

Tamil Internet 2002 தமிழ் இணையம் 2002



Application for Exhibit Space

Please print or type clearly, review Contract for Exhibit Space included with this Application sign and return to:

Tamil Internet 2002 Hotline: 510-796-2433 38871 Jonquil Drive Fax: 815-346-0942 Newark Email: exhibition@infitt.org http://www.infitt.org/ti2002 CA 94560

Exhibitor Name and Address			Billing and Invoicing address, if different		
Exhibitor Name:			Contact:		
Address:			Address:		
City:	Sate:	Postal Code:	City:	State:	Postal Code:
Country:		Country:			
Contact:		Telephone:			
Telephone:		Fax:			
Fax:					
Email Address:					
Company URL:					
Rooth Information (Please indicate your package choice by placing a check mark in the table below)					

Doth Information (Please indicate your package choice by placing a check mark in the table below.)

Package choice	Package	Price if payment received before August 15, 2002	Price if payment is received after August 15, 2002
	Platinum	\$5,000.00	\$6,000.00
	Gold	\$2,500.00	\$3,000.00
	Silver	\$1,000.00	\$1,200.00
	Table top	\$500.00	\$600.00

Make Cashier's Check or Demand Draft in U.S. Dollars payable to: INFITT - TI2002

Exhibitor has reviewed and agreed to abide by the Contract for Exhibit Space included with this Application. This application is integrated into the Contract for Space. This Application and Contract for Exhibit Space shall become binding upon acceptance by an authorized TI2002 representative. TI2002 reserves the right to reject or terminate this Application and Contract for Exhibit Space at its sole discretion.

I certify that I am authorized to sign and enter into this Application and Contract for Exhibit Space on behalf of Exhibitor.

Company/Representative (Please Print)	Authorized Signature	Date
TI2002 Representative (Please Print)	Authorized Signature	Date

Contract for Exhibit Space

This application (the "Application") and Contract for Exhibit Space (the "Contract") by and between Tamil Internet 2002 ("TI2002") and the exhibiting company ("Exhibitor") powers Exhibitor's rental and use of exhibit space. By signing this Contract, Exhibitor agrees to comply with the terms and conditions set forth below. This Contract shall become binding upon acceptance of Exhibitor's application.

