

Exhibitor/Sponsor Contract



April 25-26, 2006
 Metro Toronto
 Convention Centre

PAYMENT DUE IN FULL UPON RECEIPT
 OF INVOICE
 PAYABLE TO: Incisive Interactive Marketing LLC
 PO Box 7821
 Postal Station A
 Toronto, ON M5V2R2
 Tax ID No. 871559787
 Fax to: 203 547-6116 • Phone: 203 662-2987

Exhibitor/Sponsor Information

Company Name: _____ URL: _____
 Listing (as you would like it to appear on all promotional materials): _____
 Address: _____ P.O. Box: _____
 City: _____ State/Prov.: _____ Zip: _____ Country: _____
 Contact Name: _____ Title: _____
 Phone: _____ Fax: _____ E-mail: _____
 Company Billing Contact: _____ Phone: _____

Exhibit Space

The rent for exhibit space is U.S. \$40.00 per square foot and only includes raw floor space, back and side wall draping (for standard, linear, booths only) an identification sign and an Exhibitor Service Manual.

1st Choice-Booth (s) # _____ Depth: _____ X Width: _____ Total Square Footage: _____
 2nd Choice-Booth (s) # _____ Total Rent \$: _____

Although Show Management will consider requests for specific booths, no assurances can be given that the Exhibitor will be assigned the specific booth requested.

Sponsorships available

	Price	Reserved
• Premier Plus Sponsorship (limited to 2)	\$20,000	\$ _____
• Premier Sponsorship (limited to 6)	\$15,000	\$ _____
• Reception Sponsorship	\$10,000	\$ _____
• Networking Breakfast Sponsorship (limited to 2).....	\$6,000	\$ _____
• Networking Lunch Sponsorship (limited to 2)	\$6,000	\$ _____
• E-Mail Message Center Sponsor (exclusive)	\$6,000	\$ _____
• T-Shirt Sponsorship (exclusive)	\$5,000	\$ _____
• Bag Sponsorship (exclusive).....	\$5,000	\$ _____
• Lanyard Sponsorship (exclusive)	\$3,500	\$ _____
• Conference Handbook Inside Front Cover Sponsorship (exclusive)	\$3,500	\$ _____
• Conference Handbook Back Cover Sponsorship (exclusive)	\$3,500	\$ _____
• Badge Holder Insert Sponsorship (exclusive)	\$3,500	\$ _____
• Conference Handbook Advertising Sponsorship (limited)	\$3,000	\$ _____
• Hanging Banner Sponsorship (limited).....	\$3,000	\$ _____
• Freestanding Billboard, double-sided.....	\$3,500	\$ _____
• Freestanding Billboard, single-sided	\$2,500	\$ _____
• Notepad Sponsorship (exclusive).....	\$2,000	\$ _____
• Pen Sponsorship (exclusive).....	\$2,000	\$ _____
• Promotional Distribution (limited)	\$2,000	\$ _____
• E-Mail Promotion Blast (exhibitors only)	\$1,500	\$ _____
• Special Events Promotion (exhibitors only)	\$1,500	\$ _____
	GST 7%	\$ _____
	Total	\$ _____

PAYMENT DUE IN FULL UPON RECEIPT OF INVOICE. IN ALL CASES, CONTRACT MUST BE PAID IN FULL PRIOR TO EXHIBITOR/SPONSOR RECEIVING SPONSORSHIP BENEFITS OR EXHIBITING. The person signing this document expressly represents and warrants to Incisive Interactive Marketing LLC that they are authorized by Sponsor /Exhibitor to bind it to the terms and conditions hereof. The person signing this document understands and agrees that they are personally bound and liable pursuant to the terms and conditions hereof in the event such authority to bind the Sponsor/Exhibitor does not actually exist. THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ AND ACCEPT THE TERMS AND CONDITIONS AS SET FORTH ON THE BACK/SECOND PAGE OF THIS CONTRACT.

