

Exhibitor Agreement- 2009 OTC National Conference
Boston Sheraton, Boston, MA
June 4th – June 5th, 2009
Exhibit Hall Dates: June 4th – June 5th, 2009

This agreement is between DTC Perspectives, Inc. of 30 Columbia Turnpike 2nd Floor Florham Park, NJ 07932, and the company completing the information below. DTC Perspectives Inc, the producers of the 2009 OTC National Conference, agrees to provide an exhibit space of 10w X 8d feet. This space will be fitted with pipe and drape and have an identification sign with the exhibitors name provided. Exhibit locations are allocated on a first come first serve basis with no premiums for best locations.

Additional services can be contracted with the Freeman Exposition Services. The cost of the exhibit is \$5,500.00 to be paid within 30 days of the date of invoice. If payment is not received by invoice due date exhibitors may lose their reservation and the location may be offered to other exhibitors. The basic exhibit package will include the following:

- 10X8 Exhibit Space in Exhibition Hall (Exhibit Hall is across the foyer from the general session presentation hall)
- Two Conference Passes (\$3,990.00 value)
- Listing on web site and in conference guide
- Discount on pre and post conference advertising in *OTC Perspectives Magazine* Conference Advertising Package includes 2 full page 4c ads with a 25% discount on 2X ad rate (7M + national distribution) Exhibitor Price - \$3,900 (\$1,700 value)
- Access to delegate list one week prior to conference start

By signing this contract you are committing to do an exhibit. Cancellation policies are as follows: Should the conference be cancelled a full refund of any payments received will be returned to the sponsor. Exhibits may be canceled with no penalty until 180 days prior to the event or when Exhibitor is publicly recognized in printed and/or electronic conference materials, whichever is earlier. After that time, there will be no refund, and balance of payment will be expected even if exhibit is withdrawn.

Exhibitors certify that they have liability and workman's compensation insurance for their employees working the exhibit booth and will name DTC Perspectives, Inc. as a co-insured for the length of the exhibit period. Insurance certificates should be provided to DTC Perspectives, Inc. prior to the conference.

Company name _____ Address _____

Type of business _____ (Please select one: Agency, CRM, Internet Portal, Software, Media Company, Call Center, Consulting, Point of Care, or DTC Service Provider)

