

## Sponsor/Exhibitor Application & Contract

Company: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Shipping Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Web site: \_\_\_\_\_

### Sponsor/Exhibitor Fees & Payment

#### Exhibitor Booth Fees

- 20 x 20 (island) ..... \$9,000
- 10 x 20 ..... \$4,500
- 10 x 10 ..... \$2,500

Size of Booth Requested \_\_\_\_\_ x \_\_\_\_\_

Booth Space Choices: 1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ 4th \_\_\_\_\_

Total Cost before discount: \$ \_\_\_\_\_

- My company is eligible for the 15% Early Bird Discount. Early reservations must be paid in full by 3/31/09 to receive the discount rate.

Amount Due Including Discounts: \$ \_\_\_\_\_

#### Primary Sponsor Packages

- Platinum ..... \$27,500
- Gold ..... \$15,000
- Silver ..... \$7,500

#### Onsite Program Advertising (All ads are 4 color. Net rates shown.)

- Back Cover ..... \$1,000
- Inside Front Cover ..... \$950
- Full Page ..... \$800
- Half-Page ..... \$500
- Quarter-Page ..... \$250

#### Other Sponsorship Opportunities

- Opening Keynote Address ..... \$4,500
- Lunch ..... \$3,000
- Exhibit Hall WiFi ..... \$3,000  
(Plus related expenses)
- Lanyard ..... \$3,000
- Official Conference Bag ..... \$1,000
- Morning or Afternoon Refreshment Breaks ..... \$500
- Pre-Digital City EXPO Webinar ..... \$4,500

**Note:** A 50% deposit is due with signed contracts to secure booth space. Any company not paying in full or reserving space after 12/31/08, must pay in full by 3/31/09. If final payment is not received by the designated dates, your booth space reservation will not be guaranteed.

**Exhibit Fees** (with discount): \$ \_\_\_\_\_

**Total Sponsor Fees:** \$ \_\_\_\_\_

Enclosed is our check # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

**Please charge the following amount \$ \_\_\_\_\_ to credit card:**     **Mastercard**     **Visa**

Card Number \_\_\_\_\_

3 Digit Security Code \_\_\_\_\_ Exp. Date \_\_\_\_\_

Name (as it appears on card) \_\_\_\_\_

Card Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Company Name \_\_\_\_\_

E-mail Address (for return receipt) \_\_\_\_\_

Cardholder Signature \_\_\_\_\_

I have read and understand all the terms and conditions set forth by the Digital City EXPO and Benjamin Media Inc. I understand this is a legally binding contract and warrants and represents I have the authority to bind my company to the terms and conditions contained herein.

**Make checks payable to:**

Benjamin Media Inc.

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

**Please return completed form with payment to:**

Benjamin Media Inc., PO Box 190, Peninsula, OH 44264 USA

Phone: 330-467-7588; Fax: 330-468-2289

## DCE 2009 Exhibitor Contract Terms & Conditions

### CONTRACT

The following terms become binding upon acceptance of this contract between the applicant, his employees, and agents, and Benjamin Media, Inc., EXPO sponsors and any additions and amendments thereto that may be established or put into effect by EXPO sponsors in the interest of the Exposition shall be binding on exhibitors equally with the terms of this contract. The acceptance of this contract is subject to the final approval of the sponsoring organizations.

### ADHERENCE TO EXPOSITION RULES

Upon acceptance of the Application/Contract by the EXPO sponsors, the exhibiting firm agrees to abide by the terms herein, and any revisions or amendments thereto made by the EXPO sponsors. Exhibiting firms not complying with said rules, having knowledge of them or not, shall be subject to the actions taken by the EXPO sponsors and/or the EXPO/Exposition Sponsor.

### FLOOR PLAN

The arrangement of the exhibit space is shown on the floor plan. The dimensions and locations of exhibit space; exits and other structures are believed to be accurate but only warranted to be approximate.

### SPACE ASSIGNMENT

Space will be assigned as detailed in the cover letter and brochure accompanying this contract. Every effort will be made to assign the exhibitor to one of his chosen spaces; however, the EXPO sponsors reserve the right to make the final space assignment or change the space assignment or change the space assignment after the acceptance of the application should it be necessary in the best interest of the Exposition. No exhibitor shall assign, sublet, or share the whole or any part of his space.

### PAYMENTS AND CANCELLATIONS

- Applications for space must be accompanied by the required payment per the instructions on the front of the application/contract.
- No cancellation shall be acknowledged unless received by Benjamin Media, Inc. in writing. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon receipt of the written cancellation from the exhibiting firm, Benjamin Media, Inc. will acknowledge such receipt in writing. Unless otherwise agreed by both parties in writing, the only terms applicable to cancellation are those under this paragraph.
- Should an exhibitor cancel from the show, the following will apply: If cancellation occurs after 2/20/09, no refund will be made.

### SERVICE ORDER KIT

The service order kit (SOK) will be sent to exhibiting firms, who have paid in full, approximately 8-10 weeks prior to the Exposition. This SOK contains important information and order forms for the services offered by the Official General Contractors, including drayage, booth furnishings, labor, electrical service, telephone, etc.

Special orders for water, gas, special electrical service, etc. not covered by the SOK should be brought to the attention of the appropriate Official Contractor at least 30 days before the Exposition.

### SHIPPING INSTRUCTIONS

Materials to be shipped should be forwarded in accordance with the specific instructions given by the Official General Contractor. Exhibit material should always be sent PREPAID with a copy of the Bill of Lading sent to the Official General Contractor. Exhibit material should be scheduled to arrive not more than 30 days or less than 2 weeks prior to the Exposition's installation. Nothing should be sent to the Exhibit Facility, in advance, as its staff is not prepared or authorized to receive your shipment. If it is necessary to ship directly to the Exposition Facility, you must schedule your shipment to arrive during the installation and coordinate the details with the Official General Contractor.

### EXHIBIT BOOTHS AND DISPLAYS (HEIGHT LIMITS)

Linear booth exhibits/displays may be placed in the area not more than four feet forward from the back wall of the booth and up to a height not to exceed eight feet (2.5 meters) from the exhibit floor. All parts of the exhibit/display in any portion of the booth beyond four feet from the booth back wall shall be placed not to exceed the height of dividing side rails of 3 feet.

Height limitations must be observed must be observed as follows: Linear booths shall not exceed eight feet (2.5 meters) in height. Island Booths shall not exceed the height given in the SOK. An Island Booth is defined as a booth with aisles on all four (4) sides. All others are defined as linear booths. NO ADVERTISING LOGOS, DISPLAYS, SIGNAGE OR EXHIBIT STRUCTURE MAY EXCEED THE HEIGHT LIMITATION. THE HEIGHT LIMITATION WILL BE STRICTLY ENFORCED WITHOUT EXCEPTION. Bridging of booths across an aisle for any reason and by any means must receive written approval of the EXPO sponsors MULTI-STORY BOOTHS ARE NOT PERMITTED.

Exhibits/Displays not meeting these specifications, or which in design, operation, or otherwise, are objectionable in the opinion of the EXPO sponsors, will be modified to meet these specifications.

All unfinished parts of an Exhibit/display that are exposed and facing an aisle or neighboring exhibitor must be curtained off at the exhibitor's expense.

### EXHIBITOR SERVICE DESK

Provisions will be made to maintain in or near the Exhibit Area an Exhibitor Service Desk staffed by the Official General Contractor(s) throughout the Exposition's installation, operation, and dismantling periods. The Service Desk will be open daily during the normal "working hours" of 8:00 a.m. to 5:00 p.m. unless otherwise designated.

### OFFICIAL CONTRACTORS

The EXPO sponsors have selected the Official Contractors to provide services and furnishings for this Show. The purpose of these contractors is to provide a quality service and product to exhibitors at a competitive rate in a safe and timely fashion thereby assuring a smooth and problem-free show.

The following services and furnishings must be provided by the Official Contractors whose forms will appear in the Service Order Kit: Security, cleaning and janitorial services, freight handling in/out, standard rental furnishings, equipment for rigging, erecting or dismantling an exhibitor's display, all ancillary services including photography, florists, audio-visual, etc.

### EXHIBITOR APPOINTED CONTRACTORS

Exhibitors utilizing Exhibitor Appointed Contractors for both installation/dismantle only, agree to submit a completed Exhibitor Appointed Contractor Notice by the due date. Exhibitor Appointed Contractor Notices are contained in the Service Order Kit. A copy must be submitted to the Official Contractor as well as the Show EXPO sponsors. Exhibitors utilizing Exhibitor Appointed Contractors agree to indemnify and hold harmless the EXPO Sponsor(s), the EXPO sponsors and the Exhibit Facility, from any all liability, including attorney's fees, which may arise due to the Exhibitor Appointed Contractor's presence or actions.

