



DRJ's Fall World 2004
September 19 - 22, 2004
San Diego, CA

APPLICATION AND EXHIBIT SPACE CONTRACT

This application for exhibit space at the DRJ's Fall World 2004, which will become a contract with the Disaster Recovery Journal (herein called "SPONSOR") upon written acceptance, is based upon the terms set forth below and on the reverse side hereof and the plan of exhibits, rates, and the rules and regulations as may be established from time to time set forth in this contract as updated and amended, and general exhibit information attached to this form, all of which constitute a part of this contract.

1. EXHIBIT SPACE RENTAL FEE: THE RENTAL FEE FOR EXHIBIT SPACE IS ONE THOUSAND EIGHT HUNDRED AND NINETY FIVE DOLLARS (\$1,895) FOR A 8 FOOT BY 10 FOOT BOOTH. THE RENTAL FEE FOR A CORNER EXHIBIT SPACE IS ONE THOUSAND NINE HUNDRED NINETY FIVE DOLLARS (\$1,995). IF YOU ARE REGISTERING FOR BOTH THE SEPTEMBER AND THE MARCH SEMINARS THE RENTAL FEE IS ONE THOUSAND SEVEN HUNDRED AND NINETY FIVE DOLLARS (\$1,795) FOR EACH SHOW. THE RENTAL FEE FOR A CORNER BOOTH AT EACH SHOW IS ONE THOUSAND EIGHT HUNDRED AND NINETY FIVE DOLLARS (\$1,895). THE FEE INCLUDES STANDARD DRAPERY EQUIPMENT AND A 7 INCH X 44 INCH SIGN. EXHIBITOR MUST NOTIFY SPONSOR AS TO THE NAME ON THE SIGN.

Check here if registering for consecutive conferences.

2. Exhibitor's Company Name as it should appear on sign: (Please Print or Type)

Billing Address:

City, State, ZIP: Telephone ( ) FAX number ( )

Booth Coordinator: Address: Email:

City, State, ZIP: Telephone ( ) FAX number( )

By his signature below, the individual signing this contract represents and warrants that he has been duly authorized to execute this binding contract on behalf of the named EXHIBITOR.

Signed: Date:

Name (Please Print): Title:

3. PAYMENT TERMS: The full amount must be paid in full upon receipt of invoice. When the payment is received, SPONSOR will mail EXHIBITOR booth location forms.

4. ASSIGNMENT OF EXHIBIT LOCATION: SPONSOR will make every effort to comply with requests for assignment of exhibit space locations on a "first-come/first-served" basis for those EXHIBITORS that have returned the contract and payment in full.

5. SIZE OF EXHIBIT SPACE REQUESTED: Size ft., x ft.

6. Do not wish to be near

Wish to be near

7. STATEMENT OF THE NATURE OF THE EXHIBITORS' BUSINESS AND TYPE OF PRODUCTS TO BE DISPLAYED (use separate sheet if necessary): This item must be completed and the exhibit will be limited to the display described below. Any changes in the exhibit are subject to the written approval of the SPONSOR. Please note that the use of exhibit space is subject to the restrictions described on the reverse side hereof. EXHIBITOR authorizes the SPONSOR to publish the following information in the Program brochures.

Exhibitors Business:

Products to be Displayed:

8. ACCEPTED FOR THE SPONSOR , by:

9. EXHIBIT SPACE ASSIGNMENT:(see Paragraph 3 above) Exhibit space number(s) Price

10. LOCATION OF EXHIBITS: The Symposium & Exhibition will be held in the Sheraton San Diego Hotel and Marina. All measurements and exhibit space layouts shown on the floor plan will be as accurate as possible, but SPONSOR reserves the right to make such modification and change exhibit space assignments as may be necessary to adjust the floor plan at any time to meet the needs of the SPONSOR, EXHIBITORS and the exhibits.

11. EXHIBITOR REGISTRATION AND HOTEL RESERVATIONS: (One) Conference registration is included with the rental fee for exhibitor. EXTRA EXHIBITORS SEATS are available at a reduced cost. Contact the DRJ office for details. EXHIBITORS can register for hotel accommodations directly with the Sheraton: (619)692-2265. Suites can be reserved by EXHIBITORS ONLY.

12. EXHIBIT SPACE EQUIPMENT AND SERVICES INFORMATION: EXHIBITORS agree to be bound by all rules and regulations as may be established from time to time by SPONSOR or set forth in the DRJ's Fall World 2004, and abide by all applicable rules set forth in the contracts of labor unions whose jurisdictions apply at this exposition in this facility.

# DRJ SYMPOSIUM & EXHIBITION

## APPLICATION AND EXHIBIT SPACE CONTRACT (ADDITIONAL PROVISIONS)

SPONSOR will furnish EXHIBITORS with the name of an exhibit contractor prepared to furnish all services customarily required within a reasonable time prior to the commencement of the Exhibition. Complete shipping instructions and information regarding furniture, electrical work, telephone installation, plumbing, labor for erecting and dismantling exhibits, drayage, etc., will be forwarded to EXHIBITORS in advance. All show materials sent to the Exhibition prior to the show, must be directed to the Exhibit Contractor - the hotel will not accept such materials for the Exhibitors. A service desk will be maintained in the exhibit area. SPONSOR assumes no responsibility or liability for any or the foregoing services performed or materials delivered.

13. **INSTALLATION AND REMOVAL TIME:** EXHIBITORS may install on September 19, 2004 after 8:00 A.M. All exhibits must be installed by 4:00 P.M. September 19, 2004. Exhibitors are expected to be set up for the welcome reception Sunday, September 19, 2004, from 5:30 - 8:00 p.m. Dismantling may not begin before 3:30 P.M. September 21, 2004 and all exhibits must be removed by 10:00 P.M. September 21, 2004. Material not removed by this time will be removed by the SPONSOR and put in storage at EXHIBITORS expense. Exact hours of installation and dismantling are subject to change at the discretion of the SPONSOR.

14. **EXHIBIT HOURS:** The Exhibit portion of the conference will be held from September 19, 2004 at the Sheraton Harbor Island Exhibit area, and will be open in accordance with the following schedule: Sunday 9/19/2004 5:30 p.m.-8:00 p.m., Monday 9/20/2004 11:00 a.m.- 5:00 p.m., Tuesday 9/21/2004 11:00 a.m.- 3:30 p.m.

SPONSOR reserves the right to change exhibit hours of the Exhibition as it may deem desirable. EXHIBITORS shall not, during the 3-day period of the Exhibition, conduct or sponsor any classes, seminars, exhibits, or similar activities other than those provided for hereunder within fifty (50) miles of the Symposium.

15. **CANCELLATION:** (a) In the event the EXHIBITOR cancels all, or part, of the exhibit space contracted for hereunder, the following provisions apply: (i) If written notice of cancellation is received by the SPONSOR prior to August 6, 2003, EXHIBITOR shall pay a cancellation fee equal to fifty (50) percent of RENTAL FEE. (ii) If written notice of cancellation is received by the SPONSOR on or after August 6, 2004 EXHIBITOR shall pay full exhibit space rental fee. All payments made to SPONSOR under this Exhibit Space Contract shall be deemed fully earned and non-refundable when made in consideration for expenses incurred by SPONSOR and SPONSOR'S lost or deferred opportunity to provide exhibit space to others, and all cancellation fees that may become due hereunder are acknowledged by EXHIBITOR to constitute liquidated damages.

b) If exhibit space is not occupied by the EXHIBITOR by 12:00 noon, September 19 2004, EXHIBITOR shall be deemed to have cancelled the exhibit space contracted for, and SPONSOR shall have the right to use such space as it deems appropriate and the EXHIBITOR shall pay to SPONSOR all amounts which would have been due, under the terms of subparagraph (a) above, if EXHIBITOR had cancelled this contract as of such date. If notice of cancellation is received after August 8, 2003 the EXHIBITOR shall pay the cost of decorating the ordered exhibit space in such manner as the Sponsor deems appropriate. Any refunds due the EXHIBITOR as a result of cancellation of this contract will be made immediately after the conference and Exposition.

c) If the EXHIBITOR does not make full payment when due under the terms of this contract, the SPONSOR may terminate this contract and the EXHIBITOR shall be responsible for payment to the SPONSOR of all amounts which would have been due SPONSOR, under the terms of subparagraph (a) above, if the EXHIBITOR had cancelled this contract as of the date of such default.

d) Except as EXHIBITOR'S rental obligation may be reduced in accordance with the terms set forth in subparagraph (a) above, the EXHIBITOR shall be responsible for payment of the total exhibit space rental fee whether the Conference and Exposition is cancelled, delayed, or relocated, in whole or in part, as a result of riot, strike, civil disorder, act of war, act of God, or any other cause of any kind whatsoever not within the SPONSOR'S control.

