



International Association of Information Technology Asset Managers, Inc.

Sponsorship & Exhibiting Opportunities



**IAITAM 2008 Annual
Conference & Exhibition
October 15-17, 2008**

**Marco Island Marriott
Beach Resort & Spa
Marco Island, FL**

IAITAM 2008 Annual Conference & Exhibition Sponsorship Matrix

October 15-17, 2008 - Marco Island Marriott Beach Resort, Golf Club & Spa

	Value	Platinum Sponsor	Gold Sponsor	Silver Sponsor	Bronze Sponsor	Exhibitor
		\$60,000	\$30,000	\$15,000	\$10,000	\$3,995
Platinum Package includes a 20' x 20' Booth Space	\$12,000	X				
Gold, Silver, and Bronze Packages include a 10' x 10' Booth Space	\$4,000		X	X	X	X
Sponsorship of the IAITAM Beach Bash	\$30,000	X				
Sponsorship of one of the Exhibition Cocktail Receptions - Either October 15th or 16th	\$21,000	X				
Sponsorship of Conference Luncheon	\$15,000		X			
Sponsorship of the Morning or Afternoon Breaks	\$5,000	X		X		
Full-Page color advertisement in ITAK (from Registration date to Conference Edition)	up to \$50,000	X				
Half-Page color advertisement in ITAK (from Registration date to Conference Edition)	up to \$35,000		X			
Pre-Conference Scheduled Marketing Opportunities (pre-registration is required)	\$3,000	X	X	X		
Acknowledgement of Sponsorship on IAITAM's Website including Sponsor logo and company description and a link to the Sponsor's Website	\$1,500	X	X	X	X	
Inclusion of Sponsor on all Pre-Conference Marketing Material distributed by IAITAM, including acknowledgement of level of Sponsorship	\$3,000	X	X	X	X	
Access to Attendee List Post-Conference in Electronic Format	\$6,000	X	X	X	X	
Full-Page color advertisement in the Conference Program	\$6,000	X	X			
Half-Page color advertisement in the Conference Program	\$3,500			X		
Sponsor's marketing collateral in Conference Attendee Bags	\$3,000	X	X	X	X	
Special Discount on Conference pricing for an unlimited number of Sponsor's customers (Cost equals Corporate level pricing)	(\$600 per person discount)	X	X	X	X	
8 Free Attendee Passes for the entire Conference – a \$15,560 savings!	\$15,560	X				
6 Free Attendee Passes for the entire Conference – a \$11,670 savings!	\$11,670		X			
4 Free Attendee Passes for the entire Conference – a \$7,890 savings!	\$7,890			X		
2 Free Attendee Passes for the entire Conference – a \$3,890 savings!	\$3,890				X	X
Live Radio Interview at Conference	\$2,500	X				
Total Value		\$158,560	\$88,170	\$36,890	\$21,390	\$7,890
Your Cost		\$60,000	\$30,000	\$15,000	\$10,000	\$3,995
Your Savings		\$98,560	\$58,170	\$21,890	\$11,390	\$3,895

Note: If Exhibit space is already paid for, \$3,995 will be subtracted from the Bronze, Silver, Gold or Platinum Sponsorship Fees.

IAITAM 2008 ANNUAL CONFERENCE & EXHIBITION EXHIBITOR REGISTRATION FORM AND AGREEMENT



Exhibit Location: Marco Island Marriott Beach Resort & Spa. Marco Island, FL
Exhibition: October 15-16, 2008
Conference: October 15-17, 2008

All details regarding booth setup, booth location, hours of operation and shipping of materials shall be issued on or about June 15, 2008, in the Exhibitor Manual.

Exhibitor hereby agrees to purchase Exhibit Booth at the IAITAM 2008 Annual Conference subject to the Terms and Conditions attached hereto and incorporated herein by reference.

EXHIBITOR INFORMATION - PLEASE PRINT CLEARLY OR TYPE:

Contact Name: _____ Title: _____
Company: _____
Street Address: _____
Address Line 2: _____
City: _____ State/Prov: _____ Zip/P. Code: _____
Telephone: _____ Fax: _____
Email: _____ Website: _____

The Exhibitor Fee includes the right of Exhibitor to have two (2) representatives attend the Conference. Additional attendees must pay for their entrance to the event.

