

Usability Professionals' Association 8th Annual Conference
Application and Contract for Product and Service Exhibit Space
The Phoenician Hotel, Scottsdale, AZ

We, _____ hereby apply for exhibit space for our exclusive use during the Usability Professionals' Association Exhibit Program at the Phoenician Hotel, Scottsdale, AZ on June 30th (evening) and July 1-2, 1998. Our check for the full amount will accompany this application. It is understood that all persons staffing out exhibit space must wear their badge in the Exhibit area at all times. Exhibit space fees DO NOT include conference registration.

The exhibit space fee is:

\$595.00 each space if application and payment is received by May 15th, 1999.

\$650.00 each space if application and payment are received after May 15th.

The rules and regulations on the reverse side of this page are hereby incorporated in and made a part of this contract, and shall be binding on the parties hereto. We, the contracting Exhibitor, assume entire responsibility and hereby agree to protect, indemnify, and defend and save Usability Professionals' Association, Phoenician Hotel, and their employees and agents harmless 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 exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of Phoenician Hotel, its employees and agents. In addition, Exhibitor acknowledges that UPA and Phoenician Hotel do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption, theft and property damage insurance covering such losses by Exhibitor.

Signature _____ Title _____ Date _____.

UPA Signature _____ Title _____ Date _____.

Identification Sign & Directory Information

Please provide the following information for your Exhibit Space sign EXACTLY as desired. TYPE OR PRINT.

Company _____ City _____ State _____.

I plan to bring displays or additional equipment to be used as part of the exhibit. Following is a description of the additional items:

Remittance Information

We are reserving _____ exhibit space(s)
at the fee of \$ 595 (before May 15th) / \$650 (after May 15th) each.
Our check in the amount of \$ _____ is enclosed.
Please note: Exhibit fees DO NOT include conference registration fees or
telecommunication costs.

FOR OFFICE USE ONLY

Received on _____ Amount \$ _____.

Check # _____.

Confirm to

Company _____

Name/Title _____

Address _____

City _____ State _____ Zip _____

Telephone (____) _____.

Fax (____) _____.

Usability Professionals' Association 8th Annual Conference
Exhibit Program - June 30 (evening), July 1 - 2, 1999
6:00 p.m. – 9:00 p.m. June 30th, 8:00 a.m. - 5:00 p.m. July 1st and 2nd
The Phoenician Hotel, Scottsdale, AZ

RULES AND REGULATIONS FOR EXHIBIT SPACE

1. Each exhibit space will be 10' x 10'. It will include pipe and drape, a 6' skirted table, and two chairs. Extra table and chairs will be provided by the hotel upon request.
2. A larger exhibit space may be achieved by purchasing more than one adjoining exhibit space.
3. Contracting for exhibit space binds exhibitor to all exhibit space rules and regulations.
4. Shipments of displays and/or other equipment for the exhibit will be handled through GES Exposition Services. Upon receipt of exhibit registration, each exhibitor will receive an exhibit confirmation package to include shipment information from GES.
5. Electricity, phone lines, and audio/visual equipment will be made available upon request at an additional fee. The enclosed "Exhibitor's Audio/Visual Order Form" lists all products and pricing. All requests and payments should be handled directly with The Phoenician hotel.
6. All displays and equipment need to fit within the designated 10' x 10' display space.
7. No alcoholic refreshments or entertainment of any kind will be permitted.
8. Access to the exhibit area is by displayed (worn) registration or exhibitor badge.
9. Exhibitors will have access to their Exhibit Space beginning at 1:00 PM on June 30th for set-up purposes only. Exhibitor setup must be completed by 6PM, prior to the 6:30PM Opening Reception. Exhibitors must remove all product and materials from the exhibitor area by 9:00 p.m. on July 2nd. Anything and everything left in the exhibit area after 9:00 p.m. on July 2nd will be discarded by the hotel.
10. Exhibit space assignments are on a first-come, first-served basis, based on space availability and when payment is made in full.
11. A security guard will be assigned exclusively to the exhibits whenever the exhibit area is closed. However, any loss or damage to exhibitors' property shall be the sole responsibility of exhibitor.
12. Irregular advertising - The exhibit is limited to those persons, firms, and corporations which have contracted for exhibit space in the Exhibit facility. Promotions are limited to the assigned exhibit space. No other persons, firms, or corporations will be permitted to demonstrate products, solicit orders, or distribute advertising matter in the Exhibit facility.
13. Assignment and Use by Others - No Exhibitor may assign its contract for exhibit space to another, or permit any other person, firm, or company to use any part of such space.
14. Failure to Hold Conference or Provide Space - Should the Association fail to hold its conference as herein provided, or to furnish to Exhibitor the space herein described, it shall promptly refund to Exhibitor all sums paid hereunder, and such refund shall be accepted by Exhibitor in full settlement of all loss or damage suffered by Exhibitor.
15. Rejection of Exhibits - The Association reserves the right to reject or prohibit any exhibit, proposed exhibit, or part thereof, including without limitation, any person, article, conduct, printed matter, catalog or souvenir that, in the opinion of the Association, is not suitable to or in keeping with the Character of the Exhibit.
16. Substitution of Space - If, for any cause or condition beyond the control of the Association, the space assigned to Exhibitor becomes unavailable, Exhibitor hereby authorizes Association to assign to Exhibitor, in lieu of the space described herein, such space, regardless of size or location in such other building or location as Association may be able to procure for the holding of such exhibition, regardless of the location thereof. Exhibitor shall use and occupy such substituted space at the same rent and under the same terms and conditions as are set forth in this contract, and Association shall not be liable to Exhibitor for any loss or damage suffered by Exhibitor by reason of such unavoidable postponement and relocation of the exhibitor.
17. No music of any kind may be broadcast from the exhibit area, unless arrangements have been made by the exhibitor with ASCAP and BMI, and the Association provided copies of any such agreements prior to May 26, 1999.

The Usability Professionals' Association reserves the right to request anyone who fails to follow these regulations to immediately bring their exhibit space into compliance or face cancellation of this contract. Fees will not be refunded.

WHEN COMPLETED, PLEASE RETURN THIS FORM, ALONG WITH PAYMENT, TO:

UPA Conference Office
c/o: Prestige Accommodations
1518 Brookhollow Drive, #23
Santa Ana, CA 92705
Phone (800) 321-6338, Fax (714) 957-9112
Attn: Cara Marlin