

**2021 49TH POWER SOURCES CONFERENCE (PSC)
JUNE 7-9, 2021 – Sawgrass Marriott Golf Resort & Spa, Ponte Vedra Beach, FL**

CONTRACT FOR EXHIBIT SPACE

The undersigned by the duly authorized officer, agent or employee (hereinafter called "exhibitor") hereby enters into a contract with the Power Sources Conference (hereinafter called "PSC") for exhibit space at the Power sources Conference on June 7-9, 2021 at the Sawgrass Marriott Golf Resort & Spa Ponte Vedra Beach Fl. (hereinafter called "Facility") This contract is subject only to (1) the acceptance by counter signature of PSC's show management company and (2) such additional terms and conditions which constitute a part of, or are included in, this contract. Reservation of exhibit space by show management on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall insure to the benefit of the Exhibitor or be binding upon PSC. THE EXHIBITOR further agrees that if, in the opinion of PSC, it becomes necessary the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor. Exhibitors shall abide by all rules as stated or amended in the "Rules and Regulations" of the Exhibit that shall become part of this contract.

Booth Space and Schedule:

Early Bird (Until 10/5)- \$2750
Regular (Until 1/4/21)-\$2850
Late (Until 6/6/21) \$2950

Payment Schedule:

\$300 Deposit due with completed applications
By Nov. 16,2020 50% due and payable
By Feb. 1, 2021 100% Due and payable

Payment not made by due dates may result in cancellation of Exhibit Space

CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted herein, The Exhibitor must do so in writing by certified mail (to 411 Lafayette Street, Suite 201, New York, NY 10003), and will be obligated to pay PSC liquidated damages based on the schedule listed in **Section Cancellation Policy of Rules and Regulations**. Written notice of cancellation must be received on or before October 5,2020 to be liable for 25% of rental fee due, and on or after October 5,2020 and before February 1,2021 to be liable for 50% of total cost of exhibit space. On or after February 1, 2021 100% of the total cost of exhibit space.

EXHIBIT SPACE: Size _____ ft. x _____ ft. Booth choices: 1. _____ 2. _____ 3. _____

Total Booth Area: _____ Sq. ft.

BOOTH COST: \$ _____

TOTAL COST: \$ _____

Name of Company: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____ Email: _____

Website: _____ Products to be exhibited: _____

Contact Name: _____ Title: _____

Name/Signature: _____ **Date** _____

By signing above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor

Acceptance of this contract by the 2021 Power Sources Conference converts this application into a binding contract between the exhibitor and the 2021 Power Sources Conference, covering all aspects of this contract -- including the booth rental and the rules and regulations in the attached document.

For Use by PSC

Exposition Assigned Power Sources Conference Booth Assigned _____ Total Square Feet _____ Total Rental Fee \$ _____

Accepted for PSC or Show Management _____ Date: _____

2021 POWER SOURCES CONFERENCE CONTRACT AND "RULES AND REGULATIONS"

CANCELLATION: The Exhibitor specifically recognizes and agrees that PSC will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation of their exhibit space (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because canceling affects, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation refund schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate PSC for PSC losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice of cancellation of all or any part of PSC assigned booth space.

Cancellation, Withdrawal and Downsizing; Liquidated Damages.

- On or before October 5, 2020 25% of the total cost of exhibit
- On or before February 1, 2021 50% of the total cost of exhibit
- After February 1: 100% of the total cost of exhibit

The parties agree that quantifying losses arising from Exhibitor's cancellation, withdrawal or downsizing of the Exhibit Space is inherently difficult, as Management shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Exhibition. The parties further agree that the agreed-upon sum is not a penalty, but rather a reasonable measure of damages based upon the parties' experience in the exhibition industry and the nature of the losses that may result from such cancellation, withdrawal or downsizing of Exhibit Space. Exhibitor must provide written notice to Management for any cancellation, withdrawal or downsizing. The date Management receives such notice shall be the effective date of such cancellation, withdrawal or downsizing (the "Effective Date"). Any cancellation or withdrawal by Exhibitor entitles Management to the full amounts shown on Page 1. If, at the Effective Date, Exhibitor has already paid fees in an amount greater than the liquidated damages amount owed, Management shall refund the difference between the amount already paid and the liquidated damages amount to Exhibitor. Cancellation fees cannot be applied toward exhibit space at other shows or advertisement. Upon any such cancellation, withdrawal or downsizing, Management shall have the right, but not the obligation, to license the subject Exhibit Space to another exhibitor prior to the Exhibition without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder. **Cancellation refunds will be accepted only in accordance with the above schedule.**

