

hostingcon  
THE GLOBAL EVENT

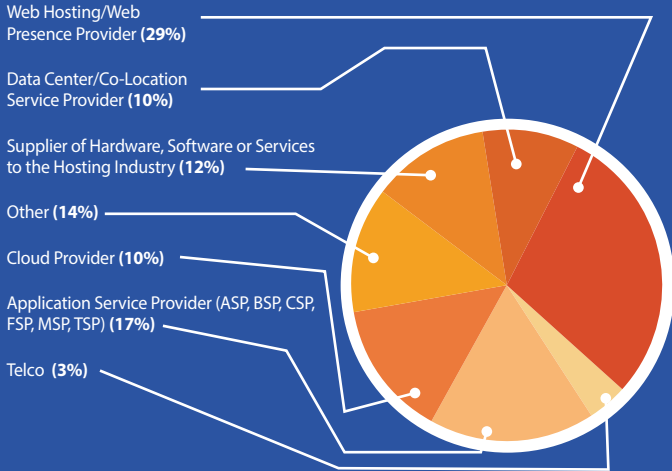
# LOS ANGELES

APRIL 3-6, 2017

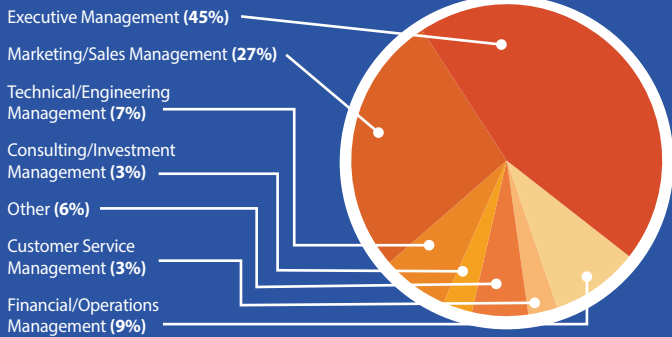
LOS ANGELES CONVENTION CENTER

# Attendee Profile

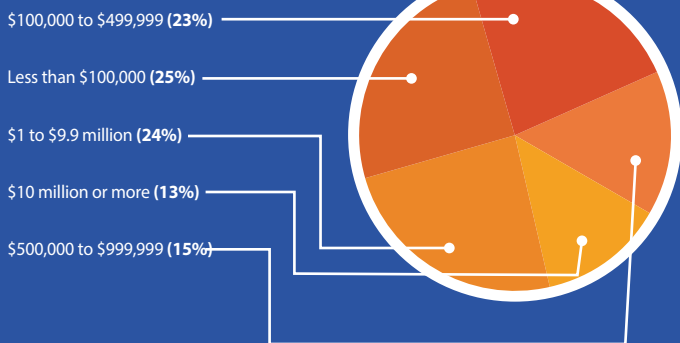
## Company Type:



## Primary Job Function:



## Annual Technology Spend:



# HostingCon 2017: April 3-6

Network with Hosting and Cloud Providers, MSPs, VARs, ISVs, Value-Added Service Providers & More at HostingCon Global 2016! The best and brightest from the industry will be in attendance to learn about the latest news, ideas and technology affecting their businesses. This is your opportunity to meet with your existing business partners and network with potential customers, in a fun and educational atmosphere. You can't afford to miss it!

## Where?

Los Angeles Convention Center  
1201 Figueroa Street  
Los Angeles, California 90015  
213-741-1151  
laclink.com



Neighboring the Los Angeles Convention Center is downtown L.A.'s sports and entertainment district, L.A. Live. Composed of STAPLES Center, Microsoft Theatre, restaurants, night clubs, sports and music venues, a bowling alley, a movie theatre, and the Grammy Museum, this dynamic area caters to individuals of all ages.

## Questions about Exhibiting at HostingCon 2017?

- Visit [hostingcon.com](http://hostingcon.com)
- Email us at [sales@hostingcon.com](mailto:sales@hostingcon.com)
- Call us at 513-322-5600



# Exhibiting Details

Please refer to the Exhibitor Terms and Conditions section of this brochure for an in-depth explanation of exhibition guidelines.

## Booth Pricing

Single	\$4,690
Corner Booth	Applicable booth charge plus corner surcharge
Peninsula/End Cap	Two booth minimum
Island	Four booth minimum

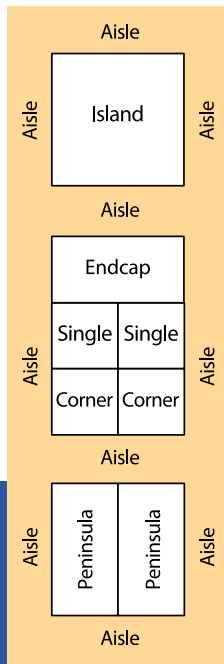
Inline and corner booths receive an 8-foot back and 3-foot side wall draping.

