



Conference Dates: June 5-6

F2006 Business Forecasting Conference

Exhibitor & Sponsor Overview

Grow your business at the F2006 Business Forecasting Event!

This is the perfect opportunity to meet industry leaders, innovators, and prospective customers in a small, focused setting.

Benefits to exhibiting at the F2006 Business Forecasting Conference:

- Gain access to potential customers in a small, focused setting
- Network with forecasting leaders across industries
- Get updates on industry trends from experts in the field

Who Attends F2006?

F2006 attracts forecasting professionals from all industries, giving the conference a unique perspective on the discipline.

Exhibitor Package

Price: \$500.00

Includes:

- 10x10 booth space for displaying and demonstrating your products and services. (includes 6' table and 2 chairs)
- Ongoing marketing through F2006 Conference promotions (logo on website, company listing in conference materials, logo in brochures, etc.)
- Banner with company logo prominently displayed in conference area
- 2 complimentary registrations to the conference for your booth staff

Sponsor Package

Price: \$2000.00 (2 available)

Includes:

- All items listed above
- Company logo prominently displayed in the cyber café or on the conference shirts (first come, first serve)
- One marketing piece included in the attendee bags
- 1 additional complimentary registration to the conference to be used at your discretion



Exhibitor and Sponsor Registration Form

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Company Name ("Exhibitor"): _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email: _____

Booth Package:

- Exhibitor Package \$500
- Sponsor Package \$2000

Payment Information: (Please include payment for total amount)

- Check enclosed (payable to SAS Institute, Inc.)
- Credit Card

Type: MasterCard Visa AMEX

Card #: _____

Exp. Date: _____ Amount to be Charged: _____

Authorized Signature: _____

Name as it Appears on the Card: _____

Company Logo

Please send your company logo in both JPG and EPS formats to Carrie Vetter at carrie.vetter@sas.com.

Questions?

Please contact Carrie Vetter at (919) 531-1838.

The attached Terms and Conditions are an integral part of this Exhibitor Agreement ("Exhibitor Agreement")

Terms and Conditions

In consideration of SAS Institute Inc. ("SAS") accepting the participation of Exhibitor at the F2006 Business Forecasting Conference and other good and valuable consideration, the receipt and legal sufficiency of which is expressly acknowledged, Exhibitor acknowledges and agrees to the following:

