

2009 NEARMUG REGIONAL CONFERENCE

Sponsor and Exhibitor Application and Contract

The Northeast Area Region Meridian Users Group is pleased to invite you to be a part of the NEARMUG 2009 Regional Conference being held at the Mystic Marriott Hotel and Spa located in Groton, CT. The conference will be held April 5 - 8, 2009 with the Trade Show being held on Monday April 6 and Tuesday April 7. Specific Trade Show hours including hours of operation and setup/breakdown hours are specified under our Terms and Conditions.

NEARMUG Booth Pricing

\$1200/booth

(Must be purchased by March 15, 2009)

Company Information (please print/type)

Company Name: _____

Main Contact Name: _____

Main Contact Title: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____ FAX Number: _____

E-mail Address: _____

Company Website: _____

Type of Company: _____

(i.e. Authorized Distributor, Re-Seller, Peripheral Equipment, Software, Headsets, etc)

Are you a Nortel Authorized Partner? Yes No

Sponsorship

We will participate as a Conference Sponsor at the NEARMUG Regional Conference.

(Please check appropriate box):

- Platinum Sponsor \$TBD – call for Platinum opportunities
- Gold Sponsor \$5,000
- Silver Sponsor \$3,000
- Bronze Sponsor \$1,000
- Other Sponsor \$TBD – call for other opportunities and pricing

Associated Sponsorship Opportunity (if applicable): _____

Sponsor Fee Total \$ _____



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Exhibit/Booth Space

Exhibit Booths are 8' x 10' and include draping, a six foot draped table, two folding chairs and a 7' x 44" overhead company sign. **Two full-conference registrations** are also included with purchase of the each 8'x10' booth entitling you to attend workshops, events and other conference related activities with the exception of those events/workshops that require an additional fee.

Booths needed: **1 Booth** **2 Booths** **3 Booths**

NEARMUG 2009 will hold an "Exhibitor Giveaway Reception" on Tuesday immediately following the closing of the Trade Show. This reception is a prize drawing for our attendees. Exhibitors are encouraged, but not required, to participate in the Giveaway Reception and provide a prize for attendees. Winners of exhibitor prizes are pulled from business cards left in your "fish bowl." For more details, see the "Exhibitor Giveaway" section in the Terms and Conditions or call for more information.

PLEASE BE ADVISED – The booth fee is NON-REFUNDABLE AND IS NOT INCLUDED IN VENDOR SPONSORSHIP. Booth location and assignment will be determined at the discretion of the Conference Committee.

****Electric service and Internet service are not included with each booth price.** If you require an electrical outlet or Internet service for your booth, please consult the Electrical Service order form enclosed in the Exhibitor Services Manual which will be sent to you.

****Please note: All shipments must be processed through Phoenix Exposition. No Exceptions**

Exhibitor Fee Total (Number of Booths Needed: _____ X Booth Fee: \$1200) \$ _____
Plus Sponsor Fee Total (amount from Page 1) \$ _____
Total Amount Due \$ _____

Payment Information

Company or personal Check made payable to "NEARMUG." Checks should be mailed to:
NEARMUG 2009
Jill Adler, CMP
11 Dougal Lane
East Northport, NY 11731

Acceptance

We, the authorized representative of the undersigned company, on behalf of said company subscribe and agree to all terms, conditions, authorizations and covenants obtained in this Contract and the Terms and Conditions governing NEARMUG's 2009 Regional Conference.

Authorized Signature: _____ **Date:** _____

For more information including questions about exhibit space and sponsorship, please contact Jill Adler.
Phone: 631-368-2082 Fax: 631-368-2947 E-mail: Jill.Adler@meeting-matters.com



2009 NEARMUG REGIONAL CONFERENCE

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Terms and Conditions:

These Contract Terms and Conditions are part of NEARMUG's 2009 Regional Conference Application & Contract. By signing the Application & Contract, Exhibitor agrees to abide by these rules and regulations. After completing the Application & Contract, please forward these Terms and Conditions to the person(s) in charge of your exhibit at NEARMUG's 2009 Regional Conference.

