



# APPLICATION AND AGREEMENT FOR EXHIBIT SPACE

US Fall ITxpo 2004 • October 17-21, 2004

Walt Disney World Dolphin Hotel — Lake Buena Vista, Florida • www.gartner.com/ITxpo

## 1. Parties and Participant Information.

This Application and Agreement For Exhibit Space is made as of \_\_\_\_\_ between GARTNER, INC., a Delaware corporation with its principal offices at 56 Top Gallant Road, P.O. Box 10212, Stamford, Connecticut, 06904-2212 ("Gartner"), and \_\_\_\_\_ ("Participating Company").

Company Name (Exactly as it should appear in all Conference print collateral)		Division	
URL			
Street	City	State	Zip Code
Primary Contact	Title		
Phone	Fax	E-Mail	
Tradeshow Coordinator (Receive ALL exhibit information)			
Address	Phone	Fax	E-Mail
Bill to Contact (Required)			
Full Address	Phone	Fax	E-Mail

Upon execution of this Agreement by both parties and payment to Gartner of the participation fee set forth below, Participating Company will participate as an exhibitor in the conference entitled Fall ITxpo 2004 (the "Event") which will take place on October 19-21, 2004 ("Event Date") at the Walt Disney World Dolphin Hotel in Lake Buena Vista, Florida ("Event Site") on the terms and conditions set forth herein. Gartner has the sole right to determine the eligibility of any company or product for inclusion in the Event, and Gartner's acceptance of this form and initial deposit does not constitute acceptance of Participating Company until the Agreement is executed by Gartner and returned to Participating Company.

## 2. Participation Booths and Fees.

Participating Company may purchase multiple turnkey booth packages. Only one product or solution is permitted per booth. No more than 20 contiguous feet permitted.

<input type="checkbox"/> <b>Renewal</b>	<input type="checkbox"/> <b>New</b>		
(Qty) _____ 10' x 10'	(Qty) _____ 10' x 20'	(Qty) _____	Premier Sponsorship _____
1st Choice: Space # _____	1st Choice: Space # _____	1st Choice: Space # _____	
2nd Choice: Space # _____	2nd Choice: Space # _____	2nd Choice: Space # _____	
3rd Choice: Space # _____	3rd Choice: Space # _____	3rd Choice: Space # _____	
Marketplace: _____	Marketplace: _____	(Qty) _____	Other (specify) _____
<b>TOTAL:</b> _____		(Qty) _____	Other (specify) _____

MARKETPLACES (SUBJECT TO CHANGE)	
- Application Development/Internet Platforms & Web Services	- Portal Content & Collaboration
- Application Integration & Middleware	- Security
- Business Intelligence & Data Warehousing	- IT Services & Sourcing
- Enterprise Systems Management	- Mobile & Wireless
	- CRM, ERP & Supply Chain
	- Hardware Platforms & Telecom Infrastructure

## 3. Payment Terms

In consideration of Participating Company's participation in the Event as set forth above, Participating Company shall pay to Gartner the Total Booth Space Fee payable (a) 10% upon execution of this Agreement, (b) 50% on or before February 1, 2004, and (c) the balance (40%) on or before June 1, 2004.

For Agreements received by Gartner after June 1, 2004, 100% of the Total Booth Space Fee is due upon submission of this document to Gartner. **Remit Payment to: Gartner, Inc., P.O. Box 911319, Dallas, TX. 75391-1319.**

All fees are deemed fully earned by Gartner and non-refundable when due, unless this Application is denied by Gartner, in which case fees already paid will be refunded. Participating Company will NOT be permitted to move-in/set-up unless the Total Booth Space Fee and all sponsorship fees, if any, have been paid. Failure of Participating Company to comply with any payment term will, among other things, result in loss of space. All fees are non-refundable or transferable.

