



1. Application and Contract for Exhibit Space

By making application for exhibit space, the applicant agrees and shall abide by the accompanying exhibit terms, conditions and general regulations. Exhibitor (please print or type):

Company name: _____

Exhibit Manager: _____

Mailing address: _____

Phone: _____ Fax: _____

URL: _____ Email: _____

Selected booth number (see floor plan attached):

1st choice _____ 2nd choice _____ 3rd choice _____

Name to be used on booth sign: _____

Company representative(s) at the booth: _____

Representative w/ full access to the conference: _____

Exhibit Description for program directory. The exhibitor authorizes TOOLS USA '99 to publish the following information in any related publication (100 words maximum). If separate sheet is used, be sure to include company name, company address, phone number, and contact person's name.

Print or type the description, as you want it to appear in the program directory:

2. Payment & Cancellations

Payment must be made by credit card, check, or international money order, to TOOLS Conferences. In the event any exhibitor must cancel the exhibit space contracted and/or its registered representatives herein, the exhibit manager must do so in writing before July 2, 1999, and will be liable to a 50% service fee. After this date, there will be no refunds.

Method of Payment:

Check # _____ enclosed

VISA MasterCard

American Express

Card Number: _____ Exp. _____

Cardholder name (printed): _____

Authorized Signature: _____

3. Exhibition Site and Time

The TOOLS USA '99 Exhibit Hall will be open on Tuesday, August 3 through Thursday, August 5 at the Fess Parker's DoubleTree Resort in Santa Barbara, California.

The Exhibit Hall hours are as follows:

Monday, August 2	<i>Set up:</i> 12pm – 6pm
Tuesday, August 3	10:00am – 8pm Exhibitor Cocktail: 6pm – 8pm
Wednesday, August 4	10:00am – 6:00pm
Thursday, August 5	10:00am – 4:30pm <i>Tear down:</i> 4:30pm – 10pm

TOOLS USA '99 reserves the right to make changes in the exhibit hours, however, exhibitors will be notified accordingly.

4. Equipment

TOOLS Conferences will provide a standard 8-foot high back wall, identification sign (stating exhibitor's company name and booth number), one skirted table, two chairs, and electrical outlet. Please note that phone lines are not included. Other materials and equipment can be rented at the exhibitor's own cost. Request the exhibitor manual, containing all necessary order forms.

5. Use of Space

During official exhibit hours, the exhibitor must occupy the assigned exhibit space, and staff the exhibit only with personnel employed by the exhibiting company. All demonstrations and distribution of promotional materials must be confined to the limits of the exhibitor's assigned booth. No firms or organizations not assigned exhibit space will be permitted to solicit business within the exhibit hall and/or the perimeters of the exhibit area. Exhibitors must display only goods/services manufactured or dealt in by them in the regular course of business.

It is understood that the purpose of this exhibition is for the professional education of users, resellers, and OEMs, computer workstations and related workstation products, related services, and technical information. All participants will conduct themselves accordingly. TOOLS USA '99 reserves the right to determine the eligibility of any company, product or services for inclusion in the exhibition. No exhibitor shall assign, sublet, or share the space allotted without the knowledge and written consent of TOOLS USA '99. TOOLS USA '99 retains the exclusive right to revise, with notification, the exhibit floor plan and/or move assigned exhibitors as necessary.

6. Booth Display

TOOLS USA '99 trusts that exhibitors will be represented through displays that have a professional appearance. TOOLS USA '99 reserves the right to approve arrangement and/or items displayed and may at its discretion require the replacement, arrangement or redecoration of any item or any booth. TOOLS USA '99 shall bear no liability for costs that may evolve.

7. Occupancy Default

If the booth space is not occupied by 11 AM on the first day of the exhibit, TOOLS USA '99 shall have the right to use such space as it sees fit. Any exhibitor failing to occupy space contracted for shall not be relieved of obligation of paying the full rental charge of such space.

8. Obstruction of Aisles or Booths

Each exhibitor is responsible for keeping the aisle or aisles near its booth free of congestion due to demonstrations or other promotions. The exhibitor shall not dismantle the exhibit or otherwise interfere with the orderly conduct of the exhibition until the exhibition hall is finally closed to visitors.

