

COLLABORATE 09 Terms & Conditions

On behalf of my company, I agree to abide by all rules and regulations outlined in the below agreement. I understand that the Exhibitor Service Manual and direct e-mail updates will be provided to exhibitors containing the information necessary to participate at COLLABORATE 09. The exhibitor is responsible for the information and deadlines contained in the Exhibitor Service Manual and therefore required to meet all deadlines or may miss specific marketing or logistic opportunities.

This contract by and between the Oracle Applications Users Group, Independent Oracle Users Group, and Quest International Users Group (hereinafter, "Show Management") and the exhibiting company ("Exhibitor") hereby applies to the invoice for exhibit space in the Exposition to be held May 4 – May 6, 2009. The signing of this contract indicates agreement by the Exhibitor to comply with the Exposition regulations, instructions and conditions of the contract published below with all the conditions under which facilities at the Orange County Convention Center are provided to Show Management.

Exposition Site and Time. The Exposition will be held on May 4, 2009 – May 6, 2009, at Orange County Convention Center in Orlando, FL. Show Management reserves the right to make changes in the exhibit hours and dates; however, any such changes will be made known as far in advance of the Exposition as possible and exhibitors will be notified accordingly.

Contract for Space. Show Management has the right to approve or reject applications and to approve all solution and product demonstrations, exhibits or promotions to be presented at COLLABORATE 09.

The Application and Contract for Exhibit Space shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth in this contract when it is submitted with full payment and accepted in writing by Show Management. By submitting an application for exhibit space, the exhibitor releases Show Management from any and all liabilities to exhibitor, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this Exposition.

Booth Allocations & Payment. Each potential exhibitor is required to mail or fax an application, with full payment in order to be included in the initial booth selection process. Applications that do not include full payment will be placed on hold and unable to participate in the booth selection process until full payment is received. Receipt of the application does not guarantee a booth, so please mail or fax in a timely manner.

Show Management has the right to approve/disapprove applications, to assign an exhibit space and to approve all demonstrations, exhibits or promotions to be presented at COLLABORATE 09.

This application becomes a contract when signed by the exhibitor and accepted Show Management.

Exhibit Space Rental & Package. COLLABORATE 09 will offer unlimited booth sizes booths for exhibiting. Refer to the exhibitor application for rates and packages.

Installation, Exhibition and Dismantling Hours. Exhibitors will have reasonable time to install and dismantle their exhibits which will be specified in the Exhibitor Service Manual. Exhibit materials not removed from the hall by the time specified will be removed by Show Management at the exhibitor's expense and liability. No exhibitor will be permitted to dismantle their exhibit displays or remove products from the exhibit hall prior to the close of the trade show. Refer to the Exhibitor Service Manual for complete schedules, rules and regulations, and instructions for the installation and removal of the exhibits.

Compliance With Schedule. All exhibits must be installed during the time designated. Exhibit staff must be in charge of the display during the hours when the exhibit area is open. Each exhibitor agrees to maintain the exhibit through all exhibition hours as stated.

Exhibitor Registration. All persons working in the exhibit area must be registered as exhibit staff or conference delegates and must be at least 18 years of age. No one will be admitted to the exhibit area without a badge. Exhibit fees include exhibit hall access only and food and beverage functions for three exhibit staff registrations per 10' x 10' space. Exhibit staff wishing to attend conference sessions must be registered as a full conference attendee.

Cancellation or Reduction in Size of Exhibit Space. In the event any Exhibitor must cancel all or part of the exhibit space contracted for herein, the Exhibitor must do so in writing via certified mail, return receipt requested to Show Management.

Cancellation 90 or more days ahead of exhibit hall opening results in a 50% refund. Cancellation fewer than 89 days from exhibit hall opening results in no refund. This also applies to reduction in space.

Arrangement of Exhibits. The space provided will be as shown on the floor plan to the extent possible, but Show Management reserves the right in its sole discretion to make changes in the location, size, and display limits of any booth.

Use of Space. Exhibitors may not sublet, assign, or apportion any part of the space allotted, nor represent, advertise or distribute literature for the product or services of any other firm or individual except as approved in writing by Show Management.

Exhibitors' promotional activities are confined to the actual space purchased, or in areas approved by Show Management (e.g. vendor forums, hospitality suites) and are prohibited in hotel/convention center public spaces, or common areas owned or operated by hotel/convention center or leased by Show Management. No Exhibitor will be permitted to display or distribute literature outside the confines of the assigned booth space in the Exposition area. Distribution or display of promotional material in or to attendees hotel sleeping rooms, public areas or technical sessions is strictly prohibited. Show Management also reserves the right to remove, at the exhibitor cost, any merchandise deemed by show management as not suitable for display at COLLABORATE 09. Exhibitors will be bound by the booth rules which will be included in the Exhibitor Service Manual.