*Exhibitor is responsible for ordering Internet connection and any other required items and/or services. All booths MUST be carpeted.*

# Exhibitor Floor Plan

### FLOOR PLAN SUBJECT TO CHANGE

Every effort has been made to ensure the accuracy of all information contained on this floorplan. However, no warranties, either expressed or implied, are made with respect to this floorplan. If the location of building columns, utilities or other architectural components of the facility is a consideration in the construction or usage of an exhibit, it is the sole responsibility of the exhibitor to physically inspect the facility to verify all dimensions and locations.



# Exhibitor Service Manual

The complete Exhibitor Service Manual will be available approximately three months prior to HostingCon 2017.

## Booth Definitions

### Single Booth

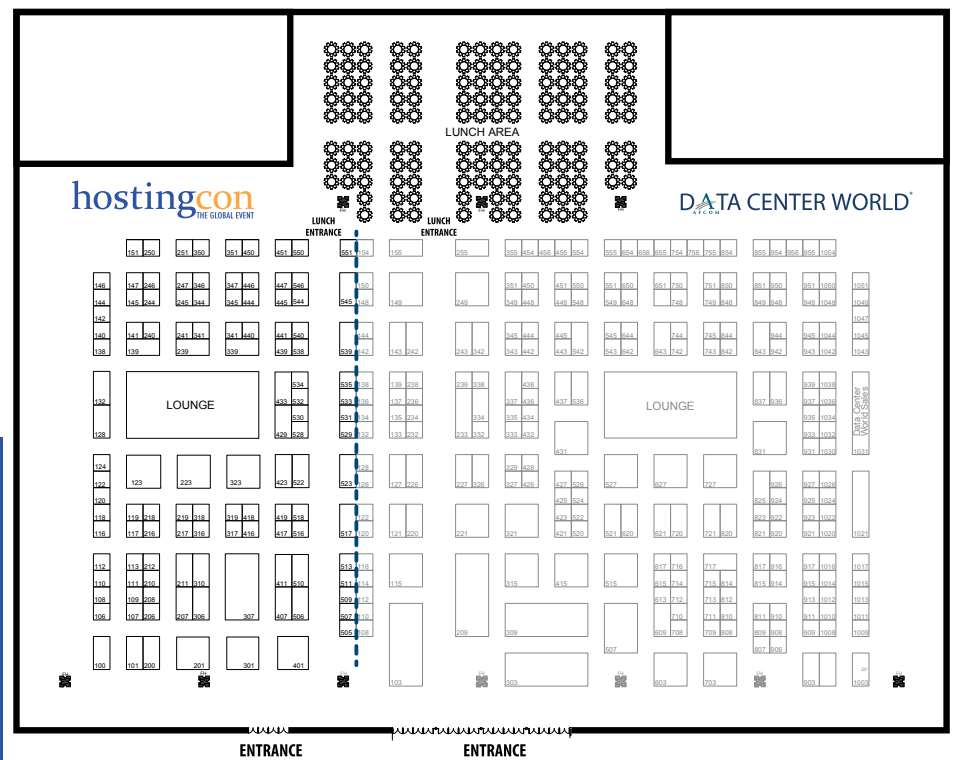
All 10' x 10' booths have 8' high draped back walls and 3' high draped side rails. Side returns may be 8' in height, but are not to extend out by more than 5' from the back wall. The remaining distance to the aisle cannot exceed 3' in height. Displays, including fixtures, are restricted to a maximum height of 8' and must conform to booth space and sidewall restrictions.

### Peninsula/ End Cap Booth

A peninsula or end cap has exposure on three sides and contains a minimum of two booths. The back wall for end cap booths is restricted to 8-feet high for half the dimension of the booth (just 5 feet to the left and right of the center point), in order to leave a line of sight along main aisles. The remaining back wall is 3-feet high. Booth displays, including fixtures, must adhere to the same restrictions and are restricted to an 8-foot maximum height.

### Island Booth

An island has exposure on all four sides, contains a minimum of four booths and is not connected to any other booths. A solid wall, 8ft and higher, may not exceed half of the total width of the booth.



Visit [global.hostingcon.com](http://global.hostingcon.com) for updated floor plan



# 2017 Promotions & Sponsorships - Go Beyond the Booth

Increase your company's brand loyalty, create awareness about your products, and drive sales at HostingCon 2017 by taking advantage of one of the many promotional opportunities available to exhibitors.

## Events

- Breakfast Sponsorships
- Networking Event Sponsorships
- Exhibit Hall Happy Hour

## Pre-and Post-Event Marketing

- Attendee Email Blast
- HostingCon Newsletter Sponsorship

## Advertising and Signage

- Show Guide Advertising
- Interstitial Ads on HostingCon Information Network
- Aisle Signs
- Keynote Commercial
- High Impact Signage
- Mobile website advertising
- Hotel Key Card
- Floor Graphics

## Promotional Items

- Lanyards/ Badge Holders
- Badge Holder Inserts
- Conference Bags
- Conference Notepads & Pens
- Juice Bar
- Show T-shirts
- Bag Inserts
- Water Bottles
- Charging Stations
- Massage Center

Availability on a first-come, first-served basis. All pricing and availability will be listed on the Marketing Opportunities section of HostingCon.com.

