

2009 Marketing Opportunities



Bringing Usability to Life

Making everyday things better

Sponsorship Opportunities

User Experience Magazine Advertising

International Conference Exhibit Space

Usability Professionals' Association

Promoting usability concepts and techniques worldwide

www.usabilityprofessionals.org

www.upa2009.org



Usability Professionals' Association

The Usability Professionals' Association supports usability specialists, people from all aspects of human-centered design, and the broad family of disciplines that create the user experience in promoting the design and development of usable products.

UPA is proud to report a positive growth trend in membership over the past five years. UPA has over 2,900 industry professionals worldwide, and over 44 local UPA chapters around the globe.

The Usability Professionals' Association looks forward to working with you in 2009 to benefit the user experience field.

UPA offers a premier opportunity for organizations such as yours to meet decision-makers in usability and increase the profile of your services.

Sponsorship Opportunities:

Choose from a wide variety of annual or conference-related options.

Have a creative idea? We want to hear it. Call us today.

Advertisements:

Reserve your space in *the User Experience Magazine*, the preeminent usability quarterly.

Maximize your visibility throughout 2009. Contact us to learn how you can benefit from special packages with extra benefits.

UPA GREEN efforts in 2009 see page 3!

Exhibit at the UPA 2009 International Conference in Portland, Oregon, USA:

Join us in June when all exhibitors receive at least one full conference registration and the chance to participate and network with **700+** industry professionals.



Year-Long Sponsorship Opportunities — Page 2

2009 International Conference Sponsorship Opportunities — Page 3

User Experience Magazine Advertising Opportunities — Page 5

2009 International Conference Exhibit Opportunities — Page 7

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Contact us Today...

Don't miss out on these powerful opportunities to increase your exposure. Contact us at +1.630.980.4997 or sponsors2009@usabilityprofessionals.org to secure your exhibit, advertisement and sponsorship.

Make a lasting impression! Year-Long Sponsorship Opportunities



Obtain year long UPA exposure by selecting either a packaged sponsor plan or qualify as an ala carte sponsor!

PACKAGE PLAN SPONSORS CHOOSE...

Do you know your company will benefit from supporting those who promote and advance the development of usable products and services? Be a 2009 Package Plan Sponsor by choosing one of the tiered options below!

Back by popular demand!

PLATINUM Sponsors - \$15,000+US
Please call Nicole Tafoya at +1-630-980-4997 to customize your Platinum Package!

GOLD Sponsors - \$10,000US

- Large logo on UPA & Conference '09 websites
- Three (3) complimentary conference registrations
- Three (3) UPA memberships

(+) Exclusive Sponsorship of one of the following:

- Four (4) full page, full color *User Experience* ads
- 2009 Journal of Usability Studies (JUS)
- 2009 Job Bank

(above available on first come, first served basis)

SILVER Sponsors - \$5,000US

- Medium logo on UPA & Conference '09 websites
- One (1) complimentary conference registration
- Two (2) UPA memberships

(+) Exclusive Sponsorship of one of the following:

- Two (2) full page, full color *User Experience* ads
- 2009 UPA Voice, bi-monthly online magazine
- 2009 Consultant's Directory

(above available on first come, first served basis)

BRONZE Sponsors - \$1,500US

- Small logo on UPA & Conference '09 websites
- One (1) UPA membership
- One (1) UPA Consultant's Directory listing

A LA CARTE SPONSORS CHOOSE...

Automatically become one of the following level sponsors by choosing any combination of UPA 2009 offerings. *(Conference or packaged sponsorship, or User Experience Advertising sales)*

Purchase options that combine to any of the following amounts/level:

GOLD Sponsors - \$10,000US

- All ala carte item benefits (see page 3)
- Large logo on UPA & Conference '09 websites

SILVER Sponsors - \$5,000US

- All ala carte item benefits (see page 3)
- Medium logo on UPA & Conference '09 websites

BRONZE Sponsors - \$1,500US

- Small logo on UPA & Conference '09 websites
- One (1) UPA membership
- One (1) UPA Consultant's Directory listing

THANK YOU 2008 SPONSORS!

Axure, Human Factors International, and iRise

Ovo Studios and Texas Tech University

UserZoom, Usability.ch, and Apogee

VKI Studios, Intuit, TechSmith, Eureka Software, FatDux, Mitsue-Links, Mad*Pow, Adage Usability, Blackbaud, and The Usability Team



Usability Professionals' Association
Promoting usability concepts and techniques worldwide



2009 International Conference Sponsorship Opportunities

Join over 800 industry professionals June 8-12, 2009 at the UPA International Conference in Portland, Oregon, USA at the Hilton Portland and Executive Tower.

- Build and maintain market awareness of your products and services.
- Support those who promote and advance the development of usable products and services.
- Reach out to those who act as advocates for usability and the user experience.

UPA proudly introduces the 2009 Sustainability Committee!

The role of the UPA 2009 Sustainability Committee is to help align the missions of Usability and Sustainability. Thoughtfully designed products and services can serve users as well as larger environmental ideals. We ask all who participate in the planning of our conference to make choices that reflect these goals.

Invited Speakers Sponsor

\$15,000US

- Vendor logos on UPA and conference websites
- Logos on all conference marketing collateral (*print & electronic*) including conference signage
- Opportunity for vendor to introduce Invited Speakers (*Speakers TBD*)
- 2009 Exhibit Booth Space (*w/two staff passes*)
- Two (2) complimentary 2009 full page UX advertisements
- Three (3) complimentary general conference registrations
- Three (3) complimentary UPA memberships

Reception Sponsor

\$10,000US

(negotiable-please call)

- Vendor logos on UPA and conference websites
- Vendor logos on all conference marketing collateral (*print & electronic*) including conference signage
- Exclusive vendor signage
- Two (2) complimentary 2009 full page UX advertisements
- Two (2) complimentary general conference registrations
- Two (2) complimentary UPA memberships

Hospitality Sponsor

\$5,000US

(negotiable-please call)

Vendor choices may include: wine tasting event, massage station, morning Yoga, or Portland Hospitality booth

- Vendor logos on UPA and conference websites
- Vendor logos on all conference marketing collateral (*print & electronic*)
- Exclusive soy-based vendor logo imprinted on all bags
- Complimentary registration tote insert

Recyclable Water Bottle

\$5,000US

HDPE, BPA free, recyclable bottle by Nalgene.

- Vendor logos on UPA and conference websites
- Vendor logos on all conference marketing collateral (*print & electronic*) including conference signage
- Exclusive soy-based vendor logo imprinted on all bottles

Wireless Internet Sponsor

\$15,000US

- Vendor logos on UPA and conference websites
- Logos on all conference marketing collateral (*print & electronic*)
- Vendor logo on user login instruction cards
- Exclusive vendor signage near work stations
- 2009 Exhibit Booth Space (*w/two staff passes*)
- Two (2) complimentary general conference registrations
- Three (3) complimentary UPA memberships

Proceedings Flash Drive Sponsor

\$7,500US

- Vendor logos on UPA and conference websites
- Logos on all conference marketing collateral (*print and electronic*) including conference signage
- Exclusive 15 second flash introduction designed by vendor to be added to each flash drive.

Solar Powered Pedometer

\$5,000US

Ever wonder how much you walk at conference? Now attendees can track every step!

- Vendor logos on UPA and conference websites
- Logos on all conference marketing collateral (*print and electronic*) including conference signage
- Exclusive soy-based vendor logo imprinted on all pedometers

Eco-Friendly Pen

\$2,500US

- Vendor logos on UPA and conference websites
- Vendor logos on all conference marketing collateral (*print & electronic*) including conference signage
- Exclusive soy-based vendor logo imprinted on all pens

Print Opportunities

\$500-\$1,500US

Conference Program Advertisements

\$1,500US

- Inside Back Cover full page ad

Registration Tote Insert

\$500US

Vendor is responsible for all printing and shipping costs.



2009 Sponsorship Contract

Company Information (to be listed in all event materials):

First Name: _____ Last Name: _____
 Title: _____
 Company: _____
 Mailing Address: _____
 City: _____ State/Province: _____ Zip/Postal Code: _____
 Country: _____ Phone: _____ Fax: _____
 Email: _____
 Website: _____

Conference Sponsorship Opportunities:

Please note that all sponsorship opportunities are available on a first come, first served basis. Please indicate selection(s) below. All prices are in USD.

