CAMPUS TECHNOLOGY 2009- Exhibit Space/Sponsorship Application & Agreement

	Conference: July 27-30, 2009	9 • Exhibits: Jul	y 28-29, 2009 • BCEC •	Boston, MA	
	gned and executed on the date below, gy 2009 Conference at the Boston Cor				
Exhibitor Information SOLD TO: PLEASE PRINT OR TYPE CLEARLY Sen			nd Show Forms and Exhibitor Services Manual To:		
	y (Listing on Web and Show Program):	Contact N	Name and Company (if different):		
ddress:		Address:			
ty, State, Zip – Country:		City, Stat	e, Zip – Country:		
none:	Fax:		Phone: Fax:		
Er Er		Email:	nail:		
specific produc	ts/services we will be exhibiting are	e:			
.,			2 Indicate Packar	no Durchasad	
Space Selection & Sponsorships			3. Indicate Package Purchased		
nibit Space Cost: \$3,350 per 10x10 Booth Unit			Platinum Spons		
non-refundable and non-transferable 50% deposit is required_to confirm			Gold Sponsor	\$	
ace for CMT2009. The full balance is due March 31, 2009. Contracts submitted er March 31, 2009 must include full payment. See contract terms and conditions payment and cancellation deadlines.			Silver Sponsor	\$	
			Exhibit Space O	9nly \$	
			Sponsorships (7	Гotal) \$	
Please select our location from the spaces indicated below:			Less Promotion	al Disc (if any)\$(
☐ 10X10 ☐ 10X20 ☐ 20X20 ☐ 20X30 ☐ other					
(1) (3)			TOTAL CONTRACT AMOUNT = \$		
(2)	(4)				
			4. Payment Option	NS exhibitor's exectution of this agreement to confirm spa	
. 🗌 Add-on Spor	nsorships / Marketing Opportunities	5	Check	SALIBITOR & EXECUTION OF THIS AGREEMENT TO COMMITTE SPA	
(1)	\$		Charge Credit Card		
(2) \$			Make checks payable to: 1105 Media Inc Campus Technology 2 P.O. Box 894085, Los Angeles, CA 90189-4085.		
(3) \$_					
. , -			Credit	Card Payments	
TOTAL (Add Sponsorship Total in Cost Calculation Box) \$			I hereby authorize 1105 Media, Inc. to charge my account for paymen according to the terms outlined in my card issuer's agreement.		
hehalf of the comm	pany identified above, I agree to abide	by the terms and	_	d AMEX Diners Club Discover	
ditions, which are at	tached hereto and incorporated herein by	this reference, and	Name on Card:		
	egulations set forth in the Exhibitor Service of the event. I also have read, under				
terms regarding payment and cancellation deadlines as described in the contract			·		
ms and conditions.			Expiration Date.	, unit. Onarged Card. ψ	
Signature			Charge Authorization Signature	Amt. Charged Card: \$	
•					
Signature of Authorized	Company Representative				
Printed Name of Authorized Signer		FOR INTERNAL USE ONLY			
	-			Sales Rep:	
Title				Com Rate:	
			Promo Code:	Total Sale:	
Date Signed			Booths Assigned		

1105 Media Inc.- Campus Technology 2009 P.O. Box 894085, Los Angeles, CA 90189-4085.

General Contact: Karen O'Dell Tel (949) 265-1512 • Fax (617) 663.6003



Campus Technology 2009 Terms and Conditions

PAYMENT / CANCELLATION TERMS & CONDITIONS

Campus Technology 2009 Summer Conference Conference Dates: July 27 -29, 2009 Exhibits: July 28 - 29 (dates subject to change) Boston Convention & Exhibition Center Boston, MA

Applications for exhibit space and/or sponsorships must be made on this application form (or a copy thereof). This agreement shall not be binding until signed and accepted by Management, however space is not confirmed until 100% payment has been received.

Payments: A non-refundable and non-transferable 50% deposit is required to confirm space for CMT2009. The full balance is due March 31, 2009. Contracts submitted after March 31, 2009 must include full payment. If payment is not received within 60 days of application, then the application will lapse and the nominated exhibit space or sponsorship opportunity will be made available to other vendors, and in some cases certain cancellation fees may apply. Sponsorship opportunities are due in full upon receipt of invoice and are not subject to the same payment schedule as exhibit space except for Special Sponsor

Payments may be made by check, money order, or credit card payable in U.S. dollars to 1105 Media. Any exhibitor who has an outstanding balance will not be allowed to participate until that balance is satisfied. Outstanding invoices aging thirty (30) days or longer are subject to a \$15.00 late fee plus a finance charge equal to 1.75% compounded monthly (21% annually).

Note: If more than one sponsorship application is received for a limited function, then the first suitable paid application will be accepted. All Purchase Orders must reference 1105 Media Conference Terms & Conditions to be accepted.

Cancellations: Any cancellation, reduction in space (downgrade) or booth relocation must be communicated immediately in writing to Show Management. In the event of a cancellation or downgrade by an exhibitor, a cancellation fee will be assessed to cover services performed, promotional efforts and other damages relating to the cancellation. No refunds will be given for cancellations received after March 31, 2009. **Verbal** instructions, telephone calls, voicemail messages and email are not acceptable forms of cancellation.

- CANCELLATION/DOWNGRADE PERIODS & FEES:
 If notice of cancellation is received prior to March 31, 2009, then the cancellation fee shall be 50% of total space price.
- If notice of cancellation is received after March 31, 2009. then the cancellation fee shall be 100% of total space

It is understood that 1105 Media reserves the right, at their option, to reassign a cancelled booth regardless of the cancellation rate assessed. Subsequent reassignment of cancelled space does not relieve the canceling exhibitor of their obligation to pay the amount referred to above.

Direct all inquiries to: Karyn O'Dell (949) 265-1512

This application, properly executed by Applicant (Exhibitor) shall, upon written acceptance and notification of booths assigned by 1105 Media management, constitute a valid and binding contract.

2. Management

The word management as used herein shall refer to event management, or its employees or agents acting for it in the management of the exhibition. The Exhibitor agrees that the conditions, rules and regulations of this event are made a part of this contract and that said Exhibitor agrees to be bound by each. Furthermore, Management shall have the full power to interpret, amend and enforce all rules and regulations in the best interest of the Show.

the Show.

3. Limitation of Liability: The Exhibitor agrees to indemnify and hold harmless Management, its subsidiaries, the sponsor, owner, exhibition hall facility, and city in which this Exhibition is being held and their officers, agents, and employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damages, or any other cause sustained by any person or others. The Management will not be responsible for loss or damage to displays or goods belonging to exhibitors, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and displayed at exhibitors own risk, and should be safeguarded at all times.

Management will provide the services of a reputable protective agency during the period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of the management to supervise and protect Exhibitors' property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by Management, and subject to hotel/exhibit hall policy restrictions.

The exhibitor agrees that Management shall not be responsible in the event of any errors or omission in the Exhibitors' official directory and in any promotional material.

3a. Hotel - Exhibitor Liability Clause
The exhibitor assumes the entire responsibility and liability for losses, damages and claims arriving out of injury or damage to exhibitor's displays, equipment and other property brought upon the premises of the Hotel and shall indemnify and hold harmless the Hotel, agents, servants and employees from any and all such losses, damages and claims. Due to the layout of the Hotel, the Hotel is unable to store display materials and/or show merchandise. At the conclusion of your set-up operation, all related equipment, crates, etc. must be removed from the premises and returned no later than the last day of the exhibit show period.

- 4. Sub-Leasing: Exhibitor shall <u>not</u> sublet his space or any part thereof. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his own name, except where such articles are required for the proper demonstration of operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Rulings of the Management shall in all instances be final with regard to use of any exhibit space.
- 5. Damage to Property: Exhibitor is liable for any damage caused or to other Exhibitor's property. Exhibitor may not apply paint, or to other Exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.
- or to standard booth equipment.

 6. Official Service Contractor: To assure orderly and efficient installation, operation, and removal of the displays, and to minimize confusion by the presence or solicitation of unknown or unqualified firms, Management will designate an official service contractor. As such, Management holds this firm responsible for quality service, fair prices, and is prepared to intercede on behalf of an exhibitor in the event of faulty work or unfair charges. An Exhibitor is free to use its own display house providing the outside contractor for set-up and dismantle of the exhibit submits a request, in writing, to management and includes a list of the names of all display company representatives working in the exhibit area along with the proof of liability insurance satisfactory to Management. An exhibitor is free to use its own employees for booth set up subject to limitations of union rules in force for the exhibit hall venue.
- 7. Special Services: Electricity, gas, water, and other utilities, as well as other special services needed by individual Exhibitors, are provided only when the Exhibitor orders and agrees to pay for them especially from the persons authorized to supply such services in conformity with city, insurance and other requirements,
- **8. Shipping:** The exhibitor agrees to ship, at his own risk and expense, all articles to be exhibited and agrees to conform to the rules for shipping as contained in the Exhibitor Services Manual.
- 9. Safety and Fire Laws: The exhibitor must strictly observe all applicable fire and safety laws and regulations. Cloth decorations must be flameproof. Wring must comply with local Fire Department and Underwriters' Rules. Display writing must exhibit the seal and/or and Underwriters' Rules. Display writing must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition. Smoking in exhibits is forbidden. Crowding will be restricted; exhibits must not block aisles and fire exits. No decorations of paper, pine boughs, leafy decorations, or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. Storage of boxes or paper goods behind exhibit displays is not permitted. Any demonstration of activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by Management. specified by Management.
- specified by Management.

 10. Decoration: Management shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability shall attach to Management for costs that may devolve, upon Exhibitor thereby. In addition, if any display on which set-up has not been started before the opening day of the Exhibition, Management reserves the right to have such displays installed at Exhibitor's expenses. All exhibits should be ready for the opening hour of the Exhibition. Management will not allow any noise or moving of exhibits after this time. No exhibit may be built or erected to exceed the height limitations as set forth in the Exhibitors' Manual. Any Exhibitor whose booth exceeds the height limitation will be required at his own expense to alter the display in order to conform to those regulations. conform to those regulations.
- 11. Outside Activities: Exhibitor shall not conduct any event that will take away qualified show attendees from the show during show hours. Exhibitor shall not conduct or sponsor at any time during any of the show or conference hours any off-site hospitality events.
- of the show or conference hours any off-site hospitality events.

 12. Performance of Music/Sound Level: The Exhibitor acknowledges that any live or recorded performances of copyrighted music, which occur in the Exhibitor's booth, must be licensed from the appropriate copyright owner or agent. The Exhibitor undertakes full responsibility for obtaining any necessary licenses and agrees to indemnify and hold harmless, Management from any damages or expenses incurred by Management due to the Exhibitor's failure to obtain such licenses. Furthermore, mechanical or electrical devices that produce sound must be operated so as not to prove disturbing to other Exhibitors. Management reserves the right to determine the acceptable sound level in all such instances.
- 13. Lotteries & Contests: The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon written approval from Management.
- 14. Personnel and Attire: Management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of Exhibitors and the Exhibition. Exhibitor expressly agrees that he and his personnel will not conduct official exhibitor functions in his private room during business hours of the Exhibition.
- 15. Exhibitor on Duty: Retail sales are prohibited during the course 13. Exhibitor on Duty: Retail sales are profibilited during the course of the Show. Infraction of this rule will result in the closure of your exhibit. Subject to the foregoing, distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within his booth. The distribution of any articles that interferes with the activities or obstructs access to neighboring booths, or that impedes aisles, is prohibited.
- **16. Admission:** Admission is open to adults affiliated with the industry served by the Exhibition. No persons under 18 years of age will be admitted. Management shall have sole control over

admission policies at all times. Booth personnel are restricted to Exhibitors' Employees and their authorized Representatives. All exhibitor personnel must wear an Exhibitor's badge at all times. Management reserves the right to limit the number of Booth personnel at any time. Exhibitor's booth must be staffed during all