1. NATURE OF EXHIBITION

NEARMUG's objective is to showcase products and services that support our members' business information technology strategies. Exhibitors include companies that offer products and services that complement Nortel offerings, such as: networking, IP telephony, security, wireless and mobile computing. No other conference related activities will be planned by NEARMUG's 2009 Regional Conference Committee during the times the Trade Show Floor is open. NEARMUG's Conference Committee will encourage Trade Show attendance to all registered for the conference before and during the conference.

2. ELIGIBILITY

The exhibit area is open to Exhibitors whose products and services are directly related to the voice, data, and information technology fields. NEARMUG reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of NEARMUG, compatible with the general character and objectives of NEARMUG. Application for space is not an assurance of eligibility. All applications are subject to review and NEARMUG reserves the right to refuse any application for any reason deemed appropriate by NEARMUG's Conference Committee. NEARMUG reserves the right to revoke membership or exhibit privileges based on intellectual property violations, unfair trade practices or other activities in the industry deemed illegal, unethical or contrary to the best interests of NEARMUG or its sponsors. NEARMUG reserves the right to remove, at Exhibitor expense, any merchandise deemed by the Conference Committee as not suitable for display at NEARMUG's 2009 Regional Conference. NEARMUG reserves the right to revoke a company's exhibit agreement should the company's products and/or services be considered ineligible by the terms listed above. A NEARMUG representative will confirm your booth registration after it has been processed and accepted.

3. EXHIBIT INFORMATION AND HOURS

* This schedule is tentative and subject to change.

Installation (Move-In)

Sunday April 5, 2009 3:00 p.m. – 9:00 p.m.

Monday April 6, 2009. 8:00 a.m. – 1:00 p.m.

Exhibit Hours

Monday April 6, 2009. 3:30 p.m. – 6:00 p.m.

Tuesday April 7, 2009 3:30 p.m. – 5:00 p.m.

Dismantle (Move-Out)

Tuesday April 7, 2009 5:00 p.m. – 9:00 p.m.

Exhibit Booths are 8' x 10' and include draping, a six foot draped table, two folding chairs and a 7" x 44" overhead one-line identification sign. Each 8'x10' booth will also receive **two (2) full-conference registrations** entitling you to attend workshops, events and other conference related activities with the exception of those events/workshops that require an additional fee. Additional registration passes may be purchased. All exhibits are to be kept intact until the closing of NEARMUG's Trade Show. No part of an exhibit shall be removed during the exposition without special permission from show management. All freight must be removed from the Facility/Hotel by 9:00 PM Tuesday April 7, 2009. If exhibits are not removed by this time, show management has the right to remove exhibits and charge the expense to the Exhibitor.

4. BOOTH RENTAL RATES AND PAYMENTS

Space will be charged at the rate of

- \$1,000 per booth for contracts received on or before November 28, 2008.
- \$1,200 per booth for contracts received on or before March 15, 2009.
- \$1,350 per booth for contracts received after March 15, 2009.

To confirm exhibit space, full payment must be enclosed with the Application and Contract. No space will be assigned without the appropriate payments accompanying the application. If any Exhibitor fails to perform any other terms or conditions of the contract, or fails to observe and abide by these Terms & Conditions, NEARMUG reserves the right to terminate the contract immediately without refund of any monies previously paid. No space or sponsorships will be assigned without full payment. Checks should be made payable to NEARMUG and should be mailed with the Application and Contract form for Exhibit Space and Sponsorships to:

NEARMUG
Jill Adler, CMP
11 Dougal Lane
East Northport, NY 11731.

5. CANCELLATIONS AND REFUNDS

Booth fees are not refundable. NEARMUG bases its fees and costs on actual expenses incurred for the conference as Exhibitor/Sponsor commitments are made. A written request for a *Sponsorship* refund must be postmarked or fax dated within 60 days prior to beginning of conference (February 4, 2009). All sponsorships after that day are expected to be honored and paid in full to NEARMUG. If space is reduced on the Trade show, Show Management will make allocations of space guided by requirements of individual exhibitors, and reserves the right to rearrange the floor plan and/or relocate any exhibit if deemed advisable in the best interest of the Show. If space is canceled by the Exhibitor, Show Management has the right to resell the space and retain all revenue collected. **ALL NOTICES OF CANCELLATION OR REDUCTION MUST BE RECEIVED IN WRITING.** NEARMUG, in the event of conflicts regarding space requests or conditions beyond its control, reserves the right to rearrange the floor plan. NEARMUG reserves the right to relocate any exhibit at any time. Any space not claimed and occupied for which no special arrangements have been made prior to 3:00 p.m., Monday (opening day of the show), may be resold or assigned by NEARMUG without obligation on the part of NEARMUG for any refund whatsoever.

