

2024 IEEE PES T&D Booth Contract Terms

SHOW SPONSOR AND EXPOSITION MANAGEMENT: PRINCIPLE PURPOSE:

The term "Show Sponsor" as used herein shall mean The Power Energy Society, of the Institute of Electrical and Electronics Engineers, Inc. The term "Exposition Management" as used herein shall collectively mean the Canfield Event Management LLC, and any additional IEEE PES assigned contractors and those officers, committee, agents or employees of the Show Sponsor acting for or on its behalf in the management of the Exposition. Collectively Show Sponsor and Exposition Management further herein to be known as "Group". The principle purpose of the Exposition is to stimulate interest in and demand for industry products, in general (herein "Principle Purpose"). No exhibitors shall engage in any activity inconsistent with the Principle Purpose.

SUB-LEASING

The exhibitor may not sublease its space, nor any part thereof, nor exhibit, offer for sale, give as a premium or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of the Exhibitor's display, in which case the identification of such articles shall be limited to the regular nameplate, imprint, or identification which in standard practice normally appears on them. The Exhibitor shall not permit non-exhibiting companies' representatives to conduct or solicit business from within its space. Foreign Exposition Agencies may act as third-party agents to assist international companies in acquiring exhibit. These agents must receive written permission from Show Management prior to reserving any space. The decision of Exposition Management shall in all instances be final regarding use of any exhibit space.

DEFAULT IN PAYMENT OF RENTAL

Any exhibitor failing to pay the rental called for this agreement on or before the due date for such rental shall be deemed in default. In such event, and without further notice to exhibitor, Management shall have the right to use the space assigned to Exhibitor to suits its own convenience, including selling all or a portion of such space to other exhibitor(s) without any rebate or allowance to Exhibitor, and Exhibitor shall continue to be obligated to pay the full rental for such space. Management assumes no responsibility for having included the name of the canceled Exhibitor or description of his products in the show catalog, brochures, news releases or other materials.

PAYMENT SCHEDULE & CANCELLATION OR REDUCTION PENALTY DATES:

October 2022 through August 31, 2023 - 50% deposit is due within 30 days of reservation for booths reserved on or before August 31, 2023. Final 50% payment is due September 1, 2023. Booths canceled or reduced in size by August 31, 2023 are eligible for a refund of 75% of cost for canceled/reduced exhibit space (i.e. exhibit space \$3300, paid \$1650, refund of \$825 due). September 1, 2023 - 100% payment is due within 30 days of reservation. Booths canceled or reduced in size after August 31, 2023 are not eligible for a refund even if space is resold. Any company cancelling all or part of their contracted exhibit space after this date will forfeit any payment previously made.

FAILURE TO HOLD EXHIBITION.

Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, pandemics, strikes, lockouts, fires, acts of God, terrorism, cancellation of the trade show, or any other activities or factors beyond its control that makes it inadvisable, impractical, or impossible to hold the event, whether similar or dissimilar to any of the foregoing. If IEEE PES T&D is unable to legally convene due to ordinances put in place by local, state, and/or federal governments, exhibitors will be given the option to utilize their paid booth fee towards a virtual booth (if applicable), receive a refund of the paid booth fee or transfer paid booth fee to the next T&D event. It shall not, however, be entitled to reimbursement for out-of-pocket expenses incurred in connection with the event. Should any contingency prevent holding of the Trade Show, this lease shall terminate, and the exhibitor waives any claim for damages or compensation, and neither party shall have any further obligations against the other, except that IEEE shall refund to the exhibitor the amounts paid under the Agreement, less a pro rata share of IEEE'S actual expenses incurred in connection with said trade show. Said pro rata share of IEEE'S actual expenses is to be determined on the basis of the number of square feet of floor space assigned to the exhibitor in relation to the number of square feet of floor space assigned to all other exhibitors at the trade show under similar contracts with IEEE PES T&D. Exhibitors who decide to cancel

their participation prior to an official event cancellation announcement from IEEE PES T&D will do so in accordance with the normal cancellation schedule, and will not be eligible for any additional refunds should IEEE PES T&D be forced to cancel the event at a later date.

DEFAULT IN OCCUPANCY

Any Exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space. If not occupied by the time set for completion of installation of displays, such space may be possessed by Management and re-allocated or assigned for such purposes as it may see fit.