Other creative promotional ideas are welcome. Contact [sales@hostingcon.com](mailto:sales@hostingcon.com) to discuss additional ways you can promote your business at HostingCon.

## Premier Sponsorships

### PLATINUM SPONSORSHIP

\$17,500 (limited to 4)

#### Pre-and Post-Show Exposure

- Two Dedicated Emails (1 pre- and 1 post-show)
- Enhanced Exhibitor Listing on HostingCon.com

#### On-Site Meeting Room

#### Advertising and Signage

- Printed banner stand in a high-traffic location (sponsor responsible for providing materials to management specs)
- Listing on "sponsor wall"
- Two 20-second interstitial video ads (files provided by Sponsor) placed in rotation on the on-site HostingCon Information Network
- Premium position (based on first-come, first-served availability) full page ad in the printed Show Guide
- One bag insert in the conference attendee bag (promotional item provided by Sponsor)
- Listed as Platinum Sponsor on all HostingCon marketing materials (print ads, direct mail, etc) where space permits

#### HostingCon.com Exposure

- "Platinum Sponsor" badge
- Rotating logo in the Platinum Sponsor box

#### Complimentary Registrations

- 10 Full Conference Passes
- Up to 10 Exhibits-Only Passes
- Discounted registration codes for distribution to current/potential customers

### GOLD SPONSORSHIP

\$9,500 (limited to 6)

#### Pre-and Post-Show Exposure

- One Dedicated Email (1 pre- or 1 post-show)
- Enhanced Exhibitor Listing on HostingCon.com

#### Advertising and Signage

- Listing on "sponsor wall"
- One 20-second interstitial video ad (files provided by Sponsor) placed in rotation on the on-site HostingCon Information Network
- One full page ad in the printed Show Guide
- One bag insert in the conference attendee bag (promotional item provided by Sponsor)
- Listed as Gold Sponsor on all HostingCon marketing materials (print ads, direct mail, etc) where space permits

#### HostingCon.com Exposure

- "Gold Sponsor" badge
- Rotating logo in the Gold Sponsor box

#### Complimentary Registrations

- 5 Full Conference Passes
- Up to 10 Exhibits-Only Passes
- Discounted registration codes for distribution to current/potential customers

### SILVER SPONSORSHIP

\$7,000 (limited to 6)

#### Pre-and Post-Show Exposure

- One Dedicated Email (1 pre- or 1 post-show)
- Enhanced Exhibitor Listing on HostingCon.com

#### Advertising and Signage

- Listing on "sponsor wall"
- One half-page ad in the printed Show Guide
- One bag insert in the conference attendee bag (promotional item provided by Sponsor)
- Listed as Silver Sponsor on all HostingCon marketing materials (print ads, direct mail, etc) where space permits

#### HostingCon.com Exposure

- "Silver Sponsor" badge
- Rotating Logo in the Silver Sponsor box

#### Complimentary Registrations

- 2 Full Conference Passes
- Up to 5 Exhibits-Only Passes
- Discounted registration codes for distribution to current/potential customers

## Sponsor and Exhibitor Contract

**Los Angeles Convention Center • Los Angeles, CA**

We hereby request exhibit space/sponsorship as listed below at HostingCon 2017, produced by HostingCon ("Show Management"), a division of iNET Interactive, LLC (including its subsidiaries and other affiliates directly or indirectly owned by Penton Operating Holdings, Inc., "Penton").

### COMPANY INFORMATION

Name of Exhibiting Company (exactly as you would like it to appear in the exhibitor list):

Legal Company Name (if different):

Billing Contact:

Billing Contact Email:

Website:

Sales Email:

Phone:

Fax:

Mailing Address:

City:

State/Province:

Postal Code:

Country:

### TRADE SHOW CONTACT (The person who will receive all official HostingCon communication.)

Name:

Title:

Email:

Phone:

Fax:

Mailing Address:

City:

State/Province:

Postal Code:

Country:

### EXHIBIT SPACE AND SPONSORSHIP OPTIONS

**EXHIBIT SPACE:** The rent for exhibit space includes back and side wall drapings, booth sign for inline and corner booths, company logo displayed online and in the printed conference guide and expo hall passes, per HostingCon policy. Exhibitor is responsible for ordering power, Internet connection and any other required items and/or services. All booths must be carpeted.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> 10' x 10' Inline – <b>\$4,690</b>              | <input type="checkbox"/> 10' x 20' Inline – <b>\$9,080</b>           | <input type="checkbox"/> 10' x 30' Inline – <b>\$13,470</b>           |
| <input type="checkbox"/> 10' x 10' Inline w/ Corner – <b>\$4,890</b>    | <input type="checkbox"/> 10' x 20' Inline w/ Corner – <b>\$9,280</b> | <input type="checkbox"/> 10' x 30' Inline w/ Corner – <b>\$13,670</b> |
| <input type="checkbox"/> 10' x 20' Peninsula (end cap) – <b>\$9,480</b> | <input type="checkbox"/> 20' x 30' Island – <b>\$27,470</b>          | <input type="checkbox"/> 20' x 40' Island – <b>\$36,280</b>           |
| <input type="checkbox"/> 20' x 20' Island – <b>\$18,690</b>             |  |   |