- APPLICATIONS All Applications for exhibit space at the TI2002 Conference must be made on the application page herein attached. A counter-signed copy will be returned to the Exhibitor upon acceptance of the Contract by an authorized representative for TI2002. TI2002 reserves the right, at its sole discretion to decline acceptance of any Application. All Applications are hereby incorporated into this Contract and are considered inseparable part of this Contract.
- CONTRACT This Application, upon written acceptance by TI2002 shall constitute a valid and binding Contract.
- 3. **PAYMENT REQUIREMENT** The exhibit space rental rate per booth shall be as designated on the Application. Full payment is required to hold booth space. Payment must be received on or before September 1, 2002. Failure of Exhibitor to pay in full on or before September 1, 2002 shall result in forfeiture of exhibit space. All payments must be made in U.S. dollars.
- 4. **CANCELLATION BY EXHIBITOR** Cancellation by Exhibitor must be in writing. In the event Exhibitor cancels before August 15, 2002 Exhibitor shall be liable for 50% of the total rental fee for the cancelled space. In the event Exhibitor cancels after August 15, 2002 Exhibitor shall be liable for 100% of the total rental fee for the cancelled space. TI2002 shall have the right to use such space or rent such space to another exhibitor. Re-letting by TI2002 of an Exhibitor's canceled space shall not act to excuse Exhibitor from payment of any fees assessed.
- 5. **CANCELLATION BY TI2002** TI2002 reserves the right to cancel the exhibition or to terminate the Contract for any reason at any time upon written notice to Exhibitor. Upon cancellation or termination by TI2002, TI2002's sole liability to Exhibitor, and Exhibitor's exclusive remedy shall be a refund of any rental fees paid by the Exhibitor under this Contract.
- 6. **EXHIBIT HOURS** For Platinum, Gold sponsors and Table Top exhibit hours are from 9:00 AM to 9:00 PM on September 28, 2002 and from 9:00 AM to 5:00 PM on September 29, 2002. For Silver sponsors exhibit hours are from 9:00 AM to 5 PM on both September 28 and 29, 2002. Exhibit hours are subject to change at the sole discretion of TI2002. In their own best interest and for security, Exhibitor is required to keep an attendant in their booths during all open hours. Exhibitor may not dismantle the exhibits during the aforementioned exhibit hours, nor remove any part of their exhibit or equipment once it has been set up. Silver sponsors must dismantle their exhibits at 5:00 PM on both September 28 and 29, 2002.
- 7. **FORCE MAJURE** TI2002 shall not be responsible for any loss or damage resulting from failure to perform under this Contract in whole or part as a result of riot, strike, civil disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind whatsoever beyond the reasonable control of TI2002. In such instance, however, TI2002 will make reasonable efforts to reschedule. Notwithstanding any other terms or conditions of this Contract, should it ultimately be impossible to hold TI2002 for the foregoing reasons, TI2002 may retain Exhibitor's rental fee as shall be required to compensate TI2002 for expenses reasonably incurred up to the time a contingency beyond its control shall have occurred. All payments in excess of such expenses shall be refunded.
- 8. **INSTALLATION AND DISMANTLE** Exhibitor will be provided reasonable time to erect and dismantle its exhibits. Exhibit materials not removed from the exhibition area by Exhibitor will be removed by TI2002 at Exhibitor's expense and liability.
- 9. **USE OF SPACE** Exhibitor may not display outside the confines of its assigned booth space.
- 10. CONDUCT OF EXHIBIT Exhibitor shall conduct its exhibit in a decorous manner in order not to be objectionable to TI2002, other exhibitors, Crowne Plaza hotel, or the public. TI2002 reserves the right to restrict or prohibit exhibits which, because of noise, method of operation, content, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of TI2002 as a whole. TI2002 reserves the right to close, remove or require changes in any exhibit or to remove any of Exhibitor's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to TI2002, other exhibitors, Crowne Plaza hotel, or the public. If Exhibitor or its representatives fail to observe the terms and conditions of this Contract or, in the opinion of TI2002, conduct themselves unethically or detrimentally to TI2002, Exhibitor may be dismissed from TI2002 without refund or other appeal.
- 11. **RIGHT OF ENTRY AND INSPECTION** TI2002 or its designee shall retain the right and unfettered discretion at any time to enter the leased area occupied by Exhibitor and to inspect any material distributed or made available in the leased area.
- 12. **CARE OF PREMISES** Exhibitor shall not paste, nail or otherwise affix any exhibit, sign or other materials, to walls, doors, or other surfaces in a way that marks or defaces the premises or booth equipment and furnishings. Exhibitor shall return the premises in as good condition as they were received. Exhibitor shall be liable for any damage caused by its failure to adhere to this provision. Booth side wall construction, if used, must be limited to a height of four (4) feet within a distance of six (6) feet in from the aisle or may taper diagonally from eight (8) feet at the back wall to floor level at the aisle. No portion of a back wall shall be higher than eight (8) feet. Raw wood, cardboard or similar materials for wings must be covered or painted if they are visible in adjacent booths. TI2002 reserves the right to approve all booth and display constructions.
- 13. **CONDITION OF PREMISES** The premises are licensed on an "as is" basis. TI2002 shall not be liable for preexisting conditions of the premises or for conditions arising during the period of the license. Anyone visiting, viewing or otherwise participating in Exhibitor's exhibit is deemed to be the invitee or licensee of Exhibitor while so visiting, viewing or otherwise participating in Exhibitor's exhibit. TI2002 assumes no liability whatsoever for anyone visiting, viewing or otherwise participating in Exhibitor's exhibit.
- 14. **EXHIBITOR BADGES** Exhibitor personnel must wear identification badges while on the exhibit floor.

