TSF	NCTA Members	Non-Members
10' x 10'	100	\$12,000	\$13,500
10' x 20'	200	\$18,000	\$22,500
10' x 30'	300	\$25,000	\$30,000
20' x 20'	400	\$38,000	\$45,000
20' x 30'	600	\$50,000	\$60,000

- (F) Should an Exhibitor cancel from the Exposition, the following shall apply:
1. If an Exhibitor cancels between time of application and December 2, 2011, only amounts in excess of 25 percent of the total cost of booth space will be refunded.
 2. If the exhibitor cancels between December 2, 2011, and March 23, 2012, only amounts in excess of 50 percent of the total cost of booth space will be refunded.
 3. If the Exhibitor cancels or downsizes after March 23, 2012, no refunds will be allowed. However, if all available booth space is sold at no additional expense to NCTA/Show Management, 50 percent of the total cost of booth space will be refunded approximately thirty (30) days after the Convention.
- (G) Cancellation must be received in writing by NCTA/Show Management. The date on which the notice of cancellation is received shall apply as the official date of cancellation.
- (H) Upon notification of cancellation or violation by the Exhibitor of any of the payment or other contract terms, NCTA/Show Management has the right to re-sell the space vacated without obligation for refund to the Exhibitor except as noted in paragraph F, 1-3, above.
- (I) Exhibit space and/or executive suite assigned shall be deemed acceptable by the Exhibitor unless reflected in writing within ten (10) days from the date of NCTA/Show Management's confirmation (date shown on official confirmation letter). After space has been confirmed and accepted, a reduction in space will be subject to an administrative fee equivalent to 15% of the total cost of the booth space originally reserved. Reduction in space will result in relocation of exhibit space at the discretion of NCTA/Show Management.
- (J) NCTA may cancel this Agreement without any liability to NCTA/Show Management and return all monies paid by the Exhibitor in connection with the rental of booth space in the event that acts of God, war, terrorism, government regulation or condemnation, disaster, strike, civil disorder, curtailment of transportation facilities, unavailability of accommodations, or any other event, any of which are substantially disruptive to NCTA's ability to conduct the Show or which make it illegal, impossible, impractical or imprudent to hold the Show.
- (K) All deposits or payments made under this Agreement must be made in United States dollars and any other negotiable instruments must be drawn upon a United States Bank.

4. Service Order Kit/Exhibitor Service Desk

A Service Order Kit containing general and technical information regarding the Exposition, the facilities of the Exposition site, instructions, rates and pertinent information regarding the services of the official contractors will be provided on or about January 27, 2012.

An official contractor Exhibitor Service Desk will be maintained throughout the Exposition's installation, operation, and dismantle period. All available services not ordered in advance will be procured through the Exhibitor Service Desk.

5. Shipping/Handling & Receipt of Freight

The Official Materials Handling Contractor, for the receipt of the exhibit materials and delivery of these materials to the exhibit space, will be designated in the Service Order Kit. Shipment of exhibit materials, whether by motor freight (common carrier) or air, should be forwarded in accordance with the specific instructions given in the Service Order Kit.

The Official Materials Handling Contractor will have complete control of all dock and loading facilities. They will receive all direct and advance shipments and van loads, handle all freight and provide all rigging, labor and equipment.

6. Targeted Freight

The Exhibit Hall will be broken down into one-half (1/2) day increments to allow for a timely move-in of Exhibitor's freight.

A targeted freight check-in schedule will be established which will list the date and time that an Exhibitor's freight is scheduled to be checked in at the convention. Each Exhibitor will be notified of their scheduled date and time. The targeted freight schedule is for the move-in of exhibit and display materials/equipment only. Exhibitors are not required to begin setting their display at this time.

Exhibitors that do not check in by their published check-in time will be unloaded after all targeted freight for that day. Additionally, overtime rates will be incurred. Other costs will also be incurred if it is necessary to move previously unloaded freight to accommodate an Exhibitor's late freight.

Exhibitors unable to adhere to their assigned targeted time or those needing special consideration, must make special arrangements with the Official Materials Handling Contractor no less than 30 days prior to their originally scheduled target date.

7. Official Contractor Services

NCTA/Show Management designates official contractors to provide all show services to the Exhibitor. The Exhibitor shall provide only the material and equipment which he owns and is to be used in his exhibit space. All other items used in the booth are to be provided only by the official contractors.

No exception will be made for services such as electrical, plumbing, telephone, security, cleaning, materials handling and rigging, the designated contractor must be used.

8. Exhibitor Appointed Contractors (EAC)

An Exhibitor Appointed Contractor (EAC) is any company other than the designated official contractors listed in the Service Order Kit, who provides a service (display installation and dismantling, models, florists, photographers, audio visual, etc.) which requires access to an Exhibitor's display any time during installation, show dates or dismantling.