Attendee Information

Attendee #1

Name/Title: _____
Company Name: _____
Address: _____
City/State-Prov./Zip/Country: _____
Telephone: _____
Email: _____

Attendee #2

Name/Title: _____
Company Name: _____
Address: _____
City/State-Prov./Zip/Country: _____
Telephone: _____
Email: _____



THIS AGREEMENT WILL NOT BE ACCEPTED WITHOUT THE FOLLOWING INFORMATION:

Nature of Exhibitor's Business: _____

Type of products and/or services to be displayed and/or demonstrated: _____

IAITAM, in its sole discretion, reserves the right to accept or reject an Exhibitor.

IAITAM, in its sole discretion, shall have final approval of all displays and demonstrations in the Exhibit Booth. Any display or demonstration deemed unacceptable by IAITAM, in its sole discretion, shall not be permitted to participate unless and until such display or demonstration is approved by IAITAM.

Any and all changes to the above information shall not be approved without the prior written consent of IAITAM.

Exhibit Booth is available on a first-come, first-serve basis

Exhibit Booth Fee and Payment Terms:

IAITAM Provider Member Exhibit Booth Fee: **\$3,495.00 USD**

Non-Provider Member Exhibit Booth Fee: **\$3,995.00 USD**

Payment in full for Exhibit Booth is required upon Exhibitor's return of the Exhibitor Registration Form and Agreement.

If payment is not received by IAITAM sixty (60) days prior to the Conference, Exhibitor relinquishes all rights to its designated Exhibit Booth. Payment may be made by Check, Credit Card or Purchase Order. If paying by Check, all Checks shall be made payable to IAITAM and remitted to the Attention of IAITAM Annual Conference & Exhibition Management, c/o IAITAM, 1137 State Route 43, Suffield, Ohio 44260 USA. If paying by Credit Card or Purchase Order, please provide all necessary information as indicated below.

PAYMENT METHOD: CHECK CREDIT CARD PURCHASE ORDER

Paid in full: \$ _____

Circle One: Visa: MasterCard Discover American Express Exp Date: _____

Credit Card Number: _____

Name and Address on Card: _____

Check #: _____

Purchase Order #: _____

IAITAM Cancellation Policy: Full conference exhibitor/sponsor refunds are available 91 days before the start of the event. No refunds will be issued within 90 days of the event.

Authority. The individual executing the Exhibitor Registration Form and Agreement (the "Agreement") has the full power and authority to enter into this Agreement and to perform, or cause the performance of, Exhibitor's obligations hereunder, and this Agreement constitutes the legal, valid and binding obligations of the parties, enforceable against each party in accordance with its terms

CORPORATE NAME

By: _____

Print Name: _____

Its: _____

Date: _____

IAITAM 2008 Annual Conference & Exhibition Sponsorship Registration Form

October 15-17, 2008 - Marco Island Marriott Beach Resort & Spa, Marco Island, FL

	Platinum Sponsor	Gold Sponsor	Silver Sponsor	Bronze Sponsor	Exhibitor
	\$60,000	\$30,000	\$15,000	\$10,000	\$3,995
Please check selected level					
A la Carte item: _____					
A la Carte item: _____					
A la Carte item: _____					

50% Payment is due for Sponsorship upon return of the Sponsorship Registration Form and Agreement. Remainder of payment is due sixty (60) days prior to the Conference start.

If payment is not received by IAITAM sixty (60) days prior to the Conference, Exhibitor/Sponsor relinquishes all rights to its designated Exhibit Booth. Payment may be made by Check, Credit Card or Purchase Order. If paying by Check, all Checks shall be made payable to IAITAM and remitted to the Attention of IAITAM Annual Conference & Exhibition Management, c/o IAITAM, 1137 State Route 43, Suffield, Ohio 44260 USA. If paying by Credit Card or Purchase Order, please provide all necessary information as indicated below.