6. BOOTH CONSTRUCTION/SHIPMENTS/ADDITIONAL SERVICES (ELECTRICAL, INTERNET, ETC)

Exhibitors will be bound by the booth construction rules, which will be included in the Exhibitor Services Manual. No cartons may be stored behind the booths as booths tend to be setup "back to back" with other booths. **Electrical service and internet access are not included in the cost of the booth.** You will receive an Exhibitor Services Manual once confirmation of your booth registration has been received providing you with details on how to order electric and internet services. The Exhibitor Services Manual will be emailed to the contact person provided by the exhibitor once confirmation of your booth registration has been accepted. **All shipments are to be processed through Phoenix Exposition. No exceptions.**

7. SPACE ALLOCATION PROCEDURE

Space on the Trade Show floor is determined at the sole discretion of the NEARMUG Conference Committee.



2009 NEARMUG REGIONAL CONFERENCE

Sponsor and Exhibitor Application & Contract

8. SUBLETTING OF EXHIBIT AND PROHIBITED USES

Exhibitors are prohibited from assigning or subletting a booth or any part of the space and/or sponsorships allotted to them. Nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials which are not part of their regular products and services, or which are not compatible with the character of NEARMUG, without a written request and approval from NEARMUG. NEARMUG reserves the right to terminate any portion of the exhibit that is not in accordance with these rules & regulations without prior approval.

9. INSURANCE AND LIABILITY

Neither NEARMUG, its members, officers, or representatives, nor the Conference Facility/Hotel, General Contractors representatives, or employees of either, will be responsible for any injury, loss, or damage that may occur to the Exhibitor or the Exhibitor's employees or property from any cause whatsoever, prior, during, or subsequent to the period covered by the exhibit contract. It is understood by the Exhibitor that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in many booths, and various other factors, make it reasonable that each Exhibitor shall assume the risk of any such injury, loss or damage. The Exhibitor, by signing the Application & Contract, thereby assumes such risk and expressly releases and agrees to indemnify NEARMUG and its members, officers, representatives, and employees from any and all claims for any such loss, damage, or injury. NEARMUG reserves the right to modify these Contract Terms and Conditions, or any part of them, if ordered to do so by an authorized Government official and NEARMUG shall not be liable to any Exhibitor for any loss or damage resulting from such modifications. Any security personnel either provided by NEARMUG or the hotel shall not be deemed to affect the non-liability of NEARMUG and its members, officers, representatives, and employees; the official service contractors; the Conference Facility/Hotel, its officers, representatives and employees; nor to modify in any way the assumption of risk and release provided for above. If insurance is desired, it must be placed by the Exhibitor. It is recommended that Exhibitors take precautionary measures of their own, such as the securing of small or easily portable articles of value and the removal of them to a place of safekeeping after exhibit hours. In the case that said premises shall be destroyed by fire or the elements or by any cause, or in the case of Government intervention regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable for NEARMUG to hold the show at the time and place provided in the Application & Contract, then and thereupon the contract shall terminate and the Exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the show, and there shall be no further liability on the part of either party. It is recommended that Exhibitors obtain adequate insurance coverage at their own expense for property loss or damage and liability for personal injury. If for any reason beyond NEARMUG's control, NEARMUG's 2009 Regional Conference must be cancelled, shortened, delayed or otherwise altered or otherwise changed, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of NEARMUG, its Conference Committee, our Certified Meeting Planner (Meeting Matters) or respective directors, officers, employees or agents of either. Exhibitor understands that it may lose all monies it has paid to NEARMUG for space in the exhibition, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc.

10. PROHIBITION OF SELLING PRODUCTS AND TAKING ORDERS FOR SHOW DELIVERY

NEARMUG provides exhibit space for Exhibitors to display and demonstrate products on the basis of their potential informational and commercial value, and not for the purpose of direct or on-site commerce. Sales transactions involving the exchange of products for payment FOR DELIVERY AT THE SHOW are prohibited. Sales transactions for payment for future orders/deliveries are acceptable.

