

Exhibit Space Application and Contract

ENTELEC Conference and Exposition • April 23-25, 2019
George R. Brown Convention Center • Hall B3 • Houston, Texas



Company Name _____ Contact Name _____ Title _____

Physical Address _____ City _____ State/Province _____ Zip/Postal Code _____ Country _____

(_____) _____
Phone _____ Email _____ Website _____

BOOTH SPACE/CALCULATIONS

Booth Includes:

Back drape and side drape (for linear booths only), booth sign, inclusion in the printed show program directory.

Space Choices

We request the booth(s) listed below. If our choices have already been assigned, we request ENTELEC assign what it considers to be the best location(s) available.

Choice 1. _____ Choice 2. _____
Choice 3. _____ Choice 4. _____

Please locate me at a distance from the following companies: (as available)

1. _____
2. _____
3. _____

Payment:

A 50% deposit is due upon submission of your contract. Booth space (10' x 10' increments) will not be assigned without a deposit*. Contracts received after December 14, 2018, must be paid in full when contract is submitted.

\$2,650 If Associate Member \$3,650 If NonMember

_____ Booths x \$ _____ Rate = \$ _____ (A)

*Final payments due by December 14, 2018.
Space Assignment Deadline: August 3, 2018

Corner Fee _____ x \$200 = \$ _____ (B)

Island Corner Fee** _____ 4 _____ x \$200 = \$ _____ (C)

Booth Space Total (A+B+C) = \$ _____ (D)

Sponsorship/Advertising Opportunities = \$ _____ (E)

Total Cost (D+E) = \$ _____ (F)

Deposit Total (50% of F) = \$ _____ (G)

Remaining Balance (F-G) = \$ _____

**Island Booths automatically require four (4) corners.
*Fee is based on Upcharge selected and size of booth.

ADDITIONAL OPPORTUNITIES

Sponsorships:

- Sponsorship: Badge Lanyards.....\$8,750
- Sponsorship: Conference Attendee Bags.....\$6,500
- Sponsorship: Mobile App Sponsor.....\$6,000
- Sponsorship: Wednesday Lunch (In Exhibit Hall).....\$5,750
- Sponsorship: Thursday Lunch (In Exhibit Hall).....\$5,750
- Sponsorship: Presidents Welcome Reception(In Exhibit Hall).....\$5,500
- Sponsorship: Registration Area.....\$5,000
- Sponsorship: Wednesday Opening Keynote.....\$5,000
- Sponsorship: Wednesday Networking Reception (In Exhibit Hall).....\$4,250
- Sponsorship: Conference Program (4C Back Page Ad).....\$4,250
- Sponsorship: Technical Session Sponsor.....\$4,000
- Sponsorship: Aisle Signs (In Exhibit Hall).....\$4,000
- Sponsorship: Registration Confirmation E-Mail.....\$3,750
- Sponsorship: Wednesday Breakfast.....\$3,750
- Sponsorship: Validation Station & Prize Sponsor (3 available).....\$3,000
- Sponsorship: Conference Schedule of Events.....\$2,500
- Sponsorship: Conference Notepads.....\$2,750
- Sponsorship: Conference Bag Inserts (Limit of 3).....\$2,500
- Sponsorship: ThursdayAfternoonBreak.....\$2,200
- Sponsorship: _____ \$ _____

Advertising:

- Advertising: Inside Cover Show Program Ad (Limit of 2).....\$1,650
- Advertising: Mobile App Rotating Banner Ad (Limit of 3).....\$1,500
- Advertising: Show Program Full Page Full Color Ad.....\$1,200
- Advertising: 4'x8' Full Color Graphic Panel.....\$1,000
- Advertising: Show Program Full Page Black & White Ad.....\$800
- Advertising: Mobile App Full Page Flyer on Exhibitor Profile.....\$750
- Advertising: Program & App Upgraded Exhibitor Profile Listing.....\$500

Sponsorship/Advertising Total = \$ _____ (E)

PAYMENT METHOD

I/we understand this application becomes a binding contract when accepted and signed by ENTELEC. I/we agree to abide by the rules and regulations published on this form, the Exhibitor Service Manual and subsequent additions. And by signing this contract I/we understand we are responsible for all Booth Space Fees, Promotional Opportunities and other fees as noted above. Payments made by credit card, final booth payment will be automatically charged on December 14, 2018 if alternative payment has not been received.

