



2023 IEEE MTT-S INTERNATIONAL MICROWAVE SYMPOSIUM

Exhibition Dates: 13-15 June 2023 • San Diego, CA
San Diego Convention Center | 111 W. Harbor Dr., San Diego, CA 92101 | USA

EXHIBIT SPACE APPLICATION/CONTRACT

INSTRUCTIONS

1. Please read both sides of this contract carefully for the rules and regulations and type all information requested.
2. Complete and sign original copy and return to:
Horizon House, Inc., IEEE MTT-S IMS2023, 685 Canton St., Norwood, MA 02062, USA or exhibits@horizonhouse.com
A 50% deposit of the total licensing fee will be due upon invoicing from the IMS office.
3. All requests for increases or decreases in exhibit space size must be submitted in writing.

EXHIBIT SPACE

Total number of booth space desired _____

Configuration: In-line Cross-aisle Island

Booth Number: _____ First Choice _____ Second Choice _____ Third Choice

10' x 10' Raw Space - \$3,950 Systems Pavilion - \$3,500

Check here if your company is a first-time exhibitor.

Additional Comments:

The Management, in its sole discretion, reserves the right to make changes in space assignments that it deems are in the overall best interest of the exhibit.

PAYMENT SCHEDULE

A 50% deposit will be due October 15th, 2022 or on the date noted on the invoice. The amount due will depend on the date the contract was received and the number of booths licensed.

Final 50% payment will be due 15 March 2023 or on the invoice date.
For applications received after 15 March 2023, full payment is required.
Payment information will be provided on the invoice.

The Company/Organization designated below, herein referred to as "Exhibitor," wishes to contract licensed booth space at the 2023 IEEE MTT-S International Microwave Symposium (IMS) in San Diego, CA, 11-16 June 2023. All deposits and account balances for licensed booth space will be paid following the payment schedule outlined in this contract. In accordance, the undersigned agrees to the following provisions: Space will be assigned by The Management on the basis of priority during space selection, and thereafter in order of receipt and the above exhibitor-defined specifications. If exhibitor fails to pay the required space licensing fee on or before 15 March 2023, exhibitor's right to exhibit may be cancelled without further notice or refund of any deposit. If exhibitor cancels its participation in the exhibition, such cancellation shall be considered on its part, and any monies paid hereunder shall be retained by The Management as liquidated damages. Any amount payable to IMS2023 pursuant to this contract and not paid by the above deadlines shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less. By agreeing to this contract, Exhibitor agrees to be bound by the terms, conditions, and rules provided herein for the IMS by The Institute of Electrical and Electronics Engineers, Incorporated "IEEE" and Horizon House, Inc., collectively referred to as "Management."

Name: _____

Authorized Signature: _____

Date: _____

COMPANY INFORMATION

Company/Organization: _____

Mailing Address: _____

City: _____ State: _____

Zip/Postal Code: _____ Country: _____

Phone: _____

Web Address: _____

FINANCIAL LIAISON INFORMATION

Contact Name: _____

Email: _____

Phone: _____

COMPANY LIAISON INFORMATION

Contact Name: _____

Company: _____

Mailing Address: _____

City: _____ State: _____

Zip/Postal Code: _____ Country: _____

Phone: _____

Fax: _____

Email: _____

I have read and am in agreement with IEEE's Privacy Policy.
<https://www.ieee.org/security-privacy.html>

I accept the IEEE Privacy Policy.

Submit your exhibit space application/contract to:
Horizon House, Inc.
685 Canton Street, Norwood, MA 02062, USA
Tel: 781.619.1994 Fax: 781.769.5037
Email: exhibits@horizonhouse.com

FOR MANAGEMENT'S USE ONLY

Total Booth Sq. Ft. Licensed: _____

Contract Received: _____

Booth Assigned: _____

Total Amount Due: _____



2023 IEEE MTT-S INTERNATIONAL MICROWAVE SYMPOSIUM

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REGULATIONS AND CONDITIONS OF CONTRACT

1. PURPOSE AND ARRANGEMENT OF EXHIBITS

The main purpose of the IMS is educational. The exhibits, together with the technical sessions, are vital elements of this process. The Management and the Exhibitor agree that the purpose of the exhibition is educational, and will conduct it accordingly. The exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with regulations should be submitted to The Management before construction is ordered.

