

## **2014 Electric Drive Transportation Association (EDTA) EXHIBIT CONTRACT TERMS & REGULATIONS (as of 3/11/14)**



### **SPONSORSHIP AND MANAGEMENT**

This Exposition is produced by and is the property of Electric Drive Transportation Association, hereafter referred to as EDTA. EDTA will provide Exhibition management and attendance promotion.

### **CONTRACT FOR SPACE**

The application for booths, upon acceptance by EDTA, assignment of space, the full payment of rental fees, and these Contract Terms and Regulations constitute a contract for rental of the space assigned. Any exhibiting organization ("Exhibitor's failing to occupy space is not relieved of the obligation to pay the full rental price for such rental.") and Exhibitor understands that no rental fees will be returned to the Exhibitor. This contract will not be binding upon EDTA in the event of strikes or other circumstances that make it inadvisable, illegal or impossible to provide the facilities or to hold the event.

### **GENERAL**

EDTA reserves the right to determine the eligibility of any Exhibitor or Exhibitor Representative. It is understood that EDTA endeavors to arrange for a representative group of Exhibitors that will provide a cross-sectional appeal to the varied interests of all segments of its membership and that are consistent with the policies and philosophies of the Electric Drive Transportation Association. Accordingly, EDTA reserves the right, in its sole discretion, to deny space to Exhibitors, including but not limited to, Exhibitors whose products or services are inconsistent with EDTA's policies and philosophies or to Exhibitor Representatives who discuss issues or introduce ideas or products that, in EDTA's sole determination, could have a negative impact on the shared marketplace. EDTA shall have the right to require Exhibitor to furnish a catalog or description listing all of the products or services, which Exhibitor intends to display at the Exposition. The Exhibits Manager reserves sole control over admission policies.

These Contract Terms and Regulations are established for the mutual protection of EDTA and the Exhibitor. The Exhibits Manager reserves the right to make changes in the time schedule or in the general plan of the Exposition as may be deemed to be in the best interest of EDTA or the Exposition generally. All matters not specifically covered by these terms and regulations shall be subject to the decision and amendment of the Exhibits Manager. All terms of this contract will be enforced by EDTA through the Exhibits Manager and other EDTA staff.

EDTA has the right to move any booth to a different location at any time as EDTA determines is necessary. Exhibitor acknowledges and agrees that EDTA may (in its sole discretion) offer confirmed Exhibitors the opportunity to sponsor or co-sponsor particular food, beverages, special items, and events. In such cases, participating Exhibitors may be required to sign a separate agreement pertaining to such sponsorship.

### **CANCELLATION POLICY**

No refund of Exhibit space will be made.

### **EXHIBITOR REGISTRATION AND REPRESENTATIVES**

For each booth rental, two (2) Exhibitor Representatives will receive complimentary registrations and be permitted to attend all show functions. Additional Exhibitor Representatives will be required to pay a fee of \$295/each (pre-registered); \$395 (onsite registration) to attend all educational sessions and social functions. EDTA reserves the right to limit the number of Exhibitor Representatives registered for each booth space rented. A maximum of four (4) Exhibitor Representatives per 10'x10' booth may be present at one time. All Exhibitor Representatives must be directly employed by the Exhibitor and may be required to show evidence of employment at the time of registration. Exhibitor agrees not to allow individuals not directly employed by the Exhibitor to purchase or act as an Exhibitor Representative in the Exhibitor's booth.

### **EXHIBITOR'S OFFICIAL REPRESENTATIVE**

Each Exhibitor must name one person to be its official representative with authorization to enter into such service contracts necessary for the installation and removal of Exhibits and the provision of services as necessary. One person must be in the Exhibit booth during all hours when the Exposition is open to attendees.

