



## Exhibitor & Sponsorship Contract

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

Contact: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Additional: \_\_\_\_\_

### Exhibitor Opportunities:

\_\_\_\_\_ Exhibit Booth Space (\$1,500)

\_\_\_\_\_ Table Top Exhibit (\$650)

\_\_\_\_\_ Additional Exhibitors (Up to Two) (\$200)

Name(s) of Exhibitors and Additional Exhibitors. Please specify the Exhibit Booth Attendees and the additional exhibitors.

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### Payment Information:

Total: \_\_\_\_\_

Credit Card Payment: Type of Card (Circle): MasterCard   Visa   AmEx   Other: \_\_\_\_\_

Card #: \_\_\_\_\_ Exp: \_\_\_\_\_ Sec. Code: \_\_\_\_\_

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

Name on Card: \_\_\_\_\_

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



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## Exhibitor & Sponsorship Contract

### For Sponsors

#### 1. Contract

The Exhibitor & Sponsorship Contract, properly executed by the Sponsor and accepted in writing by SCS, shall be considered a binding agreement between the Sponsor & SCS, and subject to the rules stated in this document.

#### 2. Fees

Exhibit and Sponsor fees include all deliverables as outlined on the Exhibits & Sponsors page on the SCS PowerPlantSim website: <https://mailchi.mp/scs/powerplantsim2024>.

#### 3. Payment Terms & Cancellations

Payment in full must accompany the submission of this contract. Remittance must be made in the form of US Dollars. This contract is for exhibit space at the SCS conference. The regulations are a part of this contract, which must be signed to be complete. Your exhibitor opportunity or advertising confirmation email will outline any additional specifications, deadlines, restrictions, or inclusions depending on the chosen item (s). Any company that cancels all or part of an exhibitor opportunity in combination with a sponsorship or advertising opportunity will not receive a refund of the sponsorship and /or advertising amount and SCS will retain as liquidated damages all monies paid. The exhibitor is responsible for the total space rental. No refunds will be granted if the exhibitor cancels within 90 days of the event's start date.

### For Exhibitors

#### 1. Exhibit Booth Assignments

Exhibit Booth assignments will be made on a first-come, first-served basis, upon receipt of the signed Exhibitor & Sponsorship Contract and Payment. The Payment Terms & Cancellations in Paragraph 3 above also apply to exhibitors. The deadline to submit the Exhibitor & Sponsorship Contract is Friday, December 1, 2023.

#### 2. Exhibit Booth Information

The Exhibit Booth size is 10' x 10' with 8-foot drapery back wall and 3-foot drapery side rails. A 7-by-44-inch two-line identification sign with the company name and booth number is included. One Table and two chairs, and a wastebasket are included. The Exhibitor Kit will be available by October 2023. All exhibits must be arranged so as not to obstruct the view of adjacent booths. Exhibits are not to exceed 8 feet in height on the back wall or 3.5 feet in height along the sides. Adequate overhead lighting is provided. Individual electrical outlets are not included.

#### 3. Booth Relocation

If it becomes necessary to relocate an exhibitor after the contract and payment have been received and processed, SCS will contact the company. Every effort will be made to reassign the exhibitor to a similar space.

#### 4. Show Hours & Dates

Hours and dates for installing, showing, and dismantling the Exhibit Space shall be those specified by SCS and published on the PowerPlantSim website. All exhibits must be open and staffed during exhibit hours, and no dismantling or packing may be started before the official close of the show. Neither SCS, the contracted decorator, nor the hotel shall be responsible or liable for any property not timely removed by the Exhibitor.



### **5. Use of Space**

All materials and activities must be confined to the limits of the exhibit booth and shall not interfere with traffic or other exhibitors. Promotion is limited to products and services of exhibiting companies only. Reassignment, subletting, or sharing of exhibit space is prohibited. Excessive noise, which would interfere with other exhibitors, is not allowed. SCS reserves the right to alter the location of exhibit booths in the best interest of the exhibits and the conference. The Exhibitor shall also comply with all reasonable requests of officials of the Exhibit Hall and SCS with respect to the installation, conduct and disassembly of its Exhibit. The Exhibit shall be conducted in a decorous manner in order not to be objectionable to other exhibitors, the Exhibit Hall, the Conference, or the public. During all hours the Exhibit hall is open to the public, the Exhibitors shall staff their exhibits with competent personnel. The Exhibitor shall not dismantle or otherwise interfere with the orderly conduct and display of the exhibits until the Exhibit Hall is officially closed to the public.

### **6. Fire Precautions**

Exhibitors must use materials that will pass fire inspection. Drapes and curtains must be flameproof. The storage or use of flammable or explosive materials, or any substance prohibited by local laws or insurance carriers, is forbidden. The hotel must do all electrical work to ensure compliance with local regulations. The Exhibitor shall comply with all fire laws, electrical codes, and all other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of their exhibit.

### **7. Damage, Risk of Loss, Indemnity & Insurance**

The Exhibitor agrees to indemnify and hold harmless SCS and their respective officers, employees, and agents against (1) liability for damages on account of personal injury or property damage suffered by any third party arising out of the installation, maintenance, use, operation, removal of the exhibit by Exhibitor and use of the exhibiting premises by Exhibitor, and (2) costs and expenses related to the foregoing (including reasonable attorney's fees), provided that the indemnified party: (a) promptly notifies Exhibitor of any such claim, (b) cooperates with Exhibitor in connection with the defense or settlement of any such claim, and (c) permits Exhibitor to control the defense and/or settlement of any such claim. The Exhibitor understands that SCS does not maintain insurance covering the Exhibitor's property and agrees that they (and their respective officers, employees, and agents) will have no liability for damage thereto or loss thereof caused by any third party, and it is the sole responsibility of the Exhibitor to obtain such property insurance. Each exhibiting company desiring to insure its exhibit and display materials against loss of any kind must do so at its own expense. It is highly recommended that exhibitors arrange All Risk coverage, which usually can be done by endorsements to existing policies. Exhibitor's materials should be insured from the time they leave their firm until they are returned after the close of the show. Insurance and liability against theft or property damage to equipment or exhibit material owned or rented by Exhibitor, or bodily injury occurring within the confines of Exhibitor's booth, remain the sole and complete responsibility of the Exhibitor. Except where prohibited by law, the Exhibitor and its insurers waive all rights of recovery. Exhibitors agree not to make any claims against SCS, its employees or agents, except for breach of this contract by SCS.

### **8. Contract**

The Contract for Exhibit Space, when properly executed by the Exhibitor shall be considered a binding contract between the two parties, subject to the rules and regulations promulgated by SCS as established by law.

The license granted by this contract is personal and may not be transferred without the written consent of SCS. The premises are licensed on an "as is" basis and SCS will not be liable for preexisting conditions of the premises or for conditions arising during the period of the license. The Exhibitor shall return the premises in as good condition as they were received. SCS shall in no event be liable to the Exhibitor in excess of the consideration paid by the Exhibitor, exclusive of the deposit, for breaches of contract or tortious conduct by SCS, its agents, representatives or independent contractors whether acting within or without the scope of their authority, by agents, employees, or



independent contractors of the hotel or by the general public. Exhibitor shall be responsible for all costs related to moving their booths and associated materials to the exhibit floor and any setup of their booths and exhibits. Anyone visiting, viewing or otherwise participating in the Exhibitor's Exhibit is deemed to be the invitee or licensee of the Exhibitor rather than the invitee or licensee of SCS. SCS shall not be liable for injury of any type from any cause to property of Exhibitor or to persons conducting or otherwise participating in the conduct of the Exhibit or to invitee or guests of the Exhibitor. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees, or independent contractors, whether a citing within or without the scope of their authority, and agrees to save harmless SCS and the Exhibit Hall from responsibility or liability resulting directly or indirectly, or jointly from other causes which arise because of the actions or omission of its agents, employees, or independent contractor, whether acting within or without the scope of their authority.

There is no other agreement or warranty between the Exhibitor and SCS except as set forth in this document. The rights of SCS under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of SCS. This contract is made and accepted in the State of California and the laws of California shall control the construction, interpretation, validity, and enforceability of this contract as if all relevant aspects of the contract existed only in that state. The Exhibitor hereby consents to the jurisdiction of the courts of the State of California with respect to any right of action arising under this contract. In the event of dispute arising under this contract, the Exhibitor shall be liable for reasonable costs and attorney's fees incurred by SCS in a reasonable attempt to negotiate, arbitrate, or litigate the dispute.

#### **9. Location Rules and Regulations**

Exhibitor agrees to adhere to the rules and regulations of the hotel.

#### **10. General Data Protection Regulation (GDPR)**

The Exhibitor agrees to comply with the General Data Protection Regulation (GDPR), which governs the collection and processing of personal data, as specified in articles 28, 32, and 82 (EU 2016/679). For details, see: [www.gdpr.eu](http://www.gdpr.eu).

The undersigned agrees to abide by all requirements, restrictions, and obligations detailed in this contract.

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

Print Your Full Name: \_\_\_\_\_