Authorized Signature and Title: _____ Date: _____
 Printed Name: _____

See attached terms, conditions and rules and please initial where indicated

EXHIBITING/SPONSORING TERMS, CONDITIONS AND RULES

1. **General Event Information:** The event detailed on the front of this Contract (the "Event") is being organized by Incisive Interactive Marketing LLC ("IIM,LLC"). IIM,LLC's obligation to hold the Event is conditioned upon the facility in which the event is scheduled to be held (the "Facility") making available the space applied for by IIM,LLC during the time period set forth above. Event hours will be established by IIM,LLC and IIM,LLC reserves the right to make changes to this schedule. IIM,LLC makes no representations or warranties regarding the number of persons or exhibitors who will attend the Event, such numbers being impossible to predict accurately ahead of time. You, the Exhibitor/Sponsor (hereafter the "Exhibitor") agree to abide by the terms and conditions on this page and those set forth on the front/first page of this Contract. Exhibitor grants to IIM,LLC the right to use Exhibitor's name, trademark and logo in connection with the promotion and production of the Event and the purposes of this Contract. This Contract shall be fully binding on the parties upon acceptance by IIM,LLC. IIM,LLC's providing of value or issuance of an invoice is deemed acceptance.

2. **Exhibit Space Assignment:** IIM,LLC shall assign exhibit space to the Exhibitor for the period of the Event only and this does not imply that the same or similar space will be held or offered for future events. Effort will be made to respect Exhibitor's space choices whenever possible, but IIM,LLC reserves the right to move exhibit space after initial assignment and IIM,LLC's decision will be final. If IIM,LLC shall assign to Exhibitor, in lieu of the original exhibition space, such other space as IIM,LLC deems appropriate, Exhibitor agrees to use such other space under the terms of this Contract. Such re-assigned space will be the same size. IIM,LLC reserves the right to withdraw or cancel its acceptance of this Contract if it determines that the Exhibitor is not eligible to participate or Exhibitor's product or services are not eligible to be displayed in the Event. IIM,LLC reserves the right to change the location and/or dates of the Event.

3. **Exhibit Space Usage:** Exhibitor shall provide adequate staff for maintenance and operation of the Exhibit during all exhibit hours. Products or services displayed must be those normally manufactured by or provided by the Exhibitor. Exhibitor shall not transfer or assign to a third party any or all portion of its rights hereunder to the exhibition or advertising space or any portion thereof (including for example, "booth sharing") without the prior written consent of IIM,LLC, which IIM,LLC may withhold at its discretion. If Exhibitor utilizes music or any third party's intellectual property, the Exhibitor shall first obtain written permission from the owner for such use as required by applicable laws. Exhibitor may not share its exhibit or advertising space with any other person or entity (including an affiliate company).

4. **Exhibitor Conduct:** Exhibitor, and each of its representatives, shall conduct itself in a manner in accordance to standards of decency and good taste and may not interfere with other exhibitors. Noise, music, live or recorded announcements, and lighting that are deemed objectionable or excessively loud by IIM,LLC, in its sole discretion, may be prohibited, restricted or relocated. No demonstrations, solicitations, or distribution of materials or other exhibitor activities shall be permitted outside of the Exhibitors assigned booth space, and no signs or placards may be displayed on persons or otherwise outside of assigned booth space without the prior written consent of IIM,LLC. Exhibitor shall not hold any meeting or event that conflicts with Event or conference program hours nor promote its participation in any non-IIM,LLC event without prior written consent of IIM,LLC. Exhibitors are prohibited from bringing or distributing alcoholic beverages into the exhibit or conference areas. Exhibitors may not make sales which result in the exchange of product or money within the exhibit hall. The operation of games of chance or lottery devices or actual or simulated pursuit of any recreation pastime is only permitted upon written consent from IIM,LLC. IIM,LLC reserves the right to prohibit or expel any exhibit which, in its sole judgement, is in poor taste, out of character, a nuisance, in breach of this Contract, illegal or otherwise reflects poorly upon the Event.

5. **Installation And Dismantling:** All exhibits, signage and display materials shall be subject to the restrictions and guidelines in the Exhibitor service manual for each Event. Exhibits may not block, obstruct the general view of, or otherwise interfere with other exhibits. All exhibits shall be installed, constructed and operated in a safe manner. IIM,LLC will maintain Event aisles. Exhibitors are responsible, at their own expense, for keeping their assigned exhibit space clean and in good order. IIM,LLC shall have final approval for all arrangements and items displayed in exhibit booth and may at its discretion require rearrangements or alternate placement of booth materials. All display materials must be flameproof. Exhibitor explicitly agrees that, in the event Exhibitor fails to install products in assigned space or fails to remit payment for required space rental prior to move in date, IIM,LLC shall have the right to take possession of said space and lease same to such parties and upon such terms that it may deem proper. All displays must be fully set up prior to the opening of the Event, and all exhibits must be open for business during all Event hours. In addition, Exhibitor may not dismantle the display until the Event closes according to the time and date specified by IIM,LLC. When vacated, all exhibit space shall be left in good order. Exhibitor shall not injure or deface floors or walls.

6. **Exhibit Space And Rates:** Exhibitor agrees that all exhibit fees, all costs related to sponsoring the Event or any other amounts owed to IIM,LLC, must be paid to IIM,LLC prior to move in of Exhibitor's display into the Event or any sponsorship benefits are provided. In the event that the Exhibitor fails to pay any or all such fees in a timely manner, IIM,LLC at its sole and exclusive discretion, may reassign or cancel the exhibit space or sponsorship benefits. In the event that the Exhibitor pays the exhibit/sponsor fees after such reassignment, IIM,LLC, in its sole and exclusive discretion, will assign such other exhibit/sponsor space, if then available, which IIM,LLC in its sole and exclusive discretion deems appropriate. Exhibitor remains liable for payment of all fees set forth in this Contract, subject only to the applicable cancellation schedule herein. Exhibitor shall be responsible for all collection costs and legal fees for any balance that is placed for collections. IIM,LLC shall have the right to offset the amount of any obligation owed to IIM,LLC against any amount owed by IIM,LLC to Exhibitor or to apply any payments to any other amount owed by Exhibitor to IIM,LLC.

7. **Advertiser's Content:** Advertising reserved under this Contract shall only Exhibitor advertise or promote goods and/or services manufactured or sold by the Exhibitor named on the reverse side hereof, and related to the Event. The Exhibitor may not assign, sublet or otherwise promote goods of any other firm or entity in such Advertising. The Exhibitor's content submitted for use in the Advertising pursuant hereto, which content shall include, not to be limited to, text, illustrations, graphics, representations, sketches, maps, trademarks, logos, labels, or service marks, shall comply with all applicable laws including, but not limited to laws of obscenity, pornography, defamation, copyright, trademark and other intellectual or intangible property rights. Insertion instructions shall be submitted for every advertisement.

8. **Editorial Discretion:** Requests for specific advertising positions will be given consideration, but no assurances can be given with respect to positions unless the Exhibitor has specifically paid for a premium position as indicated on the front hereof. IIM,LLC reserves the right to place the word "advertisement" or words of similar meaning in any Exhibitor content. IIM,LLC reserves the right to reject any Exhibitor's content which IIM,LLC, in its sole discretion, determines to be inconsistent with its publication standards, the overall character of the Advertising or the law. In the event IIM,LLC repudiates acceptance of this Contract or otherwise rejects any Exhibitor's content, the Exhibitor shall be entitled to the refund of a pro-rata portion of the advertising charges actually received by IIM,LLC attributable to advertising which the Exhibitor does not utilize pursuant hereto, subject to an offset for any benefits received.

9. **Contractor Services And Information:** Exhibitors shall only use IIM,LLC selected contractors to provide necessary support and facilities services. IIM,LLC must approve, in advance, the use of non-IIM,LLC appointed Event contractor(s), which approval (if given) shall contain the terms and conditions under which such approval is given, including insurance requirements, etc.

10. **Photography/Video/Recording:** No photographs, video or recording of Event shall be made without the prior written consent of IIM,LLC. Exhibitor agrees that IIM,LLC may record, broadcast or take photographs or video of Exhibitor's booth space, exhibit, and exhibit personnel and Exhibitor authorizes such for any promotional use by IIM,LLC.

11. **Registration Badge:** Exhibitor and each of its employees and representatives must apply for an official registration badge from IIM,LLC and wear such badge at all times when in the exhibit building. Badges are non-transferable, and if transferred to or used by any party other than the individual, to whom it was issued, may be canceled by IIM,LLC in its discretion.

12. **Cancellation Or Termination Of Event:** If, because of fire, strike, earthquake, war, construction or renovation projects affecting the Facility, government regulation, disaster, disease, terrorism, interruption of transportation or communications, Act of God, or the public enemy, the Event, or any part thereof, is prevented from being held or is canceled by IIM,LLC, IIM,LLC in its sole discretion, shall determine whether to refund to the Exhibitor no more than its proportionate share of the balance of the aggregate fees received after deducting expenses incurred by IIM,LLC and reasonable compensation to IIM,LLC. In no case shall the amount of refund to Exhibitor exceed the amount of the exhibit fees paid. A change in name of the Event is not a cancellation. IIM,LLC shall be entitled to cancel an Exhibitor at any time for failure by an Exhibitor to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to any refund of any part of any fee or any other payment.

