



## Edison Electric Institute National Key Accounts Workshop OFFICIAL RULES AND CONDITIONS

### AGREEMENT

The Exhibitor agrees to comply with the Application, the Rules and Conditions of the Exhibit Prospectus, Exhibitor Service Kit, *IAEM Guidelines for Display Rules and Regulations*, the Master Floor Plan and such conditions as Edison Electric Institute (EEI), Rio All-Suites Hotel and Curtin Convention & Exposition Services, Inc., Inc., may impose at any time (hereinafter referred to as the Official Rules, Terms and Conditions). Any violation by the Exhibitor of the Official Rules and Conditions herein may, in its sole determination, constitute a termination of the Agreement and forfeiture of any monies paid on account. Upon due notice of such termination, EEI shall have the right to take possession of the Exhibitor's space, remove all persons and properties and hold the Exhibitor accountable for all liability, expenses and damages arising from Exhibitor's breach/violation of the Official Rules, Terms and Conditions. In addition, EEI may, in its sole determination, refuse to consider the Exhibitor for participation in future shows if the Exhibitor violates or fails to abide by all rules and conditions set forth herein.

### LICENSE

It is understood that this Agreement is a license, not a lease, and that no leasehold or tenancy is intended to be or shall be created as a result of this Agreement.

### SPACE ASSIGNMENTS

EEI cannot guarantee that a supplier exhibiting similar or related products will not be located in nearby or adjoining booths. EEI retains the right, in its sole determination, to refuse or deny any application submitted, in which case any deposit shall be refunded. An application will be considered approved when executed by the Exhibitor with full payment, countersigned by EEI and final payment is received on or before **September 1, 2010**. EEI reserves the right to reconfigure booth space as necessary. **NO SPACE WILL BE HELD WITHOUT PAYMENT.**

### SUBLETTING SPACE

Exhibitors shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the said exhibit space without the prior written consent of EEI. If such consent is given, the Exhibitor shall be liable for and shall assume full responsibility for the conduct, negligence, errors, acts and omissions of the assignee or sub licensee and all its representatives.

### DISPLAY DESIGN

The *IAEM Guidelines for Display Rules and Regulations* have been adopted as the official regulations for display construction. A copy of the Guidelines will be made available upon request to EEI. Requests for variance from the Guidelines must be submitted to EEI for consideration **by August 16, 2010**. Exhibitors are not allowed to obstruct the view, occasion injury or adversely affect the displays of other exhibitors. The general appearance of the show must take precedence over that of any individual exhibit and EEI may, in its sole determination, require rearrangement, at the Exhibitor's expense, of any display in violation of the Guidelines. ***No banners or signs may be hung from the ceiling of the exhibit hall or displayed in the registration and exhibit hall foyers.***



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### **PROHIBITED DISPLAYS**

The items set forth herein, including but not limited to, animals, reptiles, birds, rodents, fish or insects may not be used as part of any exhibit. Helium balloons and/or cold air balloons are permitted with the written consent of EEI.

### **INSTALLATION AND DISMANTLING**

Displays must be completely assembled by **3:30 p.m. on Sunday, October 10, 2010**, and properly staffed at least 15 minutes prior to and for the duration of the show hours. Displays may not be dismantled prior to **7:00 pm on Tuesday, October 13, 2010**.

Any space not claimed and occupied by **4:00 p.m. on Sunday, October 10, 2010**, will be forfeited by Exhibitor and may be used, resold or reassigned by EEI without obligation on the part of EEI for any refund whatsoever. However, if the freight has arrived, EEI reserves the right to engage any necessary labor to get the booth fully set-up by the time the show opens with all charges allocated to the Exhibitor.

### **OFFICIAL SERVICE CONTRACTOR**

Curtin Convention & Exposition Services, Inc. is the official service contractor and must be used for material handling, rigging, electrical, plumbing, vacuuming, custom cleaning, and other services that the facility or applicable labor agreements require Curtin Convention & Exposition Services, Inc. to perform unless the facility performs any of these services on an exclusive basis. All mechanical equipment used for the Event including but not limited to forklifts, cranes, pallet jacks, genie lifts and scaffolding, must be exclusively provided by Curtin Convention & Exposition Services, Inc..