### **CONDUCT/RESTRICTIONS**

EDTA reserves the right to restrict Exhibitor activities and Exhibits which, because of content, behavior, noise, odors, method of operation, or any other reason, become objectionable or otherwise detract from, or are out of the character of the Exposition as a whole. This reservation includes persons, things, conduct, or printed material. Without limiting the foregoing, Exhibitors agree to abide by the following specific restrictions:

1. Exhibits must be confined to the exact space allocated.
2. Circulars, publications, advertising matter, and all kinds of promotional giveaways may be distributed only within assigned booth spaces.
3. Nothing shall be posted on, tacked, nailed screwed, or otherwise attached to columns, walls, floors or other parts of the building or furniture. Signs, rails, etc., will not be permitted to intrude into or over aisles.

4. No gummed surfaces or pressure-sensitive labels, self-adhesive stickers/labels, or advertising stickers will be permitted.
5. Exhibitor is expected to respect EDTA as the manager and owner of this conference and exposition and agrees that its display will not contain any reference to its endorsements, sponsorships, or other relationships with associations or organizations that represent interests hostile to or competing with EDTA or their affiliations.
6. Exhibitors who use models or mannequins in costume must be sure their appearance and manner do not offend even the most critical. The Exhibits Manager will be the final arbiter on questions in this area.
7. Prize drawings are permitted at Exhibitor's booth, but may not be announced from the booth or held in rooms or suites.
8. The Exhibitor shall not conduct outside activities, which would take qualified attendees from the official functions of the conference during scheduled hours.
9. Hospitality suites may not be open during show hours.
10. Food products or beverages are not to be distributed in any Exhibitor's booth unless the detailed plans and arrangements for such distribution have received prior written approval from the Exhibits Manager.
11. Exhibitor agrees to treat all conference attendees with courtesy and not to discriminate against any person for any reason. Exposition management reserves the right to remove any Exhibit whose personnel discriminate against any persons in any manner.
12. Exhibitor shall secure any and all necessary licenses for any (a) performances, displays, or other uses of copyrighted works or patented inventions and (b) use of any name, likeness, signature, voice or other impression, or other intellectual property used directly or indirectly by Exhibitor.
13. Exhibitor shall comply with all applicable laws related to contests, giveaways, drawings or games operated or offered directly or indirectly by Exhibitor during the Exposition.
14. Exhibitor are not authorized to use or reproduce any EDTA logo in or on its booth, website, fliers or other materials without prior written approval from EDTA.
15. The sale of products, books or other items from Exhibitor's booth is generally not allowed. Any such sales require prior written pre-approval from EDTA.

#### **SOLICITATION**

The aisles and other spaces in the Exposition not leased to Exhibitors shall be under the control of EDTA. All displays, conferences, distribution of literature, or any other type of activity shall be conducted inside the booth space assigned. Exhibitors may not make door drops of fliers or other materials without prior written approval from EDTA. Standing in aisles, or in front of any Exhibit booth for advertising purposes, is strictly prohibited. Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting, or soliciting within the Exposition, conference facilities, or hospitality suites. Exhibitors are urged to immediately report any violations of this rule to the Exhibits Manager or a member of EDTA staff.

#### **EXHIBIT ARRANGEMENTS**

1. Shipping – Exhibitor agrees to ship, at its own expense and risk, all property to be exhibited. Upon receipt of the signed booth application and contract, information regarding freight handling, shipping, etc., will be available online from the Official Service Contractor.
2. Official Service Contractor:  
 Nexxt Show Exposition Services  
 645 Linn Street  
 Cincinnati, OH 45203  
 Customer service (877)836-3131  
 help@nexxtshow.com
3. Installation/Dismantling – EDTA exhibit setup may begin at 8:00 a.m. on Monday, May 19, 2014. All Exhibits must be completed and in place by 5:00 p.m. on Monday, May 19, 2014. The Exhibits Manager reserves the right, should any rented space remain unoccupied at 5:00 p.m. on Monday, May 19, 2014, to rent or occupy said space. This clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount of the rental for space provided. All Exhibits must remain intact until 11:30 a.m. on Wednesday, May 21, 2014. No goods can be packed or removed before that time. **Any Exhibitor who does so prior to the official end of show will be subject to a \$500 penalty.** All tear down must be complete by 5:00 p.m. on Wednesday, May 21, 2014.
4. Booth Apparatus – Standard booth backgrounds and side rails will be provided without charge. NOTE: YOU MUST USE THE SHOW WALLS FURNISHED BY THE OFFICIAL SERVICE CONTRACTOR. Pedestals, tables, racks, shelves, risers, and similar display equipment may not exceed 48 inches in height when positioned more than half the distance from the back wall of the booth. Freestanding units, including those

intended to be the focal point of an Exhibit, are subject to the same rule. Exhibit structures may not exceed 8 feet in height. Additionally, Island booths (of 4 or more booths) may not exceed 16 feet in height.

#### **SECURITY**

EDTA shall provide security service on a 24-hour basis for the duration of the Exposition. Exhibitors desiring special security precautions should arrange for private guard service at their own expense. EDTA will exercise reasonable care for the protection of Exhibitor's materials and displays. However, the Exhibitor expressly releases EDTA and the owner or lessor of the Exposition premises from, and agrees to indemnify same against any and all claims for such loss, damage, or injury.

#### **FIREPROOFING AND SAFETY**

All decorations, drapes, signs, banners, acoustical materials, plastic cloths, or any other similar materials generally considered to be easily ignited, shall be flame retardant to the satisfaction of the Fire Marshall. Compliance with all safety, health, and fire ordinances is required. Aisles and exits shall be kept clean, clear, and free of obstruction. Literature on display shall be limited to reasonable quantities. Reserve supplies shall be kept in closed containers and stored in a neat and compact manner.

#### **SOUND LEVELS**

All sound and other noises must be kept at sufficiently low levels so as not to disturb other Exhibitors. Public address systems, radio broadcasts, and other devices used only to attract attention by sound are prohibited. The Exhibits Manager reserves the right to turn off the electricity supply of any Exhibitor who violates this rule.

#### **SHARING AND SUBLETTING**

No two companies of different ownership can share a single booth. Exhibitor agrees not to assign or sublet the whole or any portion of the rented space covered by this contract, or represent, advertise or distribute literature for the products and services of any other firm or individual.

#### **TERMINATION OF EXHIBIT**

If the premises where the Exposition is to be housed are destroyed or damaged, or the Exposition fails to take place as scheduled, is relocated or interrupted and discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason, this contract may be terminated by EDTA at any time. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability for EDTA shall be to return to each Exhibitor the Exhibitor's prorated booth rental payment for exhibition time lost.

#### **LIABILITY AND INSURANCE**

Exhibitor agrees to protect, save, and keep EDTA and the owner or lessor of the Exposition premises forever harmless from any damage or charges imposed for violation of any law or ordinance, whether occasioned by the negligence of the Exhibitor and its agents, representatives and employees, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the owner or lessor of the Exposition premises and EDTA regarding the Exposition premises. And further, Exhibitor shall at all times protect, indemnify, save and keep harmless the owner or lessor of the Exposition premises against and from any and all loss, cost, damage, liability, or expense arising from or out of or by reason of any accident or other occurrence to anyone, including the Exhibitor, its agents, representatives, employees, and business entities, which arise from or out of or by reason of said Exhibitor's occupancy and use of the Exposition premises or a part thereof. EDTA will exercise reasonable care for the protection of Exhibitor's materials and displays. However, the Exhibitor, expressly releases EDTA and the owner or lessor of the Exposition premises from, and agrees to indemnify same against any and all claims for such loss, damage, or injury. Exhibitors desiring to carry insurance on their Exhibits will place it at their own expense.

#### **INSURANCE REQUIREMENTS**

In order to participate in The 2014 EDTA Conference & Annual Meeting, **ALL** exhibitors, non-official contractors and service companies must provide proof of a comprehensive general liability insurance policy. The additional insured information and policy limitations are listed on the "Application for Show Liability Insurance" below.