Restrictions. Show Management reserves the right to restrict or prohibit exhibits which, because of noise, method of operation, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Exposition as a whole. Show Management may prohibit installation or request removal or discontinuance of any exhibitor or promotion which, if continued, departs substantially from exhibitor's pre-approved design and description. In the event of such restrictions prohibitions or removal, Show Management will, where appropriate, refund the Exhibitor Space Rental Fee and shall not be otherwise liable to the Exhibitor.

Exposition Badges. Exhibit personnel must wear the COLLABORATE 09 approved identification badges while on the exhibit floor.

Liability & Insurance. Exhibitors agree to protect, save, and hold Show Management, and all agents and employees thereof (collectively called Indemnities) forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitors or holding under the exhibitors. Show Management will provide regular guard service at entrances to the Exposition area. Security will be provided during installation, exhibition and dismantling hours, as well as when the exhibits are closed to delegates. However, Show Management will not be liable for damage or loss to any exhibitor's properties through theft, fire, accident or any other cause whether the result of negligence or otherwise. The Exhibitor shall indemnify Show Management against, and hold it harmless from any complaints, suits or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of display space. It is recommended that exhibitors insure their exhibit and display materials.

Fire Protection. All display material must be flameproof and is subject to inspection. No flammable fluids or substances may be used or shown in the exhibit hall.

Americans With Disabilities Act. Exhibitors shall be responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold Show Management harmless from any consequences of failing to do so.

Performance of Music & Licenses. Exhibits that include the operation of musical equipment, radios, sound motion picture equipment, public address systems or any noise-making machines must be operated so that the resulting noise will not annoy or disturb adjacent exhibitors and their patrons, and must be approved by Show Management. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels.

Demonstration areas must be organized within the exhibitors' space so as not to interfere with any aisle traffic. Should spectators of a demonstration interfere with normal traffic flow in the aisle, Show Management will require that the demonstration cease.

Exhibitors and vendors are responsible for individual ASCAP/BMI music licensing fees if applicable to COLLABORATE 09 exhibit booth and/or vendor hospitality function. Vendors and exhibitors hereby represent that they have, or shall have by the time of the event, obtained all required licenses for the live or recorded performance of music. Exhibitors and/or vendors shall indemnify and hold harmless Show Management, its directors, officers, agents, members and representatives from and against all claims, costs (including reasonable attorney's fees), expenses and liabilities arising from breach of the foregoing representations.

Souvenirs & Samples. Distribution of souvenirs and samples is permitted provided there is no interference with other exhibits. Show Management may withhold or withdraw permission to distribute souvenirs, advertising or any other material it considers objectionable. Badge holders may not be distributed.

Conduct of Exhibitor's Employees. Exhibitor's employees whether full, part-time or temporary personnel hired by the exhibitor, shall conduct themselves in an ethical manner at all times. Solicitation of employment to any of the attendees or any exhibitor personnel is strictly prohibited and considered unethical and shall result in serious penalties and/or loss of privilege to exhibit in or attend future COLLABORATE events. Show management may also ask any persons deemed, in show management's opinion, to be acting in an obstructive manner, or inappropriately dressed for the week's business activities to leave the exhibit floor.

No Recruiting. Advertising for employees or written recruiting literature is not allowed. Recruiting in any form is strictly prohibited. Anyone who violates this policy will not be allowed to attend COLLABORATE the following year.

The Lead Retrieval System cannot be used for recruiting. Any company or individual found recruiting will be expelled from the conference immediately, will lose membership, and lose any future opportunities to attend and exhibit at COLLABORATE conferences. As Exhibit Contact, you are responsible for communicating and enforcing this policy among your booth participants.

Booth Dimensions & Signage. Exhibit fixtures, components, and identification signs will be permitted to a maximum height of 8'3" for 10'x10' and 10'x20' booths and 16' for island 20'x20' booths and larger. The ceiling height in the Exhibit Hall is 19'. Please refer to the IAEM rules for more information.

Hanging signs from the ceiling is allowed only if approved by Show Management. Show Management will hang specific sponsor and directional signs at their discretion.

Storage. Storage of additional literature, product, storage crates, or packing materials behind the back drape is strictly prohibited in every major exhibit facility in the U.S. If such items are stored behind the booth, the exhibiting company will be required to remove them immediately and pay for storage with the service contractor. Exhibitors may store a limited supply of literature or product appropriately within the booth area, so long as these items do not impede access to utility services, create a safety problem or look unsightly.

Staff Booth. You must staff the booth for all posted Exhibit Hall hours. There will be a penalty for early breakdowns. Costumed characters and all other special guests must remain within the perimeter of your booth and must be properly badged.

No animals are allowed on the exhibit floor.

Food & Beverage. Any food or beverages to be given away at exhibit booths must be approved by Conference Management. If approved, food & beverage must be ordered directly through the Orange County Convention Center.