



EXHIBITOR SPACE CONTRACT

NetVU CONFERENCE

April 26-28, 2012

Anaheim Convention Center • Anaheim, CA



Complete items 1-5 and return with required payment to address listed below. Read reverse side for Rules and Regulations.

1 KEY CONTACT INFORMATION *(Please print clearly or type name and address for arrangements in advance.)*

Exhibiting Company Name: _____
 Contact Person (for advance arrangements): _____ E-mail Address: _____
 Onsite Contact Person: _____ E-mail Address: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: () _____ Cell: () _____

2 EXHIBIT INFORMATION *as it will be printed in the final Conference Guide (Please print clearly or type.)*

Company Name: _____
 Telephone: () _____
 Address: _____
 City: _____ State: _____ Zip: _____
 E-mail Address: _____ Website Address: _____
 Please send your corporate logo to be used in promotion for the NetVU Conference to exhibits@netvu.org.
 Electronic Version (should be .eps vector format with outlines)
 Your Company's Product Line(s) _____

not to exceed 350 characters description subject to editing February 1, 2012 Description: _____

3 CHOICE OF BOOTH LOCATIONS:

(Please choose different areas of the hall.)

It is most important to: Be close to any of our choices. Have the best space available. (Check only one.)

4 BOOTH PRICE(S):

	Onsite Onsite with Payment	Early Bird On or Before November 15, 2011	Regular After November 15, 2011
Inline Member*	Non-Member \$2,975 \$3,525	\$3,275 \$3,825	\$3,675 \$4,225
Corner Member*	Non-Member \$3,175 \$3,725	\$3,475 \$4,025	\$3,875 \$4,425
Island Member* \$11,400	Non-Member \$11,700 \$12,150	\$12,100 \$12,450	\$12,850

PAYMENT

Full payment for each booth space requested must accompany the Exhibitor Space Contract. Payment Amount \$ _____ Check # _____
 Credit Card Payment Amount: \$ _____ (Check one) VISA MasterCard American Express
 Card # _____ Exp. Date: ____/____/____
 Cardholder Name: _____
 Cardholder Signature: _____

FOR NetVU USE ONLY

Date received: _____
 Total due: \$ _____
 Amount paid: \$ _____
 Balance due: \$ _____
 Balance paid: \$ _____
 Booth(s) assigned: _____
 Booth size: _____
 CC Authorization # _____
 Batch # _____

5 EXHIBITOR ACCEPTANCE: The undersigned (Exhibitor) is authorized to enter into this contract and understands this contract becomes valid when completed and accepted by NetVU. The undersigned agrees to abide by all of the terms, conditions, rules and regulations printed on the reverse side of this contract, and to all conditions under which exhibit space at the Anaheim Convention Center is leased to NetVU. The Undersigned agrees to accept the space assigned and will agree to accept reassignment by NetVU if it deems it necessary to create a more effective exhibition.

Exhibitor agrees not to use NetVU's name, initials or logos in any advertising or communications programs without the express written consent of NetVU.

AUTHORIZED SIGNATURE (REQUIRED FOR VALID CONTRACT) DATE PRINTED NAME TITLE

Mail this contract with payment to the address below. A confirmation will be returned to you if accepted by NetVU. Checks should be made payable in U.S. funds to NetVU.

NetVU • 909 Lake Carolyn Parkway, Suite 1750 • Irving, TX 75039

QUESTIONS: Phone: (972) 409-6200, Fax (972) 409-6299 or E-mail: exhibits@netvu.org

*Visit [www.netvu.org/Partners/Associate Membership](http://www.netvu.org/Partners/Associate_Membership) to complete an Associate Membership Application.

