

TECHNOLOGY CONFERENCE & EXPO 2010

serving the association and nonprofit community

WEDNESDAY, FEBRUARY 10 - FRIDAY FEBRUARY 12, 2010
WALTER E. WASHINGTON CONVENTION CENTER, WASHINGTON, D.C.

APPLICATION AND CONTRACT FOR SPACE
ASAE & THE CENTER FOR ASSOCIATION LEADERSHIP
1575 I Street, NW • Washington, D.C. 20005
202.626.2805 • fax 202.842.1109

Submit your contract online at www.technologyconference.org

I. EXHIBITOR INFORMATION - TO RECEIVE ALL INFORMATION, INCLUDING SERVICE MANUAL

Company _____
 Booth Coordinator _____
 Contact Title _____
 Address _____
 City State Zip _____
 Phone _____ Fax _____
 E-mail (required) _____

INFORMATION FOR PUBLICATION IN THE ON-SITE DIRECTORY & ON-LINE:

Primary Contact _____
 Contact Title _____
 Address _____
 City State Zip _____
 Phone _____ Fax _____
 E-mail (required) _____ Website Address _____

II. SPACE REQUEST

Indicate type of space & quantity desired. Please see reverse for full description. Payment in full must be received with this Application and Contract.

SPACE	QTY		Member Rate	Non-Member Rate	=	TOTAL
____ Shared Booth Space	_____	x	\$1,675	\$2,175	=	_____
Company Sharing with: _____						
____ 10x10 Inline Booth	_____	x	\$2,800	\$3,300	=	_____
____ 10x10 Corner Booth	_____	x	\$3,000	\$3,500	=	_____
____ 20x20 Booth	_____	x	\$11,800	\$13,800	=	_____

Will you be part of an organized group or block? Yes No If so, which group? _____
 (All contracts must be collected by the block/group coordinator and submitted together with payment and completed block/group form.)

Rank order booth desired

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

After the Lottery, all space assignments will be made by The Center for Association Leadership. Full consideration will be given to the exhibitor's choices. The Center reserves the right to assign space as equitably as possible.
 Cancellation Policy: All cancellations and/or requests for refunds must be made in writing to The Center. A full refund, less a \$75 administrative fee, will be granted upon written notice received by The Center no later than November 15, 2009. A 50% refund, less a \$75 administrative fee will be granted upon written notice received by The Center November 16-December 31, 2009. Commencing January 1, 2010, no refunds will be made.

III. ADDITIONAL OPPORTUNITIES

____ 4-Color Logo (printed in onsite program book)	Add to Member Rate Above	\$300
Appointment Room		
____ Thursday, February 11 — 2:30 – 4:00 p.m.		\$500
____ Friday, February 12 — 10:00 – 11:30 a.m.		\$500

Yes I would like more information about advertising in the official program book

IV. MEMBERSHIP

____ ASAE & The Center Industry Partner Membership	Add to Member Rate Above	\$395
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V. AGREEMENT

Exhibitor agrees to comply with the rules and regulations outlined on the reverse of this Application and Contract for Space and in the Exhibitor Services & Information Manual, and such any additional rules, regulations, and information as may be adopted by The Center and Show Management. This application shall constitute a non-revocable offer by exhibitor until such time as The Center for Association Leadership has returned to exhibitor notification of space assigned. Any withdrawal of this application by exhibitor prior to the dates herein before indicated will result in the respective forfeiture of monies, and neither party shall thereafter have any further responsibility to the other with respect to this contract. Agreed to:

 Signature of representative of company requesting space _____ Date _____

VI. PAYMENT INFORMATION

TOTAL \$ _____
 ____ Check enclosed (payable to The Center for Association Leadership)
 ____ Visa ____ MasterCard ____ American Express
 Card Number _____ Exp _____
 Name on Card _____
 Signature _____
 Contract Submission _____

Mail with payment by check to: The Center for Association Leadership •
 c/o Wachovia • PO Box 75119 • Baltimore MD 21275-5044
 Fax with payment by credit card to: 202.842.1109