Licensed Space Exhibitor is licensed to use exhibit space. Aisle carpeting, general guard security, and general aisle cleaning are provided. However, Management accepts no liability for losses or damages of any kind sustained through the exhibition, except for losses or damages caused by the sole negligence or willful misconduct of Management. The parties to this contract agree that this agreement is a license to use exhibit space and not a lease or sublease of real property.

In-line Booths (10' x 10', 10' x 20', 10' x 30') Lease includes 8' high backwall drape, 36" high side rails, plus a 7" x 44" sign featuring the Exhibitor's name and booth number. In-line booths with a common backwall touching an aisle may have a full backwall (standard height is 8') and the sidewalls must drop to 48", 5' from the aisle. Every exhibitor shall be allowed a backwall of at least 10' wide. In-line booth structures may not exceed 10' in height. Hanging signs are not permitted in in-line booth configurations.

Cross-aisle Booths (minimum 200 square feet/maximum 400 square feet) a series of standard in-line booths facing a similar series of standard in-line booths across the aisle. Hanging signs are not permitted and nothing may be placed in or above the connecting aisle.

Island Exhibits have four open sides. Booth structure may not exceed 20'. Hanging signs are allowed but must be within the booth footprint with the top of the sign not exceeding 25'.

Split-island Exhibits are open on three aisles. The common backwall for this type of exhibit may be a full backwall from aisle to aisle; however, the backwall may not exceed 10' without agreement from both exhibitors. Split-island exhibit booth structure may not exceed 16'. Hanging signs are allowed but must be within the booth footprint and must be positioned so that the sign copy may not be visible from the neighboring split-island booth. The top of hanging signs may not exceed 25'.

Two-story booth: If an exhibitor wishes to build a two-story booth it must first be approved by Management.

2. EXHIBITION OPERATING RULES AND REGULATIONS Exhibitor agrees to be bound by the Rules and Regulations established in the "International Microwave Symposium Exhibition Operating Rules and Regulations" included herein by reference; provided however, that in the event of a conflict between such Rules and Regulations and this agreement, this agreement shall prevail. This document details the conditions under which exhibitors agree to participate and will be strictly enforced by The Management.

3. FIRE, SAFETY AND HEALTH The Exhibitor assumes all responsibility for compliance with local, city, and state ordinances and regulations covering fire, safety, and health. Exhibitor further agrees to comply with all Fire, Safety, and Health guidelines as defined in the "Exhibition Operating Rules and Regulations."

4. UNION LABOR Exhibitor must comply with all union regulations applicable to installing, dismantling, and display of the exhibits.

5. SUBLICENSING OF SPACE The Exhibitor shall not assign, sublicense, or permit the whole or any part of the exhibit space licensed to Exhibitor, or have representatives, equipment, or materials from any firms other than their own in the exhibit space without the written consent of The Management. Only one company shall be considered as the Exhibitor, and no other company is licensed to use the space unless said company or unit is a subsidiary, parent, or affiliate of the Exhibitor.

6. OFFICIAL CONTRACTORS The official contractor has been designated to perform services for an exhibitor such as the rental of furniture, erection of exhibits, electrical work, plumbing, labor, and cleaning. No exhibitor or representative shall contract for such services with other than the said official contractor without the express written consent of The Management, which, for reasons of security, in its sole discretion can deny such permission. In the event Exhibitor hires sub-contractors to perform services for the event, Exhibitor shall: (a) remain fully responsible and liable for the subcontracted obligations and duties to the same extent as if Exhibitor had fulfilled the obligations and duties itself; (b) bear all responsibility for paying such subcontractors and not charge IMS for the services performed by such subcontractors; and (c) indemnify IMS against any third party damages arising from the gross negligence or willful misconduct of such subcontractors.