- Invited Speakers \$15,000 Wireless Internet \$15,000 Thursday Night \$10,000
- Proceedings \$7,500 Hospitality Sponsor \$5,000 Nalgene Recyclable Water Bottle \$5,000
- Solar Powered Pedometer \$5,000 Eco Friendly Pens \$2,500 Conference Program (Inside Back Cover) \$1,500
- Registration Tote Insert \$500

Year long Sponsorship Opportunities- Please note that all sponsorship opportunities are available on a first come, first served basis. Please check your selection(s) below. All prices USD.

- \$15,000+ Platinum Sponsor \$10,000 Gold Sponsor \$5,000 Silver Sponsor \$1,500 Bronze Sponsor

Sponsor Package Options: (Please indicate your Package selections below)

TOTAL SPONSORSHIP DUE:

TOTAL DUE: \$ _____

Contract Acceptance & Payment Information:

A deposit of 50% of the total cost must accompany the completed signed contract (prior to March 1, 2009). Contracts submitted after March 1, 2009 must be accompanied with full payment. (PLEASE CLEARLY PRINT OR TYPE) Payment is non-refundable.

Payment Type: Check made payable to Usability Professionals' Association Visa Mastercard American Express

Credit Card #: _____ Expiration Date: _____

Card Security Code: _____

Name as it appears on the card: _____

Authorized Signature: _____

Name: _____

Title: _____

Signature: _____ Date: _____



User Experience Magazine 2009 Advertising Rate Sheet

The *UX Magazine* delivers reviewed articles on usability testing, lab design, user site studies, contextual inquiry, user interface design, and more. It focuses on practical information of immediate use to our membership.

As a membership publication targeted and delivered to all 2900 active UPA members worldwide, the target audience is the Usability Professional.

Advertisers may place ads on:

- usability testing
- consulting and other services
- work in user studies and interface design
- conference and workshop announcements
- book announcements
- products

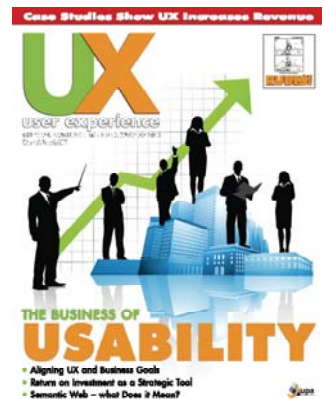
Advertising Rates

Cost per display ad (black and white) all prices are in USD

<u>Dimensions (w x h)</u>	<u>1x</u>	<u>2x</u>	<u>3x</u>
Back Cover 7.5" x 10"	\$1932	\$1545	\$1352
Inside Cover 7.5" x 10"	\$1449	\$1352	\$1014
Full Page 7.5" x 10"	\$ 966	\$ 772	\$ 676
Half Page 7.5" x 4.5"	\$ 676	\$ 538	\$ 476
Third Page 5" x 4.5"	\$ 483	\$ 386	\$ 318
Third Page 2.5" x 10"	\$ 483	\$ 386	\$ 318

Four-color: Add \$90 per display ad

Insert Ads: Add 25% per ad



Publication Schedule

<u>Issue</u>	<u>Reservations Due</u>	<u>Ads Due</u>	<u>Approximate Mail Date</u>
Feb 2009 (8.1)	December 19, 2008	January 9, 2009	February 16, 2009
May 2009 (8.2)	March 27, 2009	April 3, 2009	May 18, 2009
Aug 2009 (8.3)	June 26, 2009	July 3, 2009	August 17, 2009
Nov 2009 (8.4)	September 25, 2009	October 2, 2009	November 16, 2009

Specifications

Publication: 80# Gloss Cover, 60# Gloss Text. 8.5" x 11" Saddlestitch.

Ads: Ads must be black and white or 4-color. Cover ads can bleed.

