Exhibit Space Agreement

Conference: April 23-26, 2019
Exhibition: April 24-25, 2019
Mirage Events Center
Las Vegas, NV

PAYMENT TERMS

In consideration of company’s participation as an exhibitor, the participating exhibitor shall pay to Access Intelligence, LLC the total exhibit space fee, which shall be payable (a) 50% at contract signing and (b) the balance before December 14, 2018. For contracts received on or after December 14, 2018, 100% of the fee will be due with the contract.

All fees are deemed fully earned by Access Intelligence, LLC and non-refundable when due unless Access Intelligence, LLC denies the application, in which case fees already paid will be refunded.

Authorized Signature __________________________________________________________________________ Date  ________________________________

Signer’s Full Name _____________________________________  Title  _____________________________________________________________

EXHIBIT SPACE INFORMATION

Exhibit space is available in 10’x10’ increments at the following rates:

- Inline Booth Price $41/sq ft
- Corner Booth Price $42/sq ft

Booth Size Requested: _______ ft X _______ ft

Total Cost: $___________

Specify booth numbers in order of preference:

1. _______________ 2. _______________ 3. _______________

MARKETING UPGRADES

Show Guide
- Full page print ad $1,995
- 1/2 page horizontal ad $1,595
- 1/4 page ad $995

Pre & Post Show Opportunities
- Pre & Post Show Attendee List $1,200
- Pre-Show HTML Blast $1,750
- Post Show HTML Blast $1,950

Online/Print Profile Enhancements
- Leads & Access Package $1,500
  (includes pre + post show attendee list)
- Logo Upgrade Package $550

FURNITURE PACKAGE

- 2 Chairs
- 2 Lunches per day
- Wastebasket

Standard Carpet — select carpet color
- black
- gray
- latte
- plum
- red pepper
- blue
- green
- midnight blue
- red
- tuxedo

6 Foot Table — select drape color
- black
- brown
- gold
- green
- red
- blue
- flax
- gray
- plum
- white

Size
- 10x10 Full Rate: $1,000
- 10x20 Full Rate: $1,600
- 10x30 Full Rate: $2,000

PAYMENT

TOTAL DUE = Booth + Furniture Package + Marketing Enhancements $_______

- Check enclosed
- Please Invoice

Credit Card:
- Visa
- MasterCard
- AmEx
- Discover

Cardholder Name: ________________________________
Billing Address: ________________________________
Card#: _____________________________
Exp. Date: _____________________________  CVV#: _____________________________
Authorized Signature: ________________________________

FOR ACCESS INTELLIGENCE, LLC USE ONLY

Accepted by: ________________________________
Date ________________  Booth ___________  Cost $ ___________
ON-SITE SPECIAL PROMOTION

ELECTRIC POWER 2019 SHOW ISSUE

Sign up now to advertise in the 2019 ELECTRIC POWER show issue of POWER magazine with a full page, half-page, or quarter-page ad and receive a 60% discount off the list price!

In addition, full page and half-page advertisers will receive a half-page of sponsored content in the ELECTRIC POWER Special Section in this issue. Quarter-page advertisers will receive a quarter-page of sponsored content.

POWER is the one brand that addresses all generation technologies and fuels across North America and around the world, providing insight into this increasingly complex industry.

2019 SHOW ISSUE PRICE

- Full page $5,500
- Half-page $3,250
- Quarter-page $2,250

*One-time show issue prices listed are net

2019 BONUS DISTRIBUTION:

- ELECTRIC POWER Conference & Exhibition
- PRB Coal Users’ Group Annual Conference
- Spring CTOTF Conference and Trade Show

SUBSCRIBER LOYALTY

In a blind study, 68% of readers indicated they only read POWER magazine.

82% of subscribers are involved in the initiation, recommendation, specification, approval or purchase of one or more products or services.

75% of subscribers have taken action on advertisements by visiting website, recommending the product or service to others, or buying the product or service.

86% of POWER readers said powermag.com is useful to their work

Feature your company in the single global source for print, digital, and events in the power and energy industry. Contact POWER today!

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DIANE BURLESON
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1. AGREEMENT: By signing the Contract for Exhibit Space, Exhibitor agrees to abide by these Rules and Regulations and all amendments thereto and the decisions of Show Management. For purposes of this Agreement, (i) the term “Show Management” shall mean Access Intelligence, LLC and its respective agents, (ii) the term “Exhibit Hall” shall mean the Ernest N. Morial Convention Center, or any other exhibit hall designated by Show Management in the future, and (iii) the term “Show” shall mean the company that has submitted this Contract; and (iv) the term “Rules” shall mean these Rules and Regulations.