PRODUCT CATEGORIES

- ___ Application Development
- ___ Application Service Provider/Cloud Computing
- ___ Association/Customer Relationship Management Software
- ___ Communication Services
- ___ Community Building
- ___ Consulting Services
- ___ Content Management Systems
- ___ Data Storage Systems
- ___ Disaster Recovery/Business Continuity
- ___ Email Marketing Systems
- ___ Expo/Meetings Management Software
- ___ Financial Management/Accounting Systems
- ___ Hardware
- ___ Internet Service Provider
- ___ IT Staffing Services
- ___ Managed IT Services
- ___ Mobile/iPhone Application Development
- ___ On-Line Learning Systems
- ___ Registration Systems
- ___ Relationship Management Software
- ___ Research/Survey Systems
- ___ SharePoint
- ___ Small-Organization Solutions
- ___ Social Networking/Online Community Software
- ___ Software Development
- ___ Systems Integration/Network Support
- ___ Usability Research & Testing
- ___ Voice-Over IP Phone Systems
- ___ Web Application Development
- ___ Webinar Services
- ___ Other: _____

FOR ASAE & THE CENTER USE ONLY

Space Assigned _____
 Date _____
 By _____

Rules and Regulations. The term “Event” refers to the ASAE & The Center for Association Leadership’s Association Technology Conference & Expo. (“Event”). The Event is owned, produced, and managed by the The Center for Association Leadership (“The Center”). The term “Exhibitor” refers to the organization or person that applied for and has been granted exhibit space rental and such applicant’s officers, directors, shareholders, employees, contractors, agents, and representatives.

Application to Exhibit. The receipt by The Center of a signed Application and Contract for Exhibit Space will constitute a binding contract (the “Agreement”). The Center reserves the right to reject any application for space for any reason. If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization.

Exhibit Space Specifications. All booths are 10’ deep and 10’ wide. Each exhibiting company in linear booths shall receive 8’ high pipe and drape back wall, 3’ high pipe and drape side wall; 7’ x 44” identification sign; on-line virtual booth; and company description in the Final On-Site Program; standard carpet in show colors, one 6 ft draped table, one wastebasket; and two full-meeting registrations per 100 sq. feet of space. Each company in a shared booth shall receive a company listing in Final On-Site Program; on-line virtual booth; and one full-meeting registration. Each exhibiting company in an island shall receive carpet in show colors, one 6 ft draped table, and one wastebasket; identification signage; on-line virtual booth, and company description in Final On-Site Program; and eight full-meeting registrations.

Exhibit Space Assignments. Exhibit space will initially be assigned through a random lottery system. The Center shall act in good faith to assign the Exhibitor’s booth in the location indicated by Exhibitor. Notwithstanding the above, The Center reserves the right to change the floor plan or to change the location assigned to Exhibitor at any time as it may, in its sole discretion, deem necessary in the best interest of the Event. Exhibitor shall not sublet or permit the use of all or any part of the booth or any equipment provided by The Center, nor shall Exhibitor assign this Agreement in whole or in part, without written notice to and approval from The Center.

Exhibitor Services Kit. A link to the online Exhibitor Service kit will be sent to the Exhibitor. The Exhibitor Services Kit will include pertinent information regarding the Event including, but not limited to, additional rules and regulations, display rules, installation/dismantle schedules, registration information, official contractor order forms and pricing, shipping and drayage, utilities and building services, audio/visual, and additional visibility opportunities.

Exhibitor Representation. Exhibiting companies are limited to registering three persons per 10x10 booth space (2 complimentary and 1 paid); each company in a shared booth is limited to registering two persons (1 complimentary and 1 paid); islands are limited to registering twelve persons (8 complimentary and 4 paid). Once all available badges have been used, additional personnel with the Exhibitor may not enter the trade-show floor during show hours. Each Exhibitor representative must be registered to participate in the conference. Each company is allowed three full meeting registrations per 10x10 booth space, two per company in a shared booth, twelve per island.