X _____
Authorized Signature Required _____ Date _____ Printed Name _____ Accepted by ENTELEC _____

PAYMENT METHOD

Check (make payable to ENTELEC in US funds drawn on US Banks):

Name On Check _____ Check Number _____ Check Date _____ Check Amount _____

Credit Card Payment:

AMX Visa MasterCard _____ Name as it appears on the card _____ Card Number _____

Authorization Code _____ Expiration Date _____ Credit Card Signature _____

ENTELEC 2019 RULES AND REGULATIONS

As of 6/4/2018

1. DEFINED TERMS

The term "Event" means 2019 ENTELEC Conference & Exposition, scheduled to be held on April 23-25, 2019, (the "Event Dates") at the George R. Brown Convention Center-Hall B3 (the "Exhibit Facility"). The Event is produced by Mpire Management Group and managed by The Energy Telecommunications and Electrical Association ("ENTELEC"). As used hereinafter, the term "ENTELEC" means, collectively, The Electrical Telecommunications and Electrical Association, Mpire Management Group and each of its officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by ENTELEC in the manner stated below and (ii) each of its officers, directors, employees, contractors, agents, representatives and/or invitees, as applicable.

2. EXHIBIT PRIVILEGES

Exhibit privilege is open to Associate Members of ENTELEC who are in good standing with ENTELEC and current in payment of dues and all other charges invoiced by ENTELEC and have executed the exhibitor's contract. Nonmember companies, may exhibit if they are in good standing with ENTELEC, and have executed the exhibitor's contract and paid all related nonmember fees.

ENTELEC reserves the right to decline any request if it is not in the best interest of ENTELEC or other ENTELEC sponsored shows.

3. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of ENTELEC. Evidence of contract acceptance will be a formal confirmation of assigned space and the related financial specifics. The final exhibit space and/or location may be different from the Exhibitor's requests. **Please note:** All booths are required to have a floor covering. This can be provided by the exhibitor or rented through the General Service Contractor. More information will be included in the Exhibitor Service Kit.

4. ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither ENTELEC nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither ENTELEC nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

5. INDEMNIFICATION

Exhibitor shall indemnify, defend (with legal counsel satisfactory to ENTELEC), and hold ENTELEC and the Exhibit Facility harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) a breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

6. LIMITATION OF LIABILITY

Under no circumstances shall ENTELEC or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall ENTELEC's maximum liability under any circumstance exceed the amount actually paid to ENTELEC by Exhibitor for exhibit space rental pursuant to this contract. ENTELEC makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

7. ELIGIBILITY OF EXHIBITOR

ENTELEC, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event, as defined in Clause 2. Purpose. ENTELEC reserves the right to restrict or remove any exhibit or sponsorship opportunity which ENTELEC, in its sole discretion, believes it is objectionable or inappropriate.

8. ASSIGNMENT OF SPACE

Initial assignments of space will be determined by space allocation done after the deadline on August 3, 2018. The ENTELEC priority points list governs the order in which companies will be assigned exhibit space. However, only companies returning the signed contract and payment by the designated deadline dates as determined and published by ENTELEC are eligible to participate in priority space assignment. Following the space allocation, space will be assigned on a first-come, first-serve basis. Exhibit space shall be assigned by ENTELEC, in its sole discretion, for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events. ENTELEC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to, or during the Event, if ENTELEC, in its sole discretion, determines that to do so is in the best interest of the Event.

8.1. PRIORITY POINTS

ENTELEC Associate member firms, earn one priority point for each year of membership in ENTELEC. Each exhibitor will receive one

point for each 100 square foot of space at each ENTELEC sponsored tradeshow at which they exhibit. The point for membership is awarded at the end of the fiscal year in June and the point for exhibiting is awarded within 30 days of the tradeshow. Additionally, exhibitors will earn bonus priority points for sponsorship purchased in conjunction with a tradeshow. Points are awarded on a sliding scale, based on the dollar volume spent per tradeshow for sponsorship, according to the following formula: \$1,750-\$4,999 = 2 points; \$5,000-\$9,999 = 6 points; \$10,000+ = 10 points. These bonus points are awarded at the time the sponsorship order is submitted by the exhibitor, along with full payment. Bonus points will be added to the exhibitor's existing priority points and factored into the space assignment process **for the current tradeshow only**. Additional or bonus priority points are not cumulative and will only be used for the current event's space allocation.

