



SANTA CLARA MARRIOTT – SANTA CLARA, CA -- DECEMBER 4-6, 2007

Sponsor named below hereby applies for the Sponsorship Package below at the Management Developers Conference described above. By signing below, Sponsor agrees that this payment is **NON-REFUNDABLE**.

Sponsor name: _____

Physical address (for shipments): _____

Mailing address: _____

City/state/country/zip (postage code): _____

Tel: _____ Fax: _____ E-mail: _____

Contact for sponsor arrangements: _____ Title: _____

(NOTE: Contact listed above will receive all correspondence regarding the Management Developers Conference)

Sponsor Package: Please mark the appropriate sponsorship level and write in applicable optional selection below:

- Diamond** – \$ 25,000 _____
- Platinum** – \$ 15,000 _____
- Gold** – \$ 10,000 _____
- Silver** – \$ 5,000 _____

Sponsor's signature below signifies that Sponsor has read, understands, and agrees to be bound by all the terms and conditions on the front and back of this form (including the SPONSOR RULES, REGULATIONS AND ADDITIONAL CONDITIONS, which constitute part of this Agreement). Also, by signing below, Sponsor acknowledges that if Sponsor has deemed it necessary or desirable, Sponsor has raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of this form.

Signer's full name: _____ Title: _____

Signature: _____ Date: _____

Method of payment: Check PO Info _____

Return To:

Management Developers Conference Inc.
PO Box 4930
Pinehurst, NC 28374

Nuala Ferdinand, Phone 978-947-3620, Fax 978-947-3619 nuala.ferdinand@mandevcon.com



SPONSOR RULES, REGULATIONS AND CONDITIONS

- 1. Offer and Acceptance.** Sponsor's submission of the Sponsor Agreement form shall constitute an offer from Sponsor to enter into such Agreement with Management Developers Inc. ("MDC") for the 2007 Management Developers Conference ("Conference"). Such offer can only be accepted by a legal representative of MDC. After signing MDC will send to Sponsor a fully-signed copy of the Agreement document, which sending shall constitute MDC's acceptance and cause the Agreement as a whole to become effective.
- 2. Soliciting/Photographs.** Sponsor is prohibited from distributing literature, souvenirs, or other items that are other than Sponsor's own materials; unless Sponsor has obtained MDC's prior written approval. These prohibitions apply before, after, or during conference hours. Canvassing in conference halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid Sponsor is strictly forbidden. Sponsor is prohibited from taking photographs of other sponsors or other aspects of the Sponsor, without MDC's prior written approval.
- 3. Remedies.** If Sponsor fails to make any payment or otherwise breaches any provision of the Agreement, and fails to cure within a reasonable time (as defined in the next sentence) after Sponsor has received written notice from MDC specifying the breach, MDC shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) evict Sponsor from any or all of the space being rented by Sponsor; (iii) have any of the Agreement's violated provisions specifically enforced; and/or (iv) exercise any other remedy available by rule of law. "Reasonable time" means: (i) immediately in the case of any breach occurring during the Conference; (ii) 24 hours, in the case of any failed payment and (iii) 5 days, in the case of any other breach. In addition, MDC may keep any and all monies received from Sponsor as liquidated damages, it being understood that MDC's losses and damages from Sponsor's breach of the Agreement as well as a precise value for services provided by MDC prior to the conclusion of the Conference are difficult to ascertain and that the agreed liquidated damages are not intended and may not be construed as a penalty. Upon cancellation of the Agreement, MDC may (without prejudice to any other available remedy) reassign the Sponsor's "package" in any other manner as MDC deems necessary, in its sole discretion, without any obligation to Sponsor.
- 4. Liability.** Neither MDC nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Sponsor or to Sponsor's employees, invitees, licensees, or guests, or Sponsor's property, from any cause whatsoever. Under no circumstances shall MDC or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Sponsor acknowledges that the risk allocations of this Section are reasonable based on the understanding that Sponsor shall obtain, at its own expense, adequate insurance against any such injury, loss, or damage. MDC shall not be liable for failure to perform its obligations under the Agreement as a result of strikes, riots, acts of God, or any other cause beyond its control. Sponsor assumes full responsibility and liability for the actions of its agents, employees, independent contractors, or representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold MDC and their respective privies, harmless from and against claims resulting directly or indirectly from the actions or omissions of Sponsor and/or Sponsors agents, employees, independent contractors, or representatives, whether within or without the scope of authority. There is no other agreement or warranty between Sponsor and MDC except as set forth in this document. The rights of MDC under this Agreement shall not be deemed waived except through writing signed by an authorized officer of MDC.
- 5. Force Majeure.** In case the Santa Clara Marriott is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for MDC to occupy the conference space during any part or the whole of the conference, then during such circumstances MDC, the building management, and their respective privies will be released and discharged from the obligation described in the Sponsor Package. MDC reserves the right to cancel, re-name, or relocate the conference or change the dates on which it is held. If MDC changes the name, relocates to another facility within the same city, or changes the dates for the Conference to dates that are not more than 30 days earlier or later than the dates originally scheduled, no refund will be due Sponsor and MDC shall assign to Sponsor such other Sponsor Package as MDC deems appropriate. In such case, Sponsor agrees to use such Sponsor Package under the terms of the Agreement.
- 6. Jurisdiction and Attorney Fees.** Should any legal action be commenced to resolve any dispute under the Agreement: (i) Sponsor hereby consents to venue and jurisdiction in the federal or state courts located in Raleigh, North Carolina, and agrees that no such action may be brought in a forum not located in Raleigh, North Carolina; and (ii) the prevailing party shall be entitled to an award of litigation expenses, interest, and reasonable attorney fees, in addition to any other remedy obtained.
- 7. Cancellations.** In the event that Sponsor wishes to cancel some or all of its Sponsor Package, Sponsor may request and MDC may grant such cancellation, but only with the following understandings; (i) all cancellations must be requested in writing and addressed to MDC at the address above; (ii) MDC is not required to refund any portion of moneys previously paid by Sponsor; (iii) if Sponsor's cancellation request is received by MDC after the Agreement has become effective, Sponsor nevertheless agrees to pay the full fee based on the original Sponsor Package, before such cancellation will become effective. MDC assumes no responsibility for having included the name of Sponsor in the Conference catalog, brochures, news releases, or other materials.
- 8. Changes.** If Sponsor requests an increase of its Sponsor Package after the Agreement has become effective, MDC will use reasonable best efforts to accommodate such request, subject to availability, additional fee payment, and other circumstances then prevailing. If Sponsor requests a change that leads to a net reduction from original requirements, such request shall be covered by Section 7 above.
- 9. Other Matters.** The Conference is owned, managed, and produced by the Management Developers Conference Inc. All matters not expressly covered in the Agreement are subject to the reasonable decision of the MDC, which decision shall be final.