### **EXHIBITOR-APPOINTED CONTRACTORS**

Exhibitor-appointed contractors must conform to these Official Rules, Terms and Conditions. Exhibitor-appointed contractors are required to advise EEI of their intent to service Exhibitor at least 60 days prior to National Key Accounts Workshop and send a certificate of insurance naming EEI as additional insured directly to EEI by **September 10, 2010**

### **EXHIBITOR CONDUCT**

All Exhibitors and their representatives shall conduct themselves in a manner consistent with standards of decency and good taste. EEI reserves the right to regulate and/or restrict exhibits to a reasonable noise level and to suitable methods of operation and display of materials. Exhibitor and their representatives shall not enter into another Exhibitor's space without permission or when unattended. Attendants, models and other employees must confine their activities to the contracted exhibit space.

### **SHOW DIRECTORY**

Exhibitor shall display only its own products or services for which it is the duly authorized representative and shall cause all such products/services exhibited by it to be listed in the Official Show Directory. The Exhibitor shall represent in advance that all products or services displayed will be suitable to the market. EEI shall supply Exhibitor with the Exhibitor Service Kit, a uniform company name sign, and register, give information to attendees and publish, or cause to be published, an Official Show Directory. EEI shall not be responsible for errors or omissions in the



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Show Directory and reserves the right to edit all submitted content. The deadline for submitting content is **September 11, 2010**. All submissions must be fifty words or less and must be submitted via e-mail to: [dmatthews@eei.org](mailto:dmatthews@eei.org).

### **LABOR**

The Exhibitor agrees to comply with all union regulations and to abide by all agreements between EEI, Curtin Convention & Exposition Services, Inc. and Rio All-Suites Hotel or any of its agents and to abide by all Official Rules, Terms and Conditions.

### **COMPLIANCE WITH LAWS AND RULES**

Exhibitor must comply with all existing or amended Federal, state, city and other local and jurisdictional laws, regulations and rules that might be in force before and during the exhibition and conference period.

### **ADVERTISING**

Exhibitors shall not distribute or permit to be distributed any advertising matter, literature, souvenir items or promotional materials in or about the exhibit or meeting areas except within the confines of the Exhibitor's own contracted space.

### **PHOTOGRAPHY - VIDEO - RECORDING**

No exhibit, performance or event presented at the show shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind. Exhibitors shall not photograph or videotape the exhibit or product of another Exhibitor without the prior written consent of EEI and the Exhibitor involved. EEI reserves the right to photograph and/or videotape any exhibit at the show for use in RFP's, future promotional materials and otherwise as determined by EEI.

### **MUSIC, PHOTOGRAPHS AND OTHER COPYRIGHTED MATERIAL**

Each Exhibitor is solely responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in the Exhibitor's booth or display. No Exhibitor will be permitted to play, broadcast or have performed any music or use any other copyrighted material, such as photographs or other artistic works without first presenting to EEI proof satisfactory that the Exhibitor has or does not need a license to use such music or copyrighted material. EEI reserves the right to remove from the exhibit all or any part of any booth or display which incorporates music, photographs or other copyrighted material and for which the Exhibitor fails to produce the proof that the Exhibitor holds all required licenses. The Exhibitor shall remain liable for and shall indemnify and hold harmless EEI, its members, officers, directors, employees, agents, and assigns from and against any and all claims, losses, damages, injuries, awards, fines, government charges, and liability of any

kind - - together with all costs, expenses and reasonable attorneys' fees in connection with its display

or presence at the National Accounts Workshop arising from or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees, of any patent, copyright or trade secret rights or privileges.



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### **FIRE CODE REGULATIONS**

All displays must be designed and built to meet applicable fire, safety, and building codes. The use or storage of any flammable liquids, gases or other materials is ***strictly prohibited***. Displays must not block the view of, or impede access to, fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment.

### **DAMAGES**

The Exhibitor is responsible for all damage to any property caused by Exhibitor personnel.