9. PAYMENTS

Exhibitors pay a 50% deposit per booth and the remainder of the balance due in full December 14, 2018. Exhibitors that contract for space after December 14, 2018 must pay in full at the time the contract is submitted. After December 14, 2018, a company that cancels, downsizes, or fails to exhibit at ENTELEC 2019 is still 100% liable for all outstanding balances of contracted booth space, including Special Booth Configuration fees, and will not be allowed to exhibit at future ENTELEC events until the outstanding balances are paid in full. Exhibitor shall be liable for all collection costs and expenses, including collection agency fees and reasonable attorneys' fees if ENTELEC must take action to collect the unpaid balance. **Please fax your contract to 972-915-6040 or mail your contract and payment information to ENTELEC, Attn: Blaine Siske, 3341 Regent Blvd., Suite 130-325, Irving, Texas, 75063. Contracts without payments attached will be considered incomplete and not assigned booth space.**

10. CANCELLATION BY EXHIBITOR

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice in writing sent to ENTELEC with evidence of receipt. If written notice of cancellation is received after **December 14, 2018**, all paid exhibit fees and promotional opportunity fees will be forfeited by the exhibitor. If written notice of cancellation is received prior to December 14, 2018, Exhibitor will be liable for 50% of the total exhibit fees and 100% of sponsorship opportunity fees. Please note that the marketing of the sponsorship opportunities ceases on the date of the cancellation. This amount is considered to be liquidated and agreed upon damages, for the injuries that ENTELEC will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause ENTELEC to sustain damages. In this situation, ENTELEC's damages will be substantial, but they will not be capable to determine with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. ENTELEC reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the space in question. The canceled space is subject to the same cancellation provisions noted above. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

11. CANCELLATION BY ENTELEC

If Exhibitor fails to make a payment required by this contract in a timely manner, ENTELEC may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. ENTELEC reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to ENTELEC. ENTELEC is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. ENTELEC may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on ENTELEC's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach.

12. CANCELLATION OF THE EVENT

If ENTELEC cancels the Event due to circumstances beyond the reasonable control of ENTELEC (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), ENTELEC shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of ENTELEC to Exhibitor. ENTELEC reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If ENTELEC changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but ENTELEC shall assign to Exhibitor, in lieu of the original space, such other space as ENTELEC deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If ENTELEC elects to cancel the Event other than for a reason previously described in this paragraph, ENTELEC shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of ENTELEC to Exhibitor.

13. EXHIBIT SPACE OCCUPANCY

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by ENTELEC. If Exhibitor fails to install its display in its assigned space by 3:00 p.m. on Tuesday, April 23, 2019, or leaves its space unattended during Exhibit hours, ENTELEC shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by ENTELEC.

14. LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at the Event, Exhibitor grants to ENTELEC a fully paid,

perpetual non-exclusive license to use, display and reproduce the name, trade names and product name, of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in ENTELEC promotional materials. ENTELEC shall not be liable for any errors in any listings or descriptions or for omitting any Exhibitor from the directory or other lists or materials. ENTELEC may also take photographs and videos with sound of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs and videos with sound for any ENTELEC promotional purpose.

15. CARE OF EXHIBIT FACILITY

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

16. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.

17. INSURANCE

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below, as well as any additional event specific insurance to be outlined in the Exhibitor Service Manual:

A) Workers' Compensation and Employer's Liability insurance complying with all federal laws and laws of the state in which the Event is being held;

B) Commercial General Liability insurance with limits not less than \$500,000 each occurrence, \$1,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);

C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

Commercial General Liability and Automobile Liability insurance policies shall name as additional insureds ENTELEC and each of its subsidiaries, and HFC, the City of Houston, George R. Brown Convention Center Authority's and all departments, boards or committees established by it or under its control. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to ENTELEC, shall be furnished to ENTELEC thirty (30) days before the first day of the Event. Certified copies of the Certificate of Insurance or policies shall provide that they may not be canceled without 30 days' advance written notice to ENTELEC.

18. COPYRIGHTED MATERIALS

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

19. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

20. ADDITIONAL TERMS AND CONDITIONS

ENTELEC has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, ENTELEC in its sole judgment may refuse to consider for participation in future Events any Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of ENTELEC. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space.

21. EXHIBITOR SERVICE MANUAL

Approximately 90 days from the Event, ENTELEC will post an Exhibitor Service Manual on our show website. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

22. INCORPORATION OF RULES AND REGULATIONS

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by ENTELEC in its sole discretion. ENTELEC may adopt rules and regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by ENTELEC as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by ENTELEC states the entire agreement of the parties with respect to the Event participation.