1st Booth Choice: \_\_\_\_\_ 2nd Booth Choice: \_\_\_\_\_ 3rd Booth Choice: \_\_\_\_\_

Show Management will attempt to assign Exhibitor to the specific booth requested, on a first-come first-served basis, but cannot give assurances that this will be possible.

**SPONSORSHIP OPTIONS:** See opposite page for details on what is included with each sponsorship level.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Platinum Sponsorship – <b>\$17,500</b> | <input type="checkbox"/> Gold Sponsorship – <b>\$9,500</b> | <input type="checkbox"/> Silver Sponsorship – <b>\$7,000</b> |
|---|--|--|

**Staff Pass Allotments Based on Booth Size:**

- 10 x 10 - 2 free, 2 purchased=4 total
- 10 x 20 - 4 free, 2 purchased=6 total
- 10 x 30 - 6 free, 2 purchased=8 total
- 20 x 20 - 8 free, 4 purchased=12 total
- 20 x 30 - 12 free, 6 purchased= 18 total
- 20 x 40 - 16 free, 8 purchased= 24 total
- 20 x 50 - 20 free, 10 purchased=30 total

Exhibit Space \$ \_\_\_\_\_ Sponsorship \$ \_\_\_\_\_ = Subtotal \$ \_\_\_\_\_  
 Subtract Early Signing Discount (10% of subtotal if signed by August 12, 2016) \$ \_\_\_\_\_  
 5% of subtotal if signed between August 13, 2016 and November 30, 2016  
**Total Due \$ \_\_\_\_\_**

By providing the contact information above, you acknowledge and agree to Penton's use of your contact information to communicate with you about events, products, services and offerings by Penton, its brands, affiliates, and/or third party partners, consistent with Penton's Privacy Policy (accessible at penton.com/privacy-policy). In addition, you understand that your information will be shared with any sponsor(s) of the Show, so they can contact you directly about their products or services. Please refer to the privacy policies of such sponsor(s) for more details on how your information may be used by them. Your personal information may also be shared with other participants of the show.

## Payment Terms

If contract submitted on or before November 30, 2016:

50% Deposit is due upon receipt

Balance is due December 1, 2016

If contract submitted on or after December 1, 2016

Total is due upon contract submission

### Make checks payable to:

Penton/HostingCon  
24654 Network Place  
Chicago, IL 60673-1246

Please include invoice # and customer  
# on check stub or wire transfer

### Wire Transfer:

Penton  
JPMorgan Chase  
New York, NY  
ABA #021000021  
Account #811104744  
SWIFT: CHASUS33

## CREDIT CARD:

To pay by credit card, your company will be invoiced with direction on how to pay online.

## CANCELLATION:

All cancellations must be sent to Show Management in writing. Exhibitor will be liable for 50% of the total exhibit/sponsorship fee if received by Show Management no later than November 30, 2016. Exhibitor is liable for 100% of the total exhibit/sponsorship fee if notice is received by Show Management after November 30, 2016. This amount is considered to be liquidated and agreed upon damages, for the injuries Show Management will suffer as a result of Exhibition cancellation. Show Management reserves the right to treat an Exhibitor's downsizing of booth space as a cancellation of the original space and purchase of a new booth space.

# Terms and Conditions - HostingCon 2017

These Additional Terms and Conditions supplement the terms and conditions set forth in the exhibit space contract executed by exhibitor. Terms used herein have the meanings ascribed to them in the exhibit space contract unless otherwise defined herein.

**1. ELIGIBLE EXHIBITS.** Show Management reserves the right to determine whether any company or product is eligible for inclusion in the Show. This determination may be made at any time before or after the start of the Show. Exhibitor or its agent/agency must have no outstanding past due invoices with Show Management or Penton. Past due invoices billed to the exhibitor or its agent/agency must be paid before exhibitor will be allowed access to the Show.

**2. FLOOR PLAN.** The floor plan for the Show will be maintained as originally presented, wherever practicable. However, Show Management reserves the right, in its sole discretion, to modify the floor plan to the extent necessary for the best interests of the Show, the exhibitors, and the industry. All measurements shown on the floor plan are approximate, and Show Management reserves the right to make such modifications as may be deemed necessary, making equitable adjustment for any exhibitor thereby affected.

