

# Progress Exchange Conference 2008

## *Exhibitor Application*

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

URL: \_\_\_\_\_

Principal Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Contact for Exhibit Logistics: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### **Booth Package and Promotions Selection:**

- |   |   |
|---|---|
| <input type="checkbox"/> Corporate Sponsorship \$40,000                 | <input type="checkbox"/> Corporate Banner in the Exhibit Hall \$2,500       |
| <input type="checkbox"/> Platinum Sponsorship \$30,000                  | <input type="checkbox"/> Literature in the welcome bag \$2,500              |
| <input type="checkbox"/> Gold Sponsorship \$20,000                      | <input type="checkbox"/> 1 Day Luncheon sponsorship \$3,500                 |
| <input type="checkbox"/> Standard Booth Package \$4,500                 | <input type="checkbox"/> 1 Day Breakfast sponsorship \$3,000                |
| <input type="checkbox"/> Poster Package \$3,500                         | <input type="checkbox"/> 1 Day Break sponsorship \$2,500                    |
| <input type="checkbox"/> Logo on conference Welcome Bag \$7,000         | <input type="checkbox"/> Half page b/w advertisement \$2,000                |
| <input type="checkbox"/> Logo on conference Badge Lanyard \$6,000       | <input type="checkbox"/> Full page b/w advertisement \$3,500                |
| <input type="checkbox"/> Logo on conference Water Bottles \$7,500       | <input type="checkbox"/> Full page color advertisement Premium \$5,000      |
| <input type="checkbox"/> Logo on Luggage Tags \$5,000                   | <input type="checkbox"/> Pre or post conference mailing/email blast \$2,500 |
| <input type="checkbox"/> Logo on conference Directional Signage \$7,500 | <input type="checkbox"/> Internet Kiosk sponsorship \$ 8,500                |
| <input type="checkbox"/> Logo on conference Welcome Banner \$2,000      | <input type="checkbox"/> Networking Lounge \$ 5,500                         |
| <input type="checkbox"/> Logo on conference T-Shirt-Shared \$3,000      | <input type="checkbox"/> Virtual Expo Booth Package \$ 550                  |
| <input type="checkbox"/> Logo on conference T-Shirt-Exclusive \$10,000  |   |
| <input type="checkbox"/> Logo on conference Pens \$3,500                |   |
| <input type="checkbox"/> Logo on conference Notepad \$4,000             |   |
| <input type="checkbox"/> Logo on conference Notepad & Pen \$7,000       |   |

\* Prices listed are in US dollars. Euro pricing available based on date of contract.

**Please indicate three preferred booth locations** (not applicable for Virtual Expo)

\_\_\_\_\_

I prefer not to be located next to: \_\_\_\_\_

*PSC will make every attempt to honor these requests both on-site and online.*

Package	\$ _____
Total Payment	\$ _____

### **Payment**

**Terms:** Full payment due must be paid no later than May 15, 2008.

Payment may be made via Master Card, VISA, American Express or by check payable to: Progress Software

Check \$ \_\_\_\_\_     Enclosed     Invoice my company

Bill my credit card:     MasterCard     Visa     American Express

Card number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## Terms and Conditions for Exhibiting at Progress Exchange 2008

### Character of Exhibit:

Progress Software (herein referred to as "PSC") reserves the right to judge the appropriateness of any exhibit and to decline to permit an exhibitor to conductor maintain an exhibit if, in the judgment of the management, said exhibitor or exhibit or proposed exhibit shall, in any respect, be deemed unsuitable. This reservation relates to persons, conduct, articles or merchandise, printed matter, souvenirs or catalogs without limitation, which might negatively affect the character of the exposition. In the event that PSC shall determine that the conduct of any agents, or servants, is not in keeping with the character of the exposition, the management may, at any time, without notice, terminate the contract for space entered into with said exhibit and, with or without process of law, remove exhibitor, its employees, agents, servants, and all of the property of the exhibitor from the space contracted for and from the exposition. No exhibitor shall have any right or claim against PSC on account of any action so taken. The determination of the management as to the suitability of any exhibitor, exhibit, or proposed exhibit or as to whether the conduct of any person is in keeping with the character of the exposition shall, in each instance, be final. Further, the exhibitor agrees that it will not demonstrate products at this exposition that PSC reasonably determines to be competitive with products of PSC. If the exhibitor demonstrates competitive products, the exhibitor, its employees, agents, and servants may be removed from, or refused admittance to the event. If admittance is refused or if Exhibitor is removed, Exhibitor will remain liable for the cancellation penalty. Exhibitor's Representative: Each exhibiting organization must name at least one person to be its authorized official representative. At least one representative

must be at your booth during all regular hours that the Expo is open.

### Exhibit Hall Indemnification:

Exhibitor shall be fully responsible to pay for any and all damage to property owned by Host Facility, its owners or managers that results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless Host Facility, Progress Software, and their owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitors use of the property. Exhibitors liability shall include all losses, costs, damages, or expenses 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, and business invitees which arise from or out of the Exhibitors occupancy and use of the exhibition premises, the Host Facility or any part thereof.

In addition, Exhibitor acknowledges that neither PSC, Host Facility nor any of the exhibit facilities maintain insurance covering Exhibitor's property, and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor.

### Host Hotel Names and

#### Logos:

The names and logos of the host Hotel are exclusive property of the Host Facility. Any unauthorized use of its names and logos is prohibited.

### Termination of Exhibit:

If the premises where the exhibition is to be housed are destroyed or damaged, or the exposition fails to take place as scheduled or is relocated or interrupted and discontinued or access to the premises

is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency or for any other reason, this contract may be terminated by PSC. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of PSC shall be to return to each exhibitor the exhibitor's fee.

### Contract for Space and Cancellation Penalties:

This contract is binding upon signature. Full payment must be made no later than May 15, 2008. If full payment is not received by May 15<sup>th</sup> PSC reserves the right to cancel space reservation. In this instance, exhibitor shall remain liable for payment of the full amount of the contract as a cancellation penalty and PSC will be entitled to retain any deposit monies paid or due. Exhibitors wishing to cancel or withdraw from the show must do so in writing, by registered mail, or overnight delivery service. Cancellations made prior to April 1, 2008 will incur no cancellation penalty. Cancellations made between April 2, 2008 and April 30, 2008 will incur no additional penalty other than loss of 50% deposit due or paid. Exhibitors canceling on or after May 1, 2008 will be liable for the entire balance paid or due. Progress Software reserves the right to assign final booth location.

### Restrictions:

Exhibitors must confine activities to their demonstration area. Distribution of literature and/or conducting surveys in the aisles of the show is not permitted. Promotional activities and giveaways are permitted only in your designated area. All exhibitors must be properly attired and conduct themselves in a professional manner.

I have read and agree to abide by the above Terms and Conditions for Exhibiting at Progress Exchange 2008 ("the Terms and Conditions.") PSC reserves the right to modify these Terms and Conditions with respect to changes in the Rules and Regulations enforced by the venue. All exhibitors will be notified in writing by registered mail of changes in Terms and Conditions. By signing this application, I understand that I and all employees and agents of my company participating in Progress Exchange 2008 will adhere to the rules and regulations set forth.

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

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Return the application page, Terms and Conditions, and payment to:  
Progress Exchange 2008, 14 Oak Park Drive, Bedford, MA 01730  
Attention: Karen Boles  
Telephone: 781-280-4714 Fax: 781-280-4275