All Exhibitor Appointed Contractors must maintain the following General Liability Insurance Coverage: (1) General Liability, broad form: one million dollars; (2) Automobile Liability, any auto: one million dollars; (3) Workers Compensation as required in the state the Exposition is located; and (4) Employers' Liability: one hundred thousand dollars. Umbrella Form Excess Liability may be used to bring coverage levels up to these requirements. In addition, the policy must name as additional insured: the EXPO Sponsor(s), the EXPO sponsors, and the Exhibit Facility. Exhibitor Appointed Contractors will have available during the installation period for EXPO sponsor's review a copy of the certificate of insurance with the above requested additional assureds. ONLY EXHIBIT APPOINTED CONTRACTORS ABLE TO PRODUCE A CERTIFICATE OF INSURANCE COMPLETED WITH APPROPRIATE COVERAGE AND ADDITIONAL INSURED WILL BE ABLE TO WORK IN THE EXPOSITION. ALL OTHERS WILL FORFEIT THEIR WORK TO THE OFFICIAL GENERAL CONTRACTOR.

### INSTALLATION OF EXHIBITS

Exhibitors may have access to the Exhibit Area starting at the beginning of the installation period. The "working hours" during installation, begin at 8:00 a.m. and end at 5:00 p.m. unless otherwise designated. Requirements for services before or after these times must be arranged through the appropriate contractor.

The exhibitor must have the installation of his display completed and his exhibit area 'show ready' at least one (1) hour before the opening of the show. Any booth with a crated display remaining unattended four (4) "working hours" prior to the end of the installation period will be erected or put into storage, at the discretion of the EXPO sponsors, unless otherwise notified by the exhibitor in advance. All charges for labor, etc., will be applied to the exhibitor of record. Firms not utilizing their space by the mandatory time of completion shall forfeit the use of their assigned space. The EXPO sponsors reserves the right to use the space without further obligation, i.e., refund, loss of business or dispersal or liability, etc.

All empty crates, upon erection of the display, shall be labeled as such and properly identified with company name and booth number for removal by the Official General Contractor from the exhibit floor. All empty crates and cartons must be properly identified to facilitate their delivery by the Contractor at the close of the show.

The exhibit facility does not provide a storage service for "empties" but will maintain a janitorial service of the aisles, entrances and exits in the exhibit area.

### SELLING ON THE SHOW FLOOR

Exhibitors are strictly prohibited from selling anything for cash or credit on the show floor. Exhibitors which may practice this type of activity will be subject to dismissal from the show.

### EXHIBIT OPERATIONS AND ACTIVITIES

Exhibitors are held liable for compliance with the terms set forth herein and are therefore responsible for informing their Exhibitor Appointed Contractor of the rules.

Distribution of printed matter, souvenirs, or any other form of unauthorized advertising is forbidden in corridors or lobby of the convention facility, hotels or exhibit area. No activities will be permitted in any exhibit space that are contrary to law or the rules of the Exposition or Exhibit Facility or which will disturb exhibitors in the immediate area. The exhibit booth must be maintained by at least one company representative at all times during the Exposition's operation. All displays, equipment, booth furnishings, product demonstrations, prize drawings and marketing/promotional activities, including surveys of any nature conducted by the exhibitor or a contracted survey firm, must be confined to the booth. The EXPO sponsors will not publicize or announce any such activities conducted by exhibitors.

Materials, equipment (including lighter-than-air products, smoke or noise producing products) or activities which detract from the atmosphere of the Exposition or which disturb exhibitors are prohibited. Costumed personnel or mannequins must not be offensive or disruptive in their appearance or dress. The EXPO sponsors shall have the right to prohibit any exhibit, which in their opinion is not suitable to the character or purpose of the Exposition and shall be modified by request of the EXPO sponsors.

The exhibitor may attract attendees into the booth by use of demonstrations and activities which encourage visitation to his booth. The EXPO sponsors, while encouraging such activities, request the consideration of fellow exhibitors and the maintenance of an atmosphere which allows all participants to conduct business discussions without the interruption of activities which encourage booth visitation.

Visitors to the booth in quantities must be contained within the booth to allow aisles to be free from interruption of flow through the Show and allow easy evacuation in the event of an emergency.

### DISMANTLING AND REMOVAL OF EXHIBITS

The packing of merchandise and dismantling of displays/exhibits shall not start until after the Show's closing. Empty crates and cartons will not be delivered until this time. Arrangements for the use of Exhibitor services, i.e., labor, shipment of exhibit materials from the show site would be made well in advance of the show's closing. Materials left in the booth after the show not packed/crated or covered by a bill of lading for shipment will be packed, shipped or stored at the discretion of the Official Contractor and all expenses will be charged to the Exhibitor of record. The exhibit hall must be cleared of all exhibit materials by the end of the dismantle period.

### SAFETY

The exhibiting firm agrees that the first priority of all personnel in the booth shall be safety of those attending the booth, during, before or after the Show's open hours.

Fire regulations require all display material used for decoration to be flameproof. Any or all electrical equipment used in conjunction with the display's installation, operation and dismantling shall be in good operable condition and able to pass the inspection of the local Fire Underwriters Inspection Bureau. Storage of materials in excess, around or behind the Exhibit Display is prohibited. Materials which are stored in these areas shall not block access to the exhibit or necessary areas of maintenance or cover electrical wires or outlets.

### SECURITY/LIABILITIES/INSURANCE

(A) As an exhibiting firm, we the exhibitor, our agents, employees, contractors, representatives, or guests assume and agree to indemnify, protect, save and hold harmless the EXPO Sponsor(s), the Organization and the Hotel, their agents, employees, contractors or representatives from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses of whatsoever kind and nature, arising due to our participation in the Exposition any time prior to the Show's installation period or the Show's opening; during the installation period; show hours; closed hours; dismantle period; or any time subsequent to the Show's dismantle period of its closing.

(B) The Exhibitor understands that neither the Organization nor the Hotel maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

(C) The exhibiting firm agrees to carry insurance for a single limit of not less than one million dollars for their employees, agents, contractors, representatives and guests present at the Show in each of the following categories: (1) Broad Form General Liability, and (2) Automobile Liability. In addition, the exhibitor agrees to provide Workers Compensation Insurance providing benefits for the state in which the exhibit facility is located and Employers' Liability of one hundred thousand dollars per accident. An umbrella liability policy would be satisfactory provided all these areas are covered.

(D) Benjamin Media, Inc. or the Show Sponsors, its agents and employees, will not be liable for failure to hold the Exhibitor for its scheduled. Payments for exhibit space will be returned in that event, less any actual expenses incurred in connection with the Exposition expenses will be deducted if the Exposition is relocated, delayed or cancelled prior to the opening date because of fire, or any act of God, or the public enemy, or strike or epidemic, or terrorism, or any law, or public authority, or any reason which makes it impossible or impracticable to hold the Exposition.

(E) Neither will Inspire Media, Corp. and Benjamin Media, Inc., the EXPO sponsors, the official service contractors, the exhibit facility, their members, nor the representatives and/or employees thereof be responsible for injury, loss, or damage that may occur to the exhibitor, or to the exhibitor's employees or property from any cause whatsoever prior, during, or subsequent, to the period covered by this application/contract.

(F) Exhibitors agree to maintain such insurance that will fully protect, indemnify and hold harmless the EXPO sponsors, and the Exhibit Facility from any all claims of any nature whatsoever, including attorneys fees, which may arise due to the actions or negligence of the exhibiting firm or their employees or members, contractors or representatives, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with the installation, operation or dismantling of the exhibitor's display.

(G) Damage to the facility housing the Exposition, caused or done by the exhibitor, shall be replaced or repaired by the exhibitor. Additionally, the exhibitor agrees to protect, save, and hold harmless Benjamin Media, Inc., the Show Sponsors, and the Convention Facility, and from all loss, liability, and or damage whatsoever caused to the facility housing the Exposition, or any part thereof, directly or indirectly.

(H) Security guards shall be furnished during the installation hours, closed hours, and dismantle hours of the Exposition. The furnishings of security shall not increase the liability of Benjamin Media, Inc., the Show Sponsors for which the Exposition is being held. After Show hours, only those Exhibitors properly identified and with the authorization of the EXPO sponsors may enter the Exhibit area. During show days Exhibitor personnel may have access to the exhibit area no more than one hour prior to is opening and one hour subsequent to closing.

(I) Damage to inadequately packed property is the exhibitor's own responsibility.

(J) Exhibitors are advised to add to their existing insurance a portal-to-portal rider protecting them against the damage or loss of their materials by fire, theft, accident, etc.

### ADMISSION

Benjamin Media, Inc., the EXPO Sponsors, shall have sole control over all admissions of persons. All persons visiting the exhibit area will be admitted according to the rules and regulations of the Exposition or as amended by the Show Sponsors.

### AMENDMENTS TO REGULATION

Any and all matters and questions specifically covered by the articles in this contract shall be subject to the decision of the EXPO sponsors and Benjamin Media, Inc.