Exceptions to using the official contractors will be at the sole discretion of NCTA/Show Management and will be granted only if such exceptions do not interfere in any way with the success of the Show or with the orderly installation, interim services, or dismantling of the exhibit. An exception will not be granted if it is inconsistent with the commitments made and obligations assumed by NCTA in any contract with service contractors, or in its lease with the BCEC.

Exceptions to the use of NCTA official contractors will be considered by NCTA/Show Management only when the Exhibitor has completed the following:

- (A) The Exhibitor is responsible for advising NCTA/Show Management of the name, address and contact name for its proposed Exhibitor Appointed Contractor (EAC) by submitting a letter on company letterhead or the Work Authorization Request Form included in the Exhibitor Forms Packet for each company being used. Please note: All Work Authorization Request Forms or letters of intent must include an original signature and be from the Exhibiting Company. Work Authorization Request Forms and/or letters of intent will not be accepted from Exhibitor Appointed Contractors. It is also the responsibility of the exhibiting Company employing an EAC to provide insurance to cover the activities of said EAC. (See item B below.)

DEADLINE: APRIL 27, 2012, Eastern Time

Indemnification: Exhibitor agrees at all times during the term of this Agreement to indemnify and hold harmless NCTA/Show Management and the BCEC, from and against any and all Bodily Injury or Property Damage liability claims (including reasonable attorney's fees), arising out of or occasioned by operations performed by Exhibitor, its contractors, sub-contractors, employees or agents, except for occurrences or accidents caused by the sole negligence of NCTA/Show Management and the BCEC.

- (B) All exhibiting companies agree to carry insurance as follows: Coverage must include workers compensation/ employers liability of \$1,000,000, and comprehensive general liability insurance of \$1,000,000, and commercial automobile liability insurance of \$1,000,000. The workers compensation and employer's liability insurance must provide a minimum limit of \$1,000,000 and meet the requirements established by the state of Massachusetts. NCTA/Show Management and the BCEC must be named as additional insured on all such policies. Exhibitors shall also obtain liquor liability insurance if Exhibitors intend to host any events where alcohol is to be served or if Exhibitors intend to serve alcohol. NCTA/Show Management will not be responsible in any way for any injury or damage incurred as a result of the service or consumption of alcoholic beverages by Exhibitors, or the Exhibitor's guests, observers, directors, officers, agents or employees.

- (C) All employees, representatives or agents representing the Exhibitor must be fully identified by the official NCTA badge.

Should you utilize an Exhibitor Appointed Contractor for any service, you agree to indemnify and hold harmless NCTA/Show Management and the exhibit facility from any act or situation which would cause NCTA/Show Management and the exhibit facility to become liable or suffer losses, damages, injuries, claims, demands and expenses including legal expenses, due to the presence or actions of the Exhibitor Appointed Contractors.

9. Height Limitations

The following height restrictions will be in effect for all areas of the exhibit hall during the NCTA Convention:

(A) Island Exhibits

Island exhibits (20' x 20' or larger) are subject to the overall 16' height limitation within the exterior 50% and 22' within the interior 50% for exhibitry, booth construction and for logos/company identification (see below for details). **Under no circumstances can any exhibitry, logos, advertising or company identification exceed the height limitation.**

- 1) 16' limitation (exterior 50% of booth space) for booth construction and logos/company identification.
- 2) 22' limitation for booth construction and logos/company identification (**occupying 50% of interior exhibit space**).

Interior 50% example: 40' x 50' space - 12' 6" in from each end (on the short side) and 10' in from each side (on the long side). See schematic for details.

(B) In-Line Exhibits

Exhibits/displays will be placed in the area not more than 4' forward from the back wall of the booth, up to a height not to exceed 12' from the exhibit floor. All parts of the exhibit/display in any portion of the booth beyond 4' from the booth back wall shall not exceed the height of the dividing side rails (3'). **In-line exhibits may not have enclosed conference rooms.**

(C) Equipment

Special Height Limit Rules and Exceptions: When displaying equipment that is germane to the exhibit, but exceeds the height limitations, a waiver may be granted by NCTA/Show Management. The product must not block any other exhibit and must therefore be displayed as follows: a) Within an island booth, and; b) In a booth located against a perimeter wall of the convention hall. A request for a waiver must be accompanied by a floor plan depicting the exception.

When equipment products are used in an exhibit, they are for display purposes only and may not be operated.

If there is any question that any part of an Exhibitor's exhibit might not satisfy any of NCTA's requirements, the Exhibitor must submit an explanation, in writing, accompanied by a scale drawing of such exhibit, to NCTA Convention Headquarters no later than March 23, 2012, for approval, rejection or adjustment of the exhibit as deemed necessary by NCTA/Show Management.