1. **Acceptance.** Exhibitor's participation in the F2006 Business Forecasting Conference is subject to acceptance by SAS. SAS may withdraw its acceptance at any time for any reason by providing a refund to Exhibitor of the total exhibitor fees paid by Exhibitor. SAS makes no warranties concerning the F2006 Business Forecasting Conference, specifically including, but not limited to, the number or types of attendees. The exhibit dates, hours, and venue may be modified upon thirty (30) days' prior written notice to Exhibitor.
2. **Cancellation and Termination.**
 - a. **Cancellation.** SAS may cancel all or any part of the F2006 Business Forecasting Conference for any reason, including, but not limited to, natural or public disaster, act of God, venue construction, insufficient participation, or government regulation. In the event of cancellation of the F2006 Business Forecasting Conference by SAS, SAS will refund to Exhibitor all exhibitor fees already paid by Exhibitor, after which Exhibitor will have no further recourse against SAS.
 - b. **Termination by Exhibitor.** Termination by Exhibitor must be in writing and will be effective upon receipt by the F2006 Business Forecasting Conference. The F2006 Business Forecasting Conference shall not be obligated to refund any fees paid by Exhibitor upon such termination by Exhibitor.
 - c. **Termination by SAS.** SAS may terminate Exhibitor's participation in the F2006 Business Forecasting Conference if Exhibitor violates any of the terms and conditions hereof and fails to cure such violation within five (5) days of receipt of notice (whether oral or written) from SAS concerning such violation.
3. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL SAS, ITS AFFILIATES, THE OWNERS OR OPERATORS OF THE F2006 BUSINESS FORECASTING CONFERENCE VENUE (ALL OF THE FOREGOING BEING COLLECTIVELY REFERRED TO HEREIN AS THE "F2006 BUSINESS FORECASTING CONFERENCE PROVIDERS"), OR THE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY OF THE FOREGOING BE LIABLE FOR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR RELIANCE DAMAGES (WHETHER ARISING IN CONTRACT OR TORT), WHETHER OR NOT THE F2006 BUSINESS FORECASTING CONFERENCE PROVIDERS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AMOUNT EXHIBITOR MAY RECOVER FOR ANY AND ALL CLAIMS RELATING TO MATTERS COVERED BY THESE TERMS AND CONDITIONS OR RELATING IN ANY MANNER TO THE F2006 BUSINESS FORECASTING CONFERENCE IS LIMITED TO THE TOTAL EXHIBITORSHIP FEES ACTUALLY PAID BY EXHIBITOR. SOME STATES DO NOT ALLOW LIMITATIONS OF LIABILITY, SO CERTAIN OF THESE LIMITATIONS MAY NOT APPLY; HOWEVER, THEY APPLY TO THE GREATEST EXTENT PERMITTED BY LAW. THE PROVISIONS OF THIS SECTION 3 SURVIVE THE TERMINATION OR EXPIRATION OF THIS EXHIBITORSHIP AGREEMENT.
4. **Indemnification.** Exhibitor agrees to defend, indemnify, and hold harmless the F2006 Business Forecasting Conference Providers and those lawfully in the F2006 Business Forecasting Conference venue from and against any claim, loss, liability, or damage suffered due to Exhibitor construction or maintenance of an unsafe exhibit, the negligence or misconduct of Exhibitor or its agents, or Exhibitor's breach of these terms and conditions. The provisions of this Section 4 survive the termination or expiration of this Exhibitor Agreement.
5. **Insurance.** In connection with its participation in the F2006 Business Forecasting Conference, Exhibitor shall provide and maintain the following minimum amounts of insurance for as long as necessary to cover any liability associated with the F2006 Business Forecasting Conference: (a) Automobile Liability Insurance of \$1,000,000.00 per occurrence/aggregate combined single limit for bodily injury/property damage, including hired and non-owned vehicles; (b) Worker's Compensation Insurance sufficient to meet statutory liability limits; (c) Employer's Liability Insurance with minimum limits of \$500,000.00 each

occurrence for accident and disease; and (d) Commercial General Liability Insurance with coverage on a primary, non-contributing, occurrence basis including premises/operations coverage (including medical payments personal injury coverage, and bodily injury and property damage coverage) with minimum limits of \$2,000,000.00 each occurrence, \$2,000,000.00 aggregate. SAS shall be named as an additional insured on the General Liability policies. Not less than two (2) weeks prior to the F2006 Business Forecasting Conference, Exhibitor shall provide SAS with a standard Certificate of Insurance showing evidence of all insurance required hereby. All policies shall provide that no cancellation or material change will be effective without at least thirty (30) days' prior written notice to SAS.