Electronic Ads—PC Platform: All line art, logos, photos etc. must be supplied at a minimum of 300 dpi for acceptable print reproduction. **Files should be in saved in EPS, JPG, or TIF formats only.**



Usability Professionals' Association

User Experience Magazine 2009 Advertising Reservation Form

Advertiser:

Company Name: _____

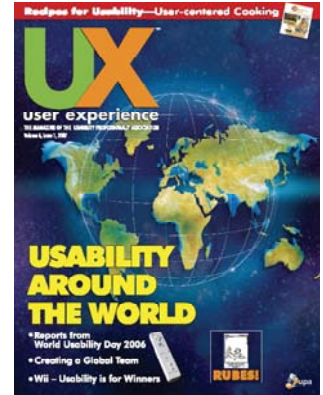
Contact Name: _____

Address: _____

City: _____ State/Prov.: _____ ZIP/PC: _____

Phone: _____ Fax: _____

Email: _____



Issue (check all that apply): 8.1 February '09 8.2 May '09 8.3 August '09 8.4 November '09

Ad size: Back cover Inside cover Full page Half page Third page

Ad specs: Vertical Horizontal 4-color B&W Insert Ad

Payment:

Amount: _____ (Payment in US currency only)

Check # _____ VISA MasterCard American Express

Card Number: _____ Exp. Date: _____

Card Security Code: _____

Cardholder's Name: _____

Cardholder's Signature: _____

Return form and payment to:

Usability Professionals' Association
140 N. Bloomingdale Road
Bloomingdale, IL 60108-1017 USA
Fax: +1.630.351.8490
Email: publications@usabilityprofessionals.org



Usability Professionals' Association
Promoting usability concepts and techniques worldwide



2009 International Conference Exhibit Space Portland, Oregon, USA

UPA 2009 International Conference will attract approximately **700** User Experience Professionals, specializing in:

- Usability Testing
- Interface/Interaction Design
- Information Architecture
- Web Development
- Task Analysis
- Card Sorting
- User Research
- Contextual Inquiry
- Market Research
- Satisfaction Surveying



Hilton Portland and Executive Tower
921 SW Sixth Avenue
Portland, Oregon, USA

UPA negotiated room rate: \$169+ tax. Call 1-800-HILTONS to book rooms.

2009 Booth Package -

\$1500

- 8' X 10' piped and draped booth space
- One 6' skirted table, two chairs and wastebasket
- One Vendor Exhibit/Meal Pass
- Vendor listing in the onsite program
- Booth Header Sign
- Vendor link on the UPA Conference website
- Post Conference Attendee Mailing List

Exhibit Hall Floor Plan

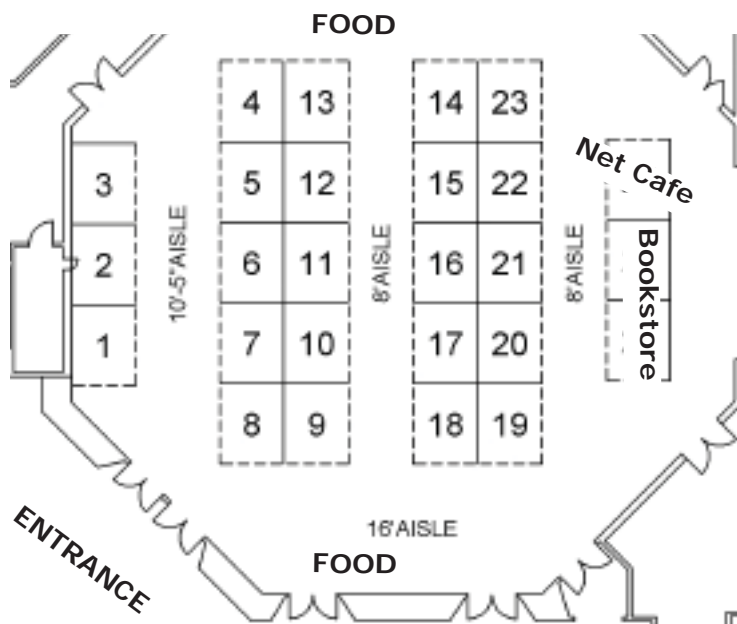


Exhibit Hall Schedule

Exhibit Set-up

Tuesday, June 9, 2009 12:00 pm- 2:00 pm
Attendees will not be allowed in either hall until 2 pm

Exhibit Hall Hours

Tuesday, June 9, 2009 2:00 pm – 7:00 pm
Wednesday, June 10, 2009 8:00 am – 7:00 pm
Thursday, June 11, 2009 8:00 am – 5:00 pm

Exhibit Tear-down

Thursday, June 11, 2009 5:00 pm – 7:00 pm

Early Bird Reminder

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To get your preferred exhibit booth location at the conference, reserve your exhibit space as early as possible. The order of your booth selection will be determined by the date of your paid registration. *The earlier you sign up, the more options you will have!*



2009 UPA International Conference

Booth Contract

June 8-12, 2009 / Hilton Portland and Executive Tower / Portland, Oregon, USA

Company Information (to be listed in all event materials) :

First Name: _____ Last Name: _____
 Title: _____
 Company: _____
 Mailing Address: _____
 City: _____ State/Province: _____ Zip/Postal Code: _____
 Country: _____ Phone: _____
 Fax: _____ Email: _____
 Website: _____

Please email UPA headquarters a brief company description (products & services). Show management reserves the right to edit copy as needed. (This description will be included in the on-site conference program) Please send to office@usabilityprofessionals.org.