Any portion of any exhibit exceeding or not in compliance with the above restrictions which has not been granted a waiver will be ordered dismantled immediately, whether noted before or during the Exposition. It shall be the sole discretion of NCTA/Show Management to determine whether any exception to the height limitations will be granted, and no such exceptions shall be permitted unless NCTA/Show Management has so agreed in writing.

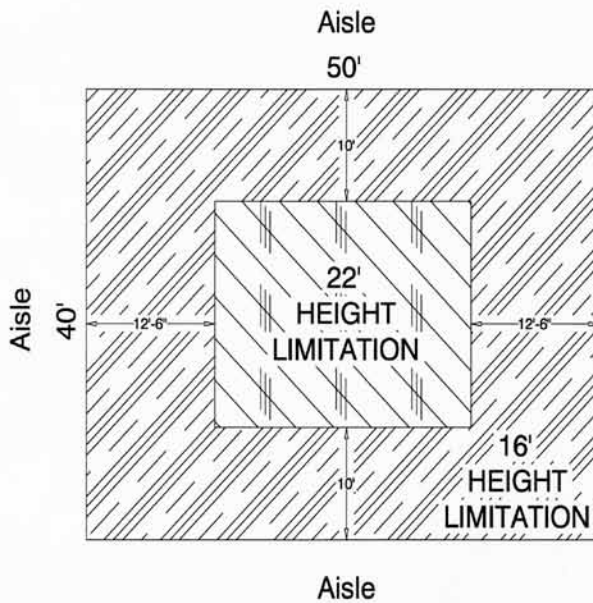
10. Booth Design

(A) General

- 1) All unfinished parts of a display/exhibit that are exposed and facing an aisle or neighboring Exhibitor must be draped at the Exhibitor's expense.
- 2) The city of Boston has unique booth permit requirements for building structures used for exhibit purposes. Detailed information will be contained in your Service Order Kit.
- 3) **Double decker exhibits are strictly prohibited under all circumstances. Exhibits referred to as multi-story are also strictly prohibited.**
- 4) All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA) and are encouraged to be sensitive, and as reasonably accommodating as possible, to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line (800) 514-0301 and from website www.usdoj.gov/ada/infoline.htm.

Island Exhibits
Example: 40'X50' Space

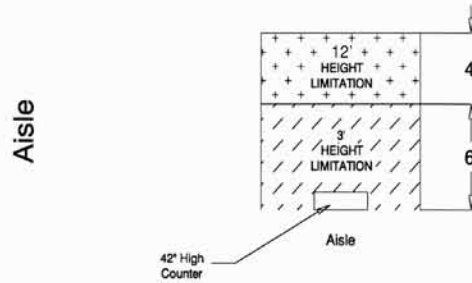
Interior 50% - 22' Height Limitation



Exterior 50% - 16' Height Limitation

In-Line Exhibits
Example: 10'X10'

The 12' Height Restriction Applies to the Back 4' of the Booth.
 The 3' Height Restriction Applies to the Front 6' of the Booth.



(B) Island Exhibits (20' x 20' or larger)

- 1) Logos/company identification will be back-lit or lighted using lights mounted on truss. NO flashing lights are permitted. Rotating signs hung above 16', must be contained within the interior 50% of the exhibit space. See section 9 for definition of the interior 50% of booth space.
- 2) Booths shall be combined to form larger exhibits. Aisles will be crossed to form larger space except those aisles marked in red and designated as exhibit hall entrance aisles. Special Note: Aisles marked in red and not designated as exhibit hall entrance aisles, will be made part of your space and you can carpet those aisles with prior written approval from NCTA/Show Management. However, no product, equipment or identification can be placed in these aisles marked in red. These aisles also cannot be "bridged" with any type of overhead construction or identification.
- 3) Booth dimensions that run along the main aisle of the exhibit floor must have the shorter length on the main aisle. For example, if a booth is 40' x 70', the 40' dimension will be fronted on the main aisle.
- 4) Exhibitors (including Executive and Economy Suites on the Show Floor) utilizing solid wall construction on the outside perimeter of their island exhibit, must have at least 25% of each solid wall open or the solid wall must be constructed of clear Plexiglas. THE EXHIBITS BEHIND THE DISPLAY WITH THE SOLID WALL MUST BE VISIBLE FROM EITHER INSIDE THE EXHIBIT PROPER OR FROM AT LEAST ONE ADJACENT AISLE (IF THE OPEN PORTION IS ON AN END). This rule applies only to the outside perimeter and up to the 16' level.

Please Note: The outside perimeter is defined as falling within 3' of the outermost portion of the contracted space.

Vehicles (tractor trailers, buses, vans and automobiles) may only be displayed in an island exhibit and centered within the space.

Should an exhibit, in the judgement of NCTA/Show Management, substantially block a neighboring exhibit, whether in compliance with the letter of this rule or not, it will be deemed in violation of this rule; and the exhibitor will be directed to remove the obstruction at the discretion of NCTA/Show Management.