7. LIABILITY AND INSURANCE The Exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend, and hold harmless, IEEE, The Management, San Diego Convention Center "Convention Center" and their employees subsidiaries, affiliates and agents, against all third party claims, losses, and damages to persons or property, governmental charges or fines, and other reasonable expenses including attorney's fees finally awarded by a court of competent jurisdiction arising out of or caused by Exhibitor gross negligence or willful misconduct, excluding any such liability caused by the sole negligence of Convention Center and its employees and agents. In addition, Exhibitor acknowledges that IEEE, The Management and the Convention Center do not maintain insurance covering exhibit property and that it is the responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses sustained through exhibition.

8. CONVENTION CENTER AND HOTEL PUBLIC SPACE The Management maintains control of all space in the convention center and official IMS hotels (defined as those hotels with which IMS has a room contract and is listed as a "participating hotel"). Exhibitor agrees to comply with guidelines as defined in the "Exhibition Operating Rules and Regulations" for use of any meeting rooms, hospitality suites, and/or function space.

9. UNOCCUPIED SPACE The Management reserves the right, should any exhibitor's licensed space remain unoccupied on the opening day, or should any space be forfeited due to the failure to make proper payment, to license any space to any other exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in its invoice for the licensed space under the terms of this contract.

10. INABILITY TO PERFORM If IMS should be prevented from holding the exhibition by any cause beyond its control (such as fires, strikes, Acts of God, etc.) or if it cannot permit the Exhibitor to occupy his space due to circumstances beyond its control, The Management will refund to the Exhibitor the amount of the licensing fee paid by them, less a proportionate share of the exhibition expenses, and IMS shall have no further obligation or liability to the Exhibitor. If the Exhibitor shall have made no license payment, they nevertheless shall be obligated to pay their proportionate share of such expenses.

11. OBSERVANCE OF LAWS Exhibitor shall abide by and observe all laws, regulations, and ordinances of any applicable government authority and all rules of the Convention Center. Exhibitors are required by the applicable state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.

12. ASSIGNMENT OF EXHIBIT SPACE The Management shall assign the exhibit space to the Exhibitor for the period of the exhibition (provided the exhibit building is made available to The Management) in priority order based on the International Microwave Symposium priority rules and/or receipt of contract. Such assignment is made for the period of this exhibition only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the Exhibitor's space choices whenever possible, but The Management's decision will be final. The Management reserves the right to transfer assignments when such action is deemed to be in the best interest of the total exhibition. The Management reserves the right to withdraw its acceptance of this application/contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's product or service is not eligible to be displayed in this exhibit provided, however, that Management will refund to the Exhibitor any fees paid by Exhibitor.

13. AMENDMENTS The regulations have been formulated for the best interest of the exhibitors as well as this exhibition and The Management. All matters and questions not covered by these regulations or in the "Exhibition Operating Rules and Regulations" are subject to the decisions of The Management. This contract and/or the "Exhibition Operating Rules and Regulations" may be amended at any time by The Management upon prior written notice and all amendments that may be so made shall be equally binding on all parties affected by them as by the original regulations. The Management has sole right to determine the eligibility of any company or product for inclusion in the exhibition.

14. PUBLICITY Management may use Exhibitor's name and any non-confidential materials provided by Exhibitor on Management's website, and for internal and trade purposes, but only for the purposes of promoting this exhibition.

15. MISCELLANEOUS This contract shall be subject to interpretation by New York law and the venue for all legal proceedings involving or arising for this contract shall be in the State of New York. No waiver of any term or condition of this contract by either party shall be deemed to imply or constitute a further waiver of the same term or condition or any other term or condition of this contract. Note: It is the Exhibitor's responsibility to understand the guidelines governing exhibitor participation as set forth in this contract and the "Exhibition Operating Rules and Regulations." Please refer to these when necessary or call the IMS office for further information.

SPACE LICENSING INFORMATION Exhibit space must be licensed in 10' x 10' increments.

- Illuminated exhibit space with 8' high backwall drape if needed and 3' high side rails (in-line booths only).
- A 7" x 44" identification sign with the Exhibitor's name and booth number (in-line booths only).
- General exhibit hall security service.
- Daily aisle cleaning service.
- A descriptive listing on the IMS2023 website.
- An IMS Exhibitor Console.
- Access to the IMS promotional programs.
- Priority space selection for IMS2024.
- Choice of hotel accommodations, including hospitality suites and function space in the convention center.
- Access to discounted conference registrations.

DEPOSIT AND CANCELLATION POLICY The Management will invoice the Exhibitor for appropriate deposit and/or full payment of the total licensing fee payable by the due date noted on the invoice. Exhibitors must pay the licensing fee per the due date on the invoice(s), or this contract may be cancelled at The Management's option.

In the event that either the Exhibitor or The Management cancels this contract between 15 October 2022 and 15 December 2022, **Exhibitor shall be liable for 25% of the total licensing fee.** Exhibitor shall be liable for the total licensing fee unless Exhibitor notifies The Management in writing of its intent to cancel, in which case Exhibitor's obligation to pay shall be as set forth below. In the event the Exhibitor pays the 50% licensing deposit but fails to pay the portion of the licensing fee due by 15 March 2023, The Management has the option of either: (1) cancelling this contract, in which case Exhibitor is obligated to pay the remainder of the licensing fee; or (2) leaving this contract in effect, in which case Exhibitor will be liable for the remainder of the licensing fee.

Any amount payable to IMS pursuant to this contract and not paid by the dates in the schedule below shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less. In the event Exhibitor cancels or reduces space, Exhibitor shall be obligated to pay a percentage of the licensing fee as set forth below. However, the Exhibitor shall not be permitted to reduce space unless the Exhibitor has paid all amounts owed to The Management, including the deposit as required by this contract. Exhibitor agrees that the forfeitures provided for in this contract shall be considered to be liquidated damages for the late cancellation or reduction of space and the problems and losses caused to The Management associated with late cancellation or reduction of space.

REDUCTION OF SPACE/CANCELLATION FORFEITURE SCHEDULE

24 June to 14 October 2022

No penalty on cancellation or reduction of licensed space.

15 October 2022 to 14 December 2022

25% of the total license fee for cancellation or reduction in exhibit space.

15 December 2022 to 15 March 2023

50% of the amount contracted.

16 March 2023 or later

100% of the total license fee for cancellation or reduction in exhibit space.

No refund or credit at any time after 15 March 2023.

The IMS office must be notified in writing of any cancellation or reduction in space.

In the case of a merger, payments received will be transferred to the parent company. Cancellation of space as a result of a merger will be charged based on the above cancellation forfeiture schedule. The Exhibitor assumes entire responsibility and hereby agrees to indemnify IEEE and The Management for the loss of any sales, present or future, which may result from cancellation or reduction of space. Hotel rooms and suites at the IMS participating hotels shall be cancelled immediately upon notification of cancellation of meeting space at the IMS2023. The participating hotels have contractually agreed to and are bound by, this provision. There are no exceptions to this cancellation rule.



IMS2023 RULES AGREEMENT

The Exhibitor hereby acknowledges receipt of the “IMS Exhibition Operating Rules & Regulations”, “Regulations & Conditions of Contract” and “Exhibit Space Application/Contract” (collectively herein referred to as “Rules”). The Exhibitor expressly consents to abide by the rules and to comply with Management’s enforcement of the Rules. The Exhibitor further agrees to submit all promotional plans for pre-approval.

If Management, in its sole discretion, determines an exhibitor has violated the rules, the violating exhibitor, after receiving a single official warning and failing to correct the violation, shall incur a severe and appropriate penalty until the Exhibitor comes into compliance to the reasonable satisfaction of The Management.

Exhibitor

Representative’s Name

Title

Company Name

Date

Signature

By checking this box I agree to the terms, conditions and regulations outlined in the IMS2023 Exhibition Operating Rules and Regulations.

By signing my name above, I expressly represent that I am an authorized agent for the company, and that the company is bound by the rules and code of conduct.



IEEE MTT-S INTERNATIONAL MICROWAVE SYMPOSIUM EXHIBITION OPERATING RULES AND REGULATIONS

This document details the rules and regulations governing the exhibition and exhibitor conduct for the International Microwave Symposium (hereafter referred to as IMS). By signing the Exhibit Space Application/Contract, the "Exhibitor" agrees to be bound by the rules and regulations contained herein.