PAYMENT METHOD: CHECK CREDIT CARD PURCHASE ORDER

Paid in full: \$ _____

Circle One: Visa: MasterCard Discover American Express Exp Date: _____

Credit Card Number: _____

Name and Address on Card: _____

Check #: _____

Purchase Order #: _____

Authority. The individual executing the Sponsorship Registration Form and Agreement (the "Agreement") has the full power and authority to enter into this Agreement and to perform, or cause the performance of, Sponsor's obligations hereunder, and this Agreement constitutes the legal, valid and binding obligations of the parties, enforceable against each party in accordance with its terms

CORPORATE NAME

By: _____ Print Name: _____
Title: _____ Date: _____

IAITAM 2008 ANNUAL CONFERENCE & EXHIBITION
EXHIBITOR/SPONSOR REGISTRATION FORM AND AGREEMENT
Terms and Conditions

1. IAITAM Conference and Exhibition 2008 (the "Conference") shall be held at the Marco Island Resort & Spa, Marco Island, FL (the "Conference Site") on October 15-17, 2008. The Conference is owned, operated and managed by IAITAM.
2. Subject to the Conference Site's providing the Exhibit Booth to IAITAM, IAITAM shall assign to Exhibitor/Sponsor, for the duration of the Conference, the Exhibit Booth specified herein, or such other Exhibit Booth of comparable size and cost that IAITAM, in its sole discretion, may assign to Exhibitor/Sponsor. Such assignment is made for the 2008 Conference only and does not imply that same or similar space will be held or offered to Exhibitor/Sponsor at future IAITAM conferences.
3. Exhibitor/Sponsor hereby agrees to pay the Exhibit Fee and to maintain its exhibition presence at the Conference Site for the duration of the Conference. Failure of Exhibitor/Sponsor to maintain its exhibition presence throughout the Conference shall be deemed a material breach of this Agreement.
4. Exhibitor/Sponsor agrees that the Exhibit Fee and all costs related to Exhibitor/Sponsor's participation in the Conference (the "Additional Exhibitor/Sponsor Fees"), including, but not limited to, any promotional material such as banners, electronic media and advertising in any Conference Collateral Material as hereinafter defined, including, but not limited to, the Conference Program, Conference Videotape, Conference Directory, Conference Guide and Conference Daily Schedule of Events and any other collateral material related to the Conference (all of the foregoing hereinafter collectively referred to as the "Conference Collateral Material"), must be paid in full to IAITAM prior to Exhibitor/Sponsor's move-in to its assigned Exhibit Booth. In the event that Exhibitor/Sponsor fails to pay the Exhibit Fee or any Additional Exhibitor/Sponsor Fees as required herein, IAITAM may reassign the Exhibit Booth designated to such Exhibitor/Sponsor. In the event that Exhibitor/Sponsor pays the Exhibit Fee and the Additional Exhibitor/Sponsor Fees after such reassignment, IAITAM, in its sole discretion, may assign another Exhibit Booth of comparable size and cost to Exhibitor/Sponsor, if available. In all cases, Exhibitor/Sponsor shall remain liable to IAITAM for payment of all Exhibit Fees and Additional Exhibitor/Sponsor Fees set forth in this Agreement, subject only to Section 15 hereof.
5. IAITAM makes no representations or warranties as to the number of people who will attend the Conference. IAITAM reserves the right to change the name of the Conference, the Conference Site, the Conference Exhibit hours and official Conference suppliers.
6. Exhibitor/Sponsor agrees that in the event any advertising it may place in any Conference Collateral Material does not run or contains material errors or omissions due to the gross negligence or willful misconduct of IAITAM, IAITAM will apply any refund related thereto and due to Exhibitor/Sponsor to the Exhibitor/Sponsor Fee for the Conference in the subsequent year, it being acknowledged that said adjustment shall constitute Exhibitor/Sponsor's full and sole relief. IAITAM reserves the right to circulate any advertising to Conference attendees within thirty (30) days after the Conference and such circulation shall constitute a full run of such advertising and no adjustment shall be due and owing to Exhibitor/Sponsor.
7. IAITAM shall supply Exhibitor/Sponsor with the Exhibitor/Sponsor Manual, which shall contain the rules and regulations governing Exhibitor/Sponsor's participation in the Conference. Exhibitor/Sponsor acknowledges and agrees that the Exhibitor/Sponsor Manual is an integral part of this Agreement and is incorporated herein by reference as if fully rewritten herein. Exhibitor/Sponsor further agrees to observe and abide by any additional rules and regulations which may be promulgated by IAITAM for the efficient and safe operation and the success of the Conference.