**3. EXHIBIT SPACE ASSIGNMENT.** Space assignment will be indicated on the confirmation of acceptance of the exhibit space contract by Show Management. Exhibitor may have an opportunity to be placed on a Wait List for an alternative location on the Show floor. Exhibitor must have space contracted and appropriate payment received to be moved in accordance with the Wait List request. Exhibitor must rent sufficient space to contain its exhibit completely within the confines of the booth lines. Equipment may not extend into the aisles, over the aisles, or across exhibitor's purchased booth line. Heights and depths specified in the Exhibitor Services Kit must be observed. Show Management reserves the right to relocate exhibitor in comparable space for the best interest of the Show. In the event of relocation, exhibitor will be advised in writing and given the option of selecting another location, if available, or to cancel and receive a full refund of all payments.

**4. SHARING/SUBLETTING SPACE.** Exhibitor shall not assign, sublet, subcontract or apportion the whole or any part of the space allotted, and may not share exhibit space or allow representatives, equipment, or materials from any subsidiary, division, or any other company or entity in exhibitor's space without including the name(s) of such subsidiary, division or other company or entity on the exhibit space contract and obtaining the prior written consent of Show Management. Should exhibitor decide to cancel, the exhibit space reverts back to Show Management.

**5. EXHIBITOR SERVICES KIT AND SHOW POLICIES.** An Exhibitor Services Kit containing detailed information will be available on the Show website in ample time for advance planning. The Exhibitor Services Kit will contain, among other things, information regarding shipment, labor, electrical service, rental items and exhibit hours. All services, such as furniture, carpeting, labor, cleaning, storage of boxes and crates, shipping and other special services must be arranged through the official exhibit services contractor. Service order forms for all available services should be returned by the required deadlines to avoid late charges. If exhibitor elects to use any contractor other than the official contractors designated by Show Management, exhibitor must provide the notice set forth in the Exhibitor Services Kit. Exhibitor will communicate to any subcontractor that it is bound by this Agreement, and exhibitor will be liable for any act or omission by such subcontractor which would, if taken by exhibitor, constitute a breach of any provision of this Agreement. Exhibitor must abide by the regulations and guidelines included in the Exhibitor Services Kit. Show Management shall have sole control over the official Show policies applicable to attendees, which will be available on the Show website.

## Submit Contract (Choose from Options Below):

Fax completed and signed contract to +1 513-322-5601; or

Email completed and signed contract to sales@hostingcon.com; or

Mail original (and required payment if applicable, payable) to:

iNET Interactive, LLC

9100 West Chester Towne Centre Rd., Suite 200

West Chester, Ohio 45069

By completing and returning this contract, the company identified on this form ("you" or "exhibitor") is applying for exhibit space at HostingCon Global 2017 (the "Show"). Upon written confirmation of acceptance by Show Management and assignment of exhibit space, this contract shall become effective and form a binding agreement between you and Show Management governing the non-assigned license granted to you to use exhibit space for the Show. The agreement formed incorporates (i) the terms and conditions set forth on this contract form and the Additional Terms and Conditions (collectively, "Terms and Conditions"); (ii) the terms, conditions, rules, regulations and guidelines set forth in the Exhibitor Services Kit; and (iii) all additional standards, policies and directives ("Policies") published or provided by Show Management relating to the Show (collectively, the "Agreement"). The foregoing shall control in the following order of priority to the extent there is any direct conflict between or among them: first, the Terms and Conditions, second, the Exhibitor Services Kit, and third, the Policies. Show Management reserves the right to reject any application for exhibit space for any reason. By signing below, exhibitor agrees to abide by the terms and conditions of this Agreement, and hereby represents and warrants that the undersigned is duly authorized to execute this Agreement on behalf of exhibitor.

\_\_\_\_\_  
Exhibitor Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
iNET Interactive Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**6. INSTALLATION AND DISMANTLING OF EXHIBITS.** Delivery of freight and installation of exhibits will take place on the dates and at the times specified in the Exhibitor Services Kit. Show Management reserves the right to resell the exhibit space if the exhibitor booth is not set up by the date and time specified in the Exhibitor Services Kit preceding Show floor opening. Show Management reserves the right to have the official exhibit services contractor install the exhibit or remove unopened freight at the expense of the exhibitor. Under no circumstances may the weight of any exhibit material exceed the specified maximum floor load of the exhibit hall. Exhibitor accepts full and sole responsibility for any injury or damage to persons or property resulting from failure to distribute the placement of its exhibit material in accordance with the floor loading specifications. Dismantling may not begin until the close of the Show on the final day of the Show. Goods and materials used in any display shall not be removed from the exhibit hall until the Show has officially closed. Any exception to this rule must have the written approval of Show Management. Dismantling must be completed and all exhibit materials removed by the final move-out date and hour set forth in the Exhibitor Services Kit. Exhibitor is advised to remove small, portable items immediately upon conclusion of the Show.

