



# ITxpo 2003 EXHIBITOR APPLICATION AND AGREEMENT

March 24 – 26, 2003

San Diego Convention Center — San Diego, California

## 1. Parties and Participant Information.

This Agreement is made and entered into as of \_\_\_\_\_ between Gartner, Inc., a Delaware corporation with its principal offices at 56 Top Gallant Road, P.O. Box 10212, Stamford, Connecticut, 06904-2212 ("Gartner"), and \_\_\_\_\_ ("Participating Company").

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

URL \_\_\_\_\_

Company Name (Exactly as it should appear in all Conference print collateral) \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Primary Contact \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Tradeshaw Coordinator (Receive ALL exhibit information) \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Bill to Contact (Required) \_\_\_\_\_

Full Address \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Upon execution of this Agreement by both parties and payment to Gartner of the participation fee set forth below, Participating Company shall participate as an exhibitor in the conference entitled ITxpo 2003 (the "Event") which will take place on March 24 – 26, 2003 (the "Event Date") at the San Diego Convention Center, San Diego, California (the "Event Site") on the terms and conditions set forth herein and on the reverse side of this agreement. Gartner has the sole right to determine the eligibility of any company or product for inclusion in ITxpo 2003 and acceptance of this form and initial deposit does not constitute acceptance of Participating Company until Gartner executes the Agreement. If Gartner does not accept Participating Company as a participating company, then Gartner shall promptly return all deposits made by Participating Company to Gartner.

## 2. Participation Booths, Sponsorships and Fees.

Booths: Participating Company may purchase multiple turnkey booth packages. Only one product or solution is permitted per booth. No more than 20 contiguous feet permitted.

<input type="checkbox"/> <b>Renewal</b>	<input type="checkbox"/> <b>New</b>	<b>Sponsorships:</b>	<input type="checkbox"/> Outdoor Circle Banner @ \$4,000	<input type="checkbox"/> Run of Book @ \$4,000	<input type="checkbox"/> Belly Band @ \$13,000
(Qty) _____ 10' X 10' turnkey exhibit package = \$ _____		<input type="checkbox"/> Product Education Session @ \$15,000	<input type="checkbox"/> Indoor Circle Banner @ \$7,000	<input type="checkbox"/> Advertising in Symposium/ITxpo Times:	<input type="checkbox"/> Inside Front Cover (gatefold) @ \$12,000
Booth Preference _____, _____, _____		<input type="checkbox"/> Hospitality Suite @ \$20,000	<input type="checkbox"/> Pocket Guide @ \$15,000	<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday	<input type="checkbox"/> Bookmark @ \$12000
(Qty) _____ 10' X 20' turnkey exhibit package = \$ _____		<input type="checkbox"/> Special Event Night @ \$15,000	<input type="checkbox"/> Exhibitor Floor Plan Map @ \$8,000	<input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday	<input type="checkbox"/> Inside Back Cover @ \$8,000
Booth Preference _____, _____, _____		<input type="checkbox"/> Cocktail Reception @ \$8,000	<input type="checkbox"/> Attendee Bag @ \$25,000	<input type="checkbox"/> Center Spread @ \$7,000	<input type="checkbox"/> Two-Page Spread @ \$6,000
_____ Emerging Technology Pavilion Kiosk = \$ _____		<input type="checkbox"/> Refreshment & Coffee Break @ \$10,000	<input type="checkbox"/> Literature Bag @ \$12,000	<input type="checkbox"/> Inside Back Cover @ \$5,000	<input type="checkbox"/> Premium Position, Tab Dividers @ \$5,500
(Qty) _____ Other (specify) _____ = \$ _____		<input type="checkbox"/> Attendee Meal Sponsor @ \$15,000	<input type="checkbox"/> Gold Member Lounge @ \$15,000	<input type="checkbox"/> Full Page @ \$3,000	specify tab location _____
(Qty) _____ Other (specify) _____ = \$ _____		<input type="checkbox"/> 5K Fun Run @ \$10,000	<input type="checkbox"/> Meeting Room/ Consultation Area	<input type="checkbox"/> Half Page @ \$1,500	<input type="checkbox"/> Premium Position @ \$5,000
(Qty) _____ Other (specify) _____ = \$ _____		<input type="checkbox"/> Event Website hyperlink and logo @ \$3,000	Daily rate @ \$3,500	<input type="checkbox"/> Weekly (Monday - Thursday)*	specify location _____
		<input type="checkbox"/> Additional Event Website hyperlinks @ \$500	Weekly rate @ \$6,000	<input type="checkbox"/> Center Spread @ \$21,000	<input type="checkbox"/> Run of Book Full Page @ \$4,000
		<input type="checkbox"/> Kiosk banners with mouse pads @ \$10,000	<input type="checkbox"/> Attendee Workroom Lounge @ \$7,000	<input type="checkbox"/> Inside Back Cover @ \$15,000	<input type="checkbox"/> B&W Logo next to company product description @ \$500
		<input type="checkbox"/> CD-ROM documentation @ \$5,000	<input type="checkbox"/> On-line Products: _____	<input type="checkbox"/> Full Page @ \$9,000	<b>Total Sponsorship Fee</b>
Booth No. Assigned: _____ Assigned By: _____ (initials)			<input type="checkbox"/> Other: _____	<input type="checkbox"/> Half Page @ \$4,500	\$ _____
			<b>Advertising in Pre-show Welcome Kit:</b>	<b>Advertising in Program Guide:</b>	
			<input type="checkbox"/> Inside Front Cover @ \$7,500	<input type="checkbox"/> Back Cover @ \$15,000	
			<input type="checkbox"/> Inside Back Cover @ \$6,500		