1. PURPOSE AND ARRANGEMENT OF EXHIBITS

The main purpose of the IMS is educational. The exhibits, together with the technical sessions, are vital elements of this process. The Management and the Exhibitor agree that the purpose of the exhibition is educational, and will conduct it accordingly. The exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with regulations should be submitted to The Management before construction is ordered.

Licensed Space: Exhibitor is licensed to use exhibit space which includes the following exhibit equipment: 8' high backwall drape, 36" high side rails, plus a 7" x 44" sign featuring the Exhibitor's name and booth number (for in-line booths only). Aisle carpeting, general guard security, and general aisle cleaning are provided. However, The Management accepts no liability for losses or damages of any kind sustained through the exhibition except for losses or damages caused by the sole negligence or willful misconduct of Management. The parties to this contract agree that this agreement is a license to use exhibit space and not a lease or sublease of real property.

In-line Booths: (10' x 10', 10' x 20', 10' x 30', etc.) in-line booths with a common backwall touching an aisle may have a full backwall (standard height is 8') and the sidewalls must drop to 48", 5' from the aisle. Every exhibitor shall be allowed a backwall of at least 10' wide. In-line booth structures may not exceed 10' in height. Hanging signs are not permitted in in-line booth configurations.

Cross-aisle Booths: (minimum 200 square feet/maximum 400 square feet) a series of standard in-line booths facing a similar series of standard in-line booths across the aisle. Hanging signs are not permitted and nothing may be placed in or above the connecting aisle.

Island Booths: have four open sides. Booth structure may not exceed 20'. Hanging signs are allowed but must be within the booth footprint with the top of the sign not to exceed 25'.

Split-island Booths: are open on three aisles. The common backwall for this type of exhibit is a full backwall from aisle to aisle; however, the backwall may not exceed 10' without agreement from both exhibitors. Split-island exhibit booth structure may not exceed 16'. Hanging signs are allowed but must be within the booth footprint and must be positioned so that the sign copy may not be visible from the neighboring split-island booth. The top of hanging signs may not exceed 25'.

Hanging Signs: Exhibitors may hang signs over island and split-island exhibits. Hanging signs may not exceed 25' in height and may not be attached to any part of the exhibit material.

Finished Surfaces: All exposed areas of the exhibit must be finished or draped surfaces including the back and sides. No graphics, logos, or print facing into another exhibit will be allowed. All such material must face into the aisle or into the Exhibitor's own space. Any part of any exhibit needing a finished surface at 15:00 the day prior to show opening will be draped at the expense of the Exhibitor. Show Management will decide whether such drape is needed.

Two-story booths: If the Exhibitor wishes to build a two-story booth it must first be approved by Management.

2. INSTALLATION AND DISMANTLING OF EXHIBITS

Exhibits must be completely installed and finished prior to show opening and must remain in place and staffed until the show closes. Information for installation and dismantling of exhibits will be sent to you in ample time to prepare for these activities.

3. FIRE, SAFETY AND HEALTH

The Exhibitor assumes all responsibility for compliance with local, city, and state ordinances and regulations covering fire, safety, and health. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays, and the necessary fire precautions will be taken by the Exhibitor.

Aisles surrounding the Exhibitor's space must be kept clear. Exhibitors are expected to construct booths in such a manner that will accommodate expected attendees within the confines of their licensed exhibit space. No children under the age of fourteen (14) shall be allowed in the exhibit hall at any time.

4. UNION LABOR

Exhibitor must comply with all union regulations applicable to installing, dismantling, and display of the exhibits.

5. FILM, SOUND DEVICES AND LIGHTING

Exhibitors wishing to video on the IMS floor must have Management approval in advance of the event. If video is used, the Exhibitor agrees to comply with union requirements for the operation of the equipment. Taking photographs or recording within the exhibit area is prohibited without the permission of the company being recorded. The recommended show photographer is exempt from this rule. Offenders may have their film/recordings/media confiscated and/or may be removed from the show floor.