A waiver may be granted provided that the exhibit is located on the exterior of the exhibit floor (last row of booths in any direction) and is not blocking sight lines to other exhibitors.

(C) In-Line Exhibits (booths in 10' x 10' increments)

- 1) All logos/company identification of in-line booths must face the numbered aisle.
- 2) Any in-line exhibits (booths in 10' x 10' increments) with back walls in excess of 8' must finish portions 8' and up. Unfinished portions of the booth will be draped at the Exhibitor's expense.
- 3) NCTA/Show Management shall provide to each Exhibitor contracting for in-line booths, without charge, an exhibit booth consisting of curtained back wall 8' in height and dividing side rails 3' in height. A standard two-line identification sign giving company name, city, state and booth number is also provided. **Carpeting will not be provided but each exhibitor must either bring their own carpet or rent carpet from the General Services Contractor.**
- 4) In-line booths will not have lighting truss, hanging signs or stabilizing wires above their exhibit.

(D) Equipment

Exhibitors utilizing a vehicle must comply with all height restrictions.

(E) Hanging Signs/Light Truss/Stabilizing Wires

- 1) Other than light trusses, hanging signs or stabilizing wires, nothing shall be hung, attached or suspended from the BCEC ceiling, walls, columns or trim. No part of any exhibit (with the exception of light trusses, hanging signs or stabilizing wires) can be suspended from or attached to any part of the building.
- 2) Requests for hanging light trusses, hanging signs, and/or stabilizing wires will be approved if received in writing with appropriate schematics by NCTA/Show Management no later than March 23, 2012.
- 3) Hanging signs must comply with height limitations as detailed in Section 9. Light trusses and/or stabilizing wires cannot have any company identification or logos above the 22' and 16' height limitation. Images projected onto light trusses, facility walls or ceiling are strictly prohibited. Lights can be used only to illuminate areas within the contracted space. Light trusses/lights may not exceed the boundaries of the exhibitor's contracted space.
- 4) Special Guidelines for Hanging Signs: All hanging signs must be of a nature and material that does not detract from the overall look of the Exposition. Unframed banners, damaged or weathered signs, and/or logos will not be approved.

11. Fire Safety

(A) Fire regulations require all display material used for decoration to be flameproof. Compliance with this regulation is the sole responsibility of the Exhibitor. All electrical equipment, including signs and lights, shall be in good operable condition and able to pass the inspection of the local Fire Inspections Bureau. Each Exhibitor agrees to be knowledgeable of and to comply with all applicable federal, state, and local laws, ordinances and regulations, including, but not limited to, laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in the Exposition.

- (B) The use of flammable materials necessary to the purpose of the exhibit, where no other alternative can be used, must receive the express written approval of the local Fire Inspections Bureau and a copy of such written approval must be sent to NCTA/Show Management no less than ninety (90) days before the Exposition's opening.
- (C) The BCEC requires, and the Exhibitor must comply with, the following for all enclosed booths (with ceilings):
- 1) The exhibiting company must provide a 10-lb. ABC-NFPA approved fire extinguisher in the booth. This extinguisher should be in the area of enclosure at all times. Staff in this area should be trained in its usage. One extinguisher is recommended for each 200 square feet of enclosed area.
 - 2) The exhibiting company must install an audible smoke detector inside enclosed areas (one detector per 200 square feet) at all times.
 - 3) Exhibits with ceilings over 200 square feet must have a posted certificate of fire retardancy.
- (D) Vehicles: All cars, trucks, or other type of fuel powered engines on display must have the least amount of fuel possible (between 2 gallon in the tank and empty; enough to drive into the building and drive out safely). The gas cap must be a locking type. Batteries must be disconnected while on display. Ignition keys for vehicles on display shall be kept by a responsible person at the display location for removal of such vehicles from the building in the event of an emergency.

12. Exhibit Standards

NCTA/Show Management shall have the right to prohibit any exhibit or part of an exhibit which in their opinion is not suitable to or in keeping with the character or purpose of the Exposition. Questionable exhibits shall be modified at the request of NCTA/Show Management. NCTA/Show Management reserves the right to interpret and remove from the Official Exposition program materials, advertising or literature which they feel would be in "bad taste" if such materials were displayed.

Materials, advertising or literature which includes "themes" or "shows" relative to sexuality, nudity or other content that would be, in the opinion of NCTA/Show Management, considered "X" rated is strictly prohibited.

Exhibitors using costumed persons or mannequins must see to it that the appearance and dress of these personnel do not offend even the most critical. The decision of acceptability rests solely with NCTA/Show Management.

