

Exhibitor Application

Colorado Springs, CO | March 11-13,2024

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

Company Information

Company Name			
Address			
Address 2			
City			
State / Province		ZIP	
Country			
Technology			

Contact Information

	Primary Contact	Secondary Contact	Invoice Contact
Name			
Title			
Email			
Phone			

Exhibitor Fees (includes tabletop, 2 chairs, 2 passes, & electrical cord.)

	Early Bird (by January 12)	Regular
ACP Members	\$3,045	\$3,255
Non-Members	\$4,200	\$4,410

Payment Information

Amount _____ Check Wire / ACH American Express MasterCard Visa

Card Number _____ Exp. Date _____ CVV _____

Cardholder Name _____

Signature _____ Date _____

Exhibitor Terms and Conditions

1. Agreement. 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 at the exhibition (the “**Exhibition**”) and attendance at the ACP conference listed on the Exhibitor Application (the “**Conference**”) and include and incorporate by reference (a) the Exhibitor Application and definitions therein (the “**Application**”), (b) the exhibitor kit made available by ACP to exhibitors (“**Exhibitor Kit**”), (c) the rules, regulations, and terms and conditions of the operators and/or owners of the property where the Exhibition and/or Conference is located (the operators and/or owners are referred to herein as the “**Conference Center Owner**” and the rules are referred to as the “**Conference Center Rules**”), (d) ACP rules, procedures, and policies, including, but not limited to, the Event Anti-Harassment Policy, Privacy Policy, and Sustainability Policy, all as set forth in these Terms and Conditions which govern Exhibitor’s participation at the Exhibition and/or the Conference (collectively, the “**ACP Polices**”) and (e) any documents referenced herein ((a) through (e), together with these Terms and Conditions are referred to herein as the “**Agreement**”). ACP reserves the right to make changes to the ACP Polices from time to time without notice.

2. Assignment and Use of Space. ACP will assign use of space and booths and confirm the same 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 Exhibition or Conference, for accepting an Application, and assigning use of space and booths to Exhibitor, all 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. All measurements and space layouts on the Exhibition floor plan are intended to be as accurate as possible.

3. Booth Space Adjustments. The space assigned by ACP and the Exhibition floor plan may be changed at any point as determined in the sole discretion of ACP. If Exhibitor’s booth size or location is modified by ACP to a booth preference listed on the Application, to a reasonably comparable space (as determined in ACP’s reasonable but sole discretion), or to a smaller space, the amount for the Exhibitor Fees for such booth will be adjusted accordingly, if at all, to the appropriate rate and Exhibitor shall owe the modified Exhibitor Fees, if any. If such change is not to an alternative booth preference, a reasonably comparable space, or to a smaller space, and would otherwise result in an increase to Exhibitor Fees, then such change may only be made if ACP obtains the consent of Exhibitor or agrees to waive any increase in Exhibitor Fees. Subject to ACP approval, if Exhibitor wishes to 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. Exhibitor may request a reduction of reserved space at no penalty through the early-bird reservation deadline set forth in the Application; however, requests to decrease size after that date will not result in an adjustment to the Exhibitor Fees. All additional fees incurred due to a change in booth space must be received by ACP within 30 days of the date of an updated invoice.

4. Payment. Payment for the booth space shall be made as set forth on the Application. Exhibitor fees not paid in full by the scheduled dates risk loss of the early-bird reservation rate, booth placement, or loss of booth assignment entirely. Additionally, membership payments, if applicable, any outstanding Exhibitor Fees for the Conference or any previous ACP conference or event, and any outstanding sponsorship fees, if applicable, must be received by ACP within thirty (30) days of the Conference Date or Exhibitor will risk cancellation of booth space, without refund.

5. Cancellation by Exhibitor. Any request to cancel booth space by Exhibitor (“**Cancellation Request**”) must be in writing and received by ACP on or before the early-bird reservation deadline set forth in the Application. For requests received by this date, all sums paid by the Exhibitor will be refunded. If a Cancellation Request is received after the early-bird reservation deadline, 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 five business days following its delivery of the Cancellation Request.

6. Cancellation by ACP. Should Exhibitor fail to deliver the payments set forth in this Agreement within the applicable time period provided or otherwise fail 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 five business days following notice from ACP of its cancellation of Exhibitor’s booth.

7. Exhibition & Display Space. No individuals under the age of 18 are permitted inside the Exhibition at any time. Exhibitor shall be responsible for ensuring that all its personnel, employees, volunteers, contractors, invitees and representatives (collectively “**Exhibitor Representatives**”) wear an identification badge provided by ACP and comply with the Agreement. ACP reserves the right to request changes to booth displays or Exhibitor Representatives at any time. (a) If Exhibitor fails to install or have installed Exhibitor’s display within the time limit as set forth in the Exhibitor Kit or fails to otherwise comply with any provisions concerning the use of display space, ACP shall have the right to take possession of the booth space and resell it, or any part thereof. Upon such occurrence, Exhibitor shall have no right to a refund of any of the Exhibitor Fees and shall remain responsible for any outstanding Exhibitor Fees. (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 without the prior written consent of ACP.

