



EXHIBIT SPACE APPLICATION POWERUp™

Disneyland Resort • May 19-22, 2019 • Anaheim, California
Exposition Dates: May 19, 20, and 21, 2019

Instructions:

Please review this two-sided application. Complete all sections, sign and return to Show Management. Upon assignment of space, a confirmation will be emailed to you.

Questions:

Contact Wynn Burke, Conference & Expo Manager
P) 1.312.279.0238 F) 1.312.279.0227 E) wburke@common.org

The Key Contact will serve as the primary exhibitor contact and will receive Exhibitor Updates and the Exhibitor Service Manual.

Key Contact/Title

Key Contact Phone Number

Key Contact Email Address

Organization Name

Street Address

City/State/ZIP

Phone Number

Email Address

Website

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

If YES, list previous company name: _____

1. Exhibiting Rates

Choose one:

ELITE Exhibitors: \$31.00/square foot, plus a \$1,350 annual fee and \$745 annual COMMON membership dues.*

Corporate Exhibitors: \$35.00/square foot, plus a \$745 annual COMMON membership dues.*

General Exhibitors: \$37.00/square foot.

There is a +\$100 charge for each exposed corner.

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

2. Location Preferences

Booth number(s) or we prefer not to be next to or across the aisle from:

3. Calculate Payment

Feet Deep X Feet Wide (Frontage) = Total Square Feet

Total Square Feet at Exhibiting Rate \$ = Amount \$

Number of Corners X Corner Charge \$100 = Amount \$

ELITE Fee = Amount \$

Additional Promotional Opportunities

Passport to Prizes (+\$700) \$

Logo included in the POWERUp™ Conference Guide (+\$400) \$

TOTAL OWED
\$

This Field Required

4. Payment

Online payment is preferred. Please follow these steps:

1. Sign in at Cosmo (members.common.org)
2. Click company name found below your full name on the left side of the page
3. Click the Participation or Invoice tab
4. Go to the Open Invoices section
5. Select the invoice you wish to pay
6. Click Add to Cart
7. Follow the cart checkout procedure

Only those designated as Company Administrators will be able to see the Participation tab. If you do not see it, please call 1.312.79.0912.

Note: The printed invoice number may not match the invoice number found online. Please proceed.

To pay by check, mail payment to this address:

COMMON - A Users Group
39829 Treasury Center
Chicago, IL 60694-9800

Note: Please write POWERUp 2019 in the notes portion of the check.

5. Authorization

By signing this application in the area indicated below, we agree to abide by the Exhibitor Rules and Regulations, a copy of which are printed on the reverse of this application and incorporated herein by reference. Acceptance of this application by Show Management constitutes a contract with the applicant identified herein for the rental of exhibit space at POWERUp™.

Date _____

Authorized Signature _____

Organization Name and Title of Signer _____

POWERUP™ Exhibitor Rules and Regulations

Note: "Expo" refers to the POWERUP™ exposition; "Exhibitor" refers to applicant for exhibit space named on the exhibit space application found on the reverse of these Rules and Regulations; "Facility" refers to the Loews Sapphire Falls Resort; "Show Management" and "COMMON" refers to COMMON – A Users Group and its authorized agents and employees; "Rules and Regulations" refers to these POWERUP™ Exhibitor Rules and Regulations.

1. Rules, Regulations and Laws:

It is integral to the success and growth of the Expo to actively contribute to an atmosphere of integrity and dignity. Exhibitor agrees to abide by (i) the rules and regulations set forth in these Rules and Regulations, and in such other materials distributed to Exhibitor in connection with the Expo, (ii) COMMON's rules, regulations, and by-laws, including, without limitation, the Common Code of Ethics, (iii) the rules and regulations of the Facility; and (iv) all applicable federal, state, provincial, and local laws and ordinances. This contract shall be governed by the laws of the State of Illinois.

Further, Exhibitor agrees to: (i) interact respectfully and thoughtfully with all registrants in the exposition hall, educational sessions, and social situations; and (ii) respect the rights of other Exhibitors to conduct business without interference or improper interventions.

2. Products and Services:

Only those products and services considered by COMMON, in its sole discretion, as relating directly to Power Systems business computing may be exhibited at the Expo. COMMON reserves the right to prohibit exhibition or advertisement of any product or service it deems unsuitable for the Expo. No product or service offered at the Expo (i) should offer an alternative to IBM-based central processing units (CPUs) or components within the central electronic complex housing that CPU; or (ii) compete directly (as determined by COMMON in its sole discretion) with those products and services offered by COMMON. Notwithstanding the foregoing, COMMON specifically reserves the right, in its sole and absolute discretion, to make exceptions to such prohibitions. COMMON reserves the right, in its sole and absolute discretion, to restrict, refuse or evict Exhibitors for violations of this provision. COMMON will not make any refunds or otherwise be responsible for expenses associated with such restriction or eviction.

