

Spring 2003 Exhibitor Contract



MAY 20-21, 2003
SHERATON FERNCROFT RESORT
DANVERS, MA

1. Company Information

Company Name _____

Address _____

City _____ State/Province _____ Country _____ ZIP/Postal Code _____

Contact _____ Title _____

Phone _____ Fax _____ E-mail _____

2. Booth Selection and Payment Terms

PEDESTAL UNIT - \$6,000

Includes:

- Pedestal structure
- 1000 watt electric drop
- 4/C sign
- 17" monitor
- Wireless Internet access (must have WiFi-enabled device)
- Carpet
- Two full conference passes

8x10 Space \$4,500 - (Maximum 8x20 for \$9,000)

Includes:

- 6 ft draped table (you can bring booth or do the event as a table-top)
- 1000-watt electric drop
- Carpet
- Wireless Internet access (must have WiFi-enabled device)
- b/w ID sign
- Two full conference passes

Both packages include emailable VIP passes, a 50-word description in the show directory, a 50-word description on the website, and use of the pre-registered and post show attendee lists (for mailing purposes only).

PEDESTAL Booth Preferences:

1st Choice: # _____ 2nd Choice: # _____ 3rd Choice: # _____ Total Cost \$6,000 = \$ _____

8x10/8x20 Booth Preferences:

1st Choice: # _____ 2nd Choice: # _____ 3rd Choice: # _____ Total Cost \$4,500 = \$ _____

Payment due in full in U.S. funds. Make checks payable to **Technology Marketing Corporation**.

3. Advertising/Sponsorship Opportunities (If checked, information will be sent via e-mail)

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

Yes, we are interested in sponsorships opportunities.

4. Signature I have read this 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 Contract.

CANCELLATION POLICY

Once a contract has been signed and accepted by Planet PDA™ 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 white copy with payment to PLANET PDA™ Spring 2003; keep yellow copy for your records.

Produced by

Technology Marketing Corporation

One Technology Plaza, Norwalk, Connecticut 06854 USA www.planetpdaexpo.com

Phone: 203-852-6800 or 800-243-6002 Fax: 203-295-0172



Basic Terms & Conditions

The words "rules and regulations" shall mean the rules and regulations contained in the Exhibitor Information Kit as amended from time to time by Technology Marketing Corporation.

1. **CONTRACT & ARBITRATION.** This Agreement, properly executed by Applicant (Exhibitor) shall, upon written acceptance by Technology Marketing Corporation (Planet PDA™ Show Management) constitute a valid and binding contract. Planet PDA™ Show Management reserves the right to render all interpretations and to establish further regulations as it may be deemed necessary for the general success of the exhibition. 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 as a part hereof as though fully incorporated herein, and that the said 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 awards may be entered and enforced in any court of competent jurisdiction.

2. **USE OF SPACE.** Planet PDA™ Show Management reserves the right to decline, prohibit, or expel an exhibit which, in its judgment, is out of keeping with the character of the exhibition, 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 the Exhibitor's booth. Exhibitor's exhibit or product may not extend into any aisle. No Exhibitor shall arrange his or her exhibit so as to obscure or prejudice adjacent Exhibitors in the opinion of Planet PDA™ Show Management. No Exhibitor shall assign or sublet any part of his or her assigned space without the written consent of Planet PDA™ 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 Planet PDA™ Show Management unless special arrangements have been made in advance. All Exhibitors will keep their exhibit booths open and staffed at all times during the Exposition hours.

BOOTHS - Standard booth equipment (back wall, siderail and a company identification sign) is provided by Planet PDA™ Show Management without cost to the Exhibitor. If an Exhibitor plans to install a completely constructed display of such character that the 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 your Planet PDA™ 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. The Exhibitor is also responsible for masking the "bones" of Pop-Up Displays if they are obtrusive and visible. Planet PDA™ Show Management reserves the right to mask these areas at their discretion at the Exhibitor's expense.

Failure to comply with the rules and regulations as stated in the Planet PDA™ Exhibitor Information Kit will result in the alteration or removal of the display at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable at the time of removal.

Exhibitors shall be bound by all applicable pertinent laws, codes, and regulations of the municipality or other authorities having jurisdiction over the facility or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the facility in which the exhibition is held.

3. **EXHIBITOR NON-COMPLIANCE.** It is agreed that if the Exhibitor fails to comply, in any respect, with the terms of this Agreement, then Planet PDA™ Show Management shall have the right, without notice to the Exhibitor, to sell or offer for sale, the exhibit space covered by this contract, said Exhibitor to be liable for deficiency, loss, or damage suffered by the Planet PDA™ Show Management by reason of the premises stated, which loss or damage the Exhibitor agrees to pay the Planet PDA™ Show Management upon demand 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 Planet PDA™ Show Management be unable to effect the sale of the space as herein provided, Planet PDA™ 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 exhibition, without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay the exhibition the full sum as herein set forth.

Planet PDA™ 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 exposition or if the Planet PDA™ Event is canceled or postponed for any reasons beyond the control of Planet PDA™ Show Management. Planet PDA™ Show Management will, however, in the event of its not being able to hold an exhibit for any of the above named reasons, reimburse Exhibitors on a pro-rata basis on any amount paid in, less any and all expenses incurred, such as, but not limited to rent, advertising, salaries, operating costs, etc.

4. **INSURANCE.** Exhibitors shall carry worker's compensation, commercial general liability including products and completed operations, independent contractors, personal injury and blanket contractual liability insurance of at least \$500,000 per occurrence, \$500,000 aggregate. These coverages must be evidenced by a certificate of insurance with a 30-day notice of cancellation provision supplied to and naming Technology Marketing Corporation and Planet PDA™ as additional insured at least 30 days prior to the proposed exhibition date. It is strongly recommended that Exhibitors also carry insurance to cover the loss of or any damage to their exhibits or personal property while such property is located at or in transit to or from the exhibit site. Technology Marketing Corporation and Planet PDA™ Show Management assume no liability for any loss or damage to any property of the Exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft, or any other cause whatsoever. While the exhibition may provide security guards, it is done solely as an accommodation to the Exhibitors. The Exhibitor expressly agrees to save and hold harmless Planet PDA™ Show Management and Technology Marketing Corporation, their management, agents, and employees from any and all claims, liabilities, and losses for injury to persons (including death) or damage to property arising in connection with Exhibitor's use of exhibit space, except such losses as may be the result of the sole negligence of Planet PDA™ Show Management or Technology Marketing Corporation.

5. **CANCELLATION POLICY.** Once a contract has been signed and accepted by Planet PDA™ 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.

6. **AVAILABLE SERVICES.** On behalf of the Exhibitors, Planet PDA™ 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 to be issued separately. Planet PDA™ 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 exposition 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, the Exhibitor agrees to comply with the regulations.

7. **PROTECTION OF FACILITIES.** Nothing shall be posted on, tacked, nailed, or 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. Fluids, caustic, or staining 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 directions of Planet PDA™ Show Management, the convention hall management, or their assistants.

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.** The Exhibitor will comply with all rules and regulations issued by Planet PDA™ Show Management as amended from time to time.

10. **ADA COMPLIANCES.** The Exhibitor consents and agrees that all of its activities and actions with respect to Planet PDA™ shall be in full compliance with the Americans With Disabilities Act of 1991 and all rules and regulation implementing the Act.