- 15. **SOUVINEERS AND SAMPLES** Distribution of souvenirs and samples is permitted provided there is no interference with other exhibits. TI2002 at its sole discretion may withhold or withdraw permission to distribute souvenirs, advertising or any other material it considers objectionable.
- 16. **SOUND** Use of headsets is recommended. If open speakers are used amplification must not exceed 8 db above existing noise level as measured in neighboring booths. TI2002 at its sole discretion may withhold or withdraw permission of Exhibitor to use objectionable sound.
- 17. **VISUALS** TV monitors or video equipment may be used if not positioned to result in crowding aisles. Flashing or glaring light exhibits are not permitted. TI2002 at its sole discretion may withhold or withdraw permission of Exhibitor to use objectionable visuals or video equipment.
- 18. **NON-BLOCKING REGULATIONS** No part of the exhibit/display shall block off neighboring booths.
- 19. **CONTENT OF THE BOOTH** No illegal, objectionable or politically motivated contents shall be displayed or promoted or given away by the Exhibitor in the booth. No food items shall be catered or sold by the Exhibitor. TI2002 reserves the right to remove such objectionable items at Exhibitor's expense and liability. Based on the content of the booth, TI2002 also reserves the right to dismiss an Exhibitor from TI2002 without any refund or other appeal.
- 20. **AVAILABLE SERVICES** Crowne Plaza hotel will accept packages three (3) days prior to Exhibitor's exhibit. A fee of \$5.00 will be charged for every box. A fee of \$25.00 will be charged for every one hundred (100) pounds delivered. The hotel does not have a loading dock, so pallets are not accepted. Exhibitor must address the boxes to Catering Manager, Crowne Plaza hotel, 1221 Chess Drive, Foster City, CA 94404, USA and reference Tamil Internet 2002 and date of exhibit. TI2002 assumes no liability for any packages shipped by Exhibitor and held by Crowne Plaza hotel on behalf of the Exhibitor.
- 21. **UNION LABOR** Exhibitors are required to observe all union contracts in effect between TI2002, Crowne Plaza hotel and various labor organizations.
- 22. **AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS** Exhibitor agrees to comply with applicable ADA requirements and agrees to hold TI2002, its officers, directors, members, employees and agents harmless from and against all claims that may be brought against Exhibitor on the basis of Exhibitor's non-compliance with ADA requirements. Any Exhibitor personnel who may need special assistance or auxiliary aids pursuant to the ADA must express such need to TI2002 in writing at the time of submitting the Application.
- 23. **LIABILITY AND INSURANCE** Neither TI2002 nor Crowne Plaza hotel shall be liable for any damage, injury or loss to Exhibitor's properties, persons conducting or otherwise participating in the conduct of the exhibit, or invitees to Exhibitor's exhibit where such damage, injury or loss does not arise solely from the gross negligence or intentional misconduct of TI2002. Exhibitor shall indemnify TI2002 against, and hold it harmless from, any complaints, damages, or liabilities resulting from the negligence or conduct of Exhibitor, or its employees, agents or representatives, in connection with TI2002. Exhibitor shall name TI2002 as an Additional Insured and obtain a waiver of subrogation from any insurance carrier which carries fire, explosion, liability or any other risk covering Exhibitor's property and liability.
- 24. **OTHER RULES AND REGULATIONS** Exhibitor shall comply with all fire laws, electrical codes and all other applicable rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit. Exhibitor shall also comply with all reasonable requests of TI2002 and Corwne Plaza officials with respect to the installation, conduct and disassembly of its exhibit. TI2002 may issue further rules and regulations governing the exposition or use of the rental space from time to time. Exhibitor agrees to abide by all such rules and regulations, as issued by TI2002.
- 25. **LIMITATION OF LIABILITY** TI2002 shall in no event be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Exhibitor, whether in an action or in contract even if TI2002 has been advised of the possibility of such damages. TI2002's liability for damages hereunder shall in no event exceed the amount of fees paid by Exhibitor under this Contract.
- 26. **ASSIGNMENT** The rights granted by this Contract are personal in nature. Exhibitor shall not assign this Contract to any third party without the consent of TI2002. Exhibitors shall not sublet, assign, or apportion any part of the space contracted for herein, nor represent, advertise, distribute literature for, or otherwise promote the products or services of any other firm or individual except as approved in writing by TI2002. If an Exhibitor wants to share the booth space with another vendor, the Exhibitor must get the approval from TI2002 in writing. TI2002 may not approve more than two vendors to share a booth with an Exhibitor. Exhibitor assumes responsibility for full payment of the booth cost. TI2002 will not assume responsibility to collect the rents from the vendors with whom Exhibitor shares the booth space.
- 27. **AUTHORIZATION** By signing this contract you are authorizing TI2002 to provide contact information including your address, phone number, fax number and contact person to any service vendor contracted to conduct work at TI2002.
- 28. **GOVERNING LAW, JURISDICTION** This Contract, and all matters arising out of or relating to this Contract, shall be governed by the procedural and substantive laws of the state of California. Any legal action relating to this Agreement shall be instituted in a state or federal court in San Francisco or San Mateo County, California. The parties agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, these courts in any such legal proceeding.
- 29. **ENTIRE AGREEMENT** This Contract constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Contract may not be modified or amended except in writing signed by a duly authorized representative of each part.