13. Use of Space/Prohibitions

- (A) **Booth Professionalism:** Exhibitors shall reflect the highest standard of professionalism while maintaining the booth during Exposition hours. The booth must be maintained by at least one company representative at all times during the Exposition's operation.
- (B) **Booth Demonstrations:** All demonstrations, exhibits and visitors must be confined to the contracted space. No overflow into the aisles will be permitted, due to fire regulations. Additionally, exhibiting companies will not take delegates off site for purposes of a product demonstration or hospitality function during the hours when official NCTA functions are taking place.
- (C) **Live Demonstrations:** Only live demonstrations or entertainment germane to the product or service of the exhibiting firm are permitted within assigned booth space.
- (D) **Industry Exhibits:** Space is leased under the definite pledge that the Exhibitor will present an exhibit germane to the industry and of interest and/or educational value.
- (E) **Strolling Entertainment:** The use of strolling entertainment is strictly prohibited. All entertainment must be within the confines of the contracted exhibit space.
- (F) **Distribution of Samples/Souvenirs:** Distribution of samples/souvenirs is permitted only from the contracted exhibit space. See Paragraph 17 for clarification of food and beverage distribution.

- (G) **Direct Sales:** Exhibitors are prohibited from making direct sales on the exhibit floor.
- (H) **Blinking/Flashing Lights:** Exhibitors are prohibited from using blinking/flashing lights.
- (I) **Projection Image and Light Bleed Control:** The Exhibitor shall, by construction or light containment, confine the spread of all light sources to the Exhibitor's contracted space.
- (J) **Non-Exhibiting Company Products:** Products of firms not exhibiting will not be displayed or advertised in any exhibit area or elsewhere in the convention hall. (See Section 16 for further explanation.)
- (K) **Helium:** Lighter than air filled (i.e., helium) items are forbidden on the exposition floor.
- (L) **Live Animals:** No animals, reptiles, birds, fish or insects will be used as part of any exhibit.
- (M) **Decals/Stickers:** Adhesive backed decals and stickers will not be given out within or on the premises of the convention center.
- (N) **Decorative Items:** Use of glitter, confetti, smoke, and similar decorative items is not permitted on the exhibit floor.
- (O) **Double Decker/Multi-Story Exhibits:** Double decker exhibits are strictly prohibited under all circumstances.
- (P) **Copyrighted Music:** Any Exhibitor using copyrighted music assumes the entire responsibility for its use and for obtaining the appropriate permission and payment of any fees associated with its use. Exhibitor further agrees to protect, indemnify, defend and save the National Cable and Telecommunications Association, Show Management, the management of the exhibit facility and the service contractors and their respective employees and agents harmless against all claims, losses or damages, governmental charges or fines and attorney's fees arising out of or caused by Exhibitor's use of said copyrighted music.
- (Q) **Off-Floor Promotions:** In the best interest of the Exposition and all exhibiting companies, NCTA/Show Management will establish a "No Promotion Zone" to include the BCEC and its surrounding streets, and all NCTA official hotels where no off-floor promotional activities will take place, e.g., live bands, displays, entertainment, bill boards (stationary or mobile), banners, posters, balloons, material distribution, etc. This prohibited zone will be furnished in the Exhibitor Service Order Kit and supercedes any local business or governmental authority. Failure to comply with or to rectify violations of the "No Promotion Zone" regulation will result in a loss of priority points. The decision on loss of priority points resulting from non-compliance of the "No Promotion Zone" rests solely with NCTA/Show Management. Signature by the primary Exhibitor on the Application/Contract for Exhibit Space constitutes an acknowledgement and agreement.

Failure to comply with the above or with any of the terms in this contract will grant NCTA/Show Management the right to remove the company from the Show without any recourse for any reason, including, but not limited to, loss of sales, damages of any nature or disengagement.

14. Sound Level Restrictions

A strict maximum sound level of 85dbs will be maintained on the exhibit floor.

Live Bands/Performances with or without Amplified Music: Should an Exhibitor determine that the use of a live band/performance with or without amplified music is germane to their exhibit, then the use of this medium must be limited to intervals of 12 minutes in duration with no less than 48 minutes between performances. **A sound level of 85dbs must be maintained by all exhibiting companies regardless of medium (i.e. video walls, recorded music, etc.) or activity.** All speaker amplification must be turned to the interior of the booth and must be a minimum of 5' from any aisle. **PERFORMANCES ARE TO THE EXHIBITOR'S CONTRACTED BOOTH SPACE. Marching bands are strictly prohibited.**

Demonstrations found to be objectionable to sound levels will be shut down. The decision on what is distracting rests solely with NCTA/Show Management. The Exhibitor acknowledges and accepts that NCTA/Show Management has full authority to disconnect power to their sound system or display area should the exhibitor fail to comply with this rule. Any cost connected with this forced compliance will be at the Exhibitor's expense.

The procedure for closing displays will be as follows:

NCTA/Show Management will be monitoring the decibel level of each individual exhibiting company during show hours.

Measurements will be taken at a distance of no greater than 10' from the offending display.