9. Security and Insurance

The exhibitor is solely and fully responsible for its own exhibit materials and should insure its exhibit/equipment against loss or damage for any cause whatsoever. All property of an exhibitor is understood to remain in its care, custody, and control in transit to or from, or within the confines of the exhibit hall.

10. Distractions

TOOLS USA '99 reserves the right to restrict, close, remove, or require changes in any exhibits because of noise, method of operation, materials, or for any reason becoming objectionable, and also to prohibit or evict any exhibit that in the opinion of TOOLS USA '99 may detract from the general character of the exhibition as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that TOOLS USA '99 determines is objectionable. TOOLS USA '99 also reserves the right to remove any of the exhibitor's personnel, agents, representatives, independent contractors, invitees, or guests, who are deemed detrimental to the overall conference, exhibit hall, other exhibitors, or the general public. In the event of such restriction or eviction, TOOLS USA '99 is not liable for any refunds, exhibit expenses, or other damage arising out of such action.

11. Alcoholic Beverages

The dispensing, distribution, or use of alcoholic beverages in the exhibit hall is prohibited without approval of TOOLS USA '99.

12. Exhibitor's Responsibility

The exhibitor shall comply with all fire laws, electrical codes, and all other rules, regulations, codes, or statutes with respect to the installation, conduct, and disassembly of its exhibit. The exhibitor shall also comply with all reasonable requests of the officials of the exhibition and TOOLS USA '99 with respect to the installation, conduct, and disassembly of its exhibit. The license granted by this contract is personal and may not be transferred without the written consent of TOOLS USA '99.



13. Limitations of Liability

The premises are licensed on an "as is" basis, and TOOLS USA '99 will not be liable for pre-existing conditions of the premises or for conditions arising during the period of the license. The exhibitor shall return the premises in the same condition as they were received. TOOLS USA '99 shall in no event be liable to the exhibitor for damages incurred by TOOLS USA '99 for breaches of contract or tortuous conduct by TOOLS USA '99, by its agents, representatives, and independent contractor whether acting within or without the scope of their authority, by agents, representatives, or independent contractors of the exhibition, or by the general public. TOOLS USA '99 shall not be liable for failure to perform its obligation under this contract due to strikes, riots, acts of God, or any other cause beyond its control. TOOLS USA '99 assumes no liability for any injury that may occur to visitors to the exhibition, to exhibitor agents or employees, or to others. Exhibitors agree not to make any claims against TOOLS USA '99, its employees, or agents. TOOLS USA '99 shall not be liable for injuries of any type from any cause to property of the exhibitor or to persons conducting or otherwise participating in the exhibition or to invitees or guests of the exhibitor. The exhibitor assumes full responsibility and liability for the actions of its agents, employees, or independent contractors whether acting within or without the scope of their authority, and agrees to save TOOLS USA '99 from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the actions or omissions of its agents, employees or independent contractors, whether action within or without the scope of their authority. There is not other agreement or warranty between the exhibitor and TOOLS USA '99 as set forth in this document.

14. Waiver of Rights

The rights of TOOLS USA '99 under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of TOOLS USA '99. The exhibitor agrees to abide by all rules and regulations published regarding this exhibition. This contract is made and accepted in the state of California and the laws of California shall control the construction, interpretation, validity, and enforceability of this contract as if all relevant aspects of the contract existed only in the state of California. Any controversy or claim arising out of, or relating to, this contract or the breach thereof, shall be settled by arbitration to be held in California in accordance with the Rules of the American Arbitration Association, judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The exhibitor hereby consents to jurisdiction of the California courts to any right of action arising under this contract for any reason not so arbitrated. In the event of dispute arising under this contract, the exhibitor shall be liable for reasonable costs and attorney fees incurred by TOOLS USA '99 in a reasonable attempt to negotiate, arbitrate, or litigate the dispute.

I confirm that I have read, understood and accept all contract conditions.

Authorized signature: _____

Full name (printed): _____

Company: _____

Date: _____