## 3. Payment Terms

In consideration of Participating Company's participation in ITxpo 2003 as set forth above, Participating Company shall pay to Gartner \_\_\_\_\_ (the "Participation Fee") payable (a) 1/3rd (\$ \_\_\_\_\_) upon execution of this Agreement by Participating Company, (b) 1/3rd by September 10, 2002, and (c) the balance by December 2, 2002.

For Agreements received between September 10, 2002 and December 1, 2002, 2/3rd of the total amount payable is due upon execution of this Agreement by Participating Company, and the balance is due by December 2, 2002. For Agreements received after December 2, 2002, payment in full is due upon execution of this Agreement by Participating Company. Participating Company will NOT be permitted to move-in/set-up unless the Participation Fee has been paid in full. Failure of Participating Company to comply with any payment term will, among other things, result in loss of space. All fees are non-refundable or transferable.

**If Participating Company requires a Purchase Order number (PO#) for payment, the PO# must accompany this signed Agreement.**

All fees are deemed fully earned by Gartner when due and are non-refundable, unless this Application is denied by Gartner, in which case fees already paid will be refunded.

## 4. Cancellation by Participating Company

This Agreement is non-cancelable by Participating Company, even if Participating Company has not yet received the fully signed Agreement from Gartner.

## 5. Authorized Signature

The Participating Company represents and warrants to Gartner that the person signing this document is authorized by Participating Company to execute this Agreement and bind Participating Company to the terms set forth herein and on the reverse side of this Agreement.

The parties have executed this Agreement as of the date first written above.

Participating Company: \_\_\_\_\_ Print name: \_\_\_\_\_

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

## 6. Show Management Use Only Accepted by GARTNER, INC.

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

Account Executive:	Booth(s) # Assigned:	Assigned By: (Initials)
Phone:	Size:	Pavilion:
Email:	Booth Space Investment: US\$:	Sponsorship Investment: _____ Total Investment: _____

# Terms and Conditions

**1. Cancellation or Change of the Event.** If Gartner, in its sole discretion, changes the Event Date or the Event Site, or cancels the Event, Gartner's sole responsibility to Participating Company shall be to (i) notify Participating Company of such changes or cancellation, and of any rescheduled date and site, if applicable; and (ii) refund any deposits received from Participating Company for that Event if the Participating Company cannot attend the rescheduled Event. Participating Company shall have 15 days from receipt of notice of a changed event date to notify Gartner if it cannot participate during the rescheduled date. If Participating Company does not notify Gartner that it cannot participate within the 15 days, this Agreement shall be deemed to be amended to contain the rescheduled event date as the Event Date.

**2. Cancellation by Participating Company.**

(a) This Agreement is non-cancelable by Participating Company.

(b) Any cancellations, of the entire agreement, reductions in booth space or of sponsorships, will be accepted at the sole discretion of Gartner. If Gartner accepts any cancellations, they shall be subject to the following cancellation fees, which shall be deemed to be liquidated damages and not a penalty:

33% of the specified fee if the cancellation notice is received prior to September 10, 2002  
66% of the specified fee if the cancellation notice is received between September 10, 2002 and December 2, 2002

100% of the specified fee if the cancellation notice is received after December 2, 2002.

Subsequent reassignment of canceled space does not relieve Participating Company of the obligation to pay the cancellation fee.

(c) If the cancellation fee due to Gartner exceeds the amount previously paid by Participating Company, Participating Company must pay the balance to Gartner within 30 days of receipt of written cancellation notice. If the cancellation fee due to Gartner is less than the amount previously paid by Participating Company, Gartner will refund the excess to Participating Company within 30 days of receipt of the written cancellation notice.

