



**The World's Most Popular  
Open Source Database**

# Users Conference & Expo

**April 10-12, 2003**

Doubletree Hotel San Jose  
San Jose, CA

## Exhibitor and Sponsorship Contract

### Exhibitor/Sponsor Information

Company Name: \_\_\_\_\_  
(as you would like it to appear on all promotional materials)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name with Title: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**X**

**Yes! We plan to be an exhibitor and/or sponsor.**

**SPONSORSHIP APPLICATION:** (See Website or prospectus for description of sponsor packages).

Platinum: \_\_\_\_\_ Gold: \_\_\_\_\_ Silver: \_\_\_\_\_ Other: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**EXHIBITOR APPLICATION:** Number of booth spaces required @ \$2,500 per 10'x10' space \_\_\_\_\_

(booth cost included in some sponsorship packages)

**BOOTH PREFERENCES:** (See Exhibit Hall Floorplan): 1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_ 4th: \_\_\_\_\_

• The exhibit fee includes a pipe and drape booth, 24 hour security, listing in the Conference Program, draped 6' table, two chairs, wastebasket, and cleaning. The exhibit hall is carpeted. Also included are all meal functions held in the exhibit hall, admittance to all general sessions and **two full conference passes**.

• Please indicate any organization that you would **not** like assigned to an adjacent booth. MySQL will attempt to honor these requests. \_\_\_\_\_

### FORM OF PAYMENT:

Check for \$ \_\_\_\_\_

*Make checks payable to: MySQL, Inc.*

Mail to: MySQL, Inc. 2510 Fairview Ave E. Fax to:  
Seattle, WA 98102 (425) 334-2547

Credit Card for \$ \_\_\_\_\_ We authorize MySQL to charge the following credit card:

**VISA** Credit Card #: \_\_\_\_\_ Exp.Date: \_\_\_\_\_

**Mastercard** Print Name As Appears On Card: \_\_\_\_\_

**American Express** Sign. of Card Holder (required): \_\_\_\_\_

The undersigned has agreed to participate as an exhibitor and/or sponsor in the MySQL Users Conference 2003. The Applicant agrees to pay the designated amount as stated on this contract. **A DEPOSIT OF \$2,500 per booth or sponsorship MUST ACCOMPANY THE APPLICATION** and is non-refundable except for those applications not accepted by MySQL. The balance due for each sponsorship will be invoiced by MySQL and is payable in full 30 days after the invoice date. **CONTRACT MUST BE PAID IN FULL PRIOR TO EXHIBITOR/SPONSOR RECEIVING SPONSORSHIP BENEFITS, EXHIBITING, OR CONFIRMED BOOTH SPACE.** This application shall become binding upon acceptance by MySQL and will constitute a binding contract upon the Applicant, subject to the terms, rules and regulations set forth in this contract. **Mail this application with accompanying check to the address indicated above, or fax with credit card information.** IN WITNESS WHEREOF, the applicant has caused this application to be executed individually or by an officer, agent, or representative duly authorized to execute the same. **(Please read the terms and conditions before signing).**

Authorized Signature and Title: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

# Exhibiting Sponsorship Terms and Conditions

## MySQL Users Conference and Expo 2003

**1. General Event Information:** MySQL reserves the right to exercise its sole discretion in the acceptance or refusal of applications. The event detailed on the front of this Contract (The "Event") is being sponsored by MySQL. MySQL's obligation to hold the Event is conditioned upon the facility in which the event is scheduled to be held (the "Facility") making available the space applied for by MySQL during the time period set forth. MySQL makes no representations or warranties regarding the number of persons who will attend the Event, such numbers being impossible to predict accurately ahead of time. You (the "Exhibitor") agree to abide by the terms and conditions herein and those set forth on the front/first page of this Agreement. No Exhibitor will be permitted to display products or services other than as specified and approved in its space application.

**2. Exhibit Space Assignment:** MySQL shall assign the exhibit space to the Exhibitor for the period of the Event. This assignment is made for the period of the Event only and does not imply that the same or similar space will be held or offered for future events. Every effort will be made to respect Exhibitor's space choices whenever possible, MySQL's decision will be final.