13. **Exhibitor Cancellation:** If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving written notice thereof sent to: Incisive Interactive Marketing LLC, Attn: Vice President of Sales, Events Group, 23 Old Kings Highway South, Darien, CT 06820, by certified mail, return receipt requested, postage prepaid. In such event, the Exhibitor shall continue to be liable for the following cancellation fees: (i) if the Exhibitor cancels this Contract more than 120 days prior to the Event, a cancellation fee equal to 50% of the total Contract shall apply or (ii) if the exhibitor cancels this Contract any time between 0 and 120 days prior to the Event, a cancellation fee equal to 100% of total Contract shall apply. Because these dates are related to the Event date and not to the date of this Contract, these dates shall apply regardless of the date on which this Contract is executed. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause IIM,LLC to sustain damages which will be substantial, but are not be capable of determination with absolute precision. Therefore, these provisions are for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages and not a penalty. The date of the cancellation shall be the date IIM,LLC receives the Exhibitor's notice. In the event that the Exhibitor cancels this Contract according to the terms and conditions contained herein, any additional decorating expenses or other costs IIM,LLC may incur as a result of such cancellation shall be due and payable to IIM,LLC from Exhibitor upon presentation of an invoice by IIM,LLC to Exhibitor.

14. **Indemnity And Limitation Of Liability:** Neither IIM,LLC nor the Facility, nor either of their officers, agents, employees, or other representatives shall be held liable for, and they are hereby released from any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its visitors, invitees, officers, agents, employees or other representatives, resulting from Exhibitor's participation in the Event, licensing and/or use of exhibition or advertising space hereunder, or its exhibit booth whether from negligence, earthquake, fire, theft, water or accident of any other cause, or Exhibitor's breach of this Contract. The Exhibitor shall indemnify, defend, and hold harmless IIM,LLC and the Facility and their respective owners, directors, officers, employees, agents and representatives, from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees, and expenses of any kind which might result or arise from any action or failure to act on the part of the Exhibitor or its officers, agents, employees, or other representatives or breach of this Contract. Neither IIM,LLC nor the Facility shall be responsible for the security of Exhibitor's products, proprietary information or exhibit materials. Exhibitor understands that neither IIM,LLC or the Facility maintains insurance covering the Exhibitor's property and liability, and it is the sole responsibility of the Exhibitor to obtain such insurance and to provide evidence thereof to IIM,LLC and/or the Facility. Exhibitor shall, at its expense, obtain from reputable insurance companies (i) liability and property damage insurance in an amount no less than \$1 million per occurrence, and (ii) workers' compensation insurance covering its employees in at least the statutory amount, and shall provide evidence of such insurance to IIM,LLC. Under no circumstances shall IIM,LLC, its agents, affiliates, employees or directors be liable for lost profits, or other indirect, incidental, consequential or exemplary damages in connection with the Event.

15. **Observance Of Laws And Regulations:** Exhibitor shall abide by and observe any laws, rules, regulations, and ordinances, and all rules and regulations of IIM,LLC and the Facility in connection with its participation in the Event as may be set from time to time. In addition, Exhibitor must observe all union regulations and electrical codes to which the Facility is subject.

16. **Warranty:** In addition to IIM,LLC's right to close an exhibit and cancel this Contract, IIM,LLC, in its sole judgment, may refuse to consider for participation in future events an Exhibitor who violates or fails to abide by all such terms, conditions, and rules. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT-IIM,LLC EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. The rights of IIM,LLC under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of IIM,LLC. IIM,LLC shall have full power to make amendments and set further terms, conditions, and rules as shall be deemed necessary in the best interest of the Event.

17. **Taxes And Licenses:** Exhibitor shall be responsible for obtaining all licenses, permits and approvals under local, state or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with, its participation in the Event.

18. **Disputes:** Any dispute arising out of this Contract shall be governed and construed by the laws of the State of Connecticut, and in any suit arising therefrom, the Exhibitor submits itself to the exclusive jurisdiction of the Federal and State courts of the State of Connecticut, USA, and that venue for any such suit exclusively shall lie in Fairfield County, Connecticut, USA.

19. **Assignment and Entire Agreement:** Exhibitor may not assign this Contract without the prior, written approval of IIM,LLC. IIM,LLC may assign this Contract freely. This Contract contains the entire agreement of the parties with respect to the subject matter hereof, and subject to IIM,LLC's continuing right to additional or different rules and regulations concerning the Event as contemplated and described above, this Contract may not be modified or terminated except in a writing signed by the party to be charged. The interpretation of the terms and provisions of this Contract is reserved solely to IIM,LLC, whose determinations are final and binding in all respects.

PLEASE INITIAL HERE: _____

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