

# CPM 2008 WEST Exhibit Application & Contract



Conference and Exhibits  
The Mirage  
Las Vegas, NV  
May 20-22, 2008

## IMPORTANT INSTRUCTIONS

1. Please type or print this application
2. Fill in all sections of this form
3. Make checks payable to: **1105 Media**

4. Mail payment to:  
1105 Media Inc  
Attn. Accounts Payable  
9121 Oakdale Avenue, Suite 101  
Chatsworth, CA 91311

## PLEASE TYPE OR PRINT

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
Key contact \_\_\_\_\_ Title \_\_\_\_\_

## SPACE

Please reserve \_\_\_ 10' x 10' exhibit space(s) for our company at CPM 2008 WEST May 20-22, 2008. Our preferences for booth location are:

1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ 4th \_\_\_\_\_

If possible, we do not want to be adjacent to, or directly across from, these companies: \_\_\_\_\_

DEPOSIT / BALANCE MUST BE RECEIVED BY \_\_\_\_\_ OR EXHIBIT SPACE MAY BE REASSIGNED OR FORFEITED.

## EVENT FEES

Exhibit Space:	_____ Standard Exhibit Package	x	\$ 2,895 each	=	\$ _____
	_____ Premium Exhibit Package (corner)	x	\$ 2,995 each	=	\$ _____

## ACCEPTANCE

The CPM Group is hereby authorized to reserve space for my company at CPM 2008 WEST May 20-22, 2008 at The Mirage in Las Vegas, NV. If our preferred space is not available, we will accept The CPM Group assignment closest to our choice.

I/We have read, understand and accept the terms and conditions outlined on this document (see reverse side) and agree to abide by all requirements, restrictions and obligations as outlined.

Acceptance of this application by The CPM Group constitutes a contract.

## EXHIBIT SPACE PACKAGE INCLUDES:

- Exhibit space
- Company/services listing and product profile in CPM 2008 WEST Show Directory
- One free full conference registration per 10' x 10' booth
- One-time use of the pre-show conference attendee list (With signed "List Usage Agreement")
- One-time use of the post-show conference attendee list (With signed "List Usage Agreement")
- Free exhibit hall passes to invite your customers.

## PAYMENT

Please read the Contract Terms and Conditions on the reverse regarding payment. Space rental fees must be paid in U.S. funds. A deposit must accompany all exhibit contracts to reserve space in the show. Contracts will not be confirmed, nor will space be assigned, until deposit has been received.

- For exhibit space reserved before December 13, 2007, 50% of the total fee and completed contract must be received at The CPM Group by December 14, 2007 to reserve selected exhibit space, with the balance of payment due February 22, 2008.
- For exhibit space reserved between December 14, 2007 and February 22, 2008, 50% of the total fee and completed contract must be received at The CPM Group within 10 days of invoice date to reserve selected exhibit space, with the balance of payment due by February 22, 2008.
- For exhibit space reserved after February 22, 2008, 100% of the total fee and completed contract must be received at The CPM Group upon receipt of invoice to reserve selected exhibit space.

Any request for space that arrives without the required deposit will not be processed. *Failure to make payment in full on or before February 22, 2008, will result in the reassignment of booth location or forfeiture of exhibit space and payments made on the account.*

Exhibit space is not formally reserved without the proper payment and documentation noted above. Failure to remit payment(s) in accordance with the above schedule will result in the reassignment of your booth location or forfeiture of exhibit space and payments made on account, as outlined in the contract terms and conditions on the reverse.

Special Instructions

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS DRAWN ON U.S. BANKS

Name (Please print) \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Show Management Use Only			
Date Received _____	Deposit Amount _____	Check # _____	Check Date _____
Booth Number _____	Booth(s) Assigned _____		
Accepted by The CPM Group _____			Date _____

## Contract Terms and Conditions

Upon acceptance of the contract, the Exhibitor shall be bound by the contract terms and conditions set forth herein. These contract terms and conditions have been established for the mutual benefit and protection of Exhibitors, Attendees and The CPM Group. With such additions or changes as may be made in the Exhibitor Prospectus, Exhibitor Kit, Exhibitor Updates or other communications being an integral part of the contract to which the exhibitor agrees.

**ELIGIBLE EXHIBITS.** All manufacturers or suppliers of a product or service used for contingency planning and management. Show management reserves the right to make the final determination of suitability for exhibiting.

**STANDARD BOOTH EQUIPMENT.** Included in the exhibit space fee is an 8-foot-high back drape and 3-foot high side rails. A standardized identification sign with company name and booth number also will be included at no charge. General contractor services, furnishings, carpet, utilities and shipping are the responsibility of the exhibitor.

**PAYMENT OF EXHIBIT SPACE.** Space rental fees must be paid in U.S. funds. A deposit must accompany all exhibit contracts to reserve space in the show. Contracts will not be confirmed, nor will space be assigned, until deposit has been received.

- For exhibit space reserved before December 13, 2007, 50% of the total fee and completed contract must be received at The CPM Group by December 14, 2007 to reserve selected exhibit space, with the balance of payment due by February 22, 2008.
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- For exhibit space reserved after February 22, 2008, 100% of the total fee and completed contract must be received at The CPM Group upon receipt of invoice to reserve selected exhibit space.

Any request for space that arrives without the required deposit will not be processed. Failure to make payment in full on or before February 22, 2008, will result in the reassignment of booth location or forfeiture of exhibit space and payments made on the account. The CPM Group reserves the right to cancel this contract if any payment terms are not met.

Exhibit space is not formally reserved without the proper payment and documentation noted above. Failure to remit payment(s) in accordance with the above schedule will result in the reassignment of your booth location or forfeiture of exhibit space and payments made on account.

### CANCELLATION, DOWNSIZING AND DEFAULT POLICY

In the event the EXHIBITOR cancels all, or part, of the exhibit space contracted for hereunder, the following provisions apply: (i) if written notice of cancellation is received by The CPM Group prior to February 1, 2008, Exhibitor shall pay a cancellation fee equal to thirty (30) percent of Rental Fee. (ii) If written notice of cancellation is received by The CPM Group by February 22, 2008, Exhibitor shall pay a cancellation fee equal to seventy (70) percent of Rental Fee. (iii) If written notice of cancellation is received by The CPM Group after February 22, 2008, no refunds will be given and Exhibitor shall pay 100% of Rental Fee. All payments made to The CPM Group under the Exhibit Space Contract shall be deemed fully earned and non-refundable when made in consideration for expenses incurred by The CPM Group and The CPM Group's lost or deferred opportunity to provide exhibit space to others, and all cancellation fees that may become due hereunder are acknowledged by EXHIBITOR to constitute liquidated damages. Forfeited monies will be applied to outstanding invoices the exhibiting company has with The CPM Group before a refund is issued. A company cannot apply forfeited monies toward the purchase of a new The CPM Group product or service.

If Exhibitor elects to downsize its booth space, Exhibitor's booth location on the floor plan of the Exhibition may be moved.

In the event Exhibitor defaults in any of its obligations under this Contract, in addition to having the right to direct Exhibitor to vacate the Exhibition Hall, Management shall have the right to collect from Exhibitor on demand the full amount of the Contract fees payable to Management as of the date of default, as well as the right to pursue any other remedy afforded it by law.

**SUB-LICENSING/BOOTH USAGE.** Except in certain limited circumstances involving parent corporations, their wholly-owned subsidiaries, and sister corporations, when approved in writing in advance by The CPM Group, Exhibitor shall not assign, sublet or share the space allotted. Exhibitor shall not sublicense, assign or otherwise permit any person to occupy Exhibitor's booth, or any part thereof, or use the booth for the exhibition of anything not specified in this Contract. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or 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. Exhibitor may not permit non-exhibiting companies' representatives to conduct business in its booth. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Rulings of the Management in its sole discretion shall in all instances be final with regard to use of any exhibit space.

**EXHIBIT AND DISPLAY RULES & REGULATIONS.** Each exhibitor is entitled to a reasonable sightline from the aisle. Standard Exhibits: For displays occupying one or more standard 10-by-10-foot booths in a straight line, all fixtures over four feet in height and placed within 10 feet of an adjoining exhibit, must be at least five feet from the aisle line. No display fixture can exceed 10 feet in height. Perimeter Wall Exhibits: For standard booths located on the outer perimeter of the exhibit floor, all fixtures over four feet in height and placed within 10 feet of an adjoining exhibit, must be at least five feet from the aisle line. No display fixture can exceed 10 feet in height. Peninsula Exhibits: For displays that occupy two or more standard units back-to-back with aisles on three sides, all fixtures over four feet in height and placed within 10 feet of an adjoining exhibit must be confined to that area of the booth that is at least 5 feet from the aisle line. No display fixture can exceed 10 feet in height. Island Exhibits: For exhibits that occupy four or more spaces with aisles on all four sides, written permission must be obtained from show management at least 60 days prior to the event for any fixture that exceeds 12 feet in height. Show management requests that exhibitors use professional display equipment. Exhibits must remain intact until the close of the show.

**EXHIBIT PACKAGE.** Package includes exhibit space, company and product profile on the show website and in the show directory, and one-time use of post-show attendee list. General contractor services, furnishings, carpet, utilities and shipping are the responsibility of the exhibitor.

**SPACE ASSIGNMENT.** Booths will be assigned according to the amount and configuration of space that is requested, as well as the date upon which the request and deposit are received. WPC, at its sole discretion, reserves the right to make assignments and rearrange floor plans and/or relocate exhibits.

**UNOCCUPIED SPACE.** If an exhibit space is not occupied by the close of installation hours established for the show, such space may be possessed by show management for any purpose it deems fit. Such action does not release the exhibitor of any liability under this contract.

**CHARACTER OF EXHIBITS.** The general rule of the exhibit floor is "be a good neighbor." No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. All demonstrations and the distribution of promotional materials must be confined to the limits of the exhibit space leased. Show management reserves the right to impose limitations on noise and other methods of operation which become objectionable. Distribution of food or promotional giveaways must be approved in advance of the show by show management. Adhesive backed items are not permitted on the walls of the exhibit hall.

**SOCIAL FUNCTIONS.** Exhibitors may conduct social functions in public areas of the exhibit facility, host hotels, or other facilities in the vicinity of CPM 2008 WEST as long as they do not conflict with scheduled programs or activities of CPM 2008 WEST. No exhibitor shall conduct or sponsor during published show hours any banquet, breakfast, luncheon, party or any other function for attendees, other exhibitors or for those who have been invited to attend CPM 2008 WEST, without the prior written approval of The CPM Group.

**DIRECT SALES.** CPM 2008 WEST is for educational and informational purposes. No retail sales are allowed within the exhibit area at any time, but orders may be taken for future delivery.

**BADGES AND EXHIBIT PERSONNEL.** Badges will be required for entry into the exhibit hall at all times. Badges are not transferable and will be confiscated if worn by other than the person to whom issued. The exhibitor shall have an authorized representative present at CPM 2008 WEST throughout all exhibit periods and during the installation and dismantling of his exhibit. The name of the authorized representative shall be furnished to CPM 2008 WEST on this contract, and shall be confirmed not less than 30 days before the opening date of the Show.

**FAILURE TO HOLD EXHIBITION.** If the exhibition facility becomes, at the discretion of The CPM Group, unfit for occupancy or if holding the exhibition would be substantially or materially affected by causes outside the control of The CPM Group, then The CPM Group will not be liable for the fulfillment of this contract. "Causes outside the control of The CPM Group" include, but are not limited to, acts of God, war, government regulation, disaster, fire, strikes, civil disorder or any other extraordinary occurrence. The CPM Group will not be responsible for damage, loss or increased costs resulting from said causes. If the exhibition, or any part thereof, is terminated, then The CPM Group may retain such part of an 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.

**LIMITS OF LIABILITY.** Exhibitor agrees to indemnify and hold harmless The CPM Group, its officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of any kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damage or any other cause.

The CPM Group shall not be responsible for loss or damage to displays or goods belonging to exhibitors. All such items are brought to the show and displayed at exhibitor's own risk. Exhibitor agrees that The CPM Group shall not be responsible in the event of any errors or omissions in the official show directory or in any promotional material.

Exhibitor shall be held responsible for any and all damages to the exhibit hall caused by the installation, occupancy or dismantling of his exhibit. In such cases, the facility shall designate a contractor for the repair and the exhibitor shall make restitution for the damage.

**INSURANCE.** Exhibitor is advised to see that its regular company insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance.

**MUSIC, PHOTOGRAPHS AND OTHER COPYRIGHTED MATERIAL.** Each exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted materials in exhibitor's booth or display. No exhibitor shall be permitted to play, broadcast or have performed any music or use any other copyrighted materials such as photographs or other artistic works, without first presenting to The CPM Group proof satisfactory that the exhibitor has, or does not need, a license to use such music or copyrighted material. The CPM Group reserves the right to remove from the exhibit hall all or any part of any booth or display which incorporates music, photographs or other copyrighted material for which the exhibitor fails to produce proof that the exhibitor holds all required licenses. The exhibitor shall remain liable for and shall indemnify and hold The CPM Group, its agents and employees, harmless from all loss, cost, claims, causes of action, suits, damages, liability, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by exhibitor, exhibitor's agents or employees of any patent, copyright or trade secret rights or privileges.

**UNION REGULATIONS.** Union regulations will be provided in the Exhibitor Services Manual.

**FIRE CODES.** Federal and local fire laws must be strictly observed. Aisles, fire exits, and fire protection equipment must not be blocked by exhibitor's displays or equipment. No decoration of paper, pine boughs, leaf y adornments, or tree branches will be allowed. All cloth decorations must withstand a flameproof test as prescribed by local fire ordinances.

**DEFAULTS.** If the exhibitor is a party to other contracts with The CPM Group, including, but not limited to contracts for exhibit space, advertising space or direct marketing services, and the exhibitor fails to make any payment when due under this or any other contract (hereinafter the "Defaulted Contract"), The CPM Group may, at its sole discretion and without prior notice to the exhibitor, reapply any or all funds paid by the exhibitor under any contract with The CPM Group to the payment due on the Defaulted Contract and in such event, The CPM Group shall promptly notify the exhibitor of such application. In the event that such reapplication shall create a default under a contract other than the Defaulted Contract, which default is not cured within 10 days after notice to the exhibitor, then The CPM Group may terminate that contract. In such event, all of the provisions set forth under the headings "Payment of Exhibit Space" and "Cancellation, Downsizing and Default Policy" shall apply. In the event that it shall be necessary for The CPM Group to bring suit to enforce any of its rights hereunder, The CPM Group shall be entitled to recover all costs of such suits, including reasonable attorney's fees. The CPM Group reserves the right to cancel this contract if any payment terms are not met.

**ENFORCEMENT.** All parts of the CPM 2008 WEST Exhibit Contract are self-sustaining and may be separately enforced. If disputes involve a court of law, the State of California shall have jurisdiction.