- personner any limite. Exhibition: In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Management under the contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause, or causes not reasonably within the control of Management, said contract and/or the Exhibition (or any part thereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of any cause or causes not reasonably with the control of Management. If Management terminates said contract and/or the Exhibition (or any part thereof) as aforesaid, then Management may retain such part of any Exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably with the control of Management" shall include, but not by way of limitation, fire casualty; flood; epidemic; earthquake; explosion or accident; blockage embargo; inclement weather; governmental restraints; or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to secure sufficient labor; requisition or commandeering of necessary supplies or equipment; local, State or Federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or Act of God.
- 18. Care of Premises and Removal of Exhibits: Management will 18. Care of Premises and Removal of Exhibits: Management will maintain the cleanliness of all aisles. Exhibitor must, at his own expense, keep exhibits clean and in good order. All exhibits must remain fully in tact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the exhibition can result in a refusal by Management to accept or process exhibit space applications for subsequent exhibition. Exhibits must be removed from the building by the time specified in the Exhibitor Services Manual. In the event any Exhibitor fails to remove his exhibit within the allotted time, then Management reserves the right, at the Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the same in a storage warehouse subject to the Exhibitor's disposition.
- 19. Resolution of Disputes: In the event of a dispute or disagreement between Exhibitor and Official Contractor, or between disagreement between Exhibitor and Uttical Contractor, or between Exhibitor and a Labor Union or Labor Union Representative or between two or more exhibitors, all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute of disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.
- 20. Photography: The photographic rights for the Exhibition are reserved to Management. Exhibitors wishing to make their own arrangements for the photographing of their exhibit must apply to the Management, whose permission shall not be unreasonably
- 21. Insurance: Exhibitor is advised to see that his regular company insurance includes extraterritorial coverage, and that he has his own theft, public liability, and property damage insurance.
- 22. Losses: Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to ensure against these risks.
- 23. Default: If the Exhibitor defaults in any of its obligations under 23. Default: If the Exhibitor defaults in any of its obligations under this contract or violates any of its obligations or covenants under this contract, including without limitation any Exhibition Rule or Regulation promulgated pursuant to the contract, the Management may, without notice, terminate this agreement and retain all moneys received on account as liquidated damages. The Management may thereupon direct the Exhibitor forthwith to remove its Employees, Agents or Servants, and all of its articles of merchandise and other personal property from the space contracted for and from the Exhibition Hall. If exhibition space is not occupied by the time set for completion of installation of displays, Management may possess such space for such purposes as it may see fit.
- 24. Amendment to Rules: Any matters not specifically covered by the preceding rules shall be, subject solely to the decision of Management. Management shall have full point in the matter regarding the interpretation, amendment and enforcement of all rules and regulations, and that any such amendments when made and brought to the notice of the said Exhibitor shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.
- 25. Arrangement of Exhibits: Show Management reserves the right to alter or close any exhibit which does not conform with the provisions of this contract. No refund shall be due under such circumstances. Management also reserves the right to exclude any nonconforming party from exhibiting at any future 1105 Media conferences. Finally, management reserves the right to change the location of booths or rearrange the show floor if it is deemed as being in the best interest of the exhibition. Show management also reserves the right to make any changes it deems necessary to the show hours and/or conference schedule.
- 26. Entire Agreement: This agreement constitutes the entire agreement between the parties.
- **27. Severability:** If any part of this agreement is deemed to be invalid, the remainder of the agreement shall remain in force.
- 28. Applicable Law: This agreement shall be interpreted in accordance with the laws of the State of California. In the event of a dispute, the parties agree to submit to the personal jurisdiction the appropriate state or federal court within the State of California.