



Renewable Energy Technology Conference & Exhibition • Las Vegas

**RETECH 2009**

**Exhibit Space Application**

**Hall N-1, N-1.1, Las Vegas Convention Center, Las Vegas, Nevada**

*February 24 – 26, 2009*

Please print or type all sections of this application.

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

Exhibit Contact \_\_\_\_\_

Street Address \_\_\_\_\_

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

Telephone \_\_\_\_\_ FAX: \_\_\_\_\_

Email \_\_\_\_\_

**EXHIBIT SPACE INFORMATION** - Exhibit space is available in increments of 10'X10' at the following rates:

ACORE Member rates: \$29.00/sq.ft. on or before June 1, 2008. \$32.00/sq.ft. after June 1, 2008.

Non-Member rates: \$42.00/sq.ft. on or before June 1, 2008. \$45.00/sq.ft. after June 1, 2008.

Size of Space Requested: \_\_\_\_\_' x \_\_\_\_\_'

Total amount enclosed \$ \_\_\_\_\_ (50% due with application before December 1, 2008; 100% due after December 1, 2008)

Specify booth numbers in order of preference. See enclosed floor plan. 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Companies from whom we desire separation. ACORE cannot guarantee requests. \_\_\_\_\_

**PAYMENT DEADLINES AND CANCELLATION POLICY: 50% payment of total booth space is due with this application. This application will not be valid without payment.** Full payment of booth space is due by December 1, 2008. Written cancellations received prior to December 1, 2008, will receive refund in full. Written cancellations received between December 1, 2008, and January 15, 2009, will forfeit 25% of the total cost of space. Exhibitors who cancel space after January 15, 2009, will be responsible for the entire fee for all contracted exhibit space. Decreases in size of space will be treated as cancellations. To qualify for the ACORE member rate, membership dues must be paid in full when application is submitted and at the time of the event.

The undersigned Exhibitor hereby agrees to abide by all rules and regulations as set forth in the attached Exhibitor Rules for RETECH 2009. The Rules of the Las Vegas Convention Center will be included in your Exhibitor Service Manual. Both sets of rules are made a part of this contract.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

| Payment  |   |
|--|---|
| Complete information under <i>Cost of Exhibit Space</i> in this contract |   |
| Amount _____   |   |
| <input type="checkbox"/> Check enclosed                                  | <input type="checkbox"/> AmEx <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard |
| Cardholder Name _____  |   |
| Card# _____  |   |
| Expiration Date: _____   | Amount Charged _____  |
| Authorized Signature: _____  |   |

| FOR ACORE USE ONLY      |
|-------------------------|
| Date Rec'd: _____       |
| Deposit rec'd \$ _____  |
| Form of Payment: _____  |
| Total Cost: _____       |
| Assigned Date: _____    |
| Booth Dimensions: _____ |
| Booth # _____           |
| Total Square Feet _____ |

**Return completed application to:**  
**RETECH 2009**  
**american council on renewable energy (acore) | P O Box 33518 | washington, dc | 20033-3518**  
**phone: 202-393-0001 | fax 202-478-2698**  
**Keep a copy for your records.**