2. UNDESIRABLE ACTIVITIES: Exhibitor agrees that its exhibit shall be admitted into the Show and shall remain from day to day solely on strict compliance with all the rules herein described. Show Management reserves the right to reject, eject, or prohibit at any time to enter the Exhibit Hall, or prohibit the display or use of any equipment or material. Any such determination is communicated to Exhibitor that the exhibit or Exhibitor is not in accord with the Contract or the Rules.

3. BOOTH ASSIGNMENTS: Space assignments will be made only after receipt from Exhibitor of this Contract and applicable booth fees. After assignment, space location may not be changed, transferred, or canceled by Exhibitor except upon written request and with the subsequent written approval of Show Management. Notwithstanding the above, Show Management reserves the rights to change location assignments at any time, as, in its sole discretion, deem necessary.

4. BOOTH REPRESENTATIVES: Booth representation is limited to Exhibitor. Exhibitor shall not permit in its booth a non-exhibiting company representative. Exhibitor shall staff its booth during all open show hours. Booth Representatives shall at all times wear badge identification approved by Show Management. Show Management may limit the number of booth personnel at any time.

5. USE OF DISPLAY SPACE: a) Restrictions on Space Rental: Without the express written permission of Show Management, Exhibitor may not (i) sublet, subdivide or assign its space, or any part thereof, (ii) purchase multiple booths for the purpose of subletting or assigning to third parties, or (iii) permit in any booth any non-exhibiting company representative to enter the booth. Only officers or employees or individuals that have contracted directly with Show Management shall be listed on the Show Directory or allowed on the Show floor as an employee. Only one company permit per booth will be on list on the booth signage. b) No signs or advertising devices shall be displayed outside the exhibit space other than those furnished by Show Management for connection to the electrical system or for name, address, telephone number and stated purpose of the Show. c) All equipment must be removed by 9:00 a.m. Wednesday, April 24, 2019 may be resold or reasigned by Show Management, without refund. All exhibit and booth materials must be removed by Noon, Friday, April 26. Show Management reserves the absolute right to inspect any items removed from the exhibit area.

6. INSTALLATION AND REMOVAL: Show Management has full discretion and authority over the placement, arrangement, and appearance of items which Exhibitor displays. Installation of all exhibits must be fully completed at least one (1) hour prior to the opening time of the Show. If Exhibitor does not meet this deadline, Exhibitor will not be allowed to set up or enter the Exhibit Hall prior to the official opening of the Show. Exhibitor shall be required to make special pass issued by Show Management. Only personnel listed in the Show Directory or approved by Show Management shall be admitted into the Exhibit Hall or to any off premises. All signs or advertising devices shall be displayed only from the exhibit space. Any equipment or display devices that are not approved by Show Management shall be denied entrance to the Exhibit Hall. All materials must be removed by 9:00 a.m. Wednesday, April 24, 2019 may be resold or reasigned by Show Management, without refund. All exhibit and booth materials must be removed by Noon, Friday, April 26. Show Management reserves the absolute right to inspect any items removed from the exhibit area.

7. EARLY REMOVAL OF EXHIBITS NOT ALLOWED: a) No exhibit shall be packed, removed, or dismantled prior to the closing of the Show. If Exhibitor acts in breach of this provision, it shall pay as compensation for the distraction to the Show’s appearance, an equal amount to one-third of the total space charge for Exhibitor’s allocated area, in addition to all sums otherwise due under this Agreement. b) For security reasons, any equipment removed from the Exhibit Hall prior to the official closing of the Show shall require a special pass issued by Show Management. Only personnel listed in the Show Directory or approved by Show Management shall be admitted into the Exhibit Hall or to any off premises.

8. PROHIBITED ACTIVITIES: a) No cooking may take place in Exhibit space, and no food and/or beverage products may be displayed by Exhibitor. No beer, wine or intoxicating liquor may be displayed by Exhibitor.(b) All demonstrations, sales activities, and distribution of circulars and promotional material must be confined to the limits of the booth or area assigned to the Exhibitor. No demonstrations may be given in such a manner as to cause observers to gather in the aisles. All equipment for display or demonstration must be placed within the assigned booth to attract observers into the booth. c) Exchange of money or consummating the sale of goods or services on the Exhibit Hall is prohibited. Orders must be taken for future delivery only. d) Exhibitor is prohibited from displaying any devices or objects in the booth that exceed the length of the back wall with the exception of booth signage or graphic materials for no more than 10% of the booth length. e) Exhibitor shall ensure that all exhibits exceed the height limitations will have to be altered to conform to the requirements, at Exhibitor’s expense.

