



2012 EMAIL EVOLUTION CONFERENCE

February 23 – 24, 2012

Westin Diplomat • Hollywood, FL

EXHIBITOR SPACE APPLICATION

Important – please type or print clearly. Complete and return this form with full payment and fax it to 202.955.0056.

DMA/eec Member?

Yes No DMA Customer ID#* _____

* If you do not know your DMA customer ID number, please contact DMA Customer Service at 212.790.1500

Exhibitor Information

Address for Exhibit Contact (to receive information)

Company Name

Company Contact

Job Title

Mailing Address

City State Postal Code Country

Telephone Extension Fax

Email Website

PR Contact

Phone Email

Preference in booth location:

See attached floor plan. Please note preferred floorplan location below.

1st

2nd

3rd

4th

5th

6th

Important — To help us in assigning the locations for the exhibit booths, please list below the names of competitors you do or do not wish to be near. This is critical information for booth assignment.

I do not wish to be near: _____

I do wish to be near: _____

Payment:

Turnkey Pedestal Package Price:

\$4,295.00 eec/DMA Members \$4,995.00 Non-Members

Includes:

- 2 complimentary registrations
- Pedestal rental
- Set-up and dismantle
- ID sign with company name and five bullet points
- 500 watts of power
- 20” flat-screen monitor
- WiFi Internet connection
- Drayage of pedestal only

of pedestals: _____

Total Cost: _____

Full payment required with application.

*Note: There are no refunds for booth cancellations received after November 23, 2011.

Please check choice of payment:

American Express Visa Discover Card MasterCard Check

Account number

Expiration date

Name (as it appears on card)

Company name (if corporate card)

Signature

I have read the Exhibitor Terms & Conditions and agree to abide by them.

Signature Date

I give you permission to fax me information on DMA events and products.

Signature Date

Mail to: Gaye Dullaghan

Sr. Manager Exhibit Operations
DMA
1615 L Street, NW, Suite 1100
Washington, DC 20036
Phone: 202.861.2469
Fax: 202.955.0056

For DMA Show Management Use Only

Date Received

Check Number

Amount

Total Cost Priority Points

Booth(s) Assigned



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EXHIBITOR SPACE TERMS & CONDITIONS

EXHIBIT SPACE RENTAL AGREEMENT: The exhibit space rental agreement and these rules and regulations, and any other rules and regulations adopted by DMA, shall constitute the agreement between DMA and Email Evolution exhibitor and is hereinafter referred to as the application and/or agreement. Submission of an exhibit space rental agreement and/or payment for exhibit space does not guarantee that the exhibit space will be assigned.

EXHIBITOR REPRESENTATIVE: The signer of the exhibit space agreement shall be the official representative of the exhibiting company and shall have the authority to act on behalf of the exhibitor in all matters relating to the Email Evolution Conference.

APPLICATIONS AND FEES: Applications for exhibit space shall be subject to the approval of DMA. DMA reserves the right to reject applications for space with or without cause if it is in the best judgment of Email Evolution exhibition. Payment in full must accompany the application to reserve space. Note: 25% of the total exhibit space cost is non-refundable.

CANCELLATIONS: Cancellation requests must be sent in writing to the attention of DMA Exhibits. Note: 25% of the total exhibit space cost is non-refundable. If cancellation notice is received prior to close of business November 23, 2011, the cost of exhibit space will be refunded, less 25%. There are no refunds after November 23, 2011.

SPACE ASSIGNMENTS: Space assignments shall be indicated on the exhibit space rental agreement as approved by DMA. Exhibit space will be assigned on a first-come, first-served basis, based on the date of receipt of application and required payment. DMA reserves the right to rearrange exhibitors or to adjust the floor plan to accommodate the best interests of the Exhibition. The floor plan maintained by DMA shall be the official floor plan. Changes may occur at any time, including prior to the space assignment, to accommodate show needs.

SUBLETTING SPACE: No exhibitor shall assign, sublet, or apportion the whole or any part of the space assigned, or have representatives, products, or materials from companies other than its own in the said exhibit without written consent of DMA.

ADMISSION REGULATIONS: Admission to the exhibition will be official Email Evolution registration badges only. Badges must be worn at all times, including during set-up and tear-down.

INSTALLATION OF DISPLAYS: (a) All displays must be completely arranged for viewing by 8:00 A.M. on Thursday, February 23, 2012. (b) If erection of any exhibit has not started by 7:30 A.M. on Thursday, February 23, 2012 and no arrangements for set-up have been made, DMA shall have the authority to order the exhibit to be erected and the exhibitor will be billed for, and agree to pay for, all charges incurred. DMA shall not be liable for any damages that may occur during this exhibit set-up. (c) Any space not claimed and occupied by 7:30 A.M. on Thursday, February 23, 2012 for which no special arrangements have been made, may be resold or reassigned by DMA without obligation on the part of DMA for any refund.

REMOVAL OF DISPLAYS: (a) The exhibitor shall not dismantle its display or begin tear-down prior to the stated close of the show. Exhibits are to remain open until after the conclusion of the last exhibit period as specified in the official program. Exhibitors agree that premature tear-down detracts from the overall merit of the show. (b) The deadline for clearance of all materials is 4:00 P.M. on Friday, February 24, 2012. It is the sole responsibility of each exhibitor to have materials packed, identified, and cleared for shipment by such designated time. (c) The Association reserves the right with no liability whatsoever for damage, spoilage, or loss, to dismantle, dispose of, store, and clear from the premises any display material, goods, property, or merchandise of an exhibitor who has failed to comply with the above requirements, or to order such to be done at the sole expense of the exhibitor.

SPACE PROVISIONS AND REGULATIONS: Each Turnkey Booth Package includes the following: Pedestal rental, Set-up and dismantle, ID sign with company logo and five bullet points, standard electrical (500 watts), 20" flat-screen monitor, WiFi Internet connection and Drayage of pedestal only. Exhibitors shall confine their activities to the exhibit space granted pursuant to the exhibit space rental agreement. No bolts, screws, hooks, or nails shall be driven into, or otherwise attached to, the walls, pillars, or floor of the exhibit areas. In addition, no decals or other adhesive materials shall be applied or affixed to the walls, pillars, or floor of the exhibit areas. Exhibitors shall not post any sign of any description except within the confines of the exhibit space assigned. Every exhibit must be staffed and operational during scheduled events in the exhibit hall.

OPERATION AND CONDUCT: Exhibitors are not allowed to obstruct the view or adversely affect displays of other exhibitors. Attendants, models, or robots are subject to the approval of the Association, and must confine their activities to the exhibit space occupied by the exhibitor. Exhibitor personnel may not enter the exhibit space of another exhibitor without permission from that exhibitor, and at no time may enter an exhibit space which is not staffed, except their own.

Dollies, carts, and other such devices are not permitted on the exhibit floor during exhibit hours without the written consent of DMA.

Exhibitors are responsible for all damages to property caused by themselves or their personnel. Should such damage occur, the exhibitor is liable to the owner of the damaged property. Exhibitors shall not, without the written consent of the DMA, distribute or permit the distribution of any advertising material, literature, souvenir items, or promotional materials in or about the exhibit areas except from its own allotted space.

The Association reserves the right to restrict displays which would constitute a violation of this contract, because of noise, methods of operation, materials, or for any reason, become objectionable, and to prohibit or remove any displays, which in the opinion of the Association detract from the general character or appearance of the Exhibition.

The serving or distribution of alcoholic beverages by exhibitors in any part of the Exhibit Hall is forbidden, unless otherwise approved by Association.

Photography and videotaping are prohibited without the written permission of DMA. DMA is the final authority on all matters relating to operation and conduct.



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FIRE REGULATIONS: Exhibitors must conform to all standard fire codes of the host city, Hollywood, FL. Exhibitors shall not allow the display to block the view of, or impede access to, fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment. All wiring, electrical equipment, and booth decorations must comply with said regulations.

AUDIO VISUAL & SOUND PRODUCING APPARATUS: Video equipment, movie or slide projectors, tape recorders, or other sound equipment must be self-contained and fireproof.

The sound must be kept at a volume not to exceed that of normal conversation, or 80 decibels. Such equipment must not interfere with neighboring exhibitors and must not exceed the height limitations of the exhibit space. The film must be devoted exclusively to the business of the exhibitor.

DMA will not be responsible for obtaining any audio/visual equipment.

No exhibitor shall show any goods or apparatus in operation if the same are noisy or objectionable to surrounding exhibitors or DMA staff.

VERBAL AGREEMENTS: DMA will not be bound to any verbal agreements, representations, or statements between DMA, exhibitors, or any supplier. DMA staff, unless confirmed in writing, will not be bound to any verbal agreements.

SECURITY: Management will provide the services of a reputable protective agency during "closed" hours, and exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of the management to supervise and protect exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by Management.

LIABILITY AND INSURANCE: (a) Every reasonable precaution will be taken by DMA to protect property during installation, show period, and removal. However, neither the Sponsor of the Exhibition, the Association, service contractors, building or grounds officials, nor any officers, staff members, or directors of any of the same, are responsible for the safety of the property of exhibitors from theft or damages by fire, accident, vandalism, or other causes. Watchmen will be on the premises as required. (b) All property of the exhibitor will remain under his custody and control in transit to, from, and within the confines of the exhibit hall, subject to the rules and regulations of the Exhibition. Exhibitors are advised to carry appropriate insurance to cover display materials against damage and loss, and public liability insurance against injury to the person and property of others.

WESTIN DIPLOMAT GUIDELINES: [EXHIBITOR] hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save Hotel, its owners, its operator, Starwood Hotels & Resorts Worldwide, Inc., and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of Hotel and its employees and agents.

[EXHIBITOR] shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit, in an amount not less than \$5,000,000 Combined Single Limit for personal injury and property damage.

Hotel, its owners, its operator, and Starwood Hotels & Resorts Worldwide, Inc. shall be included in such policies as additional named insureds. In addition, [EXHIBITOR] acknowledges that neither Hotel, its owners, its operator, nor Starwood Hotels & Resorts Worldwide, Inc. maintain insurance covering exhibitor's property and that it is the sole responsibility of [EXHIBITOR] to obtain business interruption and property damage insurance insuring any losses by [EXHIBITOR].

Food and Beverage Policies: Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property including any Food and Beverage in exhibit booths on the show floor must be supplied and prepared by the Hotel. All food and beverage prices are subject to a 23% mandatory service charge and a 6% state tax (subject to change without notice).

AGREEMENT: By signing the space application incorporating these terms by references, the exhibitor agrees to abide by these rules and regulations, and those of the host facility and by the decisions of DMA. This contract will become binding on both the exhibitor and the Association upon its acceptance by DMA.

These terms and conditions have been developed to allow each exhibitor equality regardless of size. Each exhibiting company should be given an equal opportunity, within reason, to present its products in the most effective manner to the target audience.