

Basic Terms and Conditions

1. CONTRACT

The application properly executed by applicant (Exhibitor) shall upon written acceptance by Southface Energy Institute, constitute a valid and binding contract. Southface Energy Institute ("SEI") is the Owner of the Show.

2. ASSIGNMENT OF SPACE

Notification of booth assignment shall be mailed or emailed to Exhibitor. After assignment, space location may not be changed, transferred or cancelled except upon written approval of Owner. The Owner reserves the right to alter the official floor plan, and/or reassign Exhibitor's location as deemed advisable.

3. SUBLETTING

Subletting or licensing of space by the Exhibitor, or use of the space not authorized by the Owner is prohibited. Exhibitor shall not exhibit or permit to be exhibited in the space allotted to it any merchandise other than that specified in the application.

4. EXHIBIT REQUIREMENTS

All booth arrangements shall conform in all respects to the dimensional and height requirements as specified by Owner. Exhibitor may not erect or maintain a back wall higher than 8'. No booth may obstruct the general view or access to surrounding displays, aisles or public space within the exhibit facilities. Exhibits must remain intact until the scheduled hour of conclusion of the Show, as such time is established by Owner. IT IS UNDERSTOOD (UNLESS OTHERWISE STATED BY THE OWNER) THAT THERE WILL BE NO SAMPLE SALES PERMITTED. VIOLATION OF THIS POLICY WILL RESULT IN EXPULSION FROM THE SHOW AND ALL FUTURE SHOWS.

5. PAYMENT REQUIREMENTS

Full payment is required with this application (unless otherwise indicated). Early Bird discounts available only upon receipt of application and payment before January 15, 2009 (unless otherwise indicated). All other discounts must be approved in writing by SEI. Cancellation by applicant postmarked on or before 2/1/09 will be refunded, less a 50% service charge. Cancellations postmarked after 2/1/09 will result in a full loss of all fees paid. CHECK PAYABLE TO THE SOUTHFACE ENERGY INSTITUTE.

6. RULES AND REGULATIONS

Exhibitor shall observe and abide by these Terms and Conditions and such other rules and regulations, which Owner may adopt from time to time and of which Exhibitor has notice.

7. CANCELLATION POLICIES

Owner may cancel Contract without refund to Exhibitor, and may reassign any space previously assigned to Exhibitor, upon failure of Exhibitor (i) to make payments as required hereby, (ii) to abide by these Terms and Conditions and other rules and regulations as provided above, or (iii) to claim its assigned space by 12:00 noon, the opening day of the Show.

If the Show or any part thereof is prevented from being held, is cancelled by the Owner or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government regulations, public catastrophe, act of God or the public enemy or other cause, the Owner shall determine and refund to the applicant its proportionate share of the balance of the aggregate exhibit fee received which remains after deducting expenses incurred by the Owner and reasonable compensation to the Owner, but in no case shall the amount of refund to the applicant exceed the amount of the exhibit fee paid.

8. LIABILITIES

Neither the Owner, nor any of their officers, agents, employees and other representatives, shall be held accountable or liable for, and the same are hereby released from, accountability or liability for any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident, or any other cause.

The applicant hereby agrees to indemnify, defend, protect and hold harmless the Owner and their officers, agents, employees and other representatives from and against any and all claims, demands, suits, liabilities, damages, loss, costs, attorney fees, and expenses of whatever kind or nature which might result from or arise out of any action or failure to act of the applicant or any of its officers, agents, employees, invitees, or other representatives.

9. SIGNS AND ADVERTISING

No demonstrations or solicitations shall be permitted outside of the Exhibitor's assigned space (except as scheduled by owner), and no signs or placards may be displayed on persons or otherwise outside exhibit space. Distribution by the Exhibitor of any printed matter, samples or other articles shall be restricted to within the confines of the Exhibitor's booth. Exhibitor shall not have or operate any display or exhibit, which, in sole discretion of the Owner is the source of objectionable noises or odors or has decorations or other aspects which are considered by the Owner as objectionable, including signs, light and the costuming of exhibit personnel.

10. DIRECTORY

Owner will list Exhibitor's firm name and space assignment in its official directory. Additional information pertaining to Exhibitor's merchandise may be included at the sole discretion of Owner. However, Owner will not be responsible for errors or omissions occurring in the printed directory, or for unintentional failure to include an exhibiting firm in the printed directory.

11. COMPLIANCE

The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state, and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the Show is held.

12. UNIONS AND CONTRACTORS

It is further agreed that the Exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with the Owner or with authorized contractors employed by the Owner.

13. PASSES

Exhibitor and its officers, agents, employees or other representatives shall obtain passes from the Owner's registration desk and wear the pass while in the show at all times.

14. MUSIC

It is understood and agreed that the Exhibitor is solely responsible for compliance with all copyright laws respecting the performance or broadcast of live or recorded music during or in connection with the Show. The performance or broadcast of live or recorded music during or in connection with the Show is expressly prohibited unless the Exhibitor shall have provided Owner with evidence satisfactory to Owner that Exhibitor has entered into appropriate licensing agreements with all relevant licensing agencies including The American Society of Composers, Authors and Publishers (ASCAP) and Broadcast Music, Inc. (BMI) prior to any such performance or broadcast. In the event the Exhibitor fails or refuses to provide such satisfactory evidence, or to terminate immediately any performance or broadcast music during or in connection with the Show, Owner reserves the right to terminate this agreement, with no cost, penalty or obligation on the part of Owner, and to remove the Exhibitor from the premises. Further, the Exhibitor expressly agrees to indemnify and to hold Owner, its agents and employees, harmless from and against any and all costs, damages, judgements or expenses arising in connection with any violation, actual or alleged, by the Exhibitor, or its agents or employees, of any applicable copyright laws or music licensing agreements.