Cancellation or Downsizing of Space by Exhibitor. All requests for cancellation or reduction of exhibit space must be in writing and shall become effective upon receipt by The Center. Due to the difficulty of determining and detailing the losses which would result from cancellation of exhibit space, the Exhibitor agrees to pay the following as liquidated damages (and not as a penalty) if the Exhibitor cancels its exhibit space: If written notice of cancellation is received by The Center between October 9, 2009 – November 14, 2009, The Center will retain or shall be owed a cancellation fee equal to 50% of the total exhibit fee less a \$75 administrative fee; if written notice of cancellation is received by The Center on or after November 15, 2009, The Center will retain or shall be owed a cancellation fee equal to 100% of the total exhibit fee. The above cancellation fee terms shall apply regardless of the execution date of this Agreement and regardless of any re-sale of booth space cancelled by Exhibitor.

If exhibit booth space is reduced, a fee equal to 20% of the difference in cost between the originally assigned exhibit space and the cost of the reduced exhibit space requested will be charged if written notice is received by ASAE & The Center on or before November 15, 2009; if written notice is received on or after November 16, 2009 but before December 31, 2009, a fee equal to 50% of the difference in cost between the originally assigned exhibit space and the cost of the reduced exhibit space requested will be charged. Commencing January 1, 2010, Exhibitors requesting restrictions in space will not receive a refund for any difference in cost. Furthermore, ASAE has full authority to relocate any exhibitor after downsizing of space.

Cancellation or Postponement of Event. It is mutually agreed that, in the event that the Event is cancelled for any reason, then and thereupon this Agreement will be automatically be terminated and The Center management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

Payment of Debts. Exhibitors must make required payments for exhibit space as outlined in the Application and Contract for Exhibit Space. Exhibitors are further responsible for ensuring that there are no outstanding amounts owed by them to The Center. If all payments and outstanding amounts are not paid in full by November 15, 2009, The Center retains the right to cancel the Exhibitor’s space without further notice and without obligation to refund previously paid amounts. Any re-sale of exhibit space shall not result in a refund to the Exhibitor. Exhibitors may not move-in to their exhibit space until payment in full is received.

Exhibit Space Occupancy. Any Exhibitor that fails to occupy its assigned exhibit space by the end of published set-up hours, leaves its exhibit space unattended during Event hours, or begins dismantling of exhibit space prior to the close of the Event by The Center, may forfeit its right to the exhibit space and its eligibility to exhibit at future The Center events. Arrangements of Exhibits. Exhibitor agrees to abide by all exhibit display guidelines published in the Exhibitor Services Kit. In the area five feet forward from the rear of the booth, display material may be placed up to a height not exceeding eight feet from the floor. All booths must be configured in a linear fashion. All Exhibitors must remain within the confines of their own exhibit space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other Exhibitors. The Center shall have the right to demand modification of the appearance of dress of persons or mannequins used in conjunction with displays or demonstrations. Exhibits not conforming to these specifications, or which in design, operation, or otherwise, are deemed objectionable by The Center in its sole discretion, will be prohibited.

Handling and Storage. Neither The Center nor the owners or managers of the Event facility will accept or store display materials or empty crates; Exhibitor shall make its own arrangements for shipment, delivery, receipt, and storage of such materials and empty crates. Such arrangements may be made through the Official Drayer, and Exhibitor shall in any event provide the Official Drayer with copies of all bills of lading. All shipments and deliveries to the Event shall be prepaid. Exhibitor shall not incur any obligation to the Official Drayer merely by reason of providing copies of any bills of lading hereunder.

