



**MAY 15<sup>TH</sup> – 17<sup>TH</sup>, 2007**  
**THE HYATT REGENCY SANTA CLARA**  
**SANTA CLARA, CA**

# 2007 Exhibitor Application & Contract

## 1. Company Information

Company Name

Address

City

State/Province

Country

ZIP/Postal Code

Key Contact Title

Phone

Fax

E-mail

## 2. Product Description for Show Directory Listing.

This information will appear in the Official Show Directory. Please list the products or services you will be exhibiting in 50 words or less.

## 3. Sponsor Selection.

Please check one of the following:

Platinum Sponsor \$10,000

Gold Sponsor \$5,000

Silver Sponsor \$3,000

Payment in full in U.S. funds must accompany this signed application. Make checks payable to Technology Marketing Corporation.

## 4. Advertising/Sponsorship Opportunities.

**Yes, we are interested in advertising in the Official Show Directory.**

**Yes, we are interested in show sponsorships. Please contact us with details.**

**5. Signature.** I have read this Application & Contract and understand it will become a binding contract upon the acceptance by Technology Marketing Corporation and is subject to the basic terms and conditions stated on the reverse side hereof and the rules and regulations contained in the Exhibitor Information Kit, which rules and regulations are incorporated herein and made a part of this Application & Contract.

**Cancellation Policy.** Once a contract has been signed and accepted by Communications Developer Conference Show Management, the following cancellation policy applies: The exhibitor is liable for 50% of the total amount contracted, if cancelled in writing more than 90 days prior to the show. If the cancellation occurs within 90 days of the show, the exhibitor is liable for 100% of the contracted amount.

Authorized Signature

Date

Name (please print)

Title

**Please return copy with payment to Communications Developer Conference. In addition, please fax a copy to reserve the space.**

*Produced by*

**Technology Marketing Corporation**

One Technology Plaza, Norwalk, Connecticut 06854 USA

www.itexpo.com

203-295-0172 (Fax)

203-852-6800 or 800-243-6002



## Terms & Conditions

**1. CONTRACT & ARBITRATION.** This Agreement between Applicant ("Exhibitor") and Technology Marketing Corporation, d/b/a COMMUNICATIONS DEVELOPER CONFERENCE ("Show Management" or "Event"), shall constitute a valid and binding contract. Show Management reserves the right to render all interpretations and to establish further regulations as it may deem necessary for the general success of the Event. It is further agreed that the conditions, rules and regulations, as herein stated and as outlined in the Exhibitor Information Kit, are included in

this contract by reference and are made part hereof as though fully incorporated herein, and that Exhibitor agrees to be bound by each and every one thereof. All disputes, differences or questions arising out of or relating to this Agreement, or the validity, interpretation, breach, violation or termination thereof, shall be finally and solely determined and settled by arbitration at Norwalk, Connecticut in accordance with the existing Commercial Arbitration Rules of the American Arbitration Association. The arbitrators may grant any remedy or relief deemed to be just and equitable. Judgment upon any arbitration award(s) may be entered and enforced in any court of competent jurisdiction.

**2. USE OF SPACE.** Show Management reserves the right to decline, prohibit or expel an exhibit which, in its sole judgment, is out of keeping with the character of the Event, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Distribution of advertising material and exhibitor solicitations of any sort shall be restricted to Exhibitor's booth. Exhibitor's exhibit or product may not extend into any aisle. Exhibitor shall not arrange its exhibit so as to obscure or prejudice adjacent Exhibitors. Exhibitor shall not assign or sublet any part of its assigned space without the written consent of Show Management. Any space not occupied by the time set for completion of installation of displays will be reassigned at the discretion of Show Management. All booth rentals paid will be retained by Show Management unless special arrangements have been made in advance. Exhibitor will keep its exhibit booth(s) open and staffed at all times during Event hours.