Exhibitor must display goods or services directly related to its regular course of business unless it has received prior written consent of 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 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, BMI, or other licensing organization if using live or mechanical music in the booth. **(d)** Exhibitor shall ensure that it has all legal rights to use or display all trademarks, service-marks, copyrights, or any other intellectual property on display at the Exhibition. **(e)** Exhibitor is required to have its booth neat and orderly at all times throughout the event. Subject to Conference Center Rules, Exhibitor must conform its booth to prevailing trade show practices and standards with respect to size, height and sight line access. **(f)** Exhibitor's conduct and booth space shall comply at all times with the Event Anti-Harassment Policy, as set forth in Section 10 below. In particular, Exhibitor shall not use sexualized images, activities, or other material. Booth staff (including volunteers) shall not use sexualized clothing/uniforms/costumes, or otherwise create a sexualized environment. All materials displayed or distributed by Exhibitor must portray high business ethics and may not be lewd or sexual in nature. **(g)** Exhibitor shall not pack or remove articles from the booth prior to closing of the Exhibition, without prior written approval from ACP. **(h)** Use of motorized equipment (such as, but not limited to, air blimps and drones) are not permitted unless a request is submitted in advance to, and approved by, ACP in writing at least 30 days prior to the start of the Conference. **(i)** Lottery devices, games of chance and any similar recreational activities may only be used by Exhibitor at the Conference with the prior written consent of ACP. **(j)** 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 with the prior written consent of ACP. ***ACP reserves the right to prohibit installation, in whole or in part, of a booth, or require discontinuation of any other activities of Exhibitor that ACP, in its sole discretion, deems as objectionable or that may distract from the purpose and character of the Conference or the business objectives of ACP or any Conference attendees and Exhibitor will promptly remedy any objection ACP has to its booth display.***

8. Exhibitor Activities. Without ACP's prior written consent, not to be unreasonably withheld or delayed, Exhibitor agrees not to schedule or conduct any outside activity including, without limitation, receptions, seminars, symposiums, and hospitality suites (an "**Exhibitor Event**") during any part of the official program of the Conference including ACP sponsored events, whether such Exhibitor Event is located where the Exhibition and Conference are taking place (the "**Conference 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 Exhibitor Event that Exhibitor requests to hold during the Conference for ACP's written approval. ACP's approval of an Exhibitor Event shall in no way be deemed an endorsement or sponsorship of such event.

9. Intellectual Property. A party's intellectual property will remain the property of such party and the other party acknowledges that nothing in the Agreement will be construed as granting a license to or transferring title in or ownership of such intellectual property. Notwithstanding the above, ACP may, in electronic or written format, identify Exhibitor by name, and use any logo provided to ACP by Exhibitor, for purposes of identifying Exhibitor as a participant in the Exhibition and/or Conference, unless and until such time as Exhibitor notifies ACP in writing. Upon payment of all Exhibitor Fees, Exhibitor may reference its participation in the Exhibition and/or Conference by reference to such Exhibition and/or Conference. In doing so, Exhibitor **(a)** shall not use any ACP logo unless it is provided to Exhibitor by ACP, **(b)** shall ensure that any reference includes any trademark symbols (as applicable), and **(c)** shall refrain from any language that implies an endorsement or warranty of Exhibitor or Exhibitor's products, actions, or services, either at or during the Exhibition, Conference, and/or Exhibitor Event.

10. Compliance; Insurance. As it relates to Exhibitor's booth and activities during the Conference, Exhibitor assumes all responsibility for compliance with all applicable ordinances, regulations, and 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. 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 ACP Policies, the Conference Center Rules, and ACP's official general contractor (GES) when used for the Conference. Exhibitor shall be responsible for any penalties, costs or fees imposed on ACP for noncompliance with the Agreement. Exhibitor must submit its Exhibitor Appointed Contractor ("EAC"), if applicable, 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 Conference Center Owner, and any other entity required by contract as directed by ACP as an 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 Conference Center Owner and any other additional insured. 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 refund of the Exhibitor Fees and shall be responsible to remit any unpaid Exhibitor Fees to ACP. Exhibitor understands and acknowledges that neither ACP, the Conference Center Owner, nor any other sponsor of the Conference maintains insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain any desired or required insurance.

