

2010 Smart Grid RoadShow / Portland

Schedule "A" Terms & Conditions

1. ELIGIBILITY AND SPACE ALLOTMENT

Management has the sole right to decide the eligibility of a company or their products for inclusion in the show. Final space allocation of an exhibitor will be made by Show Management. Every effort will be made to provide the exhibitor with their location of first choice. Management, however, reserves the right to make reasonable reallocation of booth space.

2. OCCUPANCY DEFAULT

It is understood and agreed by the exhibitor that in the event the exhibitor fails to install their products in their contracted space, or fails to pay space rental costs within the time frame specified, or fails to comply with any other terms and conditions concerning the use of this space, Management will have the right to take possession of said space for such purposes as it sees fit. The exhibitor in the event this action is taken will be held liable for the full rental price of said space, as well as, any additional costs associated with the display and set-up of the vacant space. Management reserves the right to charge a penalty for downgrades in exhibit space.

3. LIMITATION OF LIABILITY

It is understood and agreed that all property of the exhibitor is to remain under the exhibitor's custody and control, in transit to or from or within the confines of the hall, subject to the rules and regulations of the exhibition. Exhibitors are advised to carry floater insurance to cover exhibit material against damage and loss and public liability insurance against injury to the person and property of others. Exhibitor agrees to make no claim for any reason whatsoever against Management or service contractor(s) for loss, theft, damage or destruction of goods; nor for any damage of any nature, including damage to his business by reason of failure to provide space for his exhibit; nor for any action of any nature of Management; nor for the failure to hold the exposition as scheduled.

4. INSTALLATION, EXHIBITING, DISMANTLING

Dates and times for installation, exhibiting and dismantling shall be those specified by Show Management. Exhibitor shall be liable for all storage and handling charges associated with the failure to comply within the time frames specified.

5. DISPLAY BOOTH DIMENSIONS

Display booth dimensions must conform to the published rules and regulations in the Exhibitor Manual.

6. EXHIBIT APPEARANCE

Management shall have full discretion and authority in the placement, arrangement and appearance of all items displayed by the exhibitor and may demand the replacement, rearrangement or redecorating of any item or booth without liability for costs that may accrue to the exhibitor as a result of the action. All exposed parts of the display, or booth object must be covered in such a manner so as to not be unsightly to neighbouring exhibitors. Specially built displays in variance with published regulations must be submitted to Management for prior approval.

7. EXHIBITOR ON-SITE STORAGE

Exhibitors will not be permitted to store packing crates, containers and any other non-essential items in their booth during the period of the show. It is the responsibility of the exhibitor to properly mark all packing materials to enable service contractors to manage in an expeditious manner therein and out facilitation.

8. EXHIBIT OPERATIONS RESTRICTIONS

The use of alcoholic beverages in the exhibition area is prohibited. Signage involving the use of neon or other such similar gases is prohibited. Wording on all signs in an exhibitor's booth will be of a nature so as to not be offensive or gaudy. Management has the right to order copy changes or the removal of such signage that fails to meet the guidelines. Booth representatives must be dressed in a professional and business-like manner.

Personnel recruitment displays of any nature shall not be permitted. Music and any other sound generating equipment must be operated at levels so as to not be disturbing to other exhibitors and show attendees. Excessive noise or activity obstructions will not be allowed during the show.

Objectionable odors will not be allowed.

Games of chance, lotteries, contest, carnival type activities and other sideshow type events will not be permitted without prior written approval from Show Management.

Demonstrations and all other sales activities must be confined to the limits of an exhibitor's booth. Distribution of samples, literature, and souvenirs will also be confined to the exhibitor's booth.

9. FACILITY CARE

Exhibitor is liable for any damage to building, floors, walls and to standard booth equipment or other exhibitors property. Placement or application of any liquid substance or material to building surfaces, or to standard booth equipment is strictly prohibited. Weights of all equipment and exhibit materials shall not exceed the premises maximum floor load. Any attempt knowingly or otherwise to distribute load weights in such a matter as to comply with maximum floor loads that results in personal accident or property damage will be the full and sole responsibility of the exhibitor.

10. SAFETY REGULATIONS

The exhibitor assumes all responsibility for compliance with all ordinances, regulations and codes of duly authorized local, provincial and federal bodies concerning fire, safety, health and environmental requirements. Booth decorations must be flameproof. Hanging materials must clear the floor. Electrical wiring must conform to the National Electrical Code Safety Rules. Failure or non-compliance on any mandated safety item will result in the need to dismantle that item and remove it from the premises at the exhibitor's expense.

11. CONTRACTORS

Management will select official contractors to provide services and equipment to exhibitors at the show site during set-up, show operations and dismantling.

12. UNION LABOUR

Exhibitor agrees to abide by and comply with rules and regulations concerning local unions having existing agreements with the show facility or with authorized contractors employed by Management. Any dispute or disagreement between exhibitor and an official contractor or between and exhibitor and tradesman will be referred to Management for resolution, which will be binding on all parties to the disagreement.

13. EQUIPMENT AND MATERIAL REMOVAL

The exhibitor agrees to remove his exhibit equipment and materials (including fluids) from the show facility by the date and time listed in the Exhibitor Manual. Removal of material will be in compliance with all municipal, provincial and federal government regulations, as well as facilities and Show Management guidelines. Show Management can provide a list of service companies to handle the removal of fluids, materials or any substances used during the show that may be required by law. Removal of such materials is at the sole risk and responsibility of the exhibitor.

14. ASSIGNMENT

The exhibitor may not assign this agreement without prior written consent of Show Management, which consent may be unreasonably withheld.