**If Participating Company requires a Purchase Order number (PO#) for payment, Participating Company must provide Gartner with an open PO # within 2 weeks of signing this Agreement. If the PO# is not received promptly, Participating Company's Sponsorship will be cancelled and applicable cancellation fees will be applied.**

P.O. # \_\_\_\_\_

## 4. Cancellation

This Agreement is non-cancelable by Participating Company, even if Participating Company has not yet received the fully signed Agreement from Gartner, except as may be accepted by Gartner in its sole discretion. If Gartner accepts any cancellation, Participating Company agrees to pay the cancellation fees set forth in Paragraph 2 of the General Terms and Conditions of this Agreement.

## 5. Authorized Signature

Participating Company expressly represents and warrants to Gartner that it has the authority to enter into this Agreement and that the person signing this Agreement is authorized by Participating Company to execute this Agreement and bind the Participating Company to the terms set forth herein and on the reverse side of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Participating Company:	Print name:	Title:
Authorized Signature:	Date:	

## 6. Show Management Use Only Accepted by GARTNER, INC.

Signature:	Date:	
Account Executive:	Booth(s) # Assigned:	Booth Space Investment: US\$:
Phone:	Size:	Sponsorship Investment: US\$:
Email:	Pavilion:	<b>Total Investment: US\$</b>

# General Terms and Conditions

**1. Features of Specific Event Participation.** Participating Company ("Sponsor") acknowledges that Addendum A sets forth the entitlements of the specific participation selected in the "Participation Level" section above.

**2. Cancellation of the Event or Change of the Event Site or Date.** If Gartner changes the Event Date or the Event Site, or cancels the Event in its entirety, all of which Gartner may do in its sole discretion, Gartner's sole responsibility and liability to Participating Company shall be to (i) notify Participating Company of such changes or cancellation, and of any rescheduled date and site, if applicable; and (ii) refund any deposits received from Participating Company if the Participating Company cannot attend the rescheduled Event.

**3. Cancellation by Participating Company.**

(a) This Agreement is non-cancelable by Participating Company. Any cancellations or other modifications of this Agreement, **INCLUDING REDUCTIONS IN PARTICIPATING COMPANY'S BOOTH SPACE**, will be accepted at the sole discretion of Gartner.

(b) If Gartner accepts any cancellations, they shall be subject to the following cancellation fees, which shall be deemed to be liquidated damages and not a penalty:

- (i) 30% of the specified fee if the cancellation notice is received prior to February 1, 2004;
- (ii) 60% of the specified fee if the cancellation notice is received between February 1, 2004 and June 1, 2004; and
- (iii) 100% of the specified fee if the cancellation notice is received after June 1, 2004.

Subsequent reassignment of canceled space does not relieve Participating Company of the obligation to pay the cancellation fee.

(c) If the cancellation fee due to Gartner exceeds the amount previously paid by Participating Company, Participating Company must pay the balance to Gartner within 30 days of sending the written cancellation notice. If the cancellation fee due to Gartner is less than the amount previously paid by Participating Company, Gartner will refund the excess to Participating Company.

(d) If Participating Company does not notify Gartner of cancellation and fails to set up by 5 p.m. on Monday, October 18, 2004, Gartner will consider the space canceled and Participating Company will be responsible for the full fees for the space. Gartner may use the allocated space in any way it deems appropriate. Participating Company may also be responsible for any additional decorator charges required to convert the unused exhibit space into useful floor space.

(e) If Participating Company has not paid the Total Booth Fee and any applicable sponsorship fees in full prior to set up, its freight will be held until the fees are satisfied.

(f) Cancellation fees may not be applied toward exhibit space at other shows, advertisements, sponsorships or other Gartner products or services.

**4. Participating Company change in Position.** Participating Company acknowledges that its sponsorship position for ITXpo was chosen based on its current position in the marketplace. Gartner reserves the right to downsize Participating Company's sponsorship to a standard 10 x 20 booth if Participating Company's position in the market place changes between the date of this Agreement and 60 days prior to the event, based on changes to Gartner's published research or Gartner's analyst opinions. If Gartner downsizes Participating Company's sponsorship, it shall notify Participating Company at least 60 days prior to the Event and the price paid by Participating Company shall be adjusted accordingly and Gartner will refund any over-payments made by Participating Company.