Booth Preferences:

Requests cannot be guaranteed, however Show Management will make every effort to accommodate your preferences. Please list your preferred locations (specify booth numbers).

1st _____ 2nd _____ 3rd _____

Names of companies you do not want to be next to or directly across from: _____

Names of companies you want in close proximity: _____

Number of booth spaces: _____

PRICING AND TOTALS

- \$1500 Exhibitor Booth Space *(please specify how many booths)* \$ _____
- \$375 Conference Sessions Pass *(admit 1 each)* \$ _____
- \$375 Add'l Meal Package *(each)* \$ _____

GRAND TOTAL: \$ _____

Contract Acceptance & Payment Information:

Standard exhibit fees are \$1,500 (USD) per 8' X 10' booth with an additional fee of \$375/person for those wishing to attend the conference sessions. A deposit of 50% of the total cost must accompany the completed signed contract in order for your space to be reserved. Contracts submitted after April 15, 2009 must be accompanied with full payment. *(PLEASE CLEARLY PRINT OR TYPE)*

Payment Type: Check made payable to Usability Professionals' Association Visa Mastercard American Express

Credit Card #: _____ Card Security Code: _____ Expiration Date: _____

Cardholder's Name: _____

Cardholder's Signature: _____

Please read the Rules/Regulations prior to signing this contract. We hereby apply for exhibit space for our exclusive use during the UPA Conference, June 8-12, 2009, in Portland, Oregon, USA at the Hilton Portland and Executive Tower Hotel. We understand that 50% of the balance due accompanies this contract, and that the balance is due in full by April 15, 2009. It is understood that all persons staffing our exhibit must wear their name badge when they are in the Exhibit area. We agree to abide by all terms printed in this contract and the Rules & Regulations. We further acknowledge that Show Management reserves the right to reject this Contract.

Name: _____

Title: _____

Signature: _____ Date: _____

Please submit completed forms with payment to:
Nicole Tafoya at UPA Headquarters: 140 N. Bloomingdale Road, Bloomingdale, IL 60108-1017
*** Fax: +1.630.351.8490 * Email: sponsors2009@usabilityprofessionals.org**



2009 UPA International Conference Exhibitor Contract Conditions/Rules and Regulations

June 8-12, 2009 / Portland Hilton / Portland, Oregon, USA

All Exhibitors displaying at the 2009 UPA International Conference to be held June 8-12, 2009, at the Portland Hilton and Executive Tower, are required to execute the Contract for Exhibit Space and subscribe to the following official Contract Conditions Rules & Regulations. UPA reserves the right to change and modify the Contract Conditions Rules & Regulations at any time.

1. Official Show Management

UPA Headquarters staff will orchestrate management of the 2009 UPA International Conference, acting as a liaison between the UPA Board of Directors and Committees and the exhibitors and all official show contractors. Hereafter UPA Headquarters staff shall be known as Show Management. If you have any questions about your exhibit booth space, contact Show Management directly at:

UPA Headquarters
140 N. Bloomingdale Road
Bloomingdale, IL 60108-1017
Ph: +1-630-980-4997
Fax: +1-630-351-8490
E-mail: office@usabilityprofessionals.org

2. Eligibility

Show Management reserves the right to determine the eligibility of any company for inclusion in the 2009 UPA International Conference and to prohibit a company from conducting and maintaining an exhibit.

Show Management reserves the right to expel and eject any exhibitor for conduct detrimental to the 2009 UPA International Conference, in its sole judgment, whose decision shall be binding upon the exhibitor. Likewise, Show Management shall have the right to levy fines against exhibitors who violate the rules and regulations outlined below in a monetary sum up to \$2,500 and reserve the right to eject the exhibitor in addition to the assessment of a fine.