**Insurance certificates must be in EDTA's hands by Friday, May 16, 2014.** Please email insurance certificate to: [EOney@electricdrive.org](mailto:EOney@electricdrive.org). Or fax to: (202) 408-7610. Access in any way to the Ride, Drive and Charge event and the Indiana Convention Center will be denied until the exhibitor or supplier has provided an acceptable policy to EDTA. **THERE WILL BE NO EXCEPTIONS.**

#### **VI. APPLICATION FOR SHOW LIABILITY INSURANCE**

**SHOW NAME:** The EDTA 2014 Conference & Annual Meeting

**LOCATION:** Indiana Convention Center

100 S. Capitol Ave  
Indianapolis, IN 46225

**EXHIBITOR BOOTH INSTALLATION DATE:** Monday, May 19, 2014- 8am-5pm

**SHOW DATES:** May 19-21, 2014

**MOVE-OUT DATE:** Wednesday, May 21, 2014. After 11:30am

**ADDITIONAL INSURED:** Electric Drive Transportation Association  
Nexxt Show  
TenDot Corporate Travel  
Indiana Convention Center

**NOTE:** Your certificate should include limits of not less than One Million Dollars (with combined single limit for bodily injury and property damage) and must cover the above as additional insured. Receipt of your certificate must be prior to the show's first move-in day.

All exhibitors are required to submit a certificate of insurance in order to exhibit and participate in any and all events associated with conference including the Ride, Drive & Charge event. **Certificates of insurance should be submitted to EDTA by Friday, May 16, 2014.**

**ARBITRATION CLAUSE**

Any controversy or claim arising out of or relating to this contract, or the breach hereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction. EDTA liability to an Exhibitor, if any, shall be limited to the space rental fee paid to EDTA by the Exhibitor. In no event shall EDTA be responsible for consequential damages.

**RESPONSIBILITY AND COMPLIANCE**

It is the responsibility of the Exhibitor to be fully familiar with these Contract Terms and Regulations and to see that each Exhibitor Representative of the Exhibitor attending the conference, either as Exhibit personnel or registrant, or both, is familiar with these Contract Terms and Regulations. The Exhibits Manager has full power of interpretation and enforcement of these Contract Terms and Regulations and to amend them at any time. All matters in question or not covered by these Contract Terms and Regulations are subject to the decision of the Exhibits Manager and shall be binding on all parties affected by them. **EDTA reserves the right to penalize Exhibitors for failure to comply with EDTA's application process or Contract Terms and Regulations, including the immediate and future loss of Exhibitor's exhibiting privileges without fund or liability to Exhibitor.** EDTA's waiver of or failure to exercise any right provided for in the application process or these Contract Terms and Regulations shall not be deemed a waiver of any further or future rights hereunder.

For more information on exhibiting, visit [EDTA2014.com](http://EDTA2014.com) or contact Jeff Eells at 402-435-1011;

[jeff.eells@tendotravel.com](mailto:jeff.eells@tendotravel.com).

For more information on sponsorship opportunities, contact Rick Eells at 402-435-1011; [rick.eells@tendotravel.com](mailto:rick.eells@tendotravel.com).

Company Name: \_\_\_\_\_

Contact Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBITOR PROFILE – Due April 29, 2014**

Please send your company profile and logo for the exhibitor listing to [jeff.eells@tendotravel.com](mailto:jeff.eells@tendotravel.com) by April 29, 2014. A high-resolution logo in a jpg or gif file is preferred. If you have any questions, please call Jeff at 402-435-1011.

**EXAMPLE:**

COMPANY NAME

WEBSITE

Company X is leading the electric vehicle charging evolution, meeting the needs of home and commercial charging customers with an international network of certified installers and charging infrastructure solutions. We provide end-to-end solutions with a flexible portfolio of program management offerings, products, technology, installation, and services to support automotive OEMs, utility companies, retailers, homeowners, and public institutions preparing their EV charging needs.