**5. Other Event Payments.** If any sums owed by Participating Company to Gartner under any other agreement between Participating Company and Gartner for a Gartner sponsored event, Gartner may apply all sums paid under this Agreement to the past due obligations until they are satisfied in full. Gartner will notify Participating Company of any such application and Participating Company agrees to pay all sums due hereunder in addition to the amounts applied to past due obligations.

**6. Liability of Participating Company.**

(a) Participating Company's Property. Participating Company is solely responsible for its own demonstration materials and products, and for insuring its property from all loss or damage. Participating Company acknowledges that all of its property is in its care, custody, and control in transit to and from, or within the confines of, the Event Site. Participating Company agrees not to make any claims against Gartner for loss, theft, damage, or destruction of property, or injury, including death, to itself, its employees, agents, or representatives, unless caused by the sole negligence or willful misconduct of Gartner.

(b) Property of Others. Participating Company is solely liable for any damage caused by its employees, agents or equipment to building floors, walls, or columns, or to standard booth equipment, or to other property belonging to the Event Site or other Event participants or attendees, including, without limitation any injury or damage resulting from Participating Company's failure to comply with any of the Event Rules and Regulations.

**7. Indemnification.** Participating Company agrees to indemnify and hold harmless Gartner, its directors, officers, employees, and agents from and against all claims, losses, expenses, liabilities and damages arising out of or relating to any breach of this Agreement by Participating Company or the negligence or willful misconduct of Participating Company, its employees, agents or representatives in performing this Agreement or otherwise in connection with the Event. Participating Company agrees to protect, indemnify, defend and save harmless, Gartner and the Event Site, and their respective employees, officers, directors and agents, against all claims, losses, and damages to persons or property, governmental charges or fines and attorneys fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy, or use of the Event Site or a part thereof, excluding any liability caused by the sole negligence of Gartner, the Event Site or their respective employees and agents.

**8. LIMITATION OF LIABILITY.** GARTNER'S ENTIRE LIABILITY TO PARTICIPATING COMPANY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE FEE PAID HEREUNDER. IN NO EVENT SHALL GARTNER BE LIABLE TO PARTICIPATING COMPANY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, RELIANCE OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO ITXPO 2004, ITS CANCELLATION OR ANY CHANGES THERETO IN LOCATION, DATE OR OTHERWISE, WHETHER SUCH CLAIM IS BASED IN CONTRACT OR TORT, AND WHETHER OR NOT GARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GARTNER MAKES NO REPRESENTATIONS OR WARRANTIES TO THE PARTICIPATING COMPANY CONCERNING THE EVENT, INCLUDING, WITHOUT LIMITATION, THE NUMBER OF PARTICIPANTS WHO WILL

ATTEND THE EVENT, OR WHETHER THE EVENT IS AN EFFECTIVE METHOD OF MARKETING FOR PARTICIPATING COMPANY.

**9. Insurance.** Participating Company agrees to maintain Comprehensive General Liability insurance covering Participating Company's participation in the Event, which coverage shall include personal property damage and bodily injury coverage, with limits of at least \$1,000,000 for each occurrence, and shall name Gartner as an additional insured. Participating Company shall furnish Gartner with evidence of such insurance prior to the Event.

**10. Exhibit Coordination.** Participating Company agrees to coordinate all aspects of participating and exhibiting at the Event through Gartner's designated Show Management Company ("Management") including but not limited to, equipment shipments, power and electrical requirements and signage. Management will send Participating Company a copy of the ITXpo online manual approximately 12 weeks prior to the Event, or upon Gartner's receipt of full payment, whichever is later.

**11. Rules and Regulations.** Participating Company agrees to abide by all rules and regulations governing the Event, which are promulgated by Gartner or Management and are set forth below or are contained in the ITXpo Online Manual.

(a) Subleasing. Participating Company may not sublease all or any part of its booth space, or demonstrate, offer for sale, or advertise articles not manufactured or sold by the Participating Company, except where such articles are necessary for the proper operation of Participating Company's display, in which case the identification of the other party shall be limited to the manufacturer's normal nameplate. Participating Company may not permit non-participating company representatives to operate from the booth.