11.Event Anti-Harassment Policy; Code of Conduct. ACP is dedicated to providing a harassment-free experience for everyone at ACP events. ACP seeks to provide a conference environment in which diverse attendees may learn, network and enjoy the company of colleagues in a professional atmosphere. **Exhibitor's conduct, activities, and that of Exhibitor Representatives shall comply at all times with the Event Anti-Harassment Policy**, which can be found at: [ACP Event Anti-Harassment Policy](#), (together with the following provisions, the "**Code of Conduct**"). In particular, at all times during the Exhibition, Conference, or sponsored events, Exhibitor and Exhibitor Representatives shall not **(a)** use or display sexualized images or other material, **(b)** use or wear sexualized clothing/uniforms/costumes, or otherwise create a sexualized environment, **(c)** act and speak in discriminatory manner, **(d)** use offensive, racist or sexist remarks; **(e)** harass or antagonize any other exhibitor, party, or attendee; **(f)** remove anything from another exhibitor's booth or space; or **(g)** photograph or video another party's booth, space or products, attendees or any portion of the Conference without permission; and shall **(h)** otherwise conduct themselves in an ethical and professional manner. Exhibitor acknowledges and understands that the conduct, activities and choices of Exhibitor and Exhibitor Representatives at all times and at all events during or adjacent to the Conference (whether sponsored by ACP, Exhibitor, or a third party) may reflect on ACP by association, and therefore, ACP reserves the right, in its sole discretion, to eject Exhibitor or Exhibitor Representatives from the Exhibition, Conference or ACP sponsored events at any time and/or prevent Exhibitor or Exhibitor Representatives from exhibiting at or attending any future ACP event for any violation of the Event Anti-Harassment Policy or this Code of Conduct and Exhibitor shall not be entitled to any refund of Exhibitor Fees and shall be responsible to remit any unpaid Exhibitor Fees to ACP.

12.Sustainability Requirements. Exhibitor agrees to abide by ACP's sustainability requirements as set forth at in its [Exhibitor Sustainability Program](#).

13.Privacy Policy. Exhibitor acknowledges that ACP abides by, and Exhibitor agrees to the [ACP Privacy Policy](#) applicable to events.

14.Breach. Without limiting any other rights or remedies available to ACP under law or this Agreement, Exhibitor agrees that any breach of the Agreement by Exhibitor entitles ACP to revoke Exhibitor's right to participate in the Exhibition or Conference and/or any future ACP exhibition, conference or event without refund of any amounts paid and shall be responsible to remit any unpaid Exhibitor Fees to ACP.

15.Point Deductions. ACP administers a "points system" for determining seniority and priority for booth space selection at its events. Without limiting any other rights or remedies available to ACP under law or this Agreement, Exhibitor acknowledges and understands that if Exhibitor violates any provision of the Agreement, ACP may, in its sole discretion, withhold or deduct priority points for booth space selection for the Conference, and/or prohibit Exhibitor from taking part in the initial booth space selection process for next years' conference. If Exhibitor has already selected space for next year's conference prior to the Conference date, ACP may also void the Exhibitor's current reservation, and the Exhibitor will not be able to reserve space for next years' conference until the initial booth space selection process is complete.

16.Liability. ACP, Conference Center Owner, all official Conference hotels, GES, and each of their agents, representatives, employees, contractors, licensees and assigns (each individually a "**Releasee**" and collectively, the "**Releasees**"), shall not be liable to Exhibitor or any Exhibitor Representative for **(a)** any loss, theft or damage to the property of the Exhibitor, the Conference Center, Conference Center Owner, other Conference exhibitors, or Exhibitors Representatives, 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 or attendance at the Conference, an Exhibitor Event, or a related event by the Exhibitor or Exhibitor Representatives, **(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 Releasee; except, as it relates to (a) through (c) above, where such liability arises out of the gross negligence or willful misconduct of such Releasee. Exhibitor shall indemnify and hold each of the Releasees harmless for any and all losses, costs, damages, charges, claims, legal fees, recoveries, judgments, penalties, and/or reasonable expenses ("**Losses**") which may be obtained against, imposed upon, or suffered due to the foregoing, failure to comply with applicable law, or for the breach of any covenants, obligations or agreements made by Exhibitor in the Agreement, except where such Losses arise out of the gross negligence of such Releasee. Notwithstanding the above, the gross negligence or willful misconduct of a Releasee shall not be imputed to any other Releasee.

17.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, heath or other state of emergency declared by a government agency, 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 such event, 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.

18.No Guarantee of Results. ACP does not warrant or guarantee any particular results of exhibiting at the Conference, nor does it guarantee a particular number of attendees or other exhibitors.

19.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.

20.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.

21.Miscellaneous. The Agreement and the other terms and documents referenced herein, 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 and Conditions and any other terms in the Agreement, these Terms and Conditions shall control. No change or amendment to the Terms and Conditions 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.