**3. Exhibit Space Usage:** The MySQL exhibit hall is designed to provide a showcase for products and services. The program is held strictly as a means of information exchange. Exhibitor shall provide adequate staff for maintenance and operation of the Exhibit during all exhibit hours. Products or services displayed must be those normally manufactured by or provided by the Exhibitor. Exhibitor shall not assign to a third party any or all portion of its rights hereunder to the exhibition space or any portion thereof (including for example, "booth sharing") without the prior written consent of MySQL, which MySQL may withhold at its discretion. If Exhibitor utilizes music or any third party's intellectual property, the Exhibitor shall first obtain written permission from the owner for such use as required by applicable laws. Exhibitor may not share its exhibit space with any other person or entity.

**4. Installation and Dismantling:** Exhibitor explicitly agrees that, in the event Exhibitor fails to install products in assigned space or fails to remit payment for required space rental prior to move in date, MySQL shall have the right to take possession of said space and lease same to such parties and upon such terms that it may deem proper. All displays must be fully set up prior to the opening of the Event, and all exhibits must be open for business during all event hours. When vacated, all exhibit space shall be left in good order. No part of an exhibit shall be dismantled nor materials removed before 5:00pm Friday, April 11, 2003, without special permission from MySQL.

**5. Indemnity And Limitation Of Liability:** Neither MySQL nor the Facility, nor KB Marketing & Events, nor either of their officials, agents, employees, or other representatives shall be held liable for, and they are hereby released from any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its visitors, officers, agents, employees or other representatives, resulting from Exhibitor's participation in the Event or licensing and/or use of exhibition space hereunder, whether from earthquake, fire, theft, water or accident of any other cause, or from MySQL's or the Facility's, or either of their officers, agents, employees or other representatives' negligence. The Exhibitor shall indemnify, defend, and hold harmless MySQL and the Facility and their respective owners, directors, officers, employees, agents and representatives, from, any and all claims, demands, suits, liability damages, loss, costs, attorney's fees, and expenses of any kind which might result or arise from any action or failure to act on the part of the Exhibitor or its officers, agents, employees, or other representatives. Neither MySQL nor the Facility shall be responsible for the security of Exhibitor's products, proprietary software or hardware information. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability and to provide evidence thereof to MySQL and/or the Facility. Exhibitor understands that neither MySQL or the Facility maintains insurance covering the Exhibitor's property, and it is the sole responsibility of the Exhibitor to obtain such insurance and to provide evidence thereof to MySQL and/or the Facility. Exhibitor shall, at its expense, obtain from reputable insurance companies (i) liability and property damage insurance in an amount no less than \$1 million per occurrence, and (ii) workers' compensation insurance covering its employees in at least the statutory amount, and shall provide evidence of such insurance to MySQL.

**6. Exhibit Space, Equipment, Services And Rates:** Exhibitor agrees that all exhibit fees, all costs related to sponsoring the event or any other amounts owed to MySQL, must be paid to MySQL prior to move in of Exhibitor's display into the event or any sponsorship benefits are provided. In the event that the Exhibitor fails to pay any or all such fees in a timely manner, MySQL at its sole and exclusive discretion, may reassign or cancel the exhibit space or sponsorship benefits. In the event that the Exhibitor pays the exhibit/sponsor fees after such reassignment, MySQL, in its sole and exclusive discretion, will assign such other exhibit/sponsor space, if then available, which MySQL in its sole and exclusive discretion deems appropriate. Exhibitor remains liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule herein.

**7. Cleaning of Exhibits:** MySQL will clean aisles and booth carpets nightly. Exhibitors are responsible at their own expense, for keeping their assigned exhibit space in good order.

**8. Display Regulations:** Exhibits may not block, obstruct the general view of, or otherwise interfere with other exhibits.

**Standard Booth Exhibits:** Maximum back wall height permitted is 8 feet, unless otherwise specified. Sidewalls may not extend from the back wall more than 4 feet if over 3 feet in height. 8-foot high back drapes and 3 foot high side rails will be provided by MySQL.

**Island and Peninsula Booth Exhibits:** Exhibit materials may not exceed 10 feet in height. For a peninsula booth backed by a row of standard booths, the back walls may be no higher

than 4 feet for a distance of 5 feet from either aisle and for a depth of 10 feet from the back wall. Other points in the back wall may be up to 10 feet in height. Any Exhibitor who wishes an exception to this rule must submit a detailed plan to MySQL for approval.