**BOOTH PERSONNEL REGISTRATION DEADLINE, May 5, 2014**

Booth personnel will be furnished with badges that will admit them into the exhibit hall during exhibit installation and dismantle, show hours, meal functions and allow access to keynote/plenary sessions. Badges may be picked up at the registration desk on site. Any registrations after May 5th should be done at the registration desk on site. **This form may be duplicated.**

COMPANY \_\_\_\_\_ BOOTH # \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
 EMAIL \_\_\_\_\_

**BOOTH PERSONNEL ALLOTMENT:** Two complimentary exhibitor badges per 10' x 10' (100 sq. ft.) exhibit. For each additional contracted 100 sq. ft. you will be allotted one additional complimentary exhibitor personnel badge up to a maximum of 12 complimentary badges. For exhibitors contracting Ride, Drive & Charge space, an additional 2 complimentary exhibitor badges will be allotted. Additional exhibitor personnel badges may be purchased for \$295 each up to a maximum of 5 purchased exhibitor badges.

**Register the Following Booth Personnel (First Name, Last Name)**

- |          |           |
|----------|-----------|
| 1) _____ | 6) _____  |
| 2) _____ | 7) _____  |
| 3) _____ | 8) _____  |
| 4) _____ | 9) _____  |
| 5) _____ | 10) _____ |

**If additional badges are needed beyond the complimentary allotted number, please fill out the section below**

Total number of additional booth personnel registrations; maximum of (5) : \_\_\_\_ X \$295.00 = \_\_\_\_\_

Indicate Method of Payment: Circle One: MasterCard    Visa    American Express

Card Account No. \_\_\_\_\_ Card Exp.: MO. \_\_\_\_ YR. \_\_\_\_

Card Security Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please fax completed form to:** (202) 408-7610

**Please mail this form with check payment to:** EDTA 2014 Exhibitor Booth Personnel Registration  
 1250 Eye Street, NW, Suite 902, Washington, DC 20005.



## RIDE, DRIVE & CHARGE EXHIBITOR PACKAGE

10' x 10' pop-up tent  
Maximum of one (1) vehicle per 10' x 15' space  
Table with ID Sign and two (2) chairs  
Participant listing & area number at Ride, Drive & Charge area  
Recognition on conference website & signage throughout the event  
Participants must have a booth in the Expo Hall  
**Fee: \$2,000 per 10' x 15' outdoor space - multiple spaces available for purchase**

Vehicle staging is on the West Block of Georgia Street (Capitol Street side of the Indiana Convention Center)

Hour of Staging Prior to Event kickoff of 10:00AM on Monday, May 19:  
Sunday, May 18 – 12:00pm- 3:00pm ONLY  
Monday, May 19 – 6:00am- 9:00am ONLY

\*\*During these times you may park your vehicle in designated space to ensure adequate space for backing in and out and your tent will be adjusted if necessary.

On Monday morning, May 19, all vehicles must be staged by 9:00am to participate in the event.

EDTA will provide security on the West Block of Georgia Street starting on Sunday, May 18 at 3pm for those participants that wish to leave their vehicles parked overnight. Access to power for overnight charging will be available. Please note that while every reasonable effort will be made to prevent losses, final responsibility lies with participants.

**The RD&C Manual will be sent out to exhibitors upon receiving this form/ payment**

Indicate Method of Payment: Circle One: MasterCard    Visa    American Express

Card Account No. \_\_\_\_\_ Card Exp.: MO. \_\_\_\_ YR. \_\_\_\_

Card Security Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name Signature on Card (required)

Please fax completed form to: 202-408-7610

Please mail this form with check payment to:  
EDTA 2014 RD&C Exhibitor Booth Registration  
1250 Eye Street, NW, Suite 902, Washington, DC 20005