**7. DISPLAYS.** It is exhibitor's responsibility to create an attractive display area that is in good taste (as determined by Show Management) and enhances the overall appearance of the Show and is a credit to the industry. Show Management reserves the right to approve the character of the display and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the Show. Any part of an exhibit space which does not reflect the purpose of the Show or comply with specifications set forth in the Exhibitor Services Kit must be corrected at the exhibitor's expense. Show Management reserves the unilateral right to correct any unsightly exhibit, and exhibitor agrees to pay for expenses incurred in making the necessary alterations. If corrections cannot be made, the exhibit shall be removed at exhibitor's cost, with no liability accruing to Show Management.

**8. DEMONSTRATIONS.** Exhibitor shall observe the "good neighbor" policy at all times and not intrude upon or disrupt other exhibitors while they are conducting business on the Show floor. Exhibits should be conducted in a manner not objectionable or offensive to neighboring booths. All demonstrations and the use of photographers, musicians, entertainers, loud speakers, sound system equipment and noise-making devices must be restricted to within the exhibitor's booth. Entertaining attendees in booths must be arranged so that exhibitor's personnel and attendees do not block aisles or overlap into neighboring exhibits. Operation of any equipment for demonstration purposes must be pre-approved in writing by Show Management. Show Management reserves the right to determine when any demonstrations become objectionable or interfere with adjacent exhibit spaces and may, if necessary, require that they be discontinued.

**9. SOUND.** Disruption or noise level from any demonstration or sound system must be kept to a minimum and may not interfere with others. The use of devices for mechanical reproduction of sound or music is permitted (up to 85 decibels), but must be controlled and not be projected outside the confines of the exhibit booth. No noise makers or anything not in keeping with the character and high standards of the Show may be distributed or used by exhibitor in the exhibit area. Show Management reserves the right to determine at what point a disruption or sound level constitutes interference with other exhibits and must be discontinued.

# Terms and Conditions - HostingCon 2017

**10. PHOTOS AND VIDEOS.** Exhibitor may take photos or videos of its displays; however, exhibitor is not permitted to directly take pictures of any other display or instruct others to take such pictures without written permission of Show Management and the exhibitor whose display is being photographed. Notwithstanding the foregoing, exhibitor authorizes Show Management and its Representatives (as defined in Section 19 below) to photograph and/or record all or any part of the Show (including, without limitation, exhibitor's exhibit space and personnel), and exhibitor hereby grants Show Management the worldwide, perpetual, royalty free right and license to reproduce, distribute, transmit, publicly perform and publicly display all such photographs and recordings (and any derivative works thereof) in any medium (now existing or hereafter developed).

**11. SAMPLES, PUBLICATIONS, PRIZES, LIST ACCESS.** Samples, giveaways, catalogues, pamphlets, souvenirs, industry publications and printed matter or promotional material of any kind may be distributed by exhibitor and its representatives (including hosts and hostesses) only within the confines of its booth, with the exception only of designated sponsorships and marketing opportunities for which exhibitor has contracted with Show Management. Exhibitor may not conduct any prize drawings or awards for signing of names and addresses without the prior written approval of Show Management. Show Management reserves the right to limit access to lists of attendees and exhibitors and any other list or information gathered by Show Management or its contractors.

**12. ORDERS.** No direct/retail selling is permitted on the Show floor. Attendees may place orders with exhibitors for products/services at the Show, but the product or service ordered/purchased must be delivered to the attendee after the close of the Show. No soliciting of attendees shall be permitted in the aisles or in other exhibitors' booths. Signs showing the prices of items must not be displayed.

**13. FOOD AND BEVERAGES.** Food and/or beverages may only be supplied by exhibitor with the prior written consent of Show Management and the Show facility. Alcoholic beverages are forbidden without the express written consent of Show Management, in which case corkage fees to the Show facility may be required.

**14. EXHIBITOR REPRESENTATIVE.** Exhibitor must name at least one person (including hotel and local phone number) to be its representative with primary responsibility on the floor for the exhibitor's display (including installation, operation and removal of the exhibit). Such representative shall be authorized to make decisions and enter into service contracts that may be necessary (or as requested by Show Management onsite or in the case of an emergency) and for which the exhibitor shall be responsible.

**15. EXHIBITOR PERSONNEL.** Exhibitor will furnish Show Management, in advance, the names of those persons who will staff the booth as specified in the Exhibitor Services Kit. Representatives manning the exhibit will be owners, employees or agents of exhibitor, and such representatives will wear proper badge identification furnished by Show Management. Supplying personnel badges to current or prospective customers by exhibitor is expressly forbidden. If such use of exhibitors' badges is made, individuals wearing the badges will be removed from the premises and the badges will be confiscated.