Floor plans may be revised at the discretion of MySQL. MySQL had final approval for all arrangements and items displayed in exhibit booth and may at its discretion require rearrangements or alternate placement of booth materials. All display materials must be flameproof.

**Booth Signs:** Booth signs are permissible, but must not exceed the booth height maximum of 10 feet. There must be a clearance of 7 feet from the floor to the bottom of the sign.

All height restrictions mentioned above are subject to change and will be based on the Facility in which the Event is located.

**9. Contractor Services And Information:** MySQL shall, in the best interest of the Event, select certain firms to serve as contractors to provide necessary support and facilities services. MySQL must approve, in advance, the use of non-MySQL appointed Event contractor(s), which approval (if given) shall contain the terms and conditions under which such approval is given, including insurance requirements, etc. MySQL, KB Marketing and Events, and the Doubletree Hotel San Jose management, or any of their officers, or staff members will not be responsible for the safety or the property of the Applicants from theft, damage by fire, accident or other causes. Although the exhibit area will have 24 hour security, the above so-named are hereby released from accountability or liability.

**10. Cancellation Or Termination Of Event:** If, because of fire, strike, earthquake, war, construction or renovation projects affecting the Facility, government regulation, public catastrophe, Act of God, or the public enemy, the Event, or any part thereof, is prevented from being held or is canceled by MySQL, or any portion of the Facility space becomes unavailable, MySQL, in its sole discretion, shall determine whether to refund to the Exhibitor no more than its proportionate share of the balance of the aggregate display fees received which remains after deducting expenses incurred by MySQL and reasonable compensation to MySQL. In no case shall the amount of refund to Exhibitor exceed the amount of the exhibit fees paid.

**11. Exhibitor Cancellation:** If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing faxed to: MySQL at (206) 374-2905. In such event, the Exhibitor shall continue to be liable for the following cancellation fees. (i) if the Exhibitor cancels this Contract before 120 days prior to the scheduled date of the Event, a cancellation fee equal to 50% of the total Contract shall apply or (ii) if the exhibitor cancels this Contract any time between 0 and 120 days prior to the Event, a cancellation fee equal to 100% of total contract shall apply. Because these dates are related to the Event date and not to the date of this Contract, these dates shall apply regardless of the date on which this Contract is executed. This amount is considered to be liquidated and agreed upon damages for the injuries MySQL will suffer as a result of Exhibitor's cancellation. The provision for liquidated damages is the bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause MySQL to sustain damages which will be substantial, but are not capable of determination with absolute precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. Exhibitor shall be responsible for all collection costs and legal fees for any balance that is placed for collections. The date of the cancellation shall be the date MySQL receives the notice sent by the Exhibitor by fax. MySQL shall be entitled to cancel an Exhibitor at any time for failure by an Exhibitor or its assignee to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to any refund or any part of any fee or any other payment. In the event that the Exhibitor decides to cancel this Contract according to the terms and conditions contained herein, and should the cancellation be accepted by MySQL, any additional decorating expenses or other costs MySQL may incur in decorating the exhibit space which the Exhibitor canceled shall be due and payable to MySQL from Exhibitor upon presentation of an invoice by MySQL to Exhibitor.

**12. Exhibitor Conduct:** Exhibitor, and each of its representatives, shall conduct itself in a manner in accordance to standards of decency and good taste. Noise, music, live or recorded announcements, and lighting that are deemed objectionable or excessively loud by MySQL may be prohibited or restricted. No demonstrations, solicitations, or distribution of materials shall be permitted outside of the Exhibitors assigned booth space, and no signs or placards may be displayed on persons or otherwise outside of assigned booth space without the prior written consent of MySQL. Exhibitor shall not hold any meeting or event that conflicts with Event or conference program hours without prior written consent of MySQL. Exhibitors are prohibited from bringing or distributing alcoholic beverages into the exhibit hall. Exhibitors may not make sales which result in the exchange of product or money within the exhibit hall. The operation of games of chance or lottery devices or actual or simulated pursuit of any recreation pastime is only permitted upon written consent from MySQL.

**13. Event Hours:** Event hours will be established by MySQL and MySQL reserves the right to make changes to this schedule.

**14. Photography:** No photographs or video shall be taken without the prior written consent of MySQL. Exhibitor agrees that MySQL may take photographs or video of Exhibitor's booth space, exhibit, and exhibit personnel for any promotional use by MySQL.