LIMITATION OF LIABILITY/INSURANCE

The Group and the Exposition Facility shall not be liable for any loss or damage to the property of the Exhibitor, its representatives, employees, agents or invitees, arising from theft, fire, accident, or any other cause whatsoever. The Group and the Exposition Facility shall not be liable for personal injury to the representatives, employees, agents or invitees of the exhibitor, which injuries may arise from, or be in any way connected with, the use or occupancy of the exhibit space. The Exhibitor will indemnify, save and hold the Group and the Exposition Facility harmless from any and all suits or claims for damages arising out of such property loss or damage or personal injury (including death) and shall pay and indemnify the Group and the Exposition Facility for all costs and expenses, including counsel fees, arising from the defense of such claims and suits. All property of the Exhibitor is understood to remain under its custody and control, in transit to and from, or within the Exposition, subject to the Rules and Regulations hereof. The Exhibitor should purchase and maintain floater insurance, in scope and in limits of coverage adequate to cover against damage or loss to exhibit material, and public liability insurance, in scope and in limits of coverage adequate to cover against injury to the person and property of others, Exposition Management requires exhibitors to submit compliant certificate of insurance at least 30 days prior to move-in. Instructions and details to be posted to the event website. Exhibitors and any contractor hired by Exhibitors are required to submit certificate of insurance as evidence of said coverage 30-days prior to the staging of the Exposition. This coverage must list the following:

- In force during the lease dates of the event: 2- 11 May 2024
- Minimum policy limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.
- Naming IEEE Power & Energy Society (445 and 501 Hoes Lane Piscataway, NJ 08854 USA) as the certificate holder
- The following must be listed as additional insured:
 - IEEE Power & Energy Society, 445 and 501 Hoes Lane Piscataway, NJ 08854-4141 USA
 - Show Management, 9322 Ironwood Dr.; Frisco, TX 75033
 - City of Anaheim/Anaheim Convention Center 800 West Katella Avenue Anaheim, CA 92802
 - Freeman, 1600 Viceroy Dr, Suite 100 Dallas, TX 75235

AMERICANS WITH DISABILITIES ACT

Exhibitor shall have sole responsibility for ensuring that its exhibitor is in full compliance with the Americans with Disabilities Act and any regulation under that Act. Exhibitors will ensure the accessibility of its exhibit space, and agrees to hold harmless and indemnify Show Sponsor, Exposition Management and the Exposition Facility against any claims, damages, loss or exposure, including reasonable attorney fees and costs, arising out of or related to any alleged ADA violation. Information regarding ADA compliance is available from the US Dept of Justice ADA Information Line (800-514-0301) and from web site www.usdoj.gov/crt/ada/infoline.htm.

EU GENERAL DATA PROTECTION REGULATIONS

Upon accepting these terms and conditions, exhibitor also understands and agree to the regulations put forth in the EU General Data Protection Regulations (**GDPR**) at www.EUGDPR.org.

EXHIBITOR LISTINGS

Every effort is made to ensure the accuracy of exhibitor listing in any promotional material. By signing the booth contract the exhibitor agrees to hold Show Sponsor and Exposition Management harmless for any error or omissions.

INTELLECTUAL PROPERTY RIGHTS/MUSIC LICENSING

Exhibitor represents and warrants that it shall comply with all Intellectual Property Rights (IPR) and copyright restrictions applicable to EXHIBITORS, including but not limited to, any music performance agreement between Show Management and ASCAP or BMI for meetings, conventions, trade shows and expositions.

EXHIBITOR further represents and warrants that it shall obtain any additional permission, license or grant of authority

required of EXHIBITORS under the IPR or copyright laws and be prepared to present SHOW MANAGEMENT with a copy of such license or grant no less than thirty (30) days prior to the start of the SHOW. EXHIBITOR shall indemnify and defend Show Management for its failure to perform the foregoing. EXHIBITORS who need assistance in protecting their own intellectual property rights should contact SHOW MANAGEMENT for additional assistance.

INSTALLATION, SHOWING, DISMANTLING

Hours and dates for installation, showing, and dismantling shall be those specified by Exposition Management. The Exhibitor shall be liable for all storage, handling and/or removal charges resulting from its failure to remove exhibit or waste material from the Exposition before conclusion of the dismantling period, as specified by Exposition Management. No exhibit material shall be dismantled or removed in whole or in part prior to the time specified for dismantling. Exposition Management may prevent removal of any exhibit before the time of Exposition closing.

DAMAGE TO PROPERTY

Exhibitor is liable for any damage caused by its representatives, employees, agents, or invitees to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitors' property. Exhibitors may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.