(d) If Participating Company does not notify Gartner of cancellation and fails to set up by 5 p.m. on Monday, March 24, 2003, Gartner will consider the space canceled and Participating Company will be responsible for the full Participation Fee. Gartner may use the allocated space in any way it deems appropriate. Participating Company may also be responsible for any additional decorator charges required converting the unused exhibit space into useful floor space.

(e) If Participating Company has not paid the Participation Fee in full prior to set up, its freight will be held until the fees are satisfied.

(f) Cancellation fees may not be applied toward exhibit space at other Gartner events, or advertisements, sponsorships or other Gartner products or services.

**3. Other Event Payments.** If Participating Company owes Gartner any sums under any other agreement between Participating Company and Gartner for a Gartner sponsored event, Gartner may apply all sums paid under this Agreement to the past due obligations until they are satisfied in full. Gartner will notify Participating Company of any such application and Participating Company agrees to pay all sums due hereunder in addition to the amounts applied to past due obligations.

**4. Liability of Participating Company.**

(a) Participating Company's Property. Participating Company is solely responsible for its own demonstration materials and products, and for insuring its property from all loss or damage. Participating Company acknowledges that all of its property is in its care, custody, and control in transit to and from, or within the confines of, the Event Site. Participating Company agrees not to make any claims against Gartner for loss, theft, damage, or destruction of property, or injury, including death, to itself, its employees, agents, or representatives, unless caused by the sole negligence or willful misconduct of Gartner.

(b) Property of Others. Participating Company is solely liable for any damage caused by its employees, agents or equipment to building floors, walls, or columns, or to standard booth equipment, or to property belonging to the Event Site or other participating companies or Event attendees, including, without limitation any injury or damage resulting from Participating Company's failure to comply with any of the Event Rules and Regulations.

**5. Indemnification.** Participating Company agrees to indemnify and hold harmless Gartner, its directors, officers, employees, and agents from and against all claims, losses, expenses, liabilities and damages arising out of or relating to any breach of this Agreement by Participating Company or the negligence or willful misconduct of Participating Company, its employees, agents or representatives in performing this Agreement or otherwise in connection with the Event. Participating Company agrees to protect, indemnify, defend and save harmless, Gartner and the Event Site, and their respective employees, officers, directors and agents, against all claims, losses, and damages to persons or property, governmental charges or fines and attorneys fees arising out of or caused by Participating Company's installation, removal, maintenance, occupancy, or use of the Event Site, excluding any liability caused by the sole negligence of Gartner, the Event Site or their respective employees and agents.

**6. Limitation of Liability.** GARTNER'S ENTIRE LIABILITY TO PARTICIPATING COMPANY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE PARTICIPATION FEE PAID. IN NO EVENT SHALL GARTNER BE LIABLE TO PARTICIPATING COMPANY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, RELIANCE OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE EVENT, ITS CANCELLATION OR ANY CHANGES THERETO IN LOCATION, DATE OR OTHERWISE, WHETHER SUCH CLAIM IS BASED IN CONTRACT OR TORT, AND WHETHER OR NOT GARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GARTNER MAKES NO REPRESENTATIONS OR WARRANTIES TO THE PARTICIPATING COMPANY CONCERNING THE EVENT, INCLUDING, WITHOUT LIMITATION, THE NUMBER OF PARTICIPANTS WHO WILL ATTEND THE EVENT, OR WHETHER THE EVENT IS AN EFFECTIVE METHOD OF MARKETING FOR PARTICIPATING COMPANY.

**7. Insurance.** Participating Company agrees to maintain Comprehensive General Liability insurance covering Participating Company's participation in the Event, which coverage shall include personal property damage and bodily injury coverage, with limits of at least \$1,000,000 for each occurrence, and shall name Gartner as an additional insured. Participating Company shall furnish Gartner with evidence of such insurance prior to the Event.

**8. Exhibit Coordination.** Participating Company agrees to coordinate all aspects of participating in the Event through Gartner's designated Show Management Company ("Management") including but not limited to, equipment shipments, power and electrical requirements and signage. Management will send Participating Company a copy of the Event online manual (the "Manual") approximately 12 weeks prior to the Event, or, upon Gartner's receipt of full payment, whichever is later.

**9. Rules and Regulations.** Participating Company agrees to abide by all rules and regulations governing the Event, which are promulgated by Gartner or Management and are set forth below or are contained in the Manual.

(a) Subleasing. Participating Company may not sublet all or any part of its booth space, or demonstrate, offer for sale, or advertise articles not manufactured or sold by Participating Company, except where such articles are necessary for the proper demonstration or operation of Participating Company's display, in which case the identification of the other party shall be limited to the manufacturer's normal, nameplate. Participating Company may not permit non-participating company representatives to operate from its booth.