EXHIBITOR CONTRACT RULES AND REGULATIONS

GENERAL: This contract, properly executed by Exhibitor, shall upon written acceptance and notification of space assigned by show management constitute a valid and binding contract. Network of Vertafore Users ("NetVU") reserves the exclusive and total right to control all aspects of the conduct of its NetVU Conference; and specifically, it reserves together with Vertafore the right to determine the eligibility of any Exhibitor for inclusion in the conference trade show, the right to accept or reject any contract and/or registration of any prospective Exhibitor or attendee for the NetVU Conference, and to invalidate any prior approved Exhibitor's executed contract. NetVU's Conference is held for and open to its Members and its invited guests. A "Member" is defined to be that individual who is registered as being associated (affiliated) with NetVU. An "Invited Guest" is defined to be an individual who is not a Member and to whom an invitation to attend any NetVU scheduled function has been extended by NetVU. A "Sponsor" is defined to be an individual, corporation, limited liability corporation, partnership, or trust that is not a Member of NetVU and who has paid an agreed upon fee to sponsor an event, activity or affair at any NetVU scheduled function. An "Exhibitor" is defined to be a business entity that has executed an "Exhibitor Space Contract" with NetVU. NetVU and Vertafore retain the unilateral right and authority to deny access to or remove any individual or group that poses a threat, causes or may cause a legal confrontation, possesses an adverse posture to the goals and objectives of NetVU and/or Vertafore or engages in disruptive actions or activities during any NetVU function.

Requests for exhibit space may also be refused or booth space restricted due to space limitation or other reasons determined by NetVU or Vertafore. NetVU also reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well-being of the show. Show management's decisions and interpretations shall be accepted as final in all cases. The acceptance of this contract does not carry nor imply NetVU's or Vertafore's endorsement of any product or service.

Exhibitor agrees to conform to all rules and regulations stated below. Breaches or infractions of these rules may jeopardize the right to exhibit at forthcoming NetVU shows. NetVU will adhere to the Display Rules and Regulations endorsed by the International Association of Exhibitions and Events (IAEE).

GOVERNING LAW: This Agreement shall be deemed to have been negotiated and executed in the State of Texas and the laws of that state shall govern its construction and validity without giving reference to principles of conflicts of law, and any cause of action that may arise with regard to this Agreement shall have venue in the County of Dallas, State of Texas.

PAYMENT FOR SPACE: All contracts must be accompanied by payment in full. Checks must be in U.S. funds drawn on a U.S. institution, and made payable to NetVU. VISA, MasterCard and American Express will also be accepted. **We regret that contracts not accompanied by full payment will not be processed.** No space assignment will be made prior to payment of the space rental. Exhibitors with a balance due other than for exhibit booth space will not be allowed on the exhibit floor until the balance is paid.

CANCELLATION/REFUND: Booth space cancellations must be submitted in writing. Cancellations are effective on the date written notification is received by NetVU. A one hundred percent (100%) refund will be given for cancellations received on or before December 15, 2011. Any Exhibitor cancelling booth space between December 15, 2011, and on or before February 15, 2012, will receive a refund of fifty percent (50%) of the amount paid. Exhibitors cancelling space after February 15, 2012 will be responsible for payment in full of the original requested space, and may jeopardize the right to exhibit at future NetVU shows. It is further understood and agreed that nonpayment releases back to NetVU for its disposition any and all exhibit space that may have been previously assigned.

ARRANGEMENT OF EXHIBITS: Exhibitor agrees to arrange its exhibit(s) so as not to obstruct the general view nor hide other exhibits. No partitions other than the side rails provided by the official general service contractor will be allowed unless specifically approved. Inline booths: Side dividers at the 8' height may be extended no more than 4' from the back line of the booth. Inline booths may not exceed 8' in height. All display fixtures over 4' in height that are within 10 linear feet from an adjoining exhibit must be located within 5' of the exhibit booth back line. Island booths may not exceed 16' in height including signage.

HANGING SIGNS: Ceiling-hung signs are limited to our Founding and Principal Partner, Vertafore only. No Exhibitor's sign may span an aisle.

BOOTHS AND EQUIPMENT: The standard 10' x 10' booth price shall include 8' high back drape; 3' high side booth dividers, carpet (in official show color) and cleaning for 3 show days, 24-hour perimeter security and one ID sign as ordered on the front side hereof. All other furnishings, equipment, services, etc., required by each Exhibitor shall be at its own expense and responsibility and must be ordered through the official general service contractor.

