



(For Office Use Only)  
 Client No: \_\_\_\_\_ Rec'd: \_\_\_\_\_  
 Sq Ft: \_\_\_\_\_ Dimensions: \_\_\_\_\_  
 Booth No: \_\_\_\_\_ Total Costs: \_\_\_\_\_  
 Accepted By: \_\_\_\_\_

**September 29-30, 2010 | Pasadena Convention Center**

**MAIL ORIGINAL WITH PAYMENT TO: OR FAX A COPY TO:**

Digital Video Expo 2010 c/o NewBay Media LLC  
 Attn: Jackie Gospodinoff  
 810 Seventh Avenue, 27<sup>th</sup> Floor, New York, NY 10019

Exhibit Sales Fax: **888-759-5816**  
 Sales Phone: 212.378.0493  
 jgospodinoff@nbmedia.com

The Exhibitor hereby submits this contract for exhibit space at Digital Video Expo 2010 to NewBay Media, LLC (the "Producer") and hereby acknowledges and agrees to the terms and conditions set forth (including the reverse side hereof) and to the rules and regulations set forth in the Exhibitor Service Manual. The Exhibitor further agrees that, upon acceptance of this Application by the Producer, this Application shall become a legally binding contract, enforceable against the Exhibitor in accordance with its terms.

**1. EXHIBITOR INFORMATION**

Company Name: \_\_\_\_\_ Listing (as you want it in the Show Guide) \_\_\_\_\_  
 Main Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 Email: \_\_\_\_\_ Direct Phone: \_\_\_\_\_  
 Main Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_ URL: \_\_\_\_\_  
 Pre-event Logistical Contact (required): \_\_\_\_\_ Email: \_\_\_\_\_

**2. BILLING CONTACT INFORMATION**

Billing Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address (if different from above): \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_ Direct Email (required): \_\_\_\_\_

**3. PAYMENT TERMS**

50% of total amount is the required Deposit (must accompany all contracts submitted before April 23, 2010). 100% of total amount is due April 23, 2010 for Contracted Exhibitors and must accompany all new contracts submitted after April 23. In the event the Exhibitor cancels on or before April 23 2010, all or part of the Exhibit space contracted for hereunder, the Exhibitor shall pay to the Producer a cancellation fee equal to 50% of all monies due. In the event the Exhibitor cancels after April 23, 2010, all or part of the Exhibit space contracted for hereunder, the Exhibitor shall pay to the Producer a cancellation fee equal to 100% of all monies due.

Check – Please make checks payable to NewBay Media, LLC PO Number Required?  YES  NO If yes, PO # \_\_\_\_\_  
 Paying by Credit Card?  MC  VISA  AMEX Credit Card #: \_\_\_\_\_  
 V Code: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Card Holder Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**4. SPACE PACKAGES / MARKETING OPTIONS**

**RAW EXHIBIT SPACE:** The rent for exhibit space is **\$37.00 US per square foot** and includes back and side wall drape (for standard and linear booths only) and a company ID sign.  
 **TURNKEY SPACE 10x10:** The rent for turnkey exhibit space is **\$41.00 US per square foot** and includes back and side wall drape (for standard and linear booths only) company ID sign, standard carpeting, (2) plastic contour chairs, 6ft draped table, wastebasket and 500 watts electricity.

1st Choice Booth #: \_\_\_\_\_ 2nd Choice Booth #: \_\_\_\_\_ 3rd Choice Booth #: \_\_\_\_\_  
 Depth \_\_\_\_\_ X Width \_\_\_\_\_ = Total Square Footage \_\_\_\_\_ X \$37 or \$41 = Total \$ \_\_\_\_\_  
 Exhibitor responsible for ordering any items not included in chosen option. Please note internet connection NOT included in either option. All booths MUST be carpeted.

**ADD "EXHIBITOR PLUS" Package at an additional \$695.00.** Includes: Company Logo in Official Show Directory | Company logo and link from website within your online virtual booth | An e-blast with your company information to the pre-registered attendees 2 weeks prior to the show, promoting your participation.

- ADDITIONAL MARKETING OPPORTUNITIES\*:**
- Sponsored Attendee Breakfast: \$2500
  - Conference Bag Sponsorship: \$4500
  - Full page 4/C Show Directory Ad: \$2500
  - Half Page 4/C Show Directory Ad: \$1875
  - Lobby Literature Distribution: \$2000
  - Lanyard Sponsorship: \$4000
  - Badge Insert: \$2500
  - Conference Notebooks \$1250
  - Conference Bag Insert: \$1000
  - Travel Mug Sponsorship: \$1250
  - Conference Pens: \$750
  - Free Standing Billboard: \$1500
  - Official Show T-Shirt Sponsorship \$2000
  - Logo Blitz (logo on site & show guide next to listing): \$500
  - Other: \_\_\_\_\_ \$ \_\_\_\_\_

Booth Space/Package \$ \_\_\_\_\_ + Marketing Opportunities \$ \_\_\_\_\_ = **Contract Total \$** \_\_\_\_\_

\*See more information on all of these opportunities with full descriptions on our website at [http://www.dvexpo.com/content/dvexpo/marketing\\_opportunities.php](http://www.dvexpo.com/content/dvexpo/marketing_opportunities.php).

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

**IMPORTANT TERMS ON REVERSE**

## NEWBAY MEDIA, LLC STANDARD TRADE SHOW EXHIBITOR CONTRACT REQUIRED TERMS AND CONDITIONS

### Defined Terms

The term "Event" means Digital Video Expo, currently scheduled to be held on September 29 and 30, 2010 at the Pasadena Convention Center. The Event is produced by NewBay Media, LLC. As used hereinafter, the term "Organizer" means, NEWBAY MEDIA, and each of [its/their respective] officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibit" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by NEWBAY MEDIA in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

### Contract Acceptance

This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of NEWBAY MEDIA.

### Assumption of Risks: Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

### Limitation of Liability

Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not appraised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid by Exhibitor for showcase space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

### Qualifications of Exhibitor

NEWBAY MEDIA, in its sole discretion, determines whether a prospective sponsor is eligible to participate in the Event. NEWBAY MEDIA reserves the right to restrict or remove any exhibit which they believe is objectionable or inappropriate.

### Assignment of Space

Exhibit space shall be assigned by NEWBAY MEDIA in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events. Management reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event.

### Cancellation by Exhibitor

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice thereof in writing sent to the Organizer with evidence of receipt. In such case, Exhibitor will continue to be liable for 100% of the total exhibit fee unless the written notice of cancellation is received by the Organizer. No refund will be provided for cancellations if the space is not rented to another exhibitor regardless of date of notice. Exhibitor is responsible for all booth and promotional fees incurred prior to and including cancellation date. Non-refunded deposits and payments are not applicable toward payment for space at future shows. Please see contract for cancellation terms.

### Cancellation by NEWBAY MEDIA

If Exhibitor fails to make a payment required by this contract in a timely manner, NEWBAY MEDIA may terminate this contract without further notice and without obligation to refund monies previously paid.

### Cancellation of the Event

If NEWBAY MEDIA cancels the Event due to circumstances beyond the reasonable control (such as acts of God, acts of war, acts of terrorism, governmental emergency, labor strike or unavailability of the Exhibit Facility), NEWBAY MEDIA shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Organizer to Exhibitor. NEWBAY MEDIA reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held.

### Listings and Promotional Materials

By exhibiting at the Event, Exhibitor grants to management a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in promotional materials. NEWBAY MEDIA shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. NEWBAY MEDIA may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any promotional purpose.

### Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

### Exhibitor Service Manual

Approximately two (2) months from the Event, NEWBAY MEDIA will send an Exhibitor Service Manual to the "Primary Contact" listed on the front of this agreement. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

### Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by NEWBAY MEDIA in its sole discretion. NEWBAY MEDIA may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by NEWBAY MEDIA as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by NEWBAY MEDIA from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

### Operation of Exhibits

Exhibits must be designed and operated in a manner that respects other exhibitors and attendees.

### Receipt and Removal of Freight

All freight must be plainly marked with the exhibitors name and booth number. All freight must be received and delivered to the exhibit area by qualified union labor.

### Fire and Safety Laws

Federal, state and city laws must be strictly observed.

### Liability and Insurance

The exhibitor and its authorized contractors agree to carry personal and property damage liability and worker's compensation insurance and to indemnify and hold harmless NewBay Media, LLC, the exhibitor facility and their contractors, agents and employees against all claims, losses, suits, damages, judgments, expenses and charges of every space contracted for by reason of personal injury, death or property damages sustained by any person(s).



Produced By NewBay Media, LLC