16. **DEFAULTS:** IF THE EXHIBITOR IS A PARTY TO OTHER CONTRACTS FOR EXHIBIT SPACE, ADVERTISING SPACE OR DIRECT MARKETING SERVICES, AND THE EXHIBITOR FAILS TO MAKE ANY PAYMENT WHEN DUE UNDER THIS OR ANY SUCH OTHER CONTRACTS (HEREINAFTER THE "DEFAULTED CONTRACT"), THE SPONSOR MAY, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO THE EXHIBITOR, REAPPLY ANY OR ALL FUNDS PAID BY THE EXHIBITOR UNDER ANY CONTRACT WITH SPONSOR TO THE PAYMENT DUE ON THE DEFAULTED CONTRACT AND, IN SUCH EVENT, THE SPONSOR SHALL PROMPTLY NOTIFY THE EXHIBITOR OF SUCH APPLICATION. IN THE EVENT THAT SUCH REAPPLICATION SHALL CREATE A DEFAULT UNDER A CONTRACT OTHER THAN THE DEFAULTED CONTRACT, WHICH DEFAULT IS NOT CURED AFTER NOTICE TO THE EXHIBITOR, THEN THAT CONTRACT MAY BE TERMINATED BY THE SPONSOR IN WHICH EVENT ALL OF THE PROVISIONS SET FORTH ABOVE UNDER THE HEADING "CANCELLATION" SHALL APPLY. ALTHOUGH SPONSOR AND EXHIBITOR EACH DO BUSINESS IN VARIOUS STATE JURISDICTIONS, THIS CONTRACT SHALL BE GOVERNED, CONSTRUCTED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI AND IN ITS COURTS. IN THE EVENT THAT IT SHALL BE NECESSARY FOR SPONSOR TO BRING SUIT TO ENFORCE ANY OF ITS RIGHTS HEREUNDER, SPONSOR SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH SUITS INCLUDING REASONABLE ATTORNEY'S FEES.

17. **USE OF EXHIBIT:** All demonstrations, promotional activities, selling, passing out of literature, must be confined to the limits of the exhibit space during the Exhibit Hours. Product demonstrations and similar promotional activities which may be scheduled in hotel suites exclusively by Exhibitors during non-exhibit hours must not conflict with any of the scheduled major hospitality receptions. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each EXHIBITOR is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Except in certain limited circumstances involving parent corporations, their wholly-owned subsidiaries, and sister corporations, when approved in writing in advance by SPONSOR, EXHIBITOR shall not assign, sublet or share the space allotted. EXHIBITORS must display only the goods manufactured or dealt in by them in their regular course of business and as shown in paragraph 6 on the reverse hereof. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area. In all exhibit areas where linear or peninsular exhibit spaces about other linear exhibit spaces, built-up exhibits or other constructions may either taper diagonally from 8 feet at the backwall to floor level at the aisle, or extend as a high panel (8-foot height limit) 5 feet out from the backwall of the linear exhibit space. In addition to restrictions described hereafter of specific exhibit configurations and exhibit space sizes, any exhibit which is allowed to exceed 8 feet in height may not exceed 18 feet in height without the express written permission of SPONSOR. In no case may the height along the side dividers for the front half in from the aisle of the linear exhibit space exceed 4 feet. However, peninsulas that abut peninsulas may have backwall covering the full length of the abutment. In cases of abutting peninsulas height restrictions do not apply, provided the backside of abutting walls are fully finished and do not unreasonably interfere with the abuttee's display. In cases of abuttee's objection, EXHIBITOR agrees to modify its exhibit space if, in the sole opinion of SPONSOR'S show management, such modification is required to satisfy abuttee's objection. Island exhibit spaces will have no height or sidewall restriction, except for the height of the ceiling or any other obstruction. Permission to hang signs or erect exhibit spaces higher than 8 feet must first be obtained from the SPONSOR, which will confirm the available height for specific exhibit space locations. No portion of any exhibit space sign or carpeting may extend over or beyond assigned floor space. Interference with the light and space of other exhibitors is prohibited. Display material exposing an unfinished surface to neighboring exhibit spaces is not permitted and must be finished at the EXHIBITOR'S expense. SPONSOR reserves the right to have such finishing done, billing the EXHIBITOR for charges incurred. The SPONSOR reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any exhibit which, in the opinion of the SPONSOR, may detract from the general character of the Exposition as a whole, or consists of products or services inconsistent with the purpose of the Exposition. This reservation includes persons, things, conduct, printed matter, and anything of a character which the SPONSOR determines is objectionable. In the event of such restriction or removal, the SPONSOR shall not be liable for any refunds or other exhibit expenses. No food or animals may be offered or displayed as part of the exhibit. The use of sound systems is permissible, provided that they are not audible more than 3 feet into the aisle or into neighboring exhibit spaces, and that the sound is directed into the EXHIBITOR'S exhibit space or vertically. The SPONSOR shall have absolute control over the implementation of this regulation, the intent of which is that sound systems shall not be audibly objectionable to neighboring EXHIBITORS.