FIRST WARNING: After measuring the continuous emission of a decibel level of greater than 85db, following a complaint being registered by either a spectator, a neighboring exhibitor, or personal observation by NCTA/Show Management, the Exhibitor shall be issued a warning indicating a violation has occurred and instructing the Exhibitor to immediately turn down the volume.

SECOND WARNING: After measuring the continuous emission of a decibel level of greater than 85db, following a second complaint being registered by either a spectator or neighboring exhibitor, or personal observation of NCTA/Show Management, the Exhibitor's power source shall be shut off for a maximum of one (1) hour. In addition to loss of power, the Exhibitor will lose 5% of their priority points for the next exhibit space assignment for NCTA's Convention and Exposition in which the Exhibitor participates.

THIRD WARNING: After measuring the continuous emission of a decibel level greater than 85db, following notification of a third complaint being registered by either a spectator, a neighboring exhibitor, or personal observation of NCTA/Show Management, the Exhibitor's power source shall be shut off for the remainder of the show. There will be no refund, in whole or part, of any exhibit fees.

15. Install/Dismantle of Exhibit

(A) In order to ensure the timely opening of the exhibition, the installation of all exhibits must be complete by 5:00 p.m. on Sunday, May 20, 2012. This includes, but is not limited to the following:

- 1) All crates must be labeled empty.
- 2) All give-away items generating trash must be in place and secured within the confines of the Exhibitor's contracted space.
- 3) All gang boxes, ladders and work tables must be removed from the aisles and confined within the Exhibitor's booth.

(B) The Exhibitor agrees that failure by their company or their Exhibitor Appointed Contractor to adhere strictly to this deadline will result in either additional charges being levied for freight, labor, security or janitorial services to accomplish this set-up deadline; or the Exhibiting Company will lose 5% of their placement points for the next NCTA Convention and Exposition in which the Exhibitor participates, or both. Decision rests solely with NCTA/Show Management.

(C) If trash is generated after 9:30 a.m., Monday, May 21, 2012, and/or after the show opens, the Exhibitor agrees that they will arrange for porter service at the Exhibitor Service Center and be responsible for payment of same.

(D) Early removal of equipment prior to the show closing is strictly prohibited. Exhibitors will not be permitted to remove any of their show equipment or display materials from the Facility between the opening or closing of the exposition without special permission in writing from NCTA/Show Management.

(E) Should the Exhibitor fail to remove the exhibit from the BCEC, the removal will be arranged by NCTA, without any liability of any kind to NCTA/Show Management, at the Exhibitor's expense.

(F) At the close of the show, the Exhibitor must surrender the exhibit booth area in the same condition the booth area was in at the time of initial occupancy. If an Exhibitor fails to surrender a booth area in the same condition in which it was received, such Exhibitor shall be liable for the expenses of repairing the booth area to the original condition.

(G) NCTA/Show Management reserves the right, at the Exhibitor's expense and without any liability of any kind to NCTA/Show Management, to rearrange or remove displays not conforming to these requirements, without itself incurring any liability, and to bill and hold the Exhibitor liable for any and all charges incurred.

16. Booth Sharing/Program Listing

- (A) A \$2,000 share fee will be charged and a share contract will be required for each joint venture or partnership sharing space with a primary exhibitor. Wholly-owned subsidiaries of the primary exhibitor who do not maintain an Associate or Programmer Membership in their own names are subject to this fee. Share companies will receive a separate program listing, an individual allotment for exhibit personnel badges and an individual housing block.
- (B) No Exhibitor shall assign, sublet or share the whole or any part of their space, or assign any of their other rights under this Agreement, unless assignee is a partnership, subsidiary, or joint venture with contract holder and is an integral part of the product presentation without the written consent of NCTA/Show Management; neither shall any Exhibitor delegate any of its duties under this agreement without the written consent of NCTA/Show Management.
- (C) Any unapproved shares will be subject to this fee on site or exhibitry will be removed at the Exhibitor's expense.

17. Distribution of Food and/or Beverage

Any exhibiting company may distribute food and beverage from their contracted exhibit space if they comply with the following restrictions:

- (A) Exhibiting companies must maintain their own individual booth cleaning.
- (B) All food and beverage must be ordered through the BCEC's exclusive catering company.
- (C) All food and beverage distribution must be contained within contracted exhibit space and must be served in non-breakable containers. Food is limited to sample size portions and must be prepared and ready to serve prior to distribution (i.e., no cooking on the exhibit floor). A waiver will be granted to companies who provide food-related programming. Warming utensils (chafing dishes) are allowed, provided their use complies with the local fire code and provided that the Exhibitor makes certain that some person in the exhibit booth is designated to watch the warming utensils to protect against any fire hazards. Cooking devices, stoves, hot plates, microwave ovens are not allowed on the exhibit floor.