6. Release. Exhibitor acknowledges that the F2006 Business Forecasting Conference may be reproduced or recorded and authorizes SAS and its designees to record, transcribe, modify, or reproduce and distribute in any form (whether now known or hereafter developed) and for any purpose any such recording of the F2006 Business Forecasting Conference and agrees to execute any additional releases presented by SAS, its licensees, or permittees. Exhibitor hereby releases SAS and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activity, and specifically waives any statutory restriction on waivers or future claims.
7. Assignment and Use of Space.
 - a. Benefits and License. SAS will provide exhibit space ("Space") at the F2006 Business Forecasting Conference for Exhibitor to display its qualified products and services ("Exhibit") in the Space. The exhibitor fee includes the use of the Space and any of the benefits as specified herein.
 - b. Space Assignment. The F2006 Business Forecasting Conference Providers will assign the Space to Exhibitor. The F2006 Business Forecasting Conference Providers reserve the right to change or modify the Space at any time. The Space is for Exhibitor's use only, and Exhibitor may not assign or sublease any portion of the Space (including to an affiliated company) without SAS' prior written consent. Exhibitor must fully occupy the Space and provide displays and equipment meeting SAS' standards.
 - c. Own Risk. Exhibitor shall have sole responsibility for any loss of its equipment, materials, or proprietary information, or any loss relating to any subrogation claims by its insurers. Persons visiting, viewing, or otherwise participating in the Space shall be deemed invitees of Exhibitor and not those of the F2006 Business Forecasting Conference Providers.
8. Third Party Contractors. The F2006 Business Forecasting Conference Providers may require Exhibitor to use designated third-party contractors ("Designated Contractors") for certain services or for certain Exhibit and F2006 Business Forecasting Conference related activities. Exhibitor agrees to use such Designated Contractors when requested. Designated Contractors and third-party vendors serving the F2006 Business Forecasting Conference act solely as independent contractors and Exhibitor acknowledges and agrees that the F2006 Business Forecasting Conference Providers are not responsible for the performance, acts, or omissions of the Designated Contractors.
9. Compliance with Laws and Rules.
 - a. Laws and Rules. Exhibitor shall comply with all applicable laws, regulations, and ordinances in connection with its participation at the F2006 Business Forecasting Conference, including, but not limited to, (i) compliance with all rules of the F2006 Business Forecasting Conference venue and any relevant labor union and (ii) construction of the Exhibit in compliance with all applicable laws and regulations (including, but not limited to, the ADA and its local equivalence).
 - b. Third Party Proprietary Rights. Exhibitor will not violate the proprietary rights of third parties in connection with its participation in the F2006 Business Forecasting Conference.
 - c. Taxes and Licenses. Exhibitor shall be solely responsible for obtaining any licenses and permits, and payment of all taxes (including, but not limited to, sales and use taxes), license fees, or other charges applicable to its participation in the F2006 Business Forecasting Conference.
10. Trademarks. Exhibitor hereby grants to SAS a limited, non-exclusive, non-transferable, royalty-free right to use the Exhibitor's trademarks, trade names, service marks, and logos (collectively, "Exhibitor Trademarks") only for the limited purposes of advertising and promoting Exhibitor's participation in the

F2006 Business Forecasting Conference. All use of the Exhibitor Trademarks by SAS hereunder shall inure to the benefit of Exhibitor.

11. Miscellaneous. When accepted by SAS, this Exhibitor Agreement will constitute the entire agreement between Exhibitor and SAS concerning the subject matter hereof, and may only be modified in a writing signed by both parties. This Exhibitor Agreement supercedes and replaces any and all prior agreements, communications, and understanding (both written and oral) regarding the subject matter hereof. No failure of either party to exercise or enforce any of its rights herein will act as a waiver of such rights. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party has the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. If any provision of this Exhibitor Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and other provisions of this Exhibitor Agreement will remain in full force and effect. This Exhibitor Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, except the portions thereof applicable to conflicts of law. The titles of the various sections of this Exhibitor Agreement are used for convenience of reference only and are not intended to and shall not in any way enlarge or diminish the rights or obligations of the parties or affect the meaning or construction of this Exhibitor Agreement

Exhibitor represents and warrants to SAS that that the information supplied above is complete and correct and the person who signs below is authorized by Exhibitor to execute this Exhibitor Agreement and bind Exhibitor to the terms and conditions hereof.

Authorized Exhibitor representative

Signature

Date

Printed Name

Title

Return your completed Exhibitor Agreement to:

SAS Institute Inc.
Attn: Carrie Vetter, F2006 Business Forecasting Conference
SAS Campus Drive
Cary, NC 27513
(phone) 919-531-1838
(fax) 919-677-4444

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