DECORATING, STORAGE, SHIPPING AND HANDLING, AND ELECTRICAL SERVICES: Labor will be available and may be required to assist in the assembly, dismantling, packing and unpacking of displays. The official general service contractor will furnish complete information about services to all Exhibitors.

RULES FOR INSTALLATION AND DISMANTLING EXHIBITS: Exhibitor agrees to install all exhibits by 9:00 a.m., Thursday, April 26, 2012. Any space unclaimed at that time may be resold or reassigned by NetVU without any obligation on the part of NetVU for any refund whatsoever, and NetVU will not be liable for any expenses incurred by the Exhibitor. Exhibitor agrees to maintain a minimum of one of its company representatives in its exhibit booth during all show hours. No delivery or removal of any portion of an exhibit will be permitted during the exhibition without prior written permission from NetVU. Absolutely no dismantling may occur before 11:30 a.m., Saturday, April 28, 2012. Freeman Decorating will not begin dismantling prior to 11:30 a.m. Exhibitors will have until 3:00 p.m., April 28, 2012, to remove their exhibits from the facility.

SHARING OR SUBLETTING OF SPACE: No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to its exhibit therein, nor permit any other person or party to exhibit therein, any other goods, service, apparatus, etc., than those manufactured or sold by the Exhibitor in the regular course of its business.

USE OF BOOTHS: Presentations, demonstrations, distribution of literature, etc. are permitted only within the Exhibitor's booth. Activities that may cause people to excessively congregate in the aisles are prohibited.

GENERAL RULES AND REGULATIONS: Exhibitors will be admitted to the Exhibit Area two hours prior to the show opening on the first day and one hour prior thereafter. Exhibitors must leave immediately when the Exhibit Area closes each day. **Any special arrangements for access at any other time must be requested in writing to show management.** All company representatives, models and demonstrators must be age 18 or older and must be registered as exhibit booth personnel. No video recording or photographing of an Exhibitor's display will be allowed without the permission of the Exhibitor. NetVU reserves the right to request modification of any questionable exhibit or activity and to refuse to permit excessive noise, distribution of souvenirs, advertising matter or anything else which it may consider objectionable. Any Exhibitor promotions delivered to individual guest rooms in any of the conference hotels during the conference must be approved in advance by NetVU. Specific rules apply regarding the distribution of any food or beverage items. Refer these questions to NetVU conference department. Exhibitor assumes full responsibility for complying with all governing laws and regulations including, but not limited to, the assumption of any and all costs which are due from the use of patented, trade-marked, franchised, or copyrighted music, materials, devices, processes, dramatic rights, use of any name, likeness, signature, voice or other impression, or other intellectual property owned or claimed by any 3rd party, which may be used, directly or indirectly, by the Exhibitor as a part of or incorporated in its exhibit or on its behalf. Exhibitor shall also be responsible for and must obtain any and all licenses or permits required for the use of the foregoing. Exhibitor agrees to indemnify, defend and hold harmless NetVU, its officers, employees and agents from any claims, damages, fines, penalties or costs, including legal fees, which might arise out of Exhibitor's infringement or violation of the laws and/or regulations or from questions of use of any such material described above.

REGISTRATION LISTS: Exhibitor by and through its representatives understands and agrees that the list of conference attendees that will be provided to them has been copyrighted, which precludes the duplication thereof, and is considered "Confidential Information." As such, said list shall not be revealed to any 3rd parties orally, electronically or by writing without the express written consent of NetVU, shall be kept strictly confidential and secret, and shall be safeguarded so as to not expose it to or be taken or used by unauthorized persons, companies, or corporations. **If Exhibitor sends out promotional material to conference attendees (materials must be approved by NetVU prior to distribution), it agrees to follow good, professional practices and to exercise respect for attendees' time and resources by making limited contact and strictly avoiding excessive and repetitive communications. Specifically, only one promotion sent by e-mail is permitted.**