18. **TAXES AND LICENSES:** EXHIBITOR shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at the Exposition. EXHIBITOR shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activities at the Exposition.

19. **EXHIBIT SAFETY:** For all Exhibits over twelve (12) feet high, the EXHIBITOR hereby represents and warrants to SPONSOR that EXHIBITOR has taken all steps reasonably necessary in its judgment to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected, including obtaining the certification of a registered structural engineer if reasonably available. EXHIBITOR accepts responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof or the existence of any other unsafe condition at its exhibit. EXHIBITOR hereby agrees to indemnify and hold harmless the SPONSOR, the owner and manager of the exhibition facility, and others lawfully on the exhibit floor, from and against any claim, loss, liability or damage suffered as a result of EXHIBITOR'S construction or maintenance of an unsafe exhibit, and EXHIBITOR further represents and warrants that it has obtained adequate insurance to cover its potential liability hereunder. EXHIBITOR will furnish SPONSOR with the engineering and/or insurance certificates referred to herein upon request prior to or during the Exposition.

**LIABILITY:** Neither the SPONSOR, nor its agents or representatives, will be responsible for any injury, loss or damage that may occur to the EXHIBITOR or to the EXHIBITOR'S employees or property from any cause whatsoever. Under no circumstances will SPONSOR be liable for lost profits or other incidental or consequential damages. EXHIBITOR shall obtain, at its own expense, adequate insurance against any such injury, loss or damage.

The SPONSOR shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone viewing, visiting or otherwise participating in the EXHIBITOR'S exhibit is deemed to be the invitee or licensee of the EXHIBITOR, rather than the invitee or licensee of the SPONSOR. The SPONSOR shall not be liable for any injury whatsoever to property of the EXHIBITOR or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the EXHIBITOR. EXHIBITOR agrees to abide by existing agreements and regulations covering the use of services or labor in the conference and exhibit facility. The EXHIBITOR assumes full responsibility and liability for the acts or omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority and agree to save harmless SPONSOR and the exhibit hall from responsibility or liability resulting directly or indirectly, which arise from such acts or omissions.

There is no other agreement or warranty between the EXHIBITOR and the SPONSOR except as set forth in this document. The rights of the SPONSOR under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of the SPONSOR.

20. **INSURANCE:** The EXHIBITOR is solely and fully responsible for its own exhibit material and should insure its exhibit against loss or damage from any cause whatsoever. All property of an EXHIBITOR is understood to remain in its care, custody, and control in transit to or from or within the confines of the Exhibit Hall.

21. **CARE OF BUILDING AND EQUIPMENT:** EXHIBITORS or agents must not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. When such damage appears, the EXHIBITOR is liable to the owner of the property so damaged. All materials used in decoration must be flameproofed. Electric wiring must conform with the National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the exposition is located, and of any other government authority maintaining jurisdiction over the said exposition facility, which affect the installation, conduct and disassembly of the exhibit. Combustible materials or explosives are not permitted in the Exhibit Hall. The EXHIBITOR shall also comply with all reasonable requests of officials of the Exhibit Hall and the SPONSOR with respect to the installation, conduct, and disassembly of its exhibit.