11. USE OF SPACE – GENERAL

All marketing activities of each Exhibitor on the exhibit hall floor must be confined to the Exhibitor's allotted booth space. Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow free access in aisles. The Exhibit Hall should be viewed as a place of business; business casual attire is appropriate. Booth personnel must be modestly and appropriately clothed. If clarification is needed on a specific activity, please submit it to NEARMUG for approval.

12. USE OF NEARMUG NAME

NEARMUG belongs to the Northeast Area Region Members' Users Group, a region affiliated with the International Nortel Networks Users Association. Participation by an Exhibitor in NEARMUG's Trade Show does not entitle the Exhibitor to use such names other than with reference to the Exhibitor's participation as an Exhibitor. Participation in NEARMUG's 2009 Regional Conference does not imply endorsement or approval by NEARMUG of any product, service, or participant and none shall be claimed by any participant. In addition, all former names of the association are prohibited.

13. AUDIO VISUAL AND SOUND REGULATIONS

Audiovisual and other sound and attention getting devices and effects will be allowed by NEARMUG if the Exhibit Manager determines that they do not interfere with activities of neighboring exhibitors. Operational equipment demonstrated may not create noise levels objectionable to neighboring exhibitors.

14. PHOTOGRAPH AND TELEVISION COVERAGE

Arrangements for taking photographs and/or television coverage must be made with NEARMUG Conference Committee. All other activities are prohibited.

15. RAFFLES/GIVEAWAYS

All prize giveaway announcements will be conducted by NEARMUG Show Management. All other giveaways must be kept to the confines of each exhibitor's booth. It is the responsibility of the exhibitor to follow through with winners on in-booth prize giveaways. Future Exhibitor status may be penalized if false giveaways are promoted at NEARMUG. Please contact Show Management regarding all announcements.

16. EXHIBITOR GIVEAWAY RECEPTION

At the close of the Trade Show on Tuesday March 18, the conference holds an Exhibitor Giveaway Reception for all attendees. Participation in the Giveaway Reception is voluntary but highly encouraged. There is no requirement to participate and offer an attendee gift. Should you choose to participate, you are free to advertise your giveaway item(s) at your booth. Your giveaway will be given to a recipient selected from those business cards you collect. NEARMUG will work with you and your staff at the conference to coordinate a list of winners. In order to claim the Giveaway prize, attendees will provide an additional business card which will be given to you giving you documentation. NEARMUG stipulates an attendee can only receive one prize during the Giveaway reception which is why we receive a short list of winners from you. Prizes range from items directly related to the telecommunications industry to gift cards to electronic gifts (ex: digital cameras, Ipods, flat screen monitors, etc). The prize you provide is your decision, and is not in any way stipulated or determined by NEARMUG. The goal of the Giveaway Reception is to provide a greater opportunity for you, the Exhibitor, to receive more opportunities and to promote your organization while at the conference while giving added incentive for our attendees to attend the Trade Show. All prizes should be made available to the winner at the time of the drawing unless permission to give/ship the prize at a later date has been received from NEARMUG Conference Committee.



2009 NEARMUG REGIONAL CONFERENCE

Sponsor and Exhibitor Application & Contract

17. CONFLICTING EVENTS

Exhibitors are prohibited from scheduling private functions, cocktail parties, hospitality suites, special events or otherwise encourage absence of members, exhibitors or attendees during NEARMUG conference hours, or the hours of NEARMUG sponsored events.

18. AMERICANS WITH DISABILITIES ACT (ADA)

Exhibitors shall be responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act (ADA) and shall hold NEARMUG harmless from any consequences of exhibiting companies who fail in this regard.

19. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to NEARMUG that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify NEARMUG of any information of which the Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold NEARMUG, its agents, successors and assigns harmless from and against all losses, damages and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by Exhibitor of the trademarks, copyrights and other intellectual property rights of any third party. Notwithstanding the foregoing, NEARMUG shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of an Exhibitor.

20. GENERAL

All matters and questions not covered by the regulations are subject to the decision of the NEARMUG Conference Committee.

