

**1. EXHIBITOR INFORMATION PLEASE PRINT**

Exhibiting Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ Province / State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
 Email: \_\_\_\_\_

FOR OFFICE USE ONLY	
Payment Received:	<input type="text"/>
Date Received	<input type="text"/>
Booth #	<input type="text"/>
NSF	SLS
<input type="text"/>	<input type="text"/>

**2. CHECK THE ADVERTISING/SPONSORSHIP ANCILLARY OPPORTUNITY:**

**Corporate Sponsorship \$25,000**

**Includes:** Logo on all marketing promotions and web site; expanded and bold company listing in show directory with logo, hyperlink on web site, full page, 4 color ad in Show Program, Corporate Sponsor banner on show site.

**SPONSORSHIP ANCILLARY OPPORTUNITIES**

- |  |   |
|--|---|
| <input type="radio"/> Tabletop Graphics.....\$1,500                      | <input type="radio"/> Window Graphics.....\$1,500 each      |
| <input type="radio"/> Billboards/Meterboard.....\$1,500                  | <input type="radio"/> Stair Graphics.....\$8,500            |
| <input type="radio"/> Meterbox.....\$2,000                               | <input type="radio"/> Door Graphics.....SOLD                |
| <input type="radio"/> Show Bags.....SOLD                                 | <input type="radio"/> Lanyards.....\$9,000                  |
| <input type="radio"/> Main Entrance Adhesive Graphics.....Call for rates | <input type="radio"/> Coupon Insert.....\$2,500             |
| <input type="radio"/> Pre-Registration Badge Mailing Insert.....\$6,500  | <input type="radio"/> Column Wraps.....\$1,500              |
| <input type="radio"/> Web Site Banner.....\$1,500                        | <input type="radio"/> Badge Insert.....\$10,000             |
| <input type="radio"/> Web Site Logo.....\$750                            | <input type="radio"/> Enhanced Floorplan Listing.....\$650  |
| <input type="radio"/> Banners.....\$3,000 to \$10,000                    | <input type="radio"/> New Product Showcase Onsite.....\$500 |
| <input type="radio"/> Floor Graphics.....\$1,500 each                    | <input type="radio"/> Attendee Newsletter.....\$300         |
| <input type="radio"/> Shaded Listing.....\$300                           |   |

**TOTAL AMOUNT DUE: \$** \_\_\_\_\_

**All sponsorship prices do not include production or labor costs. All rates/packages/terms are subject to change.** Show Management will attempt to honor choices in order of preference; however, final decisions regarding assignment are in the sole discretion of Show Management.

Initial Here

**3. PAYMENT OPTIONS:**

Payment via check or wire is required with contract (see Terms & Conditions, #4). **Wire Transfers:** For information on how to wire transfer payment, please contact Mary Barry at (617) 219.8347. Wire verification must accompany contract. The fees set forth above reflect a 3% discount for payments made via cash, checks or bank wire transfers. Payments made using credit cards are not entitled to the cash, check and bank wire transfer discount and the applicable fees will be recalculated accordingly. Please contact your sales representative to make arrangements for credit card payments.

**4. SIGN HERE**

Authorized Signature \_\_\_\_\_ Accepted by: (Show Management) \_\_\_\_\_

ACCEPTANCE – Sponsor has read the Terms & Conditions on the reverse side of this Agreement. Sponsor understands that this Agreement shall be legally binding between Questex Media Group, Inc. (“Questex”) and the Sponsor. Sponsor also understands that any changes in the information in this Agreement must be provided to Questex in writing. This Agreement may be executed in counterparts with all such counterparts constituting one Agreement. This Agreement may be executed and delivered by facsimile and a facsimile signature shall be treated as an original.

YES, by signing above the undersigned hereby affirmatively consents and agrees to receive (i) facsimile advertisements sent by or on behalf of Questex to the facsimile number provided above or instead to the following fax number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_; (ii) telephone solicitations initiated by or on behalf of Questex and directed to the telephone number provided above or instead to the following telephone number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_; and (iii) commercial electronic mail messages sent by or on behalf of Questex, its affiliates, lines of business and divisions.