HOUSING POLICY, HOSPITALITY FUNCTIONS

Exhibitors shall have housing priority for accommodations and hospitality suites in officially designated hotels. However, applications for reservations by any Exhibitor for hospitality suites will not be accepted unless that Exhibitor is, at the time of application, current in its payments toward the costs of the exhibit space. The Exhibitor shall not host nor participate in any hospitality or entertainment functions for trade attendees, except for mid-day lunches, that coincide in time with the show hours of the Exposition or hours of the Technical Conference.

ATTENDANCE

Management shall have sole control over admission policies at all times. In no event shall any person under the age of 16 be admitted to the Exposition during show hours, installation or dismantle periods.

EXHIBITOR'S ADMITTANCE DURING NON-SHOW HOURS

Booth representatives will be permitted to enter the Exhibition at 8:00 a.m. each day of showing and will not be permitted to remain in the Exposition after the closing hour each night, with the exception of the final night. Exhibitors with special needs or events that require additional time must make arrangements with Exposition Management, please contact tdexhibits@cemllc.com.

BOOTH REPRESENTATIVES

The Exhibitor's booth representatives shall only be those employees or agents of the Exhibitor who are actually working in its exhibit space. Booth representatives shall wear exhibitor's badge identification furnished by Exposition Management, at all times, Exposition Management may limit the number of Exhibitor's booth representatives at any time. Any of the Exhibitor's company personnel other than those working in its exhibit space must register as attendees at the Exposition.

EXHIBITOR RELOCATION

Show Management reserves the right to make changes at any time in the location, size, and display limits of any booth if this is in the best overall interest of the exhibition. Exhibitor acknowledges and agrees that it is not contracting for a specific exhibit space, but rather for the right to participate as an exhibitor at the trade show for a corresponding fee. Exhibits may not project beyond the space allotted or interfere with traffic or sightlines to exhibits of others Please note: it may become necessary to make changes to the placement of individual exhibit booths and/or the overall floorplan in order to adhere to local, state, and federal regulations regarding large gatherings in Anaheim, CA. Exhibitor is aware that guidelines are evolving and may change at any time. Every effort of prior notification will be made.

DEMONSTRATION EQUIPMENT PLACEMENT

All demonstration equipment including the operator's position must be located at least one foot removed from the aisle line of the exhibit area.

ARRANGEMENT AND HEIGHT OF EXHIBITS

Exhibitors are to abide by specific display regulations for all booth configurations that are outlined in the Booth Rules section of this website. Display regulations will be repeated in the Exhibitor Manual which will be available online in Fall 2023. Notwithstanding any display regulations, display material in an island booth may not exceed 20 feet in height. Exhibitor agrees to adhere to all COVID-19 related safety precautions put in place by the Convention Center, local, state and federal regulations as they relate to exhibit decoration or structure. Exhibitors building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booths. Show management shall authorize the official contractor to cover any exposed unfinished backwall, sidewall and to carpet all uncovered floorspace at exhibitor's expense if undone by the exhibitor by 4:00 p.m. Monday before opening day.

FLOOR LOAD

Under no circumstances may the weight of any equipment or exhibit material exceed the Exposition Facility's maximum floor load. The Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

FLAMMABLE MATERIALS

No flammable fluids or materials of any nature, including decorative materials, the use of which is prohibited by national, state or city fire regulations, may be used in any exhibit booth.

LOTTERIES AND/OR CONTESTS

The operation of games of chance or lotteries from within the Exhibitor's space or the actual or simulated pursuit of any recreational pastime is permitted only on prior written approval from Exposition Management. All lotteries and contests must meet and follow all federal, state and local laws.

NOISE AND ODORS

No noisy or obstructive work will be permitted during open hours of the Exposition, and no noisily operating displays or exhibits producing objectionable odors will be allowed. Management will be the final judge of the objectionable noise or odor.

SOUND AMPLIFYING, REPRODUCING EQUIPMENT

The use of sound systems is permissible, provided they are not audible more than 3'0" into the aisle or into neighboring booths, and that the sound is directed exclusively into the exhibitor's booth. Exposition Management shall have absolute control over this regulation, the intent of which is to ensure that sound systems shall not audibly objectionable to neighboring Exhibitors. Sound amplification may be used by an Exhibitor only for the dissemination of information to the 2020 IEEE PES audience directly relating to products and/or services of the particular company displaying such products and/or services at the 2020 IEEE PES. No image may be projected outside the booth space or to a height greater than ten feet from the floor.