**16. DISPLAYS AND EXHIBITS OUTSIDE SHOW.** Exhibitor agrees that, outside of its own designated exhibit space at the Show in accordance with the Agreement, it will not (nor will it permit its agents or distributors to) conduct any display or exhibit or distribute publications or any product bearing its trademark within a three mile radius of the Show or the Show's officially designated hotels during the dates of the Show. This limitation does not apply to participation in other trade association exhibitions which may coincidentally be ongoing in the same city or to exhibitor's regular place of business or show room. Violation of this provision by exhibitor will constitute a material breach of the Agreement, and Show Management may, in its sole discretion, cancel the Agreement. Upon cancellation, exhibitor will remove its display and any equipment contained in the exhibit hall and forfeit all payments made pursuant to the Agreement.

**17. SOCIAL FUNCTIONS/SPECIAL EVENTS.** Hospitality functions (including meetings, unless approved by Show Management) are not permitted during Show hours or Show sponsored events. Any social function or special event during the dates of the Show in the host city is reserved for exhibiting companies and must be approved by Show Management.

**18. COMPLIANCE WITH LAWS/STANDARDS.** Exhibitor shall comply with all federal, state, and local laws, rules, standards, regulations and ordinances ("Laws"), including but not limited to copyright laws, the Americans with Disabilities Act, and all Laws pertaining to business licenses, health, fire prevention and public safety, and all Show Management and Show facility rules and regulations. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and any licenses, permits or approvals required under any Law and for paying all taxes (including all sales taxes), license fees, use fees, or other fees, charges, levies or penalties that may become due to any governmental authority in connection with its participation in the Show. All amounts due from exhibitor to Show Management are exclusive of VAT or other similar taxes, which amounts shall be invoiced to and borne exclusively by exhibitor. Subject to applicable Laws, all amounts due from exhibitor to Show Management shall be paid in full in U.S. dollars without reduction for withholding or other taxes, deductions or offsets of any kind. If applicable, (i) exhibitor shall pay the cost of conversion to U.S. dollars, and (ii) any required withholdings or taxes will be paid by exhibitor to the appropriate third party. Exhibitor must comply with union work rules if applicable and union labor will be made available. If Show Management becomes aware of exhibitor's failure to comply with any applicable Law, such failure to comply shall be cause for rejection or removal of exhibitor and its exhibit from the Show. All property of exhibitor is understood to remain in exhibitor's possession, custody and control in transit to, from, or within the confines of the exhibit hall, and is subject to the rules and regulations of the Show.

Fire & Safety Laws. Federal, state and local fire and safety Laws must be strictly observed. Flammable or hazardous fluids, substances, or materials of any nature are prohibited in the booth and in the storage area behind the booth. No decorations of paper, pine boughs, leafy decorations, tree branches or other flammable materials are allowed. All decorative materials, including cloth decorations, must be flame-proofed and comply with local fire regulations. Transferring of flammable liquids while in the exhibit hall is expressly prohibited. Electrical equipment and wiring must comply with fire department and underwriter rules and meet all safety codes. Smoking at the Show is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. See Exhibitor Services Kit for additional fire regulations.

Copyrights/Music Performance Rights Licenses. Exhibitor must obtain music performance rights licenses through ASCAP and/or BMI (and any other necessary performing rights associations), if exhibitor intends to use copyrighted music in its booth. Show Management is not responsible for the music used by exhibitor, and without limiting exhibitor's indemnification obligations otherwise set forth in the Agreement, exhibitor hereby agrees to indemnify, defend and hold harmless Show Management, all other Show Providers (as defined in Section 19 below), and each of their respective Representatives (as defined in Section 19 below) for any and all Claims (as defined in Section 20 below) related to any copyright violations that result from exhibitor's failure to obtain the appropriate licenses.

License. Exhibitor agrees that Show Management and its affiliates shall have the perpetual, worldwide, royalty free license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all information related to exhibitor's products that are made available to Show Management in connection with the Show or any other events owned, organized, managed, or operated by Show Management in which exhibitor participates, in each case whether prior to, concurrently with, or following exhibitor's submission of the exhibit space contract.

**19. LIABILITY FOR DAMAGE.** Exhibitor will be liable for any damage caused in any manner, including by fastening displays or fixtures to the building floors, walls, columns or ceilings or to the standard booth equipment and for any damage to equipment furnished by Show Management or designated service suppliers. Exhibitor may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment. Show Management and its equity owners and affiliates; Show facility management and its owners, affiliates, lessors and lessees; and official exhibit service contractors and security services (all of the foregoing in this sentence, collectively, "Show Providers") and each of their respective officers, directors, officials, employees, agents, contractors and representatives (collectively, "Representatives") will not be responsible for the safety or any loss, theft, destruction or damage to property of, or for any injury to, exhibitor or its Representatives for any reason, including without limitation, due to theft, strikes, fire, water, storm, vandalism or other causes (and exhibitor waives all claims against Show Providers and their Representatives, and releases all of them from all liabilities, with respect to same). Although Show Management will take reasonable precautions by assigning security personnel to provide perimeter security, which provides a measure of security in protecting exhibits from loss, it is exhibitor's responsibility to insure its property against loss and theft.