9. UNION LABOR: Exhibitor hereby agrees to use qualified union labor at all times while in the Exhibit Hall and abide by all agreements made between the Exhibit Hall, the unions, and Show Management.

10. RIGHT OF ENTRY AND INSPECTION: Show Management, in its absolute discretion, shall have the right at any time to enter the leased area occupied by Exhibitor or otherwise inspect Exhibitor’s material. Show Management does not carry business interruption and property damage insurance coverage for loss or damage of Exhibitor’s property. Exhibitor agrees to obtain adequate insurance during the dates of the Show including move-in and move-out days, in commercially reasonable amounts and with commercially reasonable deductibles, and shall be prepared to furnish certificates of insurance to Show Management if requested evidencing the following coverages: Commercial general liability insurance coverage, including products and contractual liability insurance, to the extent of any deficiency created by the Show Management. The insurance must be in an amount of at least $1,000,000 per occurrence and $2,000,000 per policy year. Exhibitor and Show Management agree that the claim provision of the policies shall be as below as shows.

11. LIABILITY AND INSURANCE: a) All property of Exhibitor remains under its custody and control in transit to and from the Show and during the Show. Exhibitor will be responsible for the security and loss of all goods, equipment, supplies, and materials delivered to or supplied by the Show. Exhibitor cannot hold harmless Show Management and/or any of the Show Management affiliates (the “Indemnified Parties”) against any and all claims and expenses, including reasonable attorneys fees and litigation expenses, that may be incurred by or against the Indemnified Parties in connection with the Show or the Indemnified Parties’ activities at the Show. b) For security reasons, any equipment removed from the Exhibit Hall prior to the official closing of the Show shall require special pass issued by Show Management. All current policies of insurance must be approved by the local Fire Department. Any unusual equipment or machinery is to be approved by the local Fire Department. In addition, Exhibitor agrees to waive the right of subrogation by its insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

12. ENFORCEMENT OF REGULATIONS: Show Management has full power to interpret and enforce all of the Rules and the power to make amendments and/or further rules or regulations, orally or in writing, that are necessary and proper for the conduct of the Show. Such decisions shall be binding on Exhibitor. Failure to comply with these Rules or any other rules or regulations may be sufficient cause for Show Management to require the immediate removal of the exhibit and/or offending Exhibitor, at the expense of Exhibitor. Failure to comply may also result in forfeiture of all fees paid. In addition, all booths must be fully carpeted and no exhibit shall be built to exceed the height limitations. Any exhibit that exceeds the height limitations will have to be altered to conform to the requirements, at Exhibitor’s expense.

13. CONCLUSION: If Exhibitor fails to comply with any of the provisions of this Contract nor other applications of the provisions involved shall be affected thereby. If any provision of this Contract is held invalid or unenforceable, neither the remaining provisions of this Contract nor any other provisions of this Contract shall be affected thereby. The parties agree that any dispute arising under this Contract will be submitted to the federal or state courts of the State of Maryland. 21. CONFLICTING MEETING AND SOCIAL EVENTS: In the interest of the entire Show, Exhibitor agrees not to participate in any other meetings, social events, or exhibitions, or invite guests from the educational sessions or Exhibit Hall during the official hours of the sessions or the Show.

22. ADA COMPLIANCE: Exhibitor represents and warrants that: a) its exhibit, booth display and materials delivered by official Show contractors or other submitters to the Show, the Exhibitor, or any of its agents, comply with the American with Disabilities Act. b) its exhibit will comply with the American with Disabilities Act (ADA) and with any regulations implemented under the ADA, and (c) it shall indemnify and hold harmless and defend Show Management from and against any and all claims and expenses, including reasonable attorneys fees, that may be incurred by or asserted against Show Management because of the Exhibitor’s breach of this paragraph or non-compliance with any of the provisions of the ADA.

23. WAIVER: Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Contract. The rights of Show Management shall not be deemed waived except as specifically set forth in writing and signed by an authorized representative of Show Management.

24. SEVERABILITY: If any provision of this Contract is held invalid or unenforceable, neither the remaining provisions of this Contract nor any other applications of the provisions involved shall be affected thereby.

25. GOVERNING LAW: This Contract shall be interpreted under the laws of the State of Maryland. The parties agree that any dispute arising under this Contract will be submitted to the federal or state courts of the State of Maryland.

26. ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supercedes all prior agreements or commitments, or written or oral. No amendment or modification of this Contract shall be valid and binding on the parties unless set forth in writing and signed by both parties.