SAFETY DEVICES

Exhibitor agrees to accept full responsibility for compliance with national, state, and city regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment. All electrical wiring must meet building and all applicable local codes.

OBSTRUCTION OF AISLES OR BOOTHS

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to adjoining Exhibitors' booths shall be suspended for any periods specified by Exposition Management.

REJECTED DISPLAYS

Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with the Rules and Regulations herein laid down. Exposition Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or its representatives, with or without giving cause. If cause is not given, the Exposition's liability shall not exceed the return to Exhibitor of the pro-rate amount of retail unearned at the time of ejection. If any exhibit or Exhibitor

is ejected for violation of these Rules and Regulations or for other stated reasons, no return shall be made.

SAMPLES; SOUVENIRS; RETAIL SALES

Samples, souvenirs, publications, etc. may be distributed by Exhibitor from within its exhibition space. The distribution of any article that interferes with the activities in or obstructs access to neighboring exhibit spaces, or that impedes aisles, is prohibited. No article containing any product other than the products or materials made or processed or used by the Exhibitor in or as the product or service he sells may be distributed except by written permission of Exposition Management. Sales at retail, for delivery to purchaser on the Exposition premises, are prohibited.

EXHIBITORS' DISCUSSIONS / COSTUMES

The Exhibitor's booth representatives shall not conduct discussions, answer questions, or explain their products or services in aisles or in exhibit spaces other than their own. Exhibitors' booth representatives wearing distinctive costumes, or carrying banners or signs separate from or as part of their apparel must remain in their own exhibit space. Booth representatives may not wear clothing that Management deems scanty or excessively revealing.

"SOLD" SIGNS

No "sold" signs or signs of any nature which designate prices or notices of sales are permitted. Signs identifying a machine or product (other than the nameplate that is factory installed) supplied by or manufactured by a non-exhibiting company may not be displayed. Electric flashers or signs involving the use of neon or similar gases are prohibited. Should the wording on any sign or area in an Exhibitor's booth be deemed by Exposition Management to be contrary in any way to the best interest of the Exhibition, Exhibitor shall make such changes or remove signs as requested by Exposition Management's decision will be final in such matters.

UNION LABOR AND OFFICIAL CONTRACTORS

The Exhibitor shall comply with any union requirements regarding the installation, operation and dismantling of its exhibit then in effect at the Exposition Facility and shall respect all Exposition Facility contracts and rules. Exposition Management may permit the Exhibitor's own full-time employees to perform some specific work within its exhibit space; in no event shall unauthorized independent contractor be permitted on the Exposition floor to perform work. The Group assumes no responsibility for failure to perform by contractors, their charges for services provided or for any other matter relating to contractors, unions or the Exposition Facility.

FOOD AND BEVERAGES

The offering by the Exhibitor or consumption of food or beverages by its representatives, employees, agents, or invitees within its exhibit space is subject to any food and beverage contracts then in effect at the Exposition Facility.

EXPOSITION PROMOTIONAL MATERIAL

The promotional material of the Exposition may include statistics regarding prior stagings including attendance levels and characteristics, totals of exhibit space sold and other information. Notwithstanding these statistics, the Group makes no guarantee of specific attendance levels or characteristics or the amount of exposition space that will be sold.

AMENDMENT AND INTERPRETATION OF RULES AND REGULATIONS

Any matters not specifically covered by these Contract Terms and the Booth Rules shall be subject solely to the decision of the Group. These Rules and Regulations may be amended or supplemented at any time by Exposition Management, and upon publication all amendments or supplements so made shall be binding on Exhibitor with equal effect as the preceding Rules and Regulations. The Exposition Management reserves the right to render all interpretations to these Rules and Regulations and their application to specific Exhibitors. The judgment of Exposition Management will in all cases be final. The failure by Exposition Management to enforce a particular Rule or Regulation, whether by neglect or choice, shall not constitute a waiver on the part of the Exposition Management or its authority to do so.

AGREEMENT TO RULES

These Booth Rules & Contract Terms constitute a material part of the contract hereof, and the Exhibitor, for itself and its representatives, employees and agents agrees to abide by them and by any amendments, or supplements thereto that may be put into effect by Exposition Management.

Show Sponsor

The Power Energy Society
Institute of Electrical and Electronics Engineers, Inc.
445 Hoes Lane
Piscataway, NJ 08854

Exhibit Contact

TD Exhibits
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tdexhibits@cemllc.com