**Please complete and mail to:** Questex Media - IECSC-Las Vegas • 757 Third Avenue, 5th Floor, New York, NY 10017  
 Tel. 212-895-8234 • Fax 212-895-8209 • Email beauty@questex.com

# IECSC LAS VEGAS 2010 – BASIC TERMS AND CONDITIONS

## 1. Definitions

"Sponsor" means the applicant identified on the front hereof; (b) "Show" means the specific expositions or conferences identified on the front hereof; (c) "Show Management" means Questex Expositions, Questex Media Group Inc., its co-sponsors and their respective agents, employees and affiliates; (d) "Hall Management" means the owner or manager of the facility in which the Show is conducted, and its employees and agents; and (e) "Hall" means the facility in which the Show is conducted.

## 2. Agreement

This application, when properly executed by Sponsor and upon written acceptance by Show Management, shall constitute a valid and binding Agreement. Show Management reserves the right to accept or refuse any application for participation in the Show in its sole discretion. Show Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including the conditions, rules and regulations stated herein, in the Promotional Opportunities Package, Exhibitor Contract, IECSC- Las Vegas Exhibitor Contract and in the Hall Management contract, to which Show Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Sponsor agrees to be bound thereby.

## 3. Compliance

Compliance: Sponsor agrees to comply with all rules, regulations and policies of the Hall and of Show Management and as may be adopted by Show Management.

## 4. Payment Terms

Fifty percent (50%) of the total sponsorship fee is due with Agreement. The remaining balance is due and payable upon thirty (30) days of receipt of Agreement, or at least one week prior to the start of the show, whichever occurs first. Agreements submitted less than thirty (30) days prior to the date of the show must be submitted with full payment. Fees must be paid in full prior to the set-up of any Sponsorship Opportunity at the show. In the event Sponsor fails to make any payments as contemplated herein, Sponsor shall be deemed in default, and Show Management shall have the right to retain Sponsor's deposit and all monies paid as Sponsor's non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Show Management's right to collect the full amount set forth on the front hereof. Sponsor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. In the event of default by Sponsor, Show Management shall have the right, but not the obligation, to license the subject Sponsorship to another Sponsor prior to the Show without in any way releasing said Sponsor from any liability hereunder. In the event Show Management is able to resell the Sponsorship Opportunity, Show Management in its discretion may reimburse Sponsor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.

## 5. Cancellation

In the event Sponsor seeks to cancel this Agreement for Sponsorship, Sponsor acknowledges that Show Management would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm. All cancellations by Sponsor must be in writing, by certified mail, return receipt requested. The date of cancellation shall be the postmark date on the notice. If Sponsor cancels, Sponsor agrees to pay on demand to Show Management the amounts set forth below if not previously paid by Sponsor. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. If such notice is received by Show Management within one week of the published Materials Due deadline, and before the date payment is due, then one half (50%) of the total fee shall be due to Show Management. If such cancellation notice is received by Show Management more than one week after the published Materials Due deadline, the total fee (100%) shall be due to Show Management. In addition, any cancellation or failure by Sponsor hereunder may, in Show Management's sole discretion, result in partial or complete forfeiture of Sponsor's rights under Sponsor's Show Exhibitor Agreement.

## 6. Use of Trademarks

Subject to the terms and conditions hereof, Sponsor hereby represents and warrants that it has the power and authority to grant, and does hereby grant to Questex a non-exclusive, nontransferable, royalty-free, worldwide license to reproduce and display all logos, trademarks, trade names and similar identifying material relating to Sponsor (the "Sponsor Marks") solely in connection with the promotion, marketing and distribution of the parties in accordance with the terms hereof, provided, however, that Questex shall, other than as specifically provided for in this Agreement, not make any specific use of any Sponsor Mark without first submitting a sample of such use to Sponsor and obtaining its prior consent, which consent shall not be unreasonably withheld. The foregoing license shall terminate upon the effective date of expiration of this Agreement.