EXHIBIT HOURS: Monday, June 7, 2021 (6:00pm-8:00pm); Tuesday, June 8, 2021 (9:00 am – 6:00pm); Wednesday June 9, 2021 (9:00 am – 4:00pm)

SPACE: The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

ARRANGEMENT OF EXHIBIT BOOTHS ONLY: Standard booth background and side rails, decorated with background drape and uniform ID signs are provided without charge. Exhibitor will provide all other furnishings, equipment, facilities, etc., at their own expense and responsibility. They must be obtained through the official suppliers. Standard booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. If any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be paced not to exceed the height of four feet. Island configurations are limited to 18 feet where ceilings permit. All exhibit booths must be carpeted. Any deviation must be submitted to PSC for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted. If PSC gives permission for subletting of space, the Exhibitor is not permitted to resell or co-op their space at less than the full price.

GENERAL RESTRICTIONS AND RULES:

(1.) Exhibitors are prohibited from using amplifying equipment that is objectionable to PSC. (2.) Exhibitors must confine their activities to their contracted space (3.) Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booth. (4.) Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress are such as to not offend even the most critical. (5.) Draping materials and other decorative materials must be flameproof and comply with all State and local regulations. (6.) PSC reserves the right to require modification of questionable exhibits (7.) Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshall (8.) Exhibitors may not begin dismantling their exhibit until the close of the show. Exhibitor must follow the rules of dismantling which can be found in your service manual. (9.) Sound: Sound displays having a decibel reading exceeding 85 decibels will not be permitted. If your booth has sound equipment we suggest that the devices be positioned into the booth rather than into the aisle. The use of headsets or oscilloscopes is encouraged. (10.) Solicitation: No soliciting for business shall be permitted in the aisles or in other exhibitor's booths. (11.) Photography: Picture taking in the Exhibit Hall is prohibited unless specific permission is obtained from Exhibit Booth Personnel. Exhibitors and photographers may not disrupt visitor traffic by clearing

booths or aisles for photography during the regular conference hours.

(12.) Exhibitor shall not paste, nail or otherwise affix any exhibition sign of other material to walls, doors, or other surface on the exhibition property that is supplied by PSC or to any other part of the conference site. Exhibitor shall be liable for any damages caused by failure to adhere to this provision. PSC reserves the right to make any reasonable changes in the rules necessary to ensure the health of all persons attending PSC and the operation of PSC all Exhibitors will be advised of such changes.

EXHIBITOR REGISTRATION FOR EXHIBIT BOOTH SPACE ONLY: Each exhibitor will receive one complete registration package for each booth rental. Each package will include a badge for admission to the exhibit area and all technical sessions, and a copy of the Conference Proceedings.

LIABILITIES: The Exhibitor agrees that PSC, its agents and employees, and the Facility: (a) Will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, agents or employees, all claims for such loss damage, destruction, or injury being expressing waived by the Exhibitor, (b) Will not be responsible for any claims of copyright, trademark or patent infringement, unfair completion and product liability issues between exhibitors. (c) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents, or employees. The Exhibitor may be required to provide a certificate of insurance to PSC. Exhibitor shall also indemnify and save and hold harmless PSC and Facility from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on part of the exhibitor or its agent, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of PSC or Facility. Such indemnification shall not be limited to insurance required herein. PSC, its agents and employees will not be liable for failure to hold the Exhibits as scheduled. Payments for booth space will be returned in that event except that any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or act of God, or public enemy, or strike, or act of terrorism, or epidemic, or any law or regulation of public authority or any other act beyond the control of PSC, which makes it impossible or impracticable to hold the Exhibition.

INSURANCE: Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry General Liability Insurance with a \$1,000,000.00 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier, which fire, explosion or any other risk coverage insuring their property. PSC will provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft under ACT.

AMERICANS WITH DISABILITY ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitors shall also indemnify and hold harmless PSC, P C M and the Marriott Tech Center Hotel against cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under this Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE: When notified, exhibitors are encouraged to forward prepaid Shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Manual with the name of show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be mailed to exhibitors well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges will be sent in advance of show time.

RULES AND REGULATIONS: Exhibitors shall abide by all other provisions of these rules and regulations, and with the rules and regulations stated in the official exhibitor service manual, and with fire regulations and all other regulations of governmental agencies and the Facility. It understood and agreed by applicant that the Rules and regulations of the exhibit as issued or amended by PSC are hereby made an integral part of the Contract and of the agreement between Applicant and PSC for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of space.