FIRE AND SAFETY HAZARDS: All exhibit decorations must be fire retardant. No open flames may be used, nor may canopies be erected over exhibits. No combustible objects including packing containers and/or wrapping paper may be stored behind displays or near any electrical wiring. Exhibitor agrees to take necessary measures to safeguard visitors from any hazard associated with its exhibit. **SMOKING IS NOT ALLOWED IN THE EXHIBIT AREA.**

ASSIGNMENT OF SPACE: Booth assignments are made on a first-come, first-served basis, based on the date the contract with full payment is received by NetVU and the availability of requested space. NetVU reserves the right to assign the best space available when the requested space is not available. NetVU also reserves the right to assign booth space based on other equitable considerations, to alter the exhibit floor plan, to change location assignments or relocate the Exhibit Area at any time as it may deem necessary.

LIABILITIES: The Exhibitor, by signing this contract, agrees to hold harmless and indemnify NetVU, Anaheim Convention Center, and their respective employees, representatives, agents, successors and assigns, for any and all damages to its property that Exhibitor may suffer during installation or removal of the exhibit or during the exhibition itself, including liabilities from robbery, fire, accident, or any other destructive cause and for all injuries to any persons, resulting from its exhibiting at this conference. Exhibitor will be held responsible for any damage done to the building by it, its employees, its agents or its independent contractors. No nails, tacks or screws may be driven into the floor, walls or woodwork of the building. NetVU, its agents and employees, will not be liable for failure to hold the conference as scheduled. Payments for the booth space will be returned in the event of cancellation, except that any actual expenses incurred or committed in connection with the conference will be prorated and deducted if the conference is cancelled because of fire, an act of God, the public enemy, strike, epidemic, or any law or regulation of public authority which makes it impossible, or impractical, or illegal to hold the conference.

INSURANCE: Exhibitor shall, at its own expense, secure and maintain through the period of the exhibition, inclusive of move-in and move-out days, the following insurance: A) Commercial general liability with a minimum per occurrence limit of \$1 million each occurrence and \$1 million general aggregate for; 1) bodily injury and property damage, 2) personal and advertising injury, and 3) products and completed operations. B) Automobile liability with a minimum of \$1 million combined single limit liability covering owned, hired and non-owned autos. C) Workers compensation insurance including statutory coverage and employers liability with a minimum limit of 1) \$100,000 bodily injury by accident, 2) \$100,000 bodily injury by disease for each employee, and 3) \$500,000 bodily injury by disease policy limit.

Each insurance policy required by this Agreement, excepting policies for workers' compensation and automobile liability, shall contain the following clauses or endorsements:

"It is agreed that any insurance maintained by the City of Anaheim, the Community Center Authority, or the Anaheim Union High School District shall apply in excess of, and not contribute with coverage provided by this policy."

"The City of Anaheim, the Community Center Authority, and the Anaheim Union High School District, their officers, officials, and employees are added as additional insureds per the Insurance Services Office Inc. form endorsement known as CG 20 11 01 96 ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES, or, as an alternative, either an endorsement or insurance policy language which provides coverage, terms, and conditions to said additional insureds which are equal to or better than the coverage, terms, and conditions provided by the CG 20 11 01 96 endorsement."

Any insurance required under this Agreement must be written by an insurance company admitted to do business in California.

Exhibitors must provide NetVU with a copy of its Certificate of Insurance no later than February 15, 2012. **The certificate shall name NetVU as an additional insured, shall provide that the policies may not be cancelled or materially altered without at least ten (10) days prior written notice, and shall provide NetVU with a waiver of subrogation.** Failure to provide said certificate to NetVU does not relieve Exhibitor of the responsibility to obtain this coverage, and may subject the Exhibitor to preclusion or expulsion from the show. The insurance carriers providing such insurance shall have no less than an "A" rating according to A.M. Best's rating.

ARBITRATION: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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(11-7-11)

Important Policy for 2012...

Only Members, Exhibitors and Special Guests will be admitted in the Exhibit Area.