18. Security Liabilities/Insurance

As an Exhibiting firm, we the Exhibitor, for ourselves and for any person or entity occupying or sharing the contracted exhibit space (even if in violation of Agreement with the Exposition Management or the Exposition Rules), our agents, employees, contractors, representatives or guests (together "participants") assume and agree to indemnify, protect, save and hold harmless NCTA/Show Management and the exhibit facility, its agents, employees, contractors or representatives from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature arising out of or due to our or any participant's participation or presence in the Exposition during the installation period, show hours, closed hours or dismantle period.

The Exhibiting Firm agrees to carry insurance for single limit coverage of not less than one million dollars (\$1,000,000) for their employees, agents, contractors, representatives and guests present at the Show as follows: This must include workers compensation/ employers liability of \$1,000,000, comprehensive general liability insurance of \$1,000,000, and commercial automobile liability insurance of \$1,000,000. The workers compensation and employers liability insurance must provide a minimum limit of \$1,000,000 and meet the requirements established by the state of Massachusetts. NCTA/Show Management and the BCEC must be named as additional insured on all such policies. Comprehensive general liability is acceptable to meet the above requirements. Exhibitors shall also obtain liquor liability insurance if Exhibitors intend to host any events where alcohol is to be served or if Exhibitors intend to serve alcohol. NCTA/Show Management will not be responsible in any way for any injury or damage incurred as a result of the service or consumption of alcoholic beverages by Exhibitors, or the Exhibitor's guests, observers, directors, officers, agents or employees.

- (A) NCTA/Show Management will provide access and crowd management personnel during the installation, show hours, and dismantling of the exposition. The furnishing of these access personnel shall not increase the liability of NCTA/Show Management. It is the sole responsibility of the Exhibitor, and the Exhibitor only to provide security for individual exhibit, property, as well as for their employees, agents, representatives, and guests. The Service Order Kit will contain an order form for securing additional security personnel as required and/or desired by the individual exhibiting company. Security services

are provided by an exclusive contractor. Other than full time employees of the exhibiting company, no other security company will be allowed into the exhibit hall to provide this service. Should you choose to use a company employee for booth security, the exhibiting company must obtain a Special Time Work Permit from the NCTA Security Office. After show hours, only those Exhibitors properly identified and with prior permission of NCTA/Show Management will enter the exhibit area.

- (B) Neither NCTA/Show Management, nor the exhibit facility, their members, nor the representatives and/or employees thereof shall be responsible for injury, loss, or damage that will occur to the exhibit, to the Exhibitor's employees or agents, or to the Exhibitor's property, from any cause whatsoever, prior to, during, or subsequent to the Exposition. Injury or damage to the Exhibitor's employees, agents, and property is the Exhibitor's own responsibility, and NCTA/Show Management will not be liable for any such injury or damage. Exhibitors are advised to add on to their existing insurance a portal-to-portal rider, protecting themselves against the loss/damage to their materials by fire, theft, accident, etc.
- (C) NCTA/Show Management, and their directors, officers, agents and employees, will not be liable for failure to hold the Exposition as scheduled if the Exposition is cancelled because of fire or any act of God, or the public enemy, or strike or epidemic or any law, or regulation, or public authority, or acts of terrorism, any of which make it impossible or impractical to hold the Exposition, including, but not limited to, the availability of lodging accommodations and the sufficiency of transportation facilities to ensure the success of the Show. Payments for exhibit space will be refunded in that event, provided, however, that any expenses incurred by NCTA in connection with the Exposition or its cancellation will be deducted from those payments if the Exposition is cancelled prior to the opening date.
- (D) Each Exhibitor shall be liable for and agrees to defend, indemnify, and hold harmless NCTA, its directors, officers, agents, and employees and Show management and its directors, officers, agents, and employees from and against any and all claims, damages, causes of action, liability and judgments arising out of or relating to this Agreement. This indemnity shall include, but shall not be limited to, the costs of investigating or defending against any claims, demands, or causes of action (including attorney's fees and costs of litigation); the amounts of any findings of liability against NCTA or Show Management. Notwithstanding anything in the foregoing, nothing in this Agreement shall be construed to deprive NCTA of the right, in its sole discretion, to select counsel to defend NCTA, or to deprive Show Management of the right, in its sole discretion, to select counsel to defend Show Management, against any and all such claims, demands, causes of action, liability, and judgments. In addition to the above, Exhibitors shall be liable for any and all damage caused to individuals or property occurring in connection with the Show, unless such damage is caused by NCTA/Show Management's gross negligence. The limitations on NCTA/Show Management's liability under this contract specifically include, but are not limited to, the following:
- NCTA/Show Management shall not be liable for the acts of omission of the directors, officers, agents and/or employees of the Los Angeles Convention Center, the service contractors, the materials handling contractors, the official contractors, the Exhibitor Appointed Contractors (EAC), other Exhibitors, attendees, or any other persons or parties.

