



DMA•09 Conference & Exhibition

San Diego Convention Center
San Diego, California
October 17 – 22, 2009

Pre-Conference: October 17 – 18, 2009
Exhibition: October 18 – 20, 2009
Conference: October 18 – 21, 2009
Post-Conference: October 21 – 22, 2009

TERMS AND 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 The DMA and the DMA 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 DMA.

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 the DMA exhibition. Applications received up until June 19, 2009, require a 50% deposit. After June 19, 2009, all applications must be submitted with full payment. Note: 25% of the total exhibit space cost is non-refundable. The balance of payment is due June 19, 2009. If the balance is not received by that date, reserved space can no longer be guaranteed. Exhibitors will not be allowed to set up until the exhibit fee is paid in full.

Cancellations: Cancellation requests must be sent in writing to the attention of the DMA Exhibits. Note: 25% of the total exhibit space cost is non-refundable. If cancellation notice is received after April 17, 2009, but prior to June 19, 2009, the exhibitor is liable for 50% of the total exhibit space cost. If cancellation notice is received after June 19, 2009, no refund will be granted.

Space Assignments: Space assignments shall be indicated on the exhibit space rental agreement as approved by DMA. On-site assigned exhibit space will be determined by the DMA Exhibition point system. Spaces will be allocated according to the number of points accumulated by any one company. After on-site selection, exhibit space will be assigned on a first-come, first-served basis,

based on the date of receipt of application and required deposit. 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.

Admission Regulations: Admission to the exhibition will be official DMA registration badges only. Badges must be worn at all times, including set-up and tear-down.

Minors and Children: Persons under 18 years of age will not be permitted in the exhibit area.

Installation of Displays: (a) All displays must be completely arranged for viewing by the date and hour officially specified by DMA. (b) Noisy or unsightly work in any exhibitor's display space after the above deadline is prohibited during exhibition hours. (c) Shipments of display and exhibit materials arriving prior to set-up day must be sent to the official show service contractor and must arrive prepaid. No shipments will be accepted at the show site prior to the set-up day. Goods received after the show opening must be delivered to the space and arranged at times other than official hours. (d) Goods and materials used in any display (except bona fide samples) may not be removed from the show floor without written approval of The Association. (e) If erection of any crated exhibit has not started by 6:00 P.M. on Saturday, October 17, 2009, 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. The DMA shall not be liable for any damages that may occur during this exhibit set-up. (f) Any space not claimed and occupied by 6:00 P.M. on

Saturday, October 17, 2009, 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 to 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 teardown detracts from the overall merit of the show. (b) In the event that an exhibitor begins teardown prior to the official stated time, or if a company maintains an unmanned booth during exhibit hours, DMA will deduct 15% of said company's priority point total. This deduction will be made after each DMA show for every company that does not keep its booth(s) staffed and/or its entire display intact during official show hours. (c) The deadline for clearance of all materials will be enforced. It is the sole responsibility of each exhibitor to have materials packed, identified and cleared for shipment by such designated time. (d) 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: For a complete listing of standard equipment provided by DMA for all linear 10' x 10' exhibit spaces, refer to the Exhibitor Service Manual, which will be provided to all exhibitors by the official decorator after receipt of exhibit confirmation and deposit. All Exhibits must be free-standing. No bolts, screws, hooks, or nails shall be driven into, or otherwise attached to the walls, pillars, or floor of the exhibit areas. No part of the display may be attached to or otherwise secured to the drapery backdrop or side dividers. In addition, no decals or other adhesive materials shall be applied or affixed to the walls, pillars, or floor of the exhibit areas.

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The DMA provides carpet in the aisles of the show to enhance the overall appearance of the show floor. It is the exhibitors responsibility to create an attractive display area. The exhibitor is required to provide carpet to cover the area contracted, including carpet under equipment.

Exhibitors shall not post any sign of any description except within the confines of the exhibit space assigned.

Every exhibit must be fully staffed and operational during the entire Exhibition.

Exhibitors shall confine their activities to the exhibit space granted pursuant to the exhibit space rental agreement. All in-line exhibits must be confined to a maximum height of 8', and perimeter exhibits must be confined to a maximum height of 12'. The front half of the side wall must contain at least 50% open area to permit side viewing through the booth.

Island exhibitors are permitted a maximum height of 24'. Because an island exhibit is automatically separated by the width of an aisle from all neighboring exhibits, full use of floor space is permitted, without any other restrictions.

Hanging signs which are incorporated as part of exhibits may not exceed height limitations established for that particular booth configuration. Hanging signs must be finished on all sides. Exhibitors must receive written permission from DMA to include hanging signs as part of their display.

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's personnel may not enter the exhibit space of another exhibitor without permission from that exhibitor and at no time may enter an exhibit space that is not staffed, except their own.

No cash sales will be permitted.

Dollies, carts, and other such devices are not permitted on the exhibit floor during exhibit hours without the written consent of the 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 DMA, distribute or permit the distribution of any advertising material, literature, souvenir items, or promotional materials in or about the exhibit areas except from their 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 the Association. Photography and videotaping are prohibited without the written permission of DMA. The DMA is the final authority on all matters relating to operation and conduct.

Fire Regulations: Exhibitors must conform to all standard fire codes of the host city, San Diego, California. 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.

Exhibitors will not be permitted to store boxes or packing crates in or behind exhibit booths. Prior to 12:00 P.M. of the first show day, all boxes and crates will be placed in storage provided they are properly labeled for storage. Those not so labeled will be removed and destroyed as refuse. (Note: storage labels will be provided at the Official Service Contractor's Desk.)

Audio Visual & Sound Producing Apparatus: Video equipment, movie or slide projectors, tape recorders, or other sound equipment must be self-contained and fireproofed.

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. The 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: The DMA will not be bound by any verbal agreements, representations, or statements between

DMA, exhibitors, or any supplier. The 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 the period of installation, show, and dismantling, 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 with the Exhibition.

Exhibitors may furnish additional guards at their own cost and expense, but 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 exhibitor's 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.

Union Labor: Exhibitors will employ only union labor, as made available by official contractors in the installation and dismantling of their exhibits, and in their operation when required by union agreements. An exhibitor planning to build special displays should employ union display companies in their fabrication, and carpentry and electrical work in such displays must bear union labels.

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 convention center 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.