Audio is permitted if tuned to conversational level (75dB max) and if not objectionable to neighboring exhibitors. Sound will be checked with a decibel meter. Operating equipment that emits excessive noise must be run before or after exhibit hours for specific demonstrations only.

The Management reserves the right to restrict or prohibit the use of glaring lights, objectionable lighting effects, excessive or bothersome noise, or other effects which are offensive or otherwise distract from the exhibition as a whole.

6. SUBLICENSING OF SPACE

The Exhibitor shall not assign, sublicense, or permit the whole or any part of the exhibit space licensed to the Exhibitor, or have representatives, equipment, or materials from any firms other than their own in the exhibit space without the written consent of The Management. Only one company shall be considered as the Exhibitor, and no other company is licensed to use the space unless said company or unit is a subsidiary, parent, or affiliate of the Exhibitor.

7. EXHIBITOR'S PERSONNEL AND OTHER CONSIDERATIONS

The Management reserves the right to prohibit an exhibit or part of an exhibit, including promotional materials and graphics, that in its judgment may detract from the character of or may be considered objectionable to the exhibition as a whole. The following guidelines will be strictly enforced:

- Distribution of advertising matter and souvenirs must be confined to Exhibitor's spaces.
- Balloons are inappropriate and prohibited.
- Exhibitors are prohibited from having live animals on the exhibit floor, including fish or other tank-confined displays.
- Undignified methods of attracting attention will not be permitted. Booth activities, costumes, or presentations which are undignified, tasteless, racist, or sexist are prohibited.
- Tampering with another exhibitor's booth or equipment will not be tolerated. The offender will be immediately removed from the exhibit floor (at the Exhibitor's own expense) and will be restricted from future participation.
- Prices may not be displayed on equipment or in the booth.
- Professional Dress Code: Models, demonstrators, hosts/hostesses, and other employees and personnel in the exhibit hall must be attired in a businesslike, professional, tasteful manner. The use of costumes is limited to theater presentations only. Failure of an Exhibitor to meet these requirements is grounds for immediate removal of the offending person from the exhibit hall.
- Exhibits must be staffed at all times during the show hours.
- Booths are open to ALL REGISTERED ATTENDEES; registration badge and company ID should match. If any exhibitor does not welcome any properly badged attendee, the booth will be closed. Fellow exhibitors should act courteously and not crowd other companies' booths.

- All booths, regardless of size, must have display material, signs, etc. professionally produced. Any display deemed unprofessional in appearance (at the discretion of The Management) will not be permitted.
- Exhibitors are prohibited from promoting, advertising, or otherwise displaying information or invitations to seminars, meetings, or events that may be construed by Management to be conflicting with or contradictory to the exhibition as a whole.
- Exhibitors agree to obtain Management approval for advertisements and promotions in the vicinity of the convention center as defined in Section 8 of this document. Vehicles, vans, trailers, or any other vehicles used for advertisement and display may not be parked on the exhibit property or any property contiguous to or abutting on the exhibit property.
- Canvassing in exhibit halls or distribution of advertising matter or souvenirs by representatives of non-exhibiting firms is strictly forbidden.
- Personnel recruiting is prohibited with the sole exception of recruiting targeted only at current students. Exhibitors planning on posting any student recruitment information must certify that they have instructed all staff to limit recruiting to student and to decline to discuss opportunities with non-students. In addition, such exhibitors must notify the Management no later than 29 May 2023.

Exhibitors violating these rules will be given a single official warning. If the violation continues appropriate action will be taken, which may range from reduction in space selection status to cancellation of contract, forfeiture of payments, and removal from the exhibit floor. The Management has sole and complete authority in the interpretation of this policy.

8. CONVENTION CENTER AND HOTEL PUBLIC SPACE

Exhibitors must have permission of The Management to reserve and use any meeting rooms, hospitality suites, convention space, ballrooms, and other public space in the convention center and official IMS hotels (defined as those hotels with which IMS has a room contract and is listed as a "participating hotel"). Management reserves the right to charge exhibitors a fee for access to or use of the convention center or hotel meeting space.

Exhibitors may not hold any meeting, seminar, or other promotional activity 11-16 June 2023 within a 25-mile radius of the San Diego Convention Center without the written permission of The Management.