Company/Representative (Please Print)	Authorized Signature	Date
TI2002 Representative (Please Print)	Authorized Signature	Date

Rental Rates

Platinum

♦ 20' x 10' booth

\$5,000 if payment is received by August 15, 2002 \$6,000 if payment is received after August 15, 2002

Exhibit hours:

Saturday, September 28, 2002 - 9:00 AM to 9:00 PM; Sunday, September 29, 2002 - 9:00 AM to 5:00 PM

- Two free registration to conference (includes lunch and coffee breaks)
- One free half hour slot per day for vendor presentations to conference attendees
- Premium position of booth in the pavilion
- ♦ Draped 8'-high side walls and 8'-high rear wall
- ♦ 120 volt outlet
- ♦ One free T1 internet connection
- ♦ Banner in the session room
- ♦ Session room named after the Exhibitor
- Company literature in the attendee bag
- Banner in the pavilion
- Exposure in the pre-show (flyers, barter ads, email campaign, radio spots, and web-banner)

Gold

♦ 10' x 10' booth

\$2,500 if payment is received by August 15, 2002 \$3,000 if payment is received after August 15, 2002

Exhibit hours:

Saturday, September 28, 2002 - 9:00 AM to 9:00 PM; Sunday, September 29, 2002 - 9:00 AM to 5:00 PM

- One free registration to conference (includes lunch and coffee breaks)
- ♦ Draped 8'-high side walls and 8'-high rear wall
- ♦ 120 volt outlet
- ♦ One free T1 internet connection
- Shared banner ad in the pavilion area

Silver

♦ 10' x 10' booth

\$1,000 if payment is received by August 15, 2002 \$1,200 if payment is received after August 15, 2002

Exhibit hours:

Saturday, September 28, 2002 - 9:00 AM to 5:00 PM; Sunday, September 29, 2002 - 9:00 AM to 5:00 PM

- ♦ Draped 8'-high side walls and 8'-high rear wall
- ♦ 120 volt outlet
- ♦ One free T1 internet connection

Table Top

♦ Table

\$500 if payment is received by August 15, 2002 \$600 if payment is received after August 15, 2002

Exhibit hours:

Saturday, September 28, 2002 - 9:00 AM to 9:00 PM; Sunday, September 29, 2002 - 9:00 AM to 5:00 PM

♦ 120 volt outlet

Exhibitor FAQs

1. Why should I exhibit at TI2002?

TI2002 is the premium Internet conference to promote development of Tamil in the Internet. There are approximately 25,000 Tamils and 130,000 people of Indian origin who live in the bay area, most of whom work in the hi-tech industry. The planned scope of the exhibition is beyond Tamil and covers all Indian languages. TI2002 will promote the conference and exhibition to a wider audience.

2. How many exhibitors in total will there be at the conference?

Platinum Exhibitors: 2 Gold Exhibitors: 10 Silver Exhibitors: 6 Table Tops: 5

3. What is the expected attendance?

We expect a minimum of 3000 attendees during the conference.

4. How many booth personnel are allowed?

TI2002 will allow 3 personnel per booth. Platinum exhibitors may have additional people to manage the booths. If the Exhibitor needs volunteers to manage the booths, TI2002 will make arrangements for volunteers. However, Exhibitors should compensate the volunteers directly for the time they spend to manage the booths. The number of volunteers required to man the booths must be notified to TI2002 on or before September 1, 2002.

- 5. Are the booth personnel allowed to attend the conference, events, breakfasts, lunches, or dinners?

 Platinum exhibitors, receive two free registrations for the conference, which includes lunches and coffee breaks. Gold exhibitors receive one free registration for the conference, which includes lunches and coffee breaks. Additional personnel must be registered separately and paid for. Silver and Tabletop exhibitors do not receive complementary registration.
- 6. What are the exhibit hours?

For Platinum, Gold and Tabletop exhibitors the hours are as follows:

Saturday, September 28, 2002 – 9:00 AM to 9:00 PM

Sunday, September 29, 2002 – 9:00 AM to 5:00 PM

For Silver exhibitors the hours are as follows:

Saturday, September 28, 2002 and Sunday, September 29, 2002 – 9:00 AM to 5:00 PM

7. How will attendee presence in the Exhibit Hall be encouraged?

Attendees and visitors to the conference will be given a Passport and will be encouraged to visit the booths and get a stamp from each exhibitor. There will be door prizes who visit all the booths.

8. Are there additional costs for exhibitors, beyond the booth?

Any costs associated with display materials, equipment, shipping and handling etc. must be paid for by the exhibitor directly. TI2002 assumes responsibility only for anything explicitly set forth in the contract.

9. Will there be 24-hour security?

Yes. TI2002 will hire qualified personnel to provide security during off-hours. However, TI2002 does not assume liability for your booth or its contents and suggest that you consider your own security needs.

10. Can I pick my own booth location?

No. TI2002 will assign the booth location. TI2002 will take into consideration requests from exhibitors in assigning the booth space.

11. Can I run my own exhibit floor or hotel-based promotion?

No. Any exhibit planned in the conference venue during September 27, 28 and 29, 2002 must be entered into contract with TI2002.