**20. INDEMNIFICATION.** Exhibitor agrees to indemnify, defend, and hold harmless (and to the maximum extent permissible under applicable law, exhibitor hereby expressly releases and discharges) Penton, all other Show Providers, and each of their respective Representatives from and against any and all alleged and/or actual claims, actions, lawsuits, proceedings, damages, penalties, demands, losses, expenses, fees (including reasonable attorney fees), costs or liabilities of any kind or nature whatsoever (collectively, "Claims"), including but not limited to any Claim for property damage and/or personal injury, in connection with, caused by or arising out of the attendance at and/or participation in the Show by (a) exhibitor, (b) its Representatives (or any other party acting on exhibitor's behalf), or (c) any of exhibitor's servants, invitees, patrons or guests (all of the foregoing in clauses (b) and (c), collectively, "Related Parties"), whether as a result of (i) exhibitor's or any Related Party's act, omission, negligence or willful misconduct, (ii) exhibitor's or any Related Party's violation of any policy of, or breach or alleged breach of any agreement with, Penton or any other Show Provider, (iii) exhibitor's or any Related Party's violation of any applicable Laws, (iv) exhibitor's or any Related Party's infringement of any third party rights, including without limitation, the infringement of any patented, trademarked, franchised or copyrighted music, materials, devices or dramatic rights used or incorporated in the Show by exhibitor or any Related Party, or (v) otherwise, and in each case, whether or not foreseeable. This provision shall survive any termination or expiration of the Agreement.

**21. INSURANCE.** Exhibitor is required to carry property and liability insurance in amounts sufficient to cover any losses or liabilities exhibitor may incur in connection with the Show, including without limitation, due to damage or loss to exhibitor's property or injury to the person and/or property of others. Notwithstanding the foregoing and except as otherwise provided in the Exhibitor Services Kit, at all times that exhibitor has access to the Show grounds, exhibitor shall maintain at a minimum the following insurance from an insurance company rated B+ or above by A.M. Best Company:

(a) Workers' compensation insurance in compliance with the laws of the state where the Show is held, with a liability limit that complies with statutory requirements; and

(b) General commercial liability insurance, including contractual liability and advertising injury coverage, with a minimum liability limit of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.

Exhibitor's policy should add Penton Media, Inc. and Penton Business Media, Inc. and their respective affiliates, the applicable Show facility, and GES (and/or any other official exhibitor service contractor) as additional insureds.

By executing the Agreement, exhibitor represents and warrants that it has all such insurance in effect and that it shall maintain all such insurance at least through exhibitor's occupancy of the exhibit space and the Show facility. If requested by Show Management, exhibitor shall provide a certificate of insurance evidencing the required coverage.

**22. REJECTED EXHIBITS.** Exhibitor acknowledges and agrees that its exhibit shall be admitted and shall be permitted to remain in the Show only upon continued strict compliance by exhibitor with all terms, conditions, standards, policies and other provisions of the Agreement. Notwithstanding such compliance, Show Management reserves the right to reject or remove exhibitor's exhibit, in whole or in part, from the Show for any reason whatsoever. If exhibitor's exhibit is rejected or removed without cause given, Show Management shall return to exhibitor the unearned portion of the rental fee. Any violation by exhibitor of the Agreement, including without limitation, any violation of the rules and regulations of the Show or facility, shall subject exhibitor to termination of the Agreement and the forfeiture of exhibit space and any monies paid on account thereof, and Show Management shall be entitled to exercise any other rights or remedies under applicable law. Upon written notice of termination, Show Management shall have the right to take possession of exhibitor's space, remove all persons and properties of or related to exhibitor, and hold exhibitor accountable for all risks and expenses incurred in such removal. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of the Agreement.

**23. FORCE MAJEURE.** Show Management shall not be liable for delay or failure of performance or fulfillment of this Agreement (including delivery of exhibit space) caused by an act of God; action by any governmental or quasi-governmental entity; fire, flood or other disaster; public enemy; insurrection; riot; explosion; embargo; terrorist attacks; strikes whether legal or illegal; labor or material shortage; work slowdown; transportation interruption of any kind; authority of law; the building being destroyed or substantially damaged; or any other cause beyond the control of Show Management ("Force Majeure Event"). If the Show is not held due to any Force Majeure Event, Show Management will refund to exhibitor the amount paid for its exhibit space less expenses incurred by Show Management for the Show up to the date of cancellation.

**24. AMENDMENTS TO STANDARDS, RULES AND POLICIES.** Show Management reserves the right to modify all standards, rules and policies, and to adopt additional standards, rules and policies in its sole discretion. Any such modifications and additions shall be made available promptly to exhibitor and shall be effective immediately upon adoption, and exhibitor agrees to comply with all such modifications and additions.

**25. JURISDICTION AND GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. The State and Federal Courts located in New York, New York shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this Agreement. Both parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings.

**26. ASSIGNMENT.** Exhibitor may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of Show Management. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the parties.



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