8. Exhibitor/Sponsor shall only display the products and/or services as hereinabove described in the Exhibit Booth. Exhibitor/Sponsor shall have adequate personnel in its Exhibit Booth during the entire Conference as specified by IAITAM. Any substantial change in the type or character of Exhibitor/Sponsor's products and/or services displayed in the Exhibit Booth shall require IAITAM's prior written consent. No exclusivity as to the type of products and/or services to be displayed by an Exhibitor/Sponsor is extended to any Exhibitor/Sponsor unless specifically negotiated with IAITAM and a fee for such exclusivity is paid to IAITAM. Any such exclusivity shall be expressly noted on the face of this Agreement.
9. The Exhibit Booth assigned to any given Exhibitor/Sponsor is not contingent on the location of the Conference entrances or exits, food concessions or attractions. The parties agree that the Exhibit Booth assigned to Exhibitor/Sponsor is final and may not be changed once the Conference has opened to attendees, except at the discretion of IAITAM.
10. All designs for Exhibit Booth displays (except those involving the use of tables, showcases and standard walls) must be submitted to IAITAM for approval one (1) month prior to the commencement of the Conference. IAITAM's approval shall not relieve Exhibitor/Sponsor from its obligation to obtain all necessary permits from the Conference Site, local unions, etc. prior to construction of any display in the Exhibit Booth.
11. During the Conference's scheduled times, Exhibitor/Sponsor shall not make any promotional efforts, nor supply any transportation, that has the effect of drawing attendees away from the Conference to local showrooms or hospitality suites or any non-Conference exhibit area without the prior written consent of IAITAM. Exhibitor/Sponsor may not participate in any way in any other trade show conducted during the same time period and in the same geographic region of the Conference. Exhibitor/Sponsor may not promote in any way any other trade show during the Conference without the prior written consent of IAITAM.
12. IAITAM, in its sole discretion, may provide security services at the entrances and exits to the Exhibition area of the Conference as it deems necessary. Notwithstanding the foregoing, Exhibitor/Sponsor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor/Sponsor's employees, representatives and agents, and its displays, equipment and other property brought upon the Conference Site and shall indemnify, defend and hold harmless IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents from and against any and all such losses, damages and claims, including attorney's fees. Exhibitor/Sponsor agrees to indemnify, defend, and hold harmless IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents from and against any and all losses, damages and claims, including attorney's fees, brought against IAITAM and/or the Conference Site which result from any injury to persons or property arising out of any act or failure to act by Exhibitor/Sponsor, its shareholders, directors, officers, employees, representatives or agents, in connection with Exhibitor/Sponsor's use of its assigned Exhibit Booth and its display therein or its participation in the Conference. Exhibitor/Sponsor shall obtain Comprehensive General Liability Insurance in the amounts of \$1,000,000.00 for any one accident, and \$250,000.00 for property damage. A Certificate of Insurance for said coverage naming IAITAM as an additional insured, satisfactory to IAITAM, shall be provided to IAITAM no later than May 31, 2008. Exhibitor/Sponsor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier which carries any risk coverage insuring its property.
13. Exhibitor/Sponsor shall not take any photographs of the Conference without the express written consent of IAITAM. Exhibitor/Sponsor agrees that IAITAM may take photographs of Exhibitor/Sponsor's Exhibit Booth and personnel before, during or after the Conference hours, for use by IAITAM in promoting the Conference and future conferences. Exhibitor/Sponsor further agrees to grant IAITAM the non-

exclusive right to use any of its logos, trademarks, service marks, etc., as such may appear in said photographs for IAITAM's marketing and promotional efforts related to the Conference and future conferences.

14. Exhibitor/Sponsor shall not use music from any source in its Exhibit Booth which requires permission from the copyright owner unless it has, in advance, obtained a license to publicly perform such music, paid any fees required to be paid for the public performance of such music and provided IAITAM with a copy of the fully-executed license agreement for the public performance of such music. Exhibitor/Sponsor agrees to indemnify, defend and hold harmless IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents from any and all losses, damages and claims, including attorney's fees, resulting from Exhibitor/Sponsor's failure to comply with these requirements.

15. If Exhibitor/Sponsor desires to cancel this Agreement, Exhibitor/Sponsor may only do so by notifying IAITAM in writing, Certified Mail, Return Receipt Requested. In such event, Exhibitor/Sponsor shall remain liable for 100% of the Exhibit Fee and the Additional Exhibitor/Sponsor Fees unless the written notice of cancellation is received by IAITAM no later than 91 days before the start of the event. No refunds will be issued within 90 days of the event. This amount is deemed to be liquidated damages for the injuries IAITAM will suffer as a result of Exhibitor/Sponsor's cancellation, not a penalty. The effective date of Exhibitor/Sponsor's cancellation shall be the date IAITAM receives written notice of Exhibitor/Sponsor's intent to cancel this Agreement.

16. IAITAM shall be entitled to close Exhibitor/Sponsor's Exhibit Booth at any time during the Conference for Exhibitor/Sponsor's failure to perform, meet or observe any term or condition set forth herein. Any such Exhibitor/Sponsor shall not be entitled to a refund of any of the Exhibit/Sponsor Fee or any of the Additional Exhibitor/Sponsor Fees. In the event that Exhibitor/Sponsor cancels this Agreement according to its terms and conditions, and such cancellation is received by IAITAM less than thirty (30) days prior to the commencement of the Conference, then Exhibitor/Sponsor shall pay IAITAM any additional expenses IAITAM may incur in decorating the Exhibit Booth which the Exhibitor/Sponsor canceled or reconfiguring the Exhibition to accommodate one less Exhibitor/Sponsor.

17. To the extent that a party is not able to perform an obligation under this Agreement due to fire, flood, strike or other labor interruption, terrorism, war, riot, an act of God, an act of government, insurrection, civil disturbance or other cause beyond that party's reasonable control, that party shall not be liable for failing to perform that obligation; provided, however, the refund of the Exhibit Fee and the Additional Exhibitor/Sponsor Fees to an Exhibitor/Sponsor shall be at the sole discretion of IAITAM. In the event a refund is made, it shall be equal to Exhibitor/Sponsor's proportionate share of the aggregate exhibit fees received by IAITAM, less Exhibitor/Sponsor's proportionate share of the aggregate Conference expenses incurred by IAITAM and reasonable compensation due to IAITAM. In no event shall the amount refunded to Exhibitor/Sponsor exceed the amount of the Exhibit Fee paid by such Exhibitor/Sponsor. Exhibitor/Sponsor shall not have any right to an accounting review or audit of the financial records of IAITAM. In the event an Exhibitor/Sponsor cancels this Agreement prior to any cancellation of the Conference by IAITAM due to a force majeure, such Exhibitor/Sponsor shall not be entitled to any refunds paid pursuant to this Section 17.

18. Neither IAITAM nor the Conference Site accepts responsibility, nor is a bailment created, for merchandise or equipment delivered by or to Exhibitor/Sponsor at any time. IAITAM, its shareholders, directors, officers, employees, representatives, agents and official suppliers neither offer nor accept responsibility for any of Exhibitor/Sponsor's property. If Exhibitor/Sponsor desires private guard or bailment services, it shall hire such security separate and distinct from any security hired by IAITAM or the Conference Site, and shall remain solely responsible for such goods so entrusted. Exhibitor/Sponsor personnel shall not be permitted to enter the Conference Site with firearms whether or not they are duly licensed to carry same. Exhibitor/Sponsor agrees to defend, indemnify and hold IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents harmless from any loss, damages and claims, including attorney's fees, resulting from the use of firearms owned or in the possession of Exhibitor/Sponsor or its personnel.

19. Exhibitor/Sponsor agrees that neither IAITAM nor the Conference Site, nor any of their respective shareholders, directors, officers, employees, representatives or agents shall be held accountable or liable for, and the same are hereby released from accountability and liability for, any damage, loss, harm or injury to the person or property of Exhibitor/Sponsor or of Exhibitor/Sponsor's shareholders, directors, officers, employees, representatives or agents resulting from theft, fire, water, accident or any other cause. Exhibitor/Sponsor also agrees that IAITAM and the Conference Site shall not obtain any insurance against such damage, loss, harm or injury to any person or property of Exhibitor/Sponsor or any of Exhibitor/Sponsor's shareholders, directors, officers, employees, representatives or agents and that the procuring of insurance against those risks is solely the responsibility of Exhibitor/Sponsor.

20. Exhibitor/Sponsor shall abide by and observe all federal, state and local laws, ordinances, rules and regulations, IAITAM's rules and regulations, the Conference Site's rules and regulations, and all union rules and regulations as they relate to Exhibitor/Sponsor's participation in the Conference. Additionally, Exhibitor/Sponsor shall obtain all necessary permits or licenses at its sole cost and expense.

21. Exhibitor/Sponsor acknowledges that the rights granted to it hereunder including, but not limited to, access to the Conference Site, may be revoked by IAITAM at any time and for any reason whatsoever.

22. IAITAM shall have the right to cancel this Agreement and/or to prohibit, close, correct, remove or eliminate any or all of Exhibitor/Sponsor's Exhibit Booth and any of Exhibitor/Sponsor's signs, cards, printed material, souvenirs, catalogs or other things, circumstances, conduct or actions, or refuse Exhibitor/Sponsor to move in or set up its Exhibit Booth with or without cause at any time as determined within its sole discretion. In the event that this Agreement is canceled by IAITAM under the provisions of this Section 22, Exhibitor/Sponsor shall remain liable for any deficiency, loss or damage suffered by IAITAM by reason thereof which loss, deficiency or damage Exhibitor/Sponsor agrees to pay IAITAM, on demand, together with any reasonable expenses and costs, including attorney's fees, incurred by IAITAM reason thereof. IAITAM is expressly authorized (but has no obligation) to occupy, cause to be occupied, or dispose of any Exhibit Booth vacated or made available by reason of action taken by IAITAM under this Section 22 in such manner as it may deem in the best interest of the Conference, with or without receiving any consideration therefore, without releasing Exhibitor/Sponsor from any liability hereunder.

23. Without the express prior written consent of IAITAM, Exhibitor/Sponsor shall not sell, transfer, assign or sublet to a third party its rights hereunder to its Exhibit Booth or any portion thereof. If any Exhibitor/Sponsor desires to share its designated Exhibit Booth with any other Exhibitor/Sponsor(s), all Exhibitor/Sponsors in that Exhibit Booth must sign separate Exhibitor/Sponsor Registration Form and Agreements pertaining to that Exhibit Booth, and each Exhibitor/Sponsor shall be jointly and severally bound by all of the terms and conditions thereof. Subject to Section 15, in the event of (i) the sale or transfer of more than 50% of the stock or other ownership interest in Exhibitor/Sponsor, or (ii) the merger or consolidation of Exhibitor/Sponsor with another whereby Exhibitor/Sponsor is not the surviving entity, this Agreement shall be terminable at the option of IAITAM within sixty (60) days after IAITAM receives written notice of such event. In the event of a merger of two or more Exhibitor/Sponsors where this Agreement is not terminated by IAITAM, IAITAM shall, upon request of Exhibitor/Sponsor, make all reasonable efforts to consolidate the Exhibit Booths contracted for by both Exhibitor/Sponsors into one Exhibit Booth equal to the sum of the Exhibit Booths originally purchased by said Exhibitor/Sponsors when they were independent entities. However, in the event that is not possible to consolidate the Exhibit Booths of the subject Exhibitor/Sponsor, the Exhibitor/Sponsor surviving the merger shall be liable for all of the Exhibit Booths originally contracted for by each of the merged Exhibitor/Sponsors. This Agreement shall be binding upon Exhibitor/Sponsor's successors and assigns, subject to the terms and conditions of this Agreement regarding assignment.

24. Exhibitor/Sponsor agrees to pay interest at the rate of 1.5% per month (18% per annum) or at the maximum interest permissible by law, whichever is higher, on any and all past due Exhibitor/Sponsor Fee, Additional Exhibitor/Sponsor Fees or any other fees. Exhibitor/Sponsor also agrees to pay all collection costs of IAITAM, including attorney's fees, together with any court costs, incurred by IAITAM in enforcing its rights hereunder.

25. This Agreement is deemed to be entered into in the State of Ohio and governed by the laws of the State of Ohio without regard to its conflict of laws principles. Exhibitor/Sponsor consents to the personal jurisdiction of the state courts of Ohio or the United States District Court for the Northern District of Ohio, as their respective jurisdictions may lie, for the resolution of any and all disputes and claims arising out of and/or relating to this Agreement. Exhibitor/Sponsor waives any claims it may assert as to lack of personal or subject matter jurisdiction, and agrees that such jurisdiction exists in Ohio.

26. This Agreement constitutes the entire agreement between IAITAM and Exhibitor/Sponsor, and supersedes all prior agreements and undertakings, both written and oral, between them with respect to its subject matter.

27. No change to this Agreement shall be valid unless in writing signed by the parties hereto which refers specifically to this Agreement and states the parties' intention to change it.

28. If any term or provision or any portion of such term or provision of this Agreement or the application of such term or provision to any circumstance is finally determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such term, provision or portion of such term or provision shall be ineffective to the extent of such determination, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, which remaining terms and provisions shall be construed to preserve to the maximum extent possible the intent and purposes of this Agreement. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render invalid or unenforceable such term or provision or any portion of such term or provision in any other jurisdiction.

29. During the Conference, Exhibitor/Sponsor agrees not to solicit for hire or retain as an independent contractor, any person who is an employee of IAITAM, any other Exhibitor/Sponsor, any Sponsor or any Conference attendee. For the purpose of this provision, solicit shall be deemed to include, but is not limited to, advertisement in any Conference collateral material.

30. Exhibitor/Sponsor grants IAITAM a world-wide, non-exclusive, revocable right to include a hyperlink from www.iaitam.org to Exhibitor/Sponsor's URL address, as provided by Exhibitor/Sponsor to IAITAM.

31. Exhibitor/Sponsor hereby grants IAITAM a worldwide, non-exclusive revocable license to distribute, merge, combine, copy, use and duplicate its trademark, trade name, logo or marketing materials provided to IAITAM for the purposes of marketing the Conference.

32. Exhibitor/Sponsor acknowledges and agrees that IAITAM does not support and has not reviewed the contents of Exhibitor/Sponsor's World Wide Web Site. Exhibitor/Sponsor agrees that it is fully responsible for the content posted at its URL address on its World Wide Web Site. Exhibitor/Sponsor shall fully indemnify, defend and hold harmless IAITAM, its shareholders, directors, officers, employees, representatives and agents against any and all losses, damages and claims, including attorney's fees, arising from, but not limited to, anything on Exhibitor/Sponsor's website, claims of trademark infringement, trademark dilution, copyright infringement and misappropriation; provided, however, that Exhibitor/Sponsor is notified in writing by IAITAM of such action, claim or proceeding.

33. Exhibitor/Sponsor acknowledges and agrees that IAITAM has the right to film, photograph, record, use names, quotes, likenesses, voices and biographical information of Exhibitor/Sponsor and its shareholders, directors, officers, employees, representatives or agents, in connection with the Conference and may publish, copyright, distribute, perform, transmit, print, display, exhibit and otherwise use such materials and recordings worldwide in any media now known or hereafter developed (including, without limitation, television film, videotapes, CDs, audio recordings, photographs, print publications and marketing collateral, the Internet and World Wide Web) in whole or in part, for any or all commercial purposes whatsoever in regards to the Conference or IAITAM.

The parties hereto have executed this Agreement this ____ day of _____, 20__.

Assigned Booth Number: _____

Print Corporate Name
By: _____
Print Name: _____
Title: _____

“EXHIBITOR/SPONSOR”

International Association of Information Technology Asset Managers, Inc.

By: _____
Print Name: _____
Title: _____

“IAITAM”