(b) Installing, Demonstrating, Dismantling. Management shall specify hours and dates for installing, demonstrating and dismantling. Participating Company shall be liable for all storage and handling charges resulting from its failure to remove demonstration material before the conclusion of the dismantling period. Participating Company may not apply paint, lacquer, adhesive, or other coating to building columns, floors or walls, or to standard booth equipment.

(c) Obstruction of Aisles or Booths/Noise. Participating Company shall not conduct any demonstration or activity that results in excessive obstruction of aisles or prevents easy access to other booths. Participating Company shall maintain sound and noise levels to those requested by Management.

(d) Attendance. Admission policies shall remain, at all times, the prerogative of Management, and may be reviewed or amended to suit unforeseen conditions.

(e) Booth Personnel. Participating Company representatives are restricted to personnel engaged in the display, demonstration, application or sale of Participating Company's product or services. The use of celebrities or performers is prohibited even if Participating Company employees them. Booth personnel shall wear badge identification furnished by Management at all times while they are in the demonstration area. All employees of Participating Company must register at the Event. Management reserves the right to restrict or limit the number of booth representatives.

(f) Filming. Participating Company will not be allowed to film or hire a vendor to film on the show floor.

(g) Display Material; Electrical Usage; Weight. Any display material not provided by Management is forbidden. All electrical usage must conform to the regulations prescribed by the Event Site. Management must approve any exceptions in writing. The weight of any equipment or demonstration material may not exceed the specified floor load limit of the demonstration hall as defined in the Manual. Failure to adhere to these rules may result in Management's replacement, rearrangement, or redecoration of any item or of any booth, at Participating Company's expense.

(h) Floor Plan, Revisions and Relocation. Management retains the exclusive right to organize and revise the demonstration hall floor plan and/or move Participating Company to another location as Management deems necessary.

(i) Receptions/Publicity. Participating Company may not host or sponsor any activity prior to, during or after the Event including, but not limited to, receptions, seminars, symposiums, and press receptions, whether such activity is held at the Event Site or elsewhere, unless such activity is pursuant to a sponsorship agreement with Gartner. Participating Company may not retain hospitality suites of any kind for clients, prospects or the media. Gartner will facilitate any formal interaction with the press. Press functions may not include cocktails. Participating Company is not permitted to place or distribute flyers, brochures or any promotional items pertaining to its products and/or Product Education Sessions in hotel rooms or common meeting areas. Participating Company may have 8 1/2 x 11 flyers announcing its Product Education Sessions available in its booths.

(j) Signage. Participating Company may hang signs from its booth in accordance with the Graphics Standards set forth in the Manual. If Participating Company violates this rule it will be asked to remove any non-standard signs. Participating Company is allowed one piece of literature or one solution packet per booth but no literature racks, easels, or stands are permitted. Participating Company may not hang signs, banners, T-shirts, bags or any other type of giveaway advertisements from its booth.

(k) Raffles and Giveaways

Participating Company may hand out 1 giveaway at its booth, such as mouse-pads, pens or T-shirts. No bags are permitted. The giveaway item must be small, have a retail value of less than \$50, and be displayed discretely in Participating Company's booth. Participating Company may offer 1 bigger ticket item (such as a software package or hardware product valued at no more than \$500) as a drawing prize. The drawing may be promoted in Participating Company's booth with a small sign (8 1/2 x 11). The drawing must be held after the Event and Participating Company should mail the prize to the winner directly. Drawing prizes may not be displayed in Participating Company's booth unless it is the product that Participating Company is demonstrating.

(l) Use of Gartner's Name. Participating Company may not use Gartner's name, trademarks, logos or research in its booth or in any of the information it provides to its clients, except to inform clients that it will be participating as an exhibitor at Gartner's Symposium I TXpo.

**10. Amendment and Addition to Rules.** Any matters not specifically covered by the rules set forth herein or in the Manual shall be subject solely to the decision of Management. Management may at any time amend or add additional rules by giving prior written notice to Participating Company and all amendments or additions shall be binding on the Participating Company.

**11. Waiver of Rights.** Any rights of the parties under this Agreement shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized representative of the relevant party.

**12. Miscellaneous.** This Agreement represents a one-time-only commitment between Gartner and Participating Company. This Agreement constitutes the entire Agreement with respect to the subject matter hereof and may not be modified except by a writing signed by both parties. Participating Company may not assign this Agreement without the prior written consent of Gartner. This Agreement shall be governed by and construed under the laws of the State of Connecticut, without reference to conflict of law principles. Any unresolved disputes arising under this Agreement shall be settled by arbitration by one arbitrator in Stamford, Connecticut under the Streamlined Commercial Arbitration Rules of JAMS or such other entity as the parties may agree. The prevailing party shall be entitled to recover all costs of the arbitration including reasonable attorneys' fees.