**BOOTHS -** Standard booth equipment (back wall, siderail and a company identification sign) is provided by Show Management without cost to Exhibitor. If Exhibitor plans to install a completely constructed display of such character that Exhibitor shall not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. Please refer to the "Booth Definition" diagram included in the Exhibitor Information Kit. Raw wood, cardboard or similar materials for wings to booths must be covered or painted if they are visible to adjacent booths. Exhibitor is also responsible for masking the "bones" of Pop-Up Displays if they are obtrusive and visible. Show Management reserves the right to mask these areas at Exhibitor's expense, if necessary. Failure to comply with the rules and regulations as stated in the Exhibitor Information Kit will result in the alteration or removal of the display at Exhibitor's expense. Rental fees for services and exhibit space are not refundable at the time of removal. Exhibitor shall be bound by all applicable and pertinent laws, codes and regulations of the municipality or other authorities having jurisdiction over the facility or the conducting of such expositions, together with the rules and regulations of the owners and/or operators of the facility in which the Event is held.

**3. EXHIBITOR NON-COMPLIANCE.** It is agreed that if Exhibitor fails to comply, in any respect, with the terms of this Agreement, then Show Management shall have the right, without notice to Exhibitor, to sell or offer for sale the exhibit space covered by this contract. Exhibitor shall be liable to Show Management for any deficiency, loss or damage suffered by Show Management, together with reasonable expenses and costs incurred by reason thereof. It is further agreed that the actual occupation of the exhibit space by an exhibit is of the essence thereof, and should Show Management be unable to effect the sale of the space as herein provided, Show Management is then expressly authorized to occupy or cause said space to be occupied in such a manner as it may deem in the best interests of the Event, without any rebate or allowance whatsoever to Exhibitor and without in any way releasing Exhibitor from any liability hereunder, and Exhibitor expressly agrees to pay the full sum as herein set forth. Show Management will not be liable for the non-fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or insurrection, strikes, the authority of the law, postponement or cancellation

of the Event or if the Event is canceled or postponed for any reason beyond the control of Show Management. If the Event is not held for any of the above named reasons, Show Management will reimburse Exhibitor for amounts paid in, less actual, out-of-pocket expenses incurred, such as rent, advertising, labor, operating costs, etc., on a pro-rata basis.

**4. INSURANCE.** Exhibitor shall carry commercial liability insurance covering products, services and operations, employees, independent contractors, personal injury and blanket liability of at least \$1 million. Coverage must be evidenced by a current certificate of insurance supplied to and naming Technology Marketing Corporation and The Hyatt Regency Santa Clara as additional insureds at least 30 days prior to the start of the Event. Exhibitor shall be fully responsible to pay for any and all damages to property owned by The Hyatt Regency Santa Clara, its owners or managers which result from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless The Hyatt Regency Santa Clara and Technology Marketing Corporation and their respective owners, managers, officers, directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages or expenses arising from, out of or by reason of any accident or bodily injury or other occurrences to any person(s), including the Exhibitor, its agents, employees and business invitees, which arise from or out of the Exhibitor's occupancy and use of the Event premises, the Hotel, or any part thereof, except to the extent such losses result from the negligence of The Hyatt Regency Santa Clara and/or Technology Marketing Corporation.

**5. CANCELLATION POLICY.** Once a contract has been signed and accepted by Show Management, the following cancellation policy applies: Exhibitor is liable for 50% of the total amount contracted if cancelled in writing more than 90 days prior to the show. If the cancellation occurs within 90 days of the show, Exhibitor is liable for 100% of the contracted amount.

**6. AVAILABLE SERVICES.** On behalf of the Exhibitors, Show Management has designated official exhibition contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Information Kit. Show Management assumes no responsibility or liability for any services performed or the materials delivered by the foregoing persons, parties or organizations. Arrangements for these services and payments are to be made between Exhibitors and official exhibition contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, Exhibitor agrees to comply with the regulations.

**7. PROTECTION OF FACILITIES.** Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to the columns, walls, floors or other parts of the convention hall exhibit area without permission from the proper building authority. Caustic or staining fluids/materials must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with the directions of Show Management and/or the convention hall management, as applicable.

**8. INSTALLATION & DISMANTLING.** The specific requirements as to time for installation and dismantling of exhibits shall be set forth in the Exhibitor Information Kit supplied to each Exhibitor for this particular exhibition. Such requirements shall be binding upon the Exhibitor as though fully set forth herein.

**9. RULES & REGULATIONS.** Exhibitor will comply with all rules and regulations issued by Show Management as amended from time to time.

**10. ADA COMPLIANCES.** Exhibitor warrants that all of its activities and actions with respect to COMMUNICATIONS DEVELOPERS CONFERENCE shall be in full compliance with the Americans With Disabilities Act of 1991 and all rules and regulations implementing said Act.