(b) Installing, Demonstrating, Dismantling. Management shall specify hours and dates for installing, demonstrating and dismantling. The Participating Company shall be liable for all storage and handling charges resulting from failure to remove demonstration material before the conclusion of the dismantling period. Participating Company may not apply paint, lacquer, adhesive, or other coating to building columns, floors or walls, or to standard booth equipment.

(c) Obstruction of Aisles or Booths/Noise. Participating Company shall not conduct any demonstration or activity that results in excessive obstruction of aisles or prevents easy access to other booths. Participating Company shall maintain sound and noise levels to those requested by Management.

(d) Booth Personnel. Participating Company representatives are restricted to personnel engaged in the display, demonstration, or sale of Participating Company's products or services. The use of celebrities or performers is prohibited even if they are employed by Participating Company. Booth personnel shall wear badge identification furnished by Management at all times while they are in the demonstration area. All employees of Participating Company must register at the Event. Management reserves the right to restrict or limit the number of booth representatives.

(e) Filming. Participating Company will not be allowed to film or hire a vendor to film on the show floor.

(f) Display Material; Electrical Usage; Weight. Any display material not provided by Management is forbidden. All electrical usage must conform to the regulations prescribed by the Event Site. Management must approve any exceptions in writing. The weight of all equipment or demonstration material may not exceed the floor load limit of the demonstration hall as specified in the Event manual. Failure to adhere to these rules may result in Management's replacement, rearrangement, or redecoration of any item or of any booth, at Participating Company's expense.

(g) Floor Plan, Revisions and Relocation. Management retains the exclusive right to organize and revise the demonstration hall floor plan and/or move Participating Company to another location, as Management deems necessary.

(h) Receptions/Publicity. Participating Company may not host or sponsor any activity prior to, during, or after the Event, including, but not limited to, receptions, seminars, symposiums, and press receptions, whether such activities are held at the Event Site or elsewhere, unless such activity is pursuant to a sponsorship agreement with Gartner. Participating Company may not retain hospitality suites of any kind for clients, prospects or the media. Gartner will facilitate any formal interaction with the press. Press functions may not include cocktails. Participating Company is not permitted to place flyers, brochures or any promotional items pertaining to its products and/or Product Education Sessions in hotel rooms or common meeting areas. Participating Company may have 8 1/2 x 11 flyers announcing its Product Education Sessions in its booths.

(i) Signage. Participating Company may hang signs from its booth in accordance with the the Graphic Standards set forth in the Manual. If Participating Company violates this rule it will be asked to remove any non-standard signs. Participating Company is allowed one piece of literature or one solution packet per booth but no literature racks, easels, or stands will be permitted in Participating Company's booth. Participating Company may not hang signs, banners, T-shirts, bags or any other giveaway advertisements from its booth.

(j) Use of Gartner's Name. Participating Company may not use Gartner's name, trademarks, logos or research in its booth or in any of the information it provides to its clients, except to inform clients that it will be participating as an exhibitor at Gartner's Symposium ITXpo 2004.

**12. Amendments of and Additions to Rules.** Any matters not specifically covered by the rules set forth herein or in the Manual shall be subject solely to the decision of Management. Management may at any time amend or add additional rules by giving prior written notice to Participating Company and all amendments or additions shall be binding on Participating Company.

**13. Waiver of Rights.** Any rights of Gartner under this Agreement shall not be deemed to be waived unless specifically waived in writing by an authorized representative of Gartner.

**14. No Transfer of Agreement.** This Agreement is not transferable by Participating Company to any third party.

**15. Miscellaneous.** This Agreement represents a one-time only commitment between Gartner and Participating Company with respect to the Event only. This Agreement constitutes the entire Agreement with respect to the subject matter hereof and may not be modified except by writing signed by both parties. This Agreement shall be governed by and construed under the laws of the State of Connecticut, without reference to conflict of law principles. Any unresolved disputes arising under this Agreement shall be settled by binding arbitration by one arbitrator in Stamford, Connecticut, under the Streamlined Commercial Arbitration Rules of JAMS or such other entity as the parties may agree. The prevailing party shall be entitled to recover all costs of the arbitration including reasonable attorneys' fees.