19. Executive Suites on the Show Floor

Executive Suites that are 20' x 20' or larger may be located either in the Executive Suites area or on the main exhibit floor.

All Cable Show Exhibitor Rules and Regulations will be in effect for companies utilizing the Executive Suites with the following exceptions and additions.

- (A) No live performances, public celebrity appearances or mass premium distribution will be allowed in Executive Suites area, with the exception of those suites located on the show floor.
- (B) No hanging signs are permitted in the Executive Suites area.
- (C) No equipment or props are permitted outside of an Executive Suite.
- (D) In the Executive Suites area only, the following extended hours apply:
- | | |
|-------------------------|-------------------------|
| Monday, May 21, 2012 | 11:30 a.m. to 7:30 p.m. |
| Tuesday, May 22, 2012 | 7:30 a.m. to 7:30 p.m. |
| Wednesday, May 23, 2012 | 7:30 a.m. to 3:00 p.m. |
- (E) Executive and Economy Suites must be staffed during official show hours.

20. Signal Interference

All hardware capable of RF signal leakage shall be installed and operated according to prudent industry and engineering standards applicable to such installations and operations. All electronic devices at a minimum shall comply with FCC RF signal leakage rules contained in parts 15 and 76 of the current FCC Code of Federal Regulations as applicable.

All Exhibitors will cooperate in the isolation and elimination of RF signal interference as a result of signal leakage. Exhibitors shall bring all suspected cases of RF interference to the attention of NCTA/Show Management. All Exhibitors agree to work with NCTA Show Management to use their best efforts to quickly resolve any cases of RF interference.

Exhibitors using equipment suspected of RF signal leakage in excess of FCC limits and causing interference will be required to shut down at the request of the technical coordinator.

21. Publication Bins

All trade press periodicals, journals and literature must be distributed from the Official Publication Bins. For more information, please call NCTA Convention Headquarters at (202) 463-7905.

22. Distribution of Promotional Materials Outside the Exposition Facility

NCTA/Show Management must approve the distribution of any and all promotional materials intended for distribution in the guest-rooms of the official convention hotels. Companies distributing their materials in this fashion without prior approval of NCTA/Show Management will be subject to forfeiture of their exhibit space without refund. Distribution, although authorized by NCTA/Show Management, is subject to individual host hotel restrictions. Please refer to the Sponsorships and Advertising Opportunities brochure for additional information.

23. Scheduling of Press Conferences

Press conferences will be scheduled in the Convention facility within the specified time slots. All press conferences must be approved and coordinated through the NCTA Communications Department (202-222-2350). Requests must be in writing to NCTA Communications Department, 25 Massachusetts Avenue, NW, Washington, DC 20001.

24. Special Functions

Exhibitors agree that their sponsored activities will not conflict with NCTA Convention hours, program sessions, or NCTA sponsored hospitality functions.

In order to coordinate the scheduling of special functions, all requests for these functions must be submitted in writing to NCTA Convention Headquarters. Assignment of space for special functions is subject to availability and date of receipt of the written request. Such functions will in no way interfere with the success of the Show. What constitutes interference with the success of the Show shall be determined at the sole discretion of NCTA or its Show Management.

25. Admission Policy

NCTA/Show Management shall have sole control over admission to the exhibit area. All persons visiting the exhibit area will be admitted according to the rules and regulations of the Exposition as contained on the official registration form. **Admittance prior to or after the official show hours must be coordinated through and approved by NCTA/Show Management. There will be charges for additional security that will be the responsibility of the requesting party.**

NO admittance will be granted to any individual under the age of 16, regardless of relation, affiliation or circumstance. The only exception will be booth talent (i.e., models, actors, singers, etc.) or pre-approved, pre-organized groups. Any exceptions must be approved in advance by NCTA/Show Management.

26. Dispute Resolution

- (A) Any controversy or claim relating to the Show shall be settled in the District of Columbia according to the laws and procedures of that jurisdiction. By applying for qualification in the Show, applicants agree to submit to the courts of the District of Columbia.
- (B) If any term of this Agreement is held by a court to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement shall retain their full force effect and shall in no way be affected, invalidated, or impaired.

27. Interpretation of Statement

- (A) **Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further or future rights hereunder.
- (B) **Captions and Headings.** The section captions and headings used in this Agreement are provided for convenience only and shall not be construed as limitations on the scope of this Agreement taken as a whole or on the particular sections to which the captions or headings refer.
- (C) **Words.** Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural where the sense requires.

28. Amendments to Regulations

Any and all matters and questions not specifically covered by the articles in this contract shall be subject to the decision of NCTA/Show Management. The aforementioned items covered by this contract may be amended at any time by NCTA/Show Management in the best interest of the Exposition, and written notice thereof shall be binding on Exhibitors.



May 21 - 23, 2012
Boston Convention & Exhibition Center • Boston, MA
www.thecableshow.com

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