Exhibitor Operation and Conduct/Right of Entry and Inspection. (A) Exhibitors may not schedule private functions or events which conflict with officially scheduled The Center events; (B) All activities must be carried on in Exhibitor’s contracted exhibit booth space; (C) The use of live animals is prohibited in the Event; (D) The use of objectionable amplifying or lighting equipment is prohibited; (E) Exhibitors may not use strolling entertainment, nor distribute samples, magazines, or advertising materials in any area outside their exhibit booth; (F) The use of heliumfilled balloons is prohibited in the Event; (G) The use of “Segways” or other similar equipment is prohibited, unless used as a disability aid; (H) It is the Exhibitor’s responsibility to ensure that models’ and/or artisans’ appearance and dress will not be offensive to modest tastes. Furthermore, artisans and models are not permitted to perform or appear outside of the contracted exhibit booth space during Event hours; (H) Food and beverage may be dispensed from Exhibitor’s booth within the following guidelines: (i) Distribution area must be kept clean and attractive; (ii) All attendees must have the opportunity to receive samples; and (iii) Any food and beverage distributed must be arranged through the facility where the Event is held. If Exhibitors engage in any conduct in violation of the rules and or applicable laws, The Center reserves the right to cancel the Exhibitor’s space without further notice and without obligation to refund monies previously paid and to re-sell exhibit space assigned. The Center further reserves the right to reject Exhibitor’s application to exhibit in future shows of The Center. Further, The Center in its absolute discretion shall have the right at any time to enter and inspect the area occupied by Exhibitor.

Exhibitors and their representatives shall at all times conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, member companies, The Center, The Center for Association Leadership, The Center Services Inc., or the employees of aforementioned organizations, or engage in other activities detrimental to the Event.

Exhibiting Codes and Agreements. Exhibitor hereby agrees to be bound by all exposition rules and regulations outlined here and in the Exhibitor Service Kit, and any additional rules, regulations, and information as may be adopted by The Center or the Event facility. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the facility where the exposition is held; (ii) any rules or regulations of said facility; (iii) the terms of all leases and agreements between The Center and the managers or owners of said facility; (iv) the terms of any and all leases and agreements between The Center and any other party relating to the Event; and (v) all Federal, State, and local laws, codes, ordinances and rules; without limiting the foregoing, Exhibitor shall construct its displays to comply with the Americans with Disabilities Act. Exhibitor shall not, nor shall Exhibitor permit others to, do anything to its exhibit space or do anything in the Event facility which would cause a difference in conditions from those previously approved by the insurance carriers of The Center, or the owners or managers of said facility, which will in any way increase premiums payable by any of said parties, and Exhibitor shall be responsible for any such increase resulting from violation of this section.

Listing and Promotional Materials. By exhibiting at the Event, Exhibitor grants The Center a fully paid, perpetual, non-exclusive license to use, display, and reproduce the name of the Exhibitor in any directory or listing of the Event exhibitors and to use such names in promotional materials. The Center shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the Event.

Liability and Insurance. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between The Center and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend The Center, ASAE, their officers, directors, employees, agents, affiliates, and subsidiaries (collectively, “Indemnified Parties”), from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney’s fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that the Indemnified Party, shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, agents, employees, licensees, or invitees.

Exhibitors must obtain insurance policies covering exhibit materials at the The Center Event. Exhibitors must also have public liability, bodily injury, and property damage insurance. Such insurance shall name the Event facility, The Center, and the Official General Contractor as additional insureds. Upon request, Exhibitor shall provide a certificate of insurance to The Center.

Limitation of Damages. In no event will an Indemnified Party be liable to the Exhibitor, whether in contract or tort, for any amount in excess of the exhibit space rental fee in relation to any damages, including lost profits, arising out of or relating to the The Center Event, the rental of exhibit space, the conduct of The Center, any breach of this Agreement, or any other act, omission, or occurrence.

Protection of Exhibit Facility. Exhibitor is expressly bound, at its expense, to promptly pay for or repair any and all damage to the exhibit facility, booth equipment, or the property of others caused by the Exhibitor or any of its employees, agents, contractors, or representatives.

Interpretation and Enforcement. The Center has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event. Such decisions shall be binding on all Event exhibitors. Failure to comply with any rule or regulation may be sufficient cause for The Center to require the immediate removal of the offending exhibitor, and may result in forfeiture of all further rights to exhibit at future events sponsored by The Center, together with all fees paid. The Center may lease any space so forfeited to another exhibitor.