Exhibitor Contact Person _____ Phone # _____ Fax # _____

Title _____ E-mail _____ Website _____

Exhibitor Signature _____ Date _____

Approved by DTC Perspectives, Inc. _____ Date _____ Booth number _____

50 Word Description:

RULES GOVERNING EXHIBITION

- 01. DEFINITIONS.** As used herein "Management" and/or "DTC Perspectives, Inc." shall mean the officers, or committees, or agents, or employees acting for them in management of the Exhibition; and, "Exhibitor" shall mean the company named above or its officers or employees, or its representatives or agents.
- 02. ELIGIBLE EXHIBITS.** Management reserves the right to determine eligibility of any company or product to participate in the Exhibition.
- 03. INSTALLATION - SHOWING - DISMANTLING.** Hours and dates for installation, showing, and dismantling shall be those specified by Management. All displays must be fully set up by the opening of the exposition, and all exhibits must be open for business during all expo hours. In addition, exhibitor may not dismantle or pack any portion of its display until the expo officially closes. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before conclusion of dismantling period as specified by Management. Exhibitor agrees that Management shall have the sole right to dispose of other property of Exhibitor remaining in the Exhibition building at the termination of the show.
- 04. DECORATION.** Management shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability shall attach to Management for costs that may devolve upon Exhibitor thereby. Exhibitors building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished 2 hours prior to the opening of the Exhibition, Management shall authorize the official decorator to effect the necessary finishing and Exhibitor must pay all charges involved therein.
- 05. FLOOR LOAD.** Under no circumstances may the weight of any equipment or exhibit material of any Exhibitor exceed the hall's maximum floor load. Exhibitor accepts full responsibility for injury, damage, or accident to property or persons resulting from its failure, knowingly, or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specification.
- 06. UNION LABOR.** Exhibitor shall employ only union labor, as made available by the official contractors, in the installation and dismantling of its exhibit, and in its operation when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry, and electrical work.
- 07. DAMAGE TO PROPERTY.** Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other Exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives or other coating to building columns and floors or to standard booth equipment.
- 08. INFLAMMABLE MATERIALS.** No inflammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state or city fire regulations, may be used in any booth.
- 09. POSITIONING OF EQUIPMENT IN RELATION TO AISLE.** Machinery and equipment shall be so positioned that no portion is closer than 12 inches from the aisles. Samples and handouts shall not be distributed closer than 12 inches from the aisle. Demonstrations and performers shall not pursue their activities closer than 12 inches from the aisle. No activity that tends to develop static groups of observers by an aisle, impede aisle traffic, and obstruct nearby exhibitors, will be permitted. Where circumstances justify, the Show Management will grant exception, in writing.
- 10. SOUND.** The mechanical reproduction of sound is permitted under restrictions and only if obtained in writing from Management. The basic condition is that such sound shall not project beyond the boundaries of the Exhibitor's booth. Exhibitor will immediately terminate or modify its use of sound on request from Management without any reason or explanation provided.
- 11. SIGNS, SIGN, COPY, ILLUMINATION.** Flashing lights of low intensity may be used if approved in writing in advance by the Management. Should the wording of any sign or area in any Exhibitor's booth be deemed by Management to be contrary to the best interest of the Exhibition, the Exhibitor shall make changes required by Management. Within the convention center property (inside as well as out), brand or company logos, signs and trademark displays will be limited to the official exhibit area only.
- 12. SOLICITING - COSTUMES.** Exhibitor shall not conduct activities in aisles or booths other than its own. Exhibitor's personnel wearing excessively scanty costumes or forms of dress inconsistent with the dignity of the exhibit will not be permitted. Exhibitor's representative wearing distinctive costumes or uniforms, carrying banners or signs separately or as part of their apparel, may appear at the Exhibition only in their own booth.
- 13. SAMPLES, SOUVENIRS.** Souvenirs, publications, etc. may be distributed by the Exhibitor only from within their booth. The distribution of any articles that interferes with the activities in, or obstructs access to, neighboring booths, or that impedes aisles, is prohibited. No article containing any product other than the product of material made or processed or used by the Exhibitor in its product or service may be distributed except with written permission of Management.
- 14. PHOTOGRAPHS.** The taking of unauthorized photographs on the Exhibit Floor is not permitted.
- 15. NOISE & ODORS.** No noisy or obstructive activity will be permitted during Exhibition hours, or will noisily operating displays, or exhibits producing objectionable odors.
- 16. BOOTH REPRESENTATIVES.** Exhibitor's booth representatives shall be restricted to employees of exhibiting companies. Booth Representatives shall wear badge identification furnished by Management at all times. Management may limit the number of booth representatives at any time.
- 17. RELOCATION OF EXHIBITS.** Management reserves the right to alter the location of Exhibitor, or of booths, at its sole discretion.
- 18. REJECTED DISPLAYS.** Exhibitor agrees that eligibility of its exhibit shall be contingent upon strict compliance with these rules. Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor or its representatives, with or without giving cause. If cause is not given, liability shall not exceed the return of the Exhibitor of the amount of rental unearned at the time of ejection. If an Exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be due.
- 19. DEFAULT OF OCCUPANCY.** Any Exhibitor failing to open space contracted for is not relieved of the obligation of paying the full rental of such space provided for in signed contract. If not occupied by the time set for completion of installation of displays, such space may be possessed by Management for such purpose as it may see fit.
- 20. SUB-LEASING.** Exhibitor may not sublet its space, nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of the Exhibitors display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice, appears normally on them. Rulings of the Management shall in all instances be final with regard to use of any exhibit space.
- 21. EXHIBITOR INSURANCE.** Exhibitor shall, at Exhibitor sole cost and expense, procure and maintain through the term of the Exhibition, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability not less than \$1,000,000. Exhibitor shall obtain and furnish upon request of Management, a Certificate of Insurance evidencing the required insurance to Management.
- 22. RESPONSIBILITY CLAUSE.** Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitors' activities on the Hotel premises and will indemnify, defend and hold harmless the Hotel, its agents, servants and employees from any and all such losses, damages and claims. The Exhibitor understands that neither *2009 OTC National* or the hotel where the event is occurring maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.
- 23. LIMITATIONS OF LIABILITY.** Exhibitor agrees to protect, save and hold the *2009 OTC National* and the hotel where event is occurring and all agents and employees thereof (hereinafter collectively called Indemnittees) forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitors or those holding under the exhibitor, and further, the exhibitor shall, at all times, protect, indemnify, save and hold harmless the Indemnittees against and from any and all losses, costs, damages, liability or expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees or business invitees, which arise from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises, the hotel or any part thereof.
- 24. FAILURE TO HOLD EXHIBITION.** Should any contingency prevent holding of the Exhibition, Management may retain such part of the Exhibitor's rental and shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred.
- 25. ATTENDANCE.** Management shall have sole control of admission privileges of the Exhibition.
- 26. CONFLICTING MEETINGS.** Exhibitor agrees not to extend invitations, call meetings or otherwise encourage absence of attendees from the exhibit hall and meeting rooms during the hours of the Exhibition and Conference.
- 27. RESOLUTION OF DISPUTES.** In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a labor union or labor union representative, or between two or more exhibitors, all interpretation(s) by Management of the Rules Governing the Exhibition, action(s), or decision(s) concerning the dispute or disagreement shall be binding on Exhibitor.
- 28. AMENDMENT OF RULES.** Any matters not specifically covered by the preceding rules shall be solely subject to the decision of Management. Management may amend these rules at any time, and all amendments so made shall be binding on Exhibitor.
- 29. GENERAL** Management makes no representation or warranty, express or implied, regarding the number and/or demographics of persons who will attend the Conference.
- Please Sign to Agree to the Rules as Stated:** _____

**2009 OTC National
Exhibitor Attendee Supplemental Information Form**

With this 2009 OTC National Exhibitor agreement, please supply attendee information.

Delegate 1:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Email Address: _____

Delegate 2:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Email Address: _____

N.B. This Exhibitor Attendee Information Supplement form must be completed and returned to DTC Perspectives, Inc. three weeks prior to the conference start (May 13th, 2009) to ensure timely availability of your registration materials.