



Sponsor and Exhibitor Application and Contract

Please print your company name exactly as it should appear in all marketing and promotional materials for the event:

X Product to be displayed: _____

X PRIMARY CONTACT INFORMATION

Name _____ Email _____

Company _____

Phone _____ Fax _____

Mailing Address (if different from below) _____

City _____ State _____ Zip Code _____

BILLING INFORMATION

Name _____ Email _____

Phone _____ Fax _____

Mailing Address _____

City _____ State _____ Zip Code _____

SPONSOR & EXHIBITOR SELECTIONS

SPONSOR PACKAGES

Conference DSCON _____

Sponsor Level Dot Org _____

Price \$ 0 _____

EXHIBIT BOOTHS

Square feet _____

@ \$ _____ per square foot

Exhibit fee \$ _____

TOTAL AMOUNT DUE:

\$ _____

Additional Marketing Opportunities

Advertisements _____

Pages _____ Price \$ _____

Bag Inserts _____

Number of pieces _____ Price \$ _____

PAYMENT INFORMATION

Full payment in U.S. funds must accompany this form in order to secure your space as a sponsor or exhibitor.

Cancellation Policy: We will refund 75% of the total sponsor or exhibitor fee paid for cancellations received in writing 120 days before the first day of the conference. We will refund 50% of the total sponsor or exhibitor fee paid for cancellations received in writing 60 days before the first day of the conference. We will refund 25% of the total sponsor or exhibitor fee paid for cancellations received in writing 30 days before the first day of the conference.

After that date, no refunds will be made. In the unlikely event of cancellation of the conference, the liability of O'Reilly Media, Inc. is limited to the amount of fees paid.

PAYMENT TYPE

Company check (Please make check payable to O'Reilly Media, Inc.)

Visa MasterCard American Express

Account number _____ Exp. date _____

Print cardholder's name _____

Cardholder's signature _____

Purchase Order P.O. Number (required if payment is not submitted with application): _____

TOTAL AMOUNT DUE: \$ 0



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COMPANY LOGO AND INFORMATION

Please submit a company logo and company/product description: Sponsors, see sponsorship details for number of words; Exhibitors submit a 50-word description. O'Reilly Media, Inc. ("O'Reilly") is authorized to make use of this information for the conference program, related marketing material, and web site. Company description and logo should be submitted via email to sponsorships@oreilly.com and should comply with one of the following print specs: 1. Adobe Illustrator or Freehand eps file, (vector file) with fonts outlined (this is very important: O'Reilly is not responsible for providing fonts for printing sponsor-submitted logos.) OR 2. 300 ppi Photoshop TIFF, EPS or JPEG file of your non-animated logo. The web logo will appear on a white background.

CONTRACT SIGNATURES

I have read and agree to all the terms and conditions of the Sponsor and Exhibitor Application and Contract, including the Participation Agreement. I warrant that I am authorized to sign on behalf of the Sponsor/Exhibitor listed above and that all information I have provided is complete and accurate.

X Sponsor _____ Title _____ Date _____

Upon receipt of this signed contract and full payment, O'Reilly will countersign and return a copy to the contact listed on page one of the contract.

O'Reilly Media, Inc. _____ Date _____

Please sign and return this contract with your payment to:
Attn: O'Reilly Conference Sponsorships, O'Reilly Media, Inc. 1005 Gravenstein Highway North, Sebastopol, CA 95472 Telephone: 707-827-7000 Fax: 707-829-0104

PARTICIPATION AGREEMENT

Terms and Conditions for Vendor Participation in the OSCON (event) taking place _____ (date).

ASSIGNMENT OF SPACE: O'Reilly shall assign the booth, display and/or tabletop space as agreed to under this Contract for the period of the display and such assignment will be made no later than four weeks before the event. Location assignments will be on a first-come, first-served basis and will be made solely at the discretion of O'Reilly.

USE OF DISPLAY SPACE: Company is allowed to distribute literature, run demonstrations, and sell products within the boundaries of the Company's assigned space. Company's product demonstration, placement or handing out of literature, signage, all booth furnishings and lighting must be well within the confines of the assigned space at all times and may in no way interfere with adjacent space. Demonstrations using audio must use headsets to demonstrate audio capabilities. Company shall not assign to a third party its space or any portion of that space without the prior written consent of O'Reilly, which O'Reilly may grant or withhold at its sole discretion. If such permission is given, the Company shall assume full responsibility for the conduct of the assignee and all its representatives.

COMPANY EVENTS: Company shall not schedule or sponsor any event in connection with the conference, including without limitation evening events, during a time that overlaps or conflicts with any Conference event published in O'Reilly's conference schedule.

INDEMNITY AND LIMITATION OF LIABILITY: Neither O'Reilly, any co-sponsor, venue provider nor any of their respective officers, agents, employees, facilities, representatives or assigns shall be liable for, and Company hereby releases them from, any claims for damage, loss, harm, or injury to the person, property or business of the Company and/or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the facility, accident or any other reason in connection with the display at the conference. The Company shall indemnify, defend, and protect O'Reilly and hold O'Reilly, any co-sponsor and venue provider harmless from any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses which might result or arise from Company's participation in the conference or any actions of its officers, agents, employees, or other representatives. Under no circumstance will O'Reilly, any co-sponsor, or the venue provider be liable for lost profits or other incidental or consequential damages for any of their acts or omissions whatsoever whether or not appraised of the possibility or likelihood of such damages or lost profits. In no event shall O'Reilly's liability, under any circumstance, exceed the amount actually paid to it by the Company. O'Reilly makes no representations or warranties regarding the number of persons who will attend the conference.

OBSERVANCE OF LAWS: Company shall abide by and observe all laws, rules and regulations, and ordinances.

CANCELLATION OR TERMINATION BY O'REILLY: If for any reason beyond its reasonable control including fire, strike, earthquake, damage, construction or renovation to the display site, government regulation, public catastrophe, act of God, or any similar reason, O'Reilly shall determine that the conference or any part may not be held, O'Reilly may cancel the conference or any part thereof. In that event, O'Reilly shall determine and refund to the Company its proportionate share of the balance of the fees received which remains after deducting all expenses incurred by O'Reilly.

CANCELLATION BY COMPANY: All payments made to O'Reilly under this application shall be deemed fully earned and non-refundable in consideration for expenses incurred by O'Reilly and O'Reilly's lost or deferred opportunity to provide space and/or sponsorship opportunities to others.

COMPANY CONDUCT: Company and all of its representatives shall conduct themselves at all times in accordance with highest standards of decorum and good taste. O'Reilly reserves the right to eject from the conference any Company or Company representative violating those standards.

AGREEMENT TO TERMS, CONDITIONS AND RULES: Company agrees to observe and abide by the foregoing terms and conditions and by such additional terms, conditions, and rules made by O'Reilly from time to time for the efficient and safe operation of the conference. This application represents the final, complete and exclusive agreement between the Company and O'Reilly concerning the subject matter of this application. O'Reilly does not make any warranties or other agreements except as set forth above. Any amendment to this contract must be in writing signed by O'Reilly. The rights of O'Reilly under this agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of O'Reilly. If any term of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect. This agreement shall be binding upon the heirs, successors, and assigns of the Company subject to the terms of this agreement regarding assignment.