



EXHIBIT SPACE APPLICATION

COMMON Directions 2009 / COMMON Focus 2009

Hyatt Regency Indianapolis • September 14 - 17, 2009 • Indianapolis, IN
Exposition on September 15, 2009

Instructions:

Type or print this application. Complete all sections. **Sign and return this original, two-sided application including payment. Checks should be made payable to COMMON - A Users Group.**

Mail to:

COMMON - A Users Group
52110 Eagle Way
Chicago, IL 60678-1521

Upon assignment of space by Show Management, a booth space confirmation will be mailed to you.

The key contact person will serve as your primary exhibitor contact and will receive the Exhibitor Updates and the Exhibitor Service Manual. Please list key contact information below.

Key contact person/Title _____

Key contact phone number _____ Key contact fax number _____

Key contact e-mail address _____

Firm name _____

Firm name continued _____

Street address _____

City/State/ZIP _____

Phone number _____ Toll-free number _____

Fax number _____

E-mail address _____

Web address _____

Exhibitors are listed alphabetically by firm name. Please indicate under which letter of the alphabet you wish your firm name to appear: ____.

Is this your first time exhibiting with COMMON? YES NO

Has your company exhibited previously under a different name with COMMON? YES NO

If YES, list previous company name: _____

1. Exhibit Space Rental

Choose one:

ELITE Exhibitors pay: \$1,100.00 to display, plus a \$1,250 annual Elite fee and \$495 annual COMMON membership dues.*

Corporate Exhibitors pay: \$1,200 to display, plus a \$495 annual COMMON membership dues.*

General Exhibitors: \$1,500 to display.

* All COMMON Corporate Memberships are annual and are valid January through December. Memberships cannot be prorated.

2. Location Preferences: _____

We prefer not to be next to: _____

An online exhibit space lottery will take place on May 20, 2009. You will be contacted two weeks prior to the lottery to confirm your participation. We will also provide you with important lottery point information at that time.

3. Calculate Payment

On or after June 24, 2009, submit application with total amount.

Exhibitor Type:

ELITE Corporate General

Total amount \$

4. Method of Payment

Exhibitors must provide a valid credit card to reserve booth space. If you would like to charge your booth payment to this credit card, please indicate the amount authorized: \$ _____

Check American Express MasterCard
 Visa Discover Diners Club

Card number _____ Exp. _____ Verification code on card _____

Signature _____ Name on card _____

Credit card billing address (if different than at left) _____

City/State or Province _____ ZIP/Postal code _____ Country _____

The card will be charged in the event of nonpayment or cancellation after June 24, 2009.

5. Authorization

We agree to abide by all rules and regulations governing the exposition as printed on the reverse side hereof and which are part of this application and including the Code of Ethics governing COMMON. Acceptance of this application by Show Management constitutes a contract.

Date _____

Authorized signature _____

Title _____

Questions?

Contact: **Maria F. Madden**, Conference & Expo Manager

Phone: 800.777.6734, ext. 0238 or 312.279.0238

Fax: 312.279.0227

E-mail: maria_f_madden@common.org

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General Rules and Regulations

Exhibitors are required to abide by all COMMON rules, regulations, by-laws and the COMMON Code of Ethics, as well as the following Rules and Regulations.

1. Expo Product Clause:

No product offered in the COMMON Expo should offer an alternative to IBM-based central processing units (CPUs) or components within the central electronic complex housing that CPU. IBM-compatible products are allowed. Desirable Expo products include the following:

- A. Application software (order entry, accounts receivable, manufacturing, but not standalone PC applications such as word processors, spreadsheets, etc.)
- B. Systems management software (spool management, version control, job schedulers, etc.)
- C. Network management software (configuration management, network inventory management, etc.)
- D. Application development tools (application generators, CASE tools, repositories, editors, compilers, etc.)
- E. Peripheral devices (printers, workstations, radio frequency equipment, etc.)
- F. Education (self-study, classroom-based, CBTs, video, etc.)
- G. Periodicals/texts (periodicals serving the midrange market, texts relating to technical, managerial and professional subjects in the field of computing and data processing)
- H. Consulting (organizations offering services for application development, management consulting, mentoring or operations services used in the COMMON marketplace)

COMMON reserves the right to make the final determination of the appropriateness of a particular vendor's product or service. Vendors may request exceptions for their products or exhibits prior to the Expo by submitting a written request to COMMON Show Management. Products or services determined to be inappropriate will be removed from the Expo. Vendor exhibit staff may not sell, promote or otherwise discuss products or services which would be inappropriate for display at the Expo. Violation of the Expo guidelines can result in sanctions up to expulsion from the Expo and other COMMON activities.

2. Assignment of Space:

COMMON accepts for processing only those applications which are completed with all required information, and signed by an appropriate representative of the Exhibitor. A 50% deposit rental fee is due no later than May 20, 2009. Balance will be due before June 24, 2009. Payment must be made by company check or credit card (American Express, Visa, MasterCard, Discover or Diners Club).

Initial booth space assignments will be made on May 20, 2009. A lottery system will be used to determine the sequence for exhibit booth selection. After May 20, 2009, space will be determined on a first-received, first-considered basis. The preferences for booth space location are for guidance and are not guaranteed. COMMON does not represent that any space will be available to any applicant.

COMMON reserves the right to exercise sole discretion in the acceptance or refusal of applications. Refunds will be made in full to potential exhibitors whose applications to exhibit are rejected by COMMON.

3. Payment and Provision in Case of Default:

If any Exhibitor fails to pay, when due, any sum required by the Exhibit Space Application, or shall fail to observe or abide by these Rules and Regulations, COMMON reserves the right to terminate this contract immediately without refund or any monies previously paid.

4. Character of Exhibits:

COMMON reserves the right to prohibit an Exhibitor from conducting and maintaining an exhibit if, in the judgment of COMMON, said Exhibitor or exhibit, or proposed exhibit, shall in any respect be deemed unsuitable. This prohibition relates to persons, conduct, articles or merchandise, printed matter, souvenirs, catalogs and any other items, without limitation, which affect the character of the exhibit.

5. Cancellation of Exhibit Space Contract:

Cancellation of exhibit space or reduction of reserved booth space must be directed in writing to COMMON. Fees for booth space cancelled on or prior to June 17, 2009 will be refunded, less a \$200 service charge. No refunds will be made after June 17, 2009, and the Exhibitor's credit card will be charged. In case of fire, the elements, or any other causes beyond the control of COMMON which prevent holding the Expo, COMMON will refund all fees paid on a pro-rated basis after deducting any costs incurred, and is responsible for consequential costs or damages.

6. Subletting of Exhibit Space and Prohibited Uses:

Exhibitors may only exhibit, distribute literature or represent products and services in accordance with those detailed in the Exhibit Space Application and the Company Listing. Nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials which are not a part of their own regular products. Nor may they display products of manufacturers whom they represent solely for the duration of the Expo.

7. Fire Regulations:

All Exhibitors shall abide by all state or local fire regulations including but not limited to: storage and/or booth construction shall not block access to any fire/life safety equipment and shall not impede exit access, exit doors or aisles.

No liquefied petroleum gases (i.e. propane, butane, etc.) or filled aerosol cans are permitted in any public assembly facility in the host city.

8. Liability:

It is agreed that COMMON and the host facility, their officers, directors, employees and agents, shall not be liable to the Exhibitor for any loss or damage or injury to Exhibitor's property contained in the exhibit; or for injuries to Exhibitor's employees, agents, or other persons, no matter how sustained, from fire, theft, accident or other causes; provided, however, that such loss, damage, or injury did not result from the willful misconduct of COMMON or the host facility, their officers, directors, employees or agents. Exhibitor agrees to indemnify and hold harmless COMMON and the host facility against all claims arising out of or connected with Exhibitor's participation in this exhibit.

9. Security and Insurance:

Exhibitor is solely and fully responsible for its own exhibit material and should insure its exhibit against loss or damage from any cause whatsoever. All property of an exhibitor is understood to remain in its care, custody, and control in transit to or from or within the confines of the facility.

Exhibitors desiring to insure their exhibits, merchandise and display materials against theft, fire, etc., must do so at their own expense. It is suggested by COMMON that Exhibitors contact their insurance brokers, who can secure exhibit rider policies which will provide risk insurance covering all exhibit property while absent from home premises for exhibition purposes.

Exhibitors or their agents may not allow any article to be brought into the exhibition or any act done on or about the exhibit premises which will invalidate the insurance of or increase the premium on the insurance maintained by the host facility, or other Exhibitors or COMMON. Exhibitors shall not cause or permit signs or articles to be affixed, nailed or otherwise attached to the doors and walls of the exhibit premises, nor shall any attachments be made to the exhibit premises' floors by means of nails, screws or any other devices that would damage the floors. These restrictions are a condition of all space leases, and their violation will result in annulment of the Exhibitor's contract, and subject the Exhibitor to liability for damages resulting from such violations.

10. Dismantling of Exhibits:

Exhibitors will not be permitted to dismantle their exhibits or do any packing before the official closing of the show. COMMON will note any violations or abuses to this policy and will reserve the right to levy a penalty.

11. Use of Space - Lights, Audio, Etc.:

- A. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests.
- B. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring exhibit booths or guests.
- C. No strobe light effects are permitted.
- D. Projectors or TV screens must not cause people to block aisles.
- E. Loud speakers or operation of equipment which is of sufficient sound volume to be annoying to neighboring Exhibitors or guests will not be permitted.
- F. Any audio system or electronic device producing irritating or intermittent or sequential sound that attracts attention to an exhibit is not permitted. The distribution of noisemakers such as whistles, crickets, horns, etc. is prohibited.
- G. Models must be properly and modestly clothed. No scanty or excessively revealing attire will be permitted.
- H. Use of so-called "barkers" or pitchmen (mechanical or human) is prohibited.

12. Other Regulations:

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY, MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.