## 7. Entire Agreement

The terms of this agreement may not be modified, except by written Agreement, signed by both parties.

## 8. Indemnification

Sponsor shall indemnify and hold harmless Show Management, its affiliates and the Hall and their respective directors, officers, employees, agents, and independent contractors, from and against any and all claims, causes of action, damages or costs (including reasonable attorneys' fees) to the extent resulting from the actual or alleged negligence, misconduct or breach of warranty or covenant by Sponsor, or its employees, independent contractors, additional sponsors or agents. The foregoing indemnification obligations will survive any termination of this Agreement.

## 9. Insurance

Sponsor agrees to maintain adequate insurance to fully protect Questex, its affiliates, and the Hall from any and all claims, which may arise in connection with 1) Sponsor's breach of any material term of this Agreement or any statutory, regulatory or common law obligation; 2) liabilities or obligations, or any third party claims (including, without limitation, personal injury, death or property damage, including with respect to products and completed operations; and 3) any public relations, promotional or other material furnished by or on behalf of Sponsor unless such material was modified by Questex and such modification is direct cause of such claim.

## 10. Sponsorship Approval

All Sponsorship Opportunities are subject to approval by Show Management. Show Management reserves the right to restrict promotion which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any promotion which, in its opinion, may detract from the general character of the Show. This reservation includes persons, things, conduct, printed matter and anything of character which Show Management determines is objectionable. In the event of such restriction or removal, Show Management shall not be liable for any refunds or other promotion expenses. No animals may be offered or displayed as a part of the promotion.

## 11. Force Majeure

Show Management is not liable for delays in delivery and/or non-delivery as the result of an Act of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the reasonable control of Show Management affecting the production or delivery in any manner.

## 12. Damages

Under no circumstances will Show Management be liable for loss of profits or other incidental or consequential damages for any of its acts or omissions whatsoever whether or not appraised with the possibility of likelihood of such lost profits or damages.

## 13. Relationship of Party

The Parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect.

## 14. Taxes

Sponsor shall be solely responsible for the payment of any and all taxes and duties imposed on Sponsor in connection with any and all Shows.

## 15. Participation

Participation in any Sponsorship Opportunity is contingent on Sponsor exhibiting at IECSC Las Vegas.

## 16. Choice of Company Logo

Choice of company logo or name (in fulfilling the Sponsorship Features) is at the complete discretion of Show Management.

## 17. Sponsorship Materials Approval

In order to protect the integrity of the show's look and feel; Show Management retains complete control over the design of all materials produced to fulfill the Sponsorship Features. All sponsorships remain the property of Questex and will include the show name / logo and show dates at the complete discretion of Show Management.

## 18. Severability

If any term of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be binding upon the heir and successors of the Sponsor.

## 19. Entire Agreement

This Agreement constitutes the entire Agreement between Sponsor and Show Management concerning Sponsorship Opportunities, and is expressly conditioned upon Sponsor's full performance of its Exhibit Space License Agreement, including, but not limited to actual participation.

## 20. Assignment

This Agreement cannot be assigned, in whole or in part, without the written approval of Show Management. Show Management may assign this Agreement without the prior written consent of Sponsor.

## 21. Costs, Expenses and Attorneys' Fees

If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

## 22. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of New York.

## 23. Exhibitor Agreement

All rules and regulations of all applicable exhibitor agreements and related materials are hereby incorporated into this Agreement.

## 24. Errors and Omissions

Sponsor agrees that Questex will not be liable in the event of any errors or omissions in the Show's directory, sponsorship materials, or related materials.

## 25. Notices

Any notice required under this Agreement will be in writing and sent to the appropriate address listed on the first page, or to such other address as may be provided by either party from time to time, and, in the case of Questex, with a copy to Questex Media Group, Inc., 275 Grove Street - Ste. 2-130, Newton, MA 02456. Notices will be sent by certified mail, registered mail or reputable overnight courier, return receipt requested, and will be effective when received.