3. 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.

Initial booth space assignments will be made on Monday, May 21, 2018. A lottery system will be used to determine the sequence for exhibit booth selection. A \$500 deposit must accompany all Exhibit Space Applications at the Lottery. 50% of the booth rental fee is due no later than August 24, 2018. Balance will be due by December 28, 2018. Payment must be made by company check or credit card (American Express, Visa, MasterCard, or Discover).

After May 21, 2018, 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.

4. 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 of any monies previously paid.

5. Conference Hotel Requirement:

A minimum of a two-night stay at a COMMON conference hotel is required per person, per exhibiting company. If you choose not to stay the two nights at a COMMON conference hotel, a surcharge of \$200 per person, per exhibiting company will be required. Hotel reservations must be made separately and hotel pricing is not included in booth rates. This requirement must be fulfilled prior to personnel picking-up booth badges.

6. Exhibitor Badges:

Each exhibiting company receives (3) exhibitor badges per 100 square feet of booth space. In addition, each ELITE Exhibitor and COMMON Corporate Member company will receive (1) complimentary, shared conference badge, which allows access to educational sessions and social functions. Exhibitor badges only permit access to the Exposition Hall and the evening receptions.

Requests for additional exhibitor badges, in excess of the allotted (3) per 100 square feet of exhibit space must be made in writing to COMMON - A Users Group. The cost is \$300 per additional exhibitor badge.

7. Character of Exhibits:

Exhibits, exhibitors, practices and presentations which may be judged by COMMON, in its sole discretion, not in good taste, unsuitable, lacking in dignity, detracting or not in keeping with the purpose of the Expo are prohibited. This prohibition includes, without limitation, persons, conduct, articles or merchandise, printed matter, souvenirs, catalogs and any other item(s) which affect the character of the exhibit. COMMON reserves the right, in its sole discretion, to restrict or evict Exhibitors for violations of this provision. COMMON will not make any refunds or otherwise be responsible for expenses associated with such restriction or eviction.

8. 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 December 28, 2018 will be refunded, less the \$500 deposit. No refunds will be made after December 28, 2018.** If booth payment has not been collected, then the Exhibitor's credit card on file 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 not responsible for consequential costs or damages.

9. 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. **Partner companies that do not share the same parent company are prohibited from occupying the same booth space. There will be no exceptions.**

10. 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.

11. Liability:

Exhibitor agrees to protect, indemnify, save and hold forever harmless COMMON and its officers, directors, employees and agents, and the Facility, and their respective agents and employees (collectively, the "Indemnitees") against and from damages or charges imposed for violations of any laws, regulations, or ordinances, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, and further, Exhibitor shall at all times protect, indemnify, save and hold harmless the Indemnitees against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from and out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arises from or out of or by reason of said Exhibitor's occupancy and use of the exhibition premises, or any part thereof, unless any such losses are the result of the sole and willful negligence of the Indemnitees.

12. Disability Provisions

Exhibitor represents and warrants (a) that its exhibit will be accessible to the full extent required by all applicable laws, ordinances and regulations; (b) that its exhibit will comply with the Americans with Disabilities Act ("ADA") and with any regulations implemented by that Act; and (c) that it shall indemnify and hold Indemnitees harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against Indemnitees on the basis of the Exhibitor's breach of this paragraph or noncompliance with any of the provisions of the ADA.

13. Security and Insurance:

COMMON will provide perimeter guard service during the hours the exhibit area is closed. However, the 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 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.

14. 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 of this policy and will reserve the right to levy a penalty.

15. 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.

16. Music Licensing

Exhibitor represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license COMMON may obtain or any other laws or restrictions with respect to the use or performance of music. Exhibitor further represents and warrants that it shall obtain any and all licenses or grants of authority required of Exhibitor under the copyright laws, and present Show Management with a copy of such license or grant no less than thirty (30) days prior to the start of the Expo.

17. Force Majeure

In the event the Facility or any part of the exhibited area thereof is unavailable whether for the entire Expo, or a portion of the Expo as a result of fire, flood, tempest, inclement weather or other such cause or as a result of governmental intervention, malicious damage, acts of war, terrorism, strike, lock-out, labor dispute, riot or other cause or agency over which COMMON has no control, or should COMMON decide that because of any such cause that it is necessary to cancel, postpone, or re-site the Expo, or reduce the move-in and installation time, show time, or move-out time, COMMON shall not and shall not be obligated to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

18. Other Regulations:

Any and all matters not specifically covered by these Rules and Regulations shall be subject solely to the decision of Show Management. Exhibitors will not be permitted to set up their exhibits, or will be subject to eviction from the Expo without refund, if these Rules and Regulations are violated. **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 RULES AND REGULATIONS, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY, MAY IMMEDIATELY BE DISMISSED FROM THE EXPO WITHOUT REFUND OR OTHER APPEAL.**