

2022 Exhibitor Application

This form is fillable as a PDF. Please consider not printing!



Company Information

| | |
|------------------|--|
| Company Name | |
| Address | |
| Address 2 | |
| City | |
| State / Province | |
| Country | |

Contact Information

| | Primary Contact | Secondary Contact | Invoice Contact |
|-------|-----------------|-------------------|-----------------|
| Name | | | |
| Title | | | |
| Email | | | |
| Phone | | | |

Exhibitor Fees Price per square foot - add \$1 per square foot for premium, main aisle locations | Non-Member maximum booth size is 300 square feet

| | Early Bird (by February 15) | Regular |
|-------------|-----------------------------|---------|
| ACP Members | \$38 | \$40 |
| Non-Members | \$49 | \$51 |

Booth Preferences Please indicate your **top 5 choices**, even if some may be reserved. To request a merge or split, please indicate all relevant booths.

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Please indicate any additional requests below. Every effort will be made to accommodate your request.

Payment Information

Amount _____ Check Wire / ACH American Express MasterCard Visa

Card Number _____ Exp. Date _____ CVV _____

If you need additional information or changes to your invoice, please contact exhibition@cleanpower.org or call +1(202) 383-2500. Make checks payable to ACP in U.S. dollars & drawn from a U.S. bank. Applications submitted on or before February 1, 2022, require a 50% deposit within 30 days of submission. Balance of booth fees is due by April 15, 2022. Applications submitted on or after April 15, 2022 require a 50% deposit at time of reservation, with booth fees paid in full within 30 days of submission. Applications submitted on or after May 1, 2022 require booth fees be paid in full before reservation can be confirmed. Booth fees not paid in full by this schedule risk loss of early bird booth rate, booth placement, or loss of booth assignment entirely. **The undersigned Exhibitor has read, understands, and agrees to comply with the requirements set forth in the "CLEANPOWER 2022 Exhibitor Application/Contract Terms and Conditions" which are made a part of this reservation and contract by reference. Exhibitor acknowledges that it has had the opportunity to review these terms and conditions which are available on pages 2 and 3 of this document.**

Authorized Name _____

Signature _____ Date _____

2022 Exhibitor Terms & Conditions

1. Contracts for Display Space These terms and conditions (“TERMS AND CONDITIONS”) govern the relationship between the American Clean Power Association (“ACP”) and the Exhibitor listed on the Exhibitor Application (“EXHIBITOR”) for booth space and attendance at CLEANPOWER 2022 (the “CONFERENCE”) and include and incorporate by reference the Exhibitor Application (“APPLICATION”), the formal notice of space assignment by ACP (“FORMAL NOTICE”), an Exhibitor Kit made available by ACP to exhibitors (“EXHIBITOR KIT”), the rules, procedures, policies, and terms and conditions (“ACP TERMS”) set forth on the ACP website which govern EXHIBITOR’s participation at the exhibition (the “EXHIBITION”) at the ACP CLEANPOWER 2022 conference (“CONFERENCE”), and any documents referenced herein, any and all of which ACP may, in its sole discretion, change from time to time without notice to EXHIBITOR, which all together shall be referred to herein as “AGREEMENT.”

2. Assignment and Use of Space ACP will assign use of space and booths to EXHIBITOR as soon as reasonably practicable after receiving EXHIBITOR’S APPLICATION. ACP has the sole right to determine eligibility of any company or product for inclusion in the CONFERENCE, for accepting an APPLICATION and assigning use of space and booths to EXHIBITOR, subject to the availability of space preferences, special needs, the compatibility of exhibitors, or any other reason as determined in the sole discretion of ACP. The space assigned by ACP and the EXHIBITION floor plan may be changed at any point as determined in the sole discretion of ACP. EXHIBITOR must comply with the AGREEMENT in all respects with regard to its booth. ACP reserves the right to make the final determination as to the acceptability and appropriateness of all displays, and EXHIBITOR will promptly remedy any objection ACP has to its booth display. All measurements and space layouts on the EXHIBITION floor plan are as accurate as possible. ACP reserves the right to adjust the floor plan and change booth assignments as may be necessary to meet the needs of ACP.

3.0 Payment Payment for the booth shall be made as set forth on the Application. Booth fees not paid in full by this schedule risk loss of early bird booth rate, booth placement, or loss of booth assignment entirely.

3.1 Membership Status Membership payments, any outstanding EXHIBITOR FEES for CLEANPOWER 2022 or any previous CLEANPOWER or other ACP conference or event, or any outstanding sponsorship fees must be received by ACP by May 15, 2022 or EXHIBITOR will risk cancellation of booth space, without refund.

3.2 Increase of reserved booth space If EXHIBITOR’s booth size or location is modified by ACP such that the applicable EXHIBITOR FEES increase, the amount for the EXHIBITOR FEES for such booth will be adjusted according to the appropriate rate and EXHIBITOR shall owe the modified EXHIBITOR FEES. Should EXHIBITOR change its booth location to another booth of equal size, the EXHIBITOR FEES will only be affected if the move is between a standard and premium location. Any additional fees must be received by ACP within 30 days of the date of invoice.

3.3 Reduction of reserved space Exhibitor may request reduction of reserved space at no penalty through March 30, 2022. Requests to decrease size on or after March 30, 2022, will not result in an adjustment to the EXHIBITOR FEES.

4.0 Cancellation by EXHIBITOR Any request to cancel booth space (“CANCELLATION REQUEST”) must be in writing and received by ACP on or before March 30, 2022. For requests received by this date, all sums paid by the EXHIBITOR, will be refunded. If a CANCELLATION REQUEST is received on or after April 1, 2022, EXHIBITOR shall not be entitled to any refund of EXHIBITOR FEES and shall be responsible to pay 100% of the EXHIBITOR FEES, to the extent not already paid. EXHIBITOR shall pay such amounts within three calendar days following its delivery of the Cancellation Request.

4.1 Cancellation by ACP Should EXHIBITOR fail to deliver the payments set forth in Sections 3.0, 3.1, 3.2 or 3.3 above to ACP within the applicable time period provided or otherwise fails to comply with the AGREEMENT, ACP may cancel EXHIBITOR’S booth upon written notice to EXHIBITOR. Upon such cancellation, ACP shall be entitled to retain any portion or all fees already paid to ACP and to collect all remaining EXHIBITOR FEES, to the extent not already paid by EXHIBITOR. EXHIBITOR shall pay such amounts within three calendar days following notice from ACP of its cancellation of EXHIBITOR’S booth.

5. Booths EXHIBITOR will be furnished with a booth with minimum dimensions of 10 foot x 10 foot, with an 8’ high background drape and 3’ high side divider drape for in-line booths. A sign will be furnished that lists EXHIBITOR’S name and booth number. **FLOOR COVERING for EXHIBITOR’S booth is required and must be provided by EXHIBITOR.** Additional requirements and information regarding electricity and other services, a show decorator, and booth furnishings, as well as display rules, will be included in an EXHIBITOR KIT provided to EXHIBITOR prior to CLEANPOWER 2022 and following ACP’s delivery of the FORMAL NOTICE and available on ACP’s website. EXHIBITOR shall comply with all such requirements.

6. Use of Display Space a) In the event the EXHIBITOR fails to install or have installed EXHIBITOR’S display within the time limit as set forth in the EXHIBITOR KIT or fails to comply with any provisions concerning the use of display space set forth in the Agreement, ACP shall have the right to take possession of the booth and resell it, or any part thereof. Upon such occurrence, EXHIBITOR shall have no right to a refund of any of the EXHIBITOR FEES paid for such booth and EXHIBITOR shall be responsible to pay any remaining EXHIBITOR FEES owed. **b)** All demonstrations and distribution of literature and promotional materials must be confined to the limits of EXHIBITOR’S booth or assigned table display space. Sharing an exhibit booth is not permitted unless approved in advance, and in writing by ACP. EXHIBITOR must display goods or services directly related to its regular course of business unless otherwise approved in advance, and in writing, by ACP. **c)** Booths that include the operation of audio equipment or any noise-making machinery must be operated so that the resulting noise will not annoy or disturb adjacent exhibitors or CONFERENCE attendees, as determined by ACP in its sole discretion. EXHIBITOR must provide ACP with a copy of the EXHIBITOR’S licensing agreement with ASCAP or BMI, or other licensing organization if using live or mechanical music in the booth.

d) EXHIBITOR is required to have its booth neat and orderly at all times throughout the event. EXHIBITOR must conform its booth to prevailing trade show practices and standards with respect to size, height and sight line access. **e) EXHIBITOR shall not have the right, prior to closing of the EXHIBITION, to pack or remove articles from the booth without prior approval in writing from ACP. Without prior written approval from ACP, the EXHIBITOR shall be penalized 1 priority point for CLEANPOWER 2023 booth space selection, and be barred from taking part in the initial booth space selection process for CLEANPOWER 2023, which is only open to current year member exhibitors. In the case the EXHIBITOR has selected space for CLEANPOWER 2023 prior to the CONFERENCE, ACP will void the EXHIBITOR’S current reservation, and the EXHIBITOR will not be able to reserve space for CLEANPOWER 2023 until the initial booth space selection process is complete, at the sole discretion of ACP.**

f) Use of motorized equipment (such as, but not limited to, air blimps and drones) are not permitted unless submitted in advance to, and approved by, ACP in writing at least 30 days prior to the start of the CONFERENCE. **g)** ACP reserves the right to forbid installation, in whole or in part, of a booth or require discontinuation of any other actions of EXHIBITOR that ACP, in its sole discretion, deems as objectionable or that distract from the purpose and character of the CONFERENCE or the business objectives of ACP or any CONFERENCE attendees. **h)** Lottery devices, games of chance and any similar recreational activities may be used by EXHIBITOR at the CONFERENCE only with the prior written consent of ACP. **i)** EXHIBITOR may not assign, sublet or apportion any part of the booth allotted, or represent, advertise for, solicit on behalf of, or distribute any materials relating to any other entity or individual except as approved in advance and in writing by ACP.

2022 Exhibitor Terms & Conditions - continued

7. Exhibitor Activities Without ACP's prior written consent, EXHIBITOR agrees not to schedule or conduct any outside activity including, without limitation, receptions, seminars, symposiums, and hospitality suites during any part of the official program of the CONFERENCE, whether such activities are located at the Henry B. Gonzalez Convention Center ("CONVENTION CENTER"), any of the official CONFERENCE hotels or in the city where the CONFERENCE or such hotels are located. EXHIBITOR must submit to ACP 30 days prior to the beginning of the CONFERENCE any activity EXHIBITOR requests to hold during the CONFERENCE for ACP's written approval. The request must include a description of the activity and the time, date, and place of such activity. Upon EXHIBITOR's failure to comply with this Section 7, ACP may deny EXHIBITOR use of the booth and EXHIBITOR shall have no right to any partial or full refund of the EXHIBITOR FEES and shall still be responsible to remit any unpaid EXHIBITOR FEES to ACP.

8. Compliance; Insurance EXHIBITOR assumes all responsibility for compliance with all applicable ordinances, regulations, and of applicable local, state, and federal governing bodies concerning fire, safety, and health, including, without limitation, the Americans with Disabilities Act, public safety laws and codes, and labor laws, rules and regulations, as well as the rules and regulations of the operators and/or owners of the property where the booth is located. In addition, EXHIBITOR shall obtain and maintain during the EXHIBITION all necessary forms, permits and licenses to operate its booth.

EXHIBITOR and EXHIBITOR's appointed contractors must adhere to all rules of the show organizer, ACP, the CONVENTION CENTER and its official general contractor (GES). EXHIBITOR shall be responsible for any penalties imposed for noncompliance.

EXHIBITOR must submit Exhibitor Appointed Contractor ("EAC") and Certificate of Insurance ("COI") forms to ACP at least 60 days prior to the opening of the CONFERENCE. Such forms must name ACP, the CONVENTION CENTER and any other entity required by contract as additional insured under each applicable insurance policy. Such forms must contain an endorsement that such policy will remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights to subrogation against ACP, the CONVENTION CENTER and any other entity required by contract. If such forms are not sent to ACP within the 60-day time period, ACP may deny EXHIBITOR use of the booth and EXHIBITOR shall have no right to any partial or full refund of the EXHIBITOR FEES and shall be responsible to remit any unpaid EXHIBITOR FEES to ACP. EXHIBITOR understands and acknowledges that neither ACP nor any other sponsor of the CONFERENCE maintain insurance covering EXHIBITOR's property and that it is the sole responsibility of EXHIBITOR to obtain any desired or required insurance.

9. Liability ACP, the CONFERENCE, CONVENTION CENTER, all official CONFERENCE hotels, GES, and each of their agents, representatives, employees, contractors, licensees and assigns (each individually an "ACP Party" and collectively, the "ACP PARTIES"), shall not be liable for (a) any loss, theft or damage to the property of the EXHIBITOR, the CONFERENCE CENTER, other CONFERENCE exhibitors, or EXHIBITOR's employees, guests, representatives or assigns, including, without limitation, the loss or damage of any goods that are in transit to the CONFERENCE or for the failure of such goods to arrive, (b) any damage or injury to persons or property from any cause whatsoever by reason of the use or occupancy of the booth by the EXHIBITOR or its employees, guests, representatives or assigns, including, without limitation, damage to building floors, walls or columns, (c) any matter resulting directly or indirectly from any labor disturbances of any kind, fires, delays or defaults of any contractors or suppliers, or any other cause beyond the reasonable control of the applicable ACP Party. EXHIBITOR shall indemnify and hold each of the ACP Parties harmless for any and all losses, costs, damages, charges, claims, legal fees, recoveries, judgments, penalties, and/or reasonable expenses which may be obtained against, imposed upon, or suffered due to the foregoing or for the breach of any covenants, obligations or agreements made by EXHIBITOR in the AGREEMENT.

By submitting an APPLICATION, EXHIBITOR hereby releases the ACP parties from any and all liabilities to EXHIBITOR, its agents, representatives, employees, contractors, licensees or assigns that may arise, be related to, or may be asserted as a result of submission of the APPLICATION, the AGREEMENT or EXHIBITOR's participation in the CONFERENCE.

10. Cancellations or Termination of CONFERENCE, EXHIBITION In the event the premises where the CONFERENCE or the EXHIBITION is to be held shall, in the sole determination of ACP, become unfit or unavailable for occupancy or be substantially interfered with by reason of picketing, strike, embargo, injunction, act of war, act of terrorism, act of God, fire or state of emergency declared by a government agency, **the ongoing COVID-19 pandemic**, or by reason of any other occurrence beyond the direct control of ACP, ACP may postpone or cancel the CONFERENCE and/or the EXHIBITION. In case ACP for any reason determines to postpone or cancel the CONFERENCE and/or the EXHIBITION, neither party shall have any further obligation to or against the other party, except that ACP shall refund to EXHIBITOR all EXHIBITOR FEES paid by such EXHIBITOR in connection with the CONFERENCE, less a prorated share of ACP's actual expenses in connection with the CONFERENCE (as determined on the basis of the expenses incurred by ACP and the number of exhibitors at the CONFERENCE). To the extent EXHIBITOR's pro rata share has not yet been paid to ACP, EXHIBITOR shall remit such amount to ACP within [30 calendar days] from receipt of notice of the postponement or cancellation. EXHIBITOR hereby waives all claims the EXHIBITOR has or might have against ACP for damages or expenses relating to such postponement or cancellation.

11. No Guarantee of Results ACP does not warrant or guarantee any particular results of a booth, nor does it guarantee a particular number of attendees or exhibitors.

12. EXHIBITION Personnel; Materials No individuals under the age of 18 are permitted inside the EXHIBITION hall at any point. EXHIBITOR shall be responsible for ensuring that all of its personnel and representatives wear a badge identification provided by ACP, comply with the AGREEMENT, act and speak in a non-discriminatory manner, avoid offensive, racist or sexist remarks, and conduct themselves in an ethical and professional manner. All materials displayed or distributed by EXHIBITOR must portray high business ethics and may not be lewd or sexual in nature. If booth models or other personnel are hired to represent or work for EXHIBITOR at the CONFERENCE, they must dress in a professional manner and act accordingly. ACP reserves the right to request changes to booth displays or EXHIBITION personnel at any time.

14. Sustainability Requirements EXHIBITOR agrees to abide by sustainability requirements as set by ACP. Complete details of the CONFERENCE Exhibitor Sustainability Program can be found at the following URL: <https://cleanpower.org/wp-content/uploads/2022/01/Exhibitor-Sustainability-Program.pdf>

13. No Partnership; Assignment; Successors Nothing contained in the AGREEMENT shall be construed to create a partnership, joint venture, agency, or employment relationship between ACP and EXHIBITOR. Neither party shall be considered the agent of the other.

EXHIBITOR may not assign its rights or obligations under this AGREEMENT without ACP's prior written consent. The terms, conditions and obligations of this AGREEMENT shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

14. Governing Law This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the District of Columbia, without regard to its conflict of law provisions.

15. Miscellaneous The AGREEMENT, including, without limitation, the APPLICATION, the FORMAL NOTICE, the EXHIBITOR KIT, the TERMS AND CONDITIONS, the ACP TERMS and the other terms and documents referenced herein, incorporates and constitutes the full understanding of the parties and supersedes any and all prior agreements, understandings, or representations. The parties hereby agree that there are no other understandings or agreements between the parties, which are not contained in the AGREEMENT. In the event of any conflict between the terms of these Terms & Conditions and any other terms in the AGREEMENT, these Terms & Conditions shall control. No change or amendment to the AGREEMENT will be effective unless made in writing by ACP. Paragraph and other headings contained in the AGREEMENT are for reference purposes only and are in no way intended to define, interpret, describe or limit the scope, extent or intent of the AGREEMENT or any provision of the AGREEMENT. The invalidity or unenforceability of any provision of the AGREEMENT shall not affect the validity or enforceability of any other provisions of the AGREEMENT, all of which shall remain in full force and effect.