3. Exhibit Fees

Exhibit space will be rented at the rate of \$1,500 (USD) per single booth space, all booth spaces are 8' x 10'. This rate includes a 7" x 44" booth identification sign and pipe and drape for inline and perimeter booths. The exhibit hall is carpeted.

4. Payment Schedule

All funds are payable in US dollars to Usability Professionals' Association. 50% of the total booth fee is due with the signed Contract for Exhibit Space. All space must be paid for in full by April 15, 2009. Contract for Exhibit Space submitted after April 15, 2009 must be accompanied by full payment of exhibit space fees.

5. Cancellation or Reduction of Exhibit Space

Exhibitors desiring to cancel or reduce their requested space after having submitted a signed Contract for Exhibit Space and the required booth fee, must do so in writing on company letterhead via certified mail, return receipt requested (see Section #1 for Show Management address). If the exhibitor cancels on or before May 15, 2009, the exhibitor will incur an administrative fee of \$300. If the exhibitor cancels or reduces after May 15, 2009, the exhibitor will NOT RECEIVE A REFUND. UPA will be entitled to all monies paid

and owed as liquidated damages. Companies that cancel will lose all privileges designated for exhibiting companies. No-shows and any exhibit space not installed by 2:00 p.m. on Tuesday, June 9, 2009 will be treated as cancellations. There will be absolutely no refunds and all space contracted for must be paid in full.

Show Management may cancel this Contract for Exhibit Space, upon reasonable cause, or upon the happening of events beyond its control, which makes performance impossible or illegal or unless, upon written notice to the exhibitor by an authorized agent, employee, or member of Show Management. Show Management reserves the right to alter, reduce, or redistribute allocated space upon reasonable cause, or upon events beyond its control, which makes performance impossible or illegal or unless, upon written notice to the exhibitor by an authorized agent, employee, or member of Show Management. In the event of such cancellation or reduction, Show Management agrees to negotiate in good faith toward refund, reduction or alternate application of the sums by the exhibitor as rental fees.

6. Assignment of Space

Space will not be assigned without appropriate booth payment. Space will be assigned on a "first-in, first-served" basis. Whenever possible, Show Management intends to make space assignments in keeping with the exhibitor's preferences. Show Management however, reserves the right to make final determination of all space assignments in the best interest of the Conference. If space is not available, a waiting list will be developed in the order of the date of receipt by Show Management of each completed Contract for Exhibit Space. Show Management will refund all monies received with Contract for Exhibit Space to any applicant for whom space is not available.

7. Subletting of Space

Exhibitors may not assign, sublet, or share their exhibit space with another business unless approved by Show Management in writing. Exhibitors must show goods manufactured by them or in which they deal in their regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such an article shall be limited to the usual and regular nameplates, imprint or trademark under which the same in sold in the general course of business.

8. Installation and Dismantling

Exhibits will have reasonable time to erect and dismantle their exhibits which will be specified in the Exhibitor Service Manual which will be made available to exhibitors 90 days prior to show opening. Exhibitors may use Exhibitor Appointed Contractors (EACs) for installation and dismantling of their display. EACs are required to abide by all Contract Conditions/Rules and Regulations outlined in this document in addition to all EAC guidelines published in the manual. After the cut off time published in the manual, any exhibits not set up may be set up at the sole cost of the exhibitor at the sole discretion of Show Management. In the best interest of the Expo, Show Management reserves the right to reassign any un-set exhibit space. Deliveries will be limited to the set-up time; deliveries will not be permitted during Expo hours unless approved by Show Management. No exhibitor shall begin dismantling their exhibit prior to 5:00 pm on June 11, 2009.

9. Children in the Exhibit Hall

Children under the age of 16 must be accompanied by an adult and will not be permitted on the show floor during move-in and move-out times.

10. Photography in the Exhibit Hall

Picture taking other than by official Show Management photographer will not be permitted during set-up, dismantle, exhibition hours and non-exhibition hours. Only the exhibitor may grant permission to have their exhibit and/or products photographed.

11. Exhibitor's Authorized Representative

Each exhibition must have at least one person to be its representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible, and Exhibitor assumes responsibility for such representative being in attendance throughout all exhibition periods. Exhibitors and all their representatives will be required to wear badges throughout the exhibition. Exhibitors should be conservatively dressed in business or business casual attire throughout the exhibition. Each Exhibitor will furnish Show Management with the names of its representatives no later than May 1, 2009. This Contract for Exhibit Space will be binding on the exhibitor's successors.