# ReTECH 2009 GENERAL EXHIBITOR RULES AND REGULATIONS

## As of March 20, 2008

- 1. MANAGEMENT; PRINCIPAL PURPOSE:** The word "Management" as used herein shall mean the American Council on Renewable Energy and all officers, members, committees, agents or employees acting for it in the management of the Conference/Exposition. The word "Center" as used herein shall mean the Convention Center that is the site of the Conference/Exposition. The principal purpose of the Conference/Exposition is to stimulate interest in and demand for renewable energy (herein "Principal Purpose"). No Exhibitors shall engage in any activity inconsistent with this Principal Purpose.
- 2. SUB-LEASING:** Exhibitor may not sub-let his space, nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not produced or sold in his own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case such articles shall be limited to other exhibiting companies articles and their identification shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. If a non-exhibiting company's article is displayed in a booth in violation of these provisions, immediate removal of the article will be required, at the exhibitor's expense. Exhibitor may not permit in his booth non-exhibiting companies' representatives. Rulings of the Management shall, in all instances, be final with regard to use of any exhibit space.
- 3. DEFAULT IN OCCUPANCY:** Any Exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space. If not occupied by the time set for completion of installation of displays, such space may be repossessed by Management and reallocated or re-assigned for such purposes as Management may see fit.
- 4. ADDITIONAL LISTINGS:** If two member companies are corporately associated and wish to have both companies listed under one booth number, there will be a \$500 fee for each additional listing. All companies must submit space applications. This arrangement is available only when the average of the contracted exhibit space is at least 100 net square feet per company.
- 5. ELIGIBLE EXHIBITS:** Management has sole right to determine the eligibility of any company or product for inclusion in the exhibition. Exhibitor may not promote products or services that compete with the products or services of Management, including, but not limited to, conferences, seminars, and/or expositions relating to the fresh-cut produce industry, without the prior written consent of Management. Any Exhibitor engaged in the business of conducting or offering conferences, seminars, expositions, publications and other services or products similar to those offered by Management shall be required to submit all products and/or services it intends to promote at the Exposition to Management for approval by 120 days prior to the date on which the exposition is being held. Only those products and services approved in writing by Management may be promoted at the Exposition. Any Exhibitor who fails to submit its products and/or services to Management for approval in accordance with this section automatically forfeits its rental fee and is not authorized to participate as an Exhibitor at the Exposition.
- PAYMENT DEADLINES AND CANCELLATION POLICY** 50% payment of total booth space is due with this application. This application will not be valid without payment. Full payment of booth space is due by December 1, 2008. Written cancellations received prior to December 1, 2008, will receive refund in full. Written cancellations received between December 1, 2008, and January 15, 2009, will forfeit 25% of the total cost of space. Exhibitors who cancel space after January 15, 2009, will be responsible for the entire fee for all contracted exhibit space. Decreases in size of space will be treated as cancellations. To qualify for the ACORE member rate, membership dues must be paid in full both when application is submitted and at the time of the event.
- 6. LIMITATION OF LIABILITY:** Exhibitor agrees to make no claims for any reason whatsoever against Management and the Conference/Expositions display service for loss, theft, damage, or destruction of goods; nor for any injury to himself or employees while in the exhibition quarters; nor for any damage of any nature, including damage to his business by reason of failure to provide space for his exhibit; nor for any action of any nature of Management, display service, nor for failure to hold the exhibition as scheduled.
- 7. BOOTH CONSTRUCTION, DEPTH AND HEIGHT LIMITATIONS:** ACORE subscribes to industry standards as defined by the International Association of Exposition Managers. **Standard booths** are limited to a height of 8' in the back half of the booth and 4' in the front half. The 8' height may be extended along the side rails no more than 5' from the back line of the rented space. **Perimeter wall booths** are limited to a height of 12' in the back half of the booth and 4' in the front half. The 12' height may be extended along the side rails no more than 5' from the back line of the rented space. **Island booths** are limited to a height of 20'. All height restrictions include exhibit fixture components and identification signs. No display, custom built or regular, may have fins or side extensions of any kind that interfere or obscure the view of the adjoining booths. No exhibit will be permitted which interferes in any way with adjoining booths.
- 8. INSTALLATION/SHOWING/DISMANTLING:** Hours and dates for installation, exhibiting, and dismantling shall be those specified by Management. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the exposition before conclusion of the dismantling period as specified by Management.
- 9. DAMAGE TO PROPERTY:** Exhibitor is liable for any and all damage caused to building floors, walls, or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.
- 10. ATTENDANCE:** Management shall have sole control over admission policies at all times. Children under the age of 14 shall not be permitted on the Exhibit floor.
- 11. BOOTH REPRESENTATIVES:** Exhibitors booth representatives shall be restricted to employees of exhibiting companies who are actually working in Exhibitor's booth. Booth representatives shall wear "EXHIBITOR" badge identification, furnished by Management, at all times. Management may limit the number of booth representatives at any time as well as the total number of booth representatives during the Conference/Exposition. All Exhibitors' company personnel other than those working in booth are to register as attendees at Show
- 12. DECORATION:** Management shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth which Management deems inconsistent with the Principal Purpose of the Exposition or inappropriate for any reason, and no liability shall attach to Management for costs that may develop upon Exhibitor thereby. Exhibitors building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished, Management shall authorize the official decorator to affect the necessary finishing and Exhibitor must pay all charges involved thereby.
- 13. EXHIBITOR REPRESENTATIVES' RESPONSIBILITY:** Exhibitor agrees to indemnify Management and display services against and holds it harmless for any claims arising out of the acts or negligence or willful misconduct of Exhibitor, his agents or employees.
- 14. ADMITTANCE DURING NON-SHOW HOURS:** All Exhibitors company personnel will be permitted to enter the exposition one (1) hour before the scheduled opening time each day of showing, and will not be permitted to remain in the exposition after the closing hour each night, with the exception of the final night. Exhibitors having special problems that require additional time must check at Management office on the previous day for permission to remain after closing hour.
- 15. FAILURE TO HOLD EXPOSITION:** Should any contingency prevent holding of the Exposition, Management may retain such part of Exhibitor's rental as shall be required to recompense it for all expenses incurred up to the time such contingency shall have occurred.
- 16. FLOOR LOAD:** Under no circumstances may the weight of any equipment or exhibit materials exceed the hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of his exhibit material in conformity with the maximum floor load specifications.
- 17. INFLAMMABLE MATERIALS:** No inflammable fluids or materials of any nature, including decorative materials, the use of which is prohibited by Federal, state or city fire regulations, may be used in any booth.
- 18. LOTTERIES; CONTESTS:** The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only on written approval from Management.
- 19. NOISE AND ODORS:** No noisy or obstructive work will be permitted during open hours of the exposition, nor will noisily operating displays, nor exhibits producing objectionable odors, be allowed. In the event of a dispute, it is the prerogative of Management to make a determination if a given activity is unacceptable, and consequently, must be stopped.
- 20. OBSTRUCTION OF AISLES OR BOOTH:** Any demonstration or activity that results in excessive obstructions of aisles or prevