



June 20, 2012
Metropolitan Pavilion
125 W 18th Street
New York, NY

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

MAIL ORIGINAL WITH PAYMENT TO:

Digital Video Expo East 2012 c/o NewBay Media LLC
Attn: Jackie Gospodinoff
28 E 28th St 12th Floor, New York, NY 10016

OR FAX A COPY TO:

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 East 2012 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 _____ **Email:** _____

2. BILLING CONTACT INFORMATION

Name: _____ **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 May 4, 2012). 100% of total amount is due May 4, 2012 for Contracted Exhibitors and must accompany all new contracts submitted after this date. In the event the Exhibitor cancels on or before May 4, 2012, 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 May 4, 2012, 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. PACKAGE & MARKETING OPPORTUNITIES

☐ **TURNKEY SPACE (10x7):** The rent for turnkey exhibit space is **\$2500** and includes back and side wall drape, company ID sign, (2) plastic contour chairs, 6ft draped table, wastebasket and 500 watts electricity. | Wireless internet connection will be available for day-rental inside the facility. Choose your booth: **1st Choice #:** _____ **2nd Choice #:** _____ **3rd Choice #:** _____

☐ **ADD "EXHIBITOR PLUS" Package at an additional \$295.00.** Includes: Company Logo in Official Show Guide | 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*:

☐ 45-minute presentation/main stage: \$2500 ☐ Conference Bag Sponsorship \$1795 (includes one bag insert)

Turn-Key Package \$ _____ **+ Marketing Opportunities \$** _____ **= Contract Total \$** _____

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 East, currently scheduled to be held on **Wednesday, June 20, 2012 at the Metropolitan Pavilion at 125 West 18th Street, New York, NY**. 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 "Exhibitor" 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: 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 Exhibit booths 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