12. Exhibitor Services Manual

The 2009 UPA International Conference Exhibitor Services Manual will be mailed to the contact name provided by the exhibitor who will be in charge of the Exhibitor's booth, approximately 60 days prior to show opening. Show Management will select certain firms as official contractors for Exhibitor services. These contractors will be selected on the basis of proper rates for their services and their ability to meet Exhibitor requirements. The manual will contain their names and information pertaining to their services and order forms for all services.

13. Sales, Soliciting, Samples, Costumes and Giveaways

Exhibitors shall not solicit business in aisles or in booths other than their own. Exhibitor's representatives wearing distinctive costumes or uniforms or carrying signs or banners separately or as part of their apparel may only appear in their own booths. Samples, catalogs, pamphlets, publications, etc., may be distributed by Exhibitors only from within their own booths. Show Management reserves the right to exclude any giveaways or samples during the week of the 2009 UPA International Conference. Robots or mechanical apparatus are prohibited from being used outside of each Exhibitor's own booth. Show Management reserves the right to restrict any giveaways from the show floor that are in bad taste or are considered offensive. If Exhibitors wish to distribute food samples from their booths, they must obtain pre-approval from Show Management. Show Management provides display space for companies to exhibit and demonstrate products and services based upon their potential informational and commercial value, and not for the purpose of selling on the exhibit floor.

14. Promotion or Sales Schemes

Canvassing or attempting to make sales in the Exhibit Hall by anyone representing or connected with a non-exhibitor is strictly prohibited and any person doing so will be promptly ejected. Exhibitors agree



that they will not exhibit or display equipment and/or products and services in any location, besides their own space in the Exhibit Hall, during the 2009 UPA International Conference.

15. Entertainment During Convention Hours

Exhibitors expressly agree not to hold any activity that creates a material adverse affect on attendance during the 2009 UPA International Conference hours. If clarification is needed on any specific activity, please submit to Show Management in advance for approval.

16. Sound Devices

The use of sound devices for mechanical reproduction of sound or music shall not be permitted unless approved by Show Management in writing. Music, whether mechanical, vocal or instrumental, shall not be permitted in the exhibit hall except in those times specified by Show Management. In general, the employment of any method to project sound beyond the confines of any exhibitor's booth is prohibited. Exhibitors must comply with all applicable copyright restrictions. Exhibitors must police their own booths to ensure noise levels from demonstrations, machinery, music or any noise device do not disturb neighboring Exhibitors. Please note: Exhibitors whose demonstrations, machinery, music or any noise device reaches above a level of 80 dba will be required to turn down noise device or limit the use of device. After initial warning regarding booth noise, Show Management reserves the right to levy a maximum fine of \$250. After a third warning, Show Management reserves the right to disconnect or remove the noise-making device.

17. Lighting

Show Management may restrict the use of irregular lighting effects at its sole discretion.

18. Alcoholic Beverages

The serving of alcoholic beverages by Exhibitors in any part of the exhibit area is strictly prohibited unless approved by Show Management.

19. Care of Building and Compliance with Local Ordinances

All display or exhibit materials and equipment must be reasonably located and fire-proofed to prevent fire hazards and personal accidents to spectators, Exhibitors and Attendees or any personnel in the exhibit hall. Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floor, walls or columns, or to standard booth equipment or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesives or any other coating to the building columns, floor or standard booth equipment.

Licenses and permits required by local statute, ordinance or regulation (if any) are to be obtained and paid for by the Exhibitor. Typically, licenses and permits are not required by exhibitors unless they are constructing two story booths, exhibiting heat producing devices or other unusual promotions. Each Exhibitor will be individually responsible for compliance with local health, fire, labor laws and safety ordinances and regulations. Show Management has no further responsibility than to notify the exhibitors that this compliance is required. All products or services exhibited must comply with all state and local regulations, and with all current FDA regulations, if required. Each exhibitor must abide by all of the facility rules and regulations of the Portland

Hilton and Executive Tower. A detailed list of all rules and regulations will be included in the Exhibitor Services Manual, made available to exhibitors 90 days prior to the show opening. The Portland Hilton and Executive Tower Hotel has reserved the right to update, change, or amend their rules and regulations after publication of the Exhibitor Services Manual.

20. Americans with Disabilities Act (ADA)

Each Exhibitor shall be responsible for compliance with all applicable provisions of the Americans with Disabilities Act within its booth and assigned exhibit space, including, but not limited to, wheelchair access provisions. Exhibitors shall indemnify, hold harmless and defend Show Management, its officers, directors, agents, members and employees from and against any claims, liabilities, losses, damages, and expenses (including attorney's fees and expenses) resulting from or arising out of the exhibitor's failure to comply with the provisions of the ADA. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

ADA

Civil Rights Division
Disability Rights Section - NYAV
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530
Ph: +1-800-514-0301
Fax: +1-202-307-1198
<http://www.ada.gov/>

21. Liability

Show Management, its employees, volunteers, staff, agents, nor the Portland Hilton, nor its representatives and employees are responsible for any injury, loss or damage that may occur to the Exhibitor, or to the Exhibitor's employees, visitors or anyone on the show floor, or property from any cause prior to, during or subsequent to the period covered by the Contract for Exhibit Space. The Exhibitor signing the Contract for Exhibit Space expressly releases all of the aforesaid from, and agrees to indemnify and hold harmless them against any and all claims for such loss, damage and injury. It is the Exhibitor's sole responsibility to take all precautions necessary to prevent injury to persons and property as a result of their exhibit. Exhibitor shall assume all costs arising from the use of trademarked, patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the exhibition. Exhibitor is responsible for all damage to the hall, floors, walls or columns or to the standard booth equipment or to another exhibitor's property. Any action arising out of the Contract for Exhibit Space or the UPA International Conference must be brought in DuPage County, IL, USA, and governed by the law of that locale, exclusive of the choice laws of any jurisdiction, and the Exhibitor consents to the jurisdiction of such courts.

22. Unforeseen Situations

If for any reason beyond Show Management's control, the 2009 UPA International Conference must be cancelled, shortened, delayed or otherwise changed, exhibitor understands and agrees that all losses and damages which it may suffer as a result thereof are its responsibility and not that of Show Management's directors, officers, employees or agents. Exhibitor understands that it may lose all monies it has paid to the UPA International Conference for space in the Expo, as well as other costs and expenses it has

incurred, including travel to the show, setup, lodging, freight, employee wages, etc.

Exhibitor agrees to indemnify and hold harmless the Show Management from any and all loss which the exhibitor may suffer as a result of changes to Expo caused in whole or in part by any reason outside the Show Management's control and releases Show Management, its directors, officers, and employees and/or agents from any and all claims, including but not limited to lost profits, out of pocket costs and consequential damages.

23. Guard Service

Every reasonable precaution will be taken to protect property during installation, show and removal period. Neither Show Management, their employees, agents, representatives, the management service contractors nor the Portland Hilton and Executive Tower Hotel, their employees, agents, representatives, are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other cause.

24. Exhibitor's Use of Space

In compliance with this Contract for Exhibit Space, the Exhibitor agrees not to assign, sublet or apportion space, or any part thereof allotted to it, without prior written consent of the Show Management. Further, the Exhibitor agrees not to exhibit, advertise, or offer for sale goods other than manufactured or sold by it in the regular course of business. No Exhibitor may display his products or conduct business for his company outside the confines of his assigned booth space in the Exhibit Hall. Exhibitors who violate this rule will be penalized in the following manner: Initial Infraction: Written warning and potential exhibit removal by the end of the business day. Removal of exhibit is subject to the discretion and sole judgment of Show Management, whose decision is final and binding. Second Infraction: If an Exhibitor is found to be in continual violation of this rule, Exhibitor will be fined the amount equivalent to an 8' x 10' space. All fines must be paid in full before a booth assignment will be made for the next year's show. The use of materials in any form and/or equipment of non-exhibiting companies is prohibited.

25. General

Show Management reserves the right to restrict exhibits which become objectionable or unsafe in their opinion. This includes persons, things, conduct, printed materials or anything of a character which is objectionable. All matters and questions not covered by these Contract Conditions/Rules and Regulations are subject to the decision of Show Management. These Contract Conditions/Rules and Regulations may be amended by Show Management from time to time and the amendments shall take effect upon publication and notice to the Exhibitors.

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