### **LIABILITY AND INSURANCE**

EEI shall not be held liable to the Exhibitor for, and is thereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees, or other representatives or assigns, and any claims for such damage, loss, harm or injury are hereby expressly waived by the Exhibitor, its officers, agents, employees or other representatives or assigns, whenever such claims result from theft, fire, water, accident, rain, wind, snow, labor strikes, or any other cause.

The Exhibitor shall indemnify, defend, and hold harmless EEI, and Curtin Convention & Exposition Services, Inc. Convention, and their members, officers, directors, employees, agents, and assigns from and against, any and all claims, demands, losses, actions, causes of actions, damages, injuries, awards, fines, government charges, and liability of any kind - - together with all costs, expenses and reasonable attorneys' fees, for injury to and death of persons, damage to or any loss of property which are caused by, arise from or grow out of the Exhibitor's use or occupancy of the premises or from any breach by the Exhibitor of any condition of this contract, or from any negligence, error, act or omission of the Exhibitor, or any of their officers, agents, employees or other representatives or assigns. It shall solely be the Exhibitor's responsibility to obtain adequate insurance to participate in this event.

### **EVENT SCHEDULING**

**Exhibitor-sponsored social functions conflicting with the timing of official EEI events listed in the *Schedule of Events* are strictly prohibited. Non-compliance with this policy will result in the loss of priority point status and/or the opportunity to participate in future shows in EEI's sole determination. Representatives attending only to staff hospitality events must register for the meeting.**

### **FOOD & BEVERAGE SERVICE**

Exhibitors must request written permission from EEI before serving any food and beverage in their contracted exhibit space. ***No alcoholic beverages are to be served within an exhibit space.*** The Rio All-Suites Hotel must provide food and/or beverage items served within an Exhibitor's contracted space. Preparation of food within the contracted exhibit space is prohibited and service may not take place during installation and dismantling.



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### **DISRUPTION OF SHOW**

If, because of fire, war, labor strikes, picketing, exhibit facility construction or renovation project, government regulation, public catastrophe, bomb threats, act of God or the public enemy or other cause beyond the control of EEI, the Show or any part thereof is prevented from being held, is canceled in whole or in part by EEI, or the exhibit space becomes unavailable, EEI shall not be liable to the Exhibitor.

### **SALE OR TRANSFER OF EXHIBITOR'S BUSINESS**

In the event of the sale or transfer of a substantial portion of the assets of Exhibitor's business or of the controlling stock interest in Exhibitor's business, or in the event of a substantial change in management of the Exhibitor, EEI may, in its sole determination, terminate this Agreement.

### **BANKRUPTCY**

In the event Exhibitor files for bankruptcy or is declared bankrupt EEI may, in its sole determination, terminate this Agreement.

### **CLOSING OF EXHIBIT**

If Exhibitor or one of its subsidiaries or affiliates is on strike, resulting in picketing or a similar type of demonstration in or near the *Rio All-Suites Hotel*, EEI reserves the right to terminate this Agreement immediately, close the exhibit and remove the Exhibitor's property from the Exhibit Space without liability of any kind or nature to Exhibitor.

### **AMERICANS WITH DISABILITIES ACT**

The *Rio All-Suites Hotel* shall be responsible for compliance with all accessibility requirements and labor accommodation requirements under the federal Americans with Disabilities Act ("ADA"). The Exhibitor agrees to comply with any provisions of the ADA, which are applicable to the Exhibitor and its Exhibit.

### **CANCELLATION**

Failure to comply with the final payment deadline will result in cancellation of this Agreement. After **September 1, 2010** the full rental fee must accompany applications. Cancellations must be received in writing on or before **September 10, 2010** for a refund, less **\$900** of the booth fee. **No REFUNDS WILL BE MADE AFTER THIS DATE.** All such sums that are retained or are owed shall be deemed liquidated damages. Notwithstanding, EEI shall have the right to pursue any other legal remedy granted by law in the event the Exhibitor defaults or fails to exhibit pursuant to the Official Rules, Terms and Conditions.

### **Governing Law**

This Agreement shall be governed, construed and enforced by the laws of the Las Vegas, NV as if it is an agreement made and to be performed entirely within the Las Vegas, NV.

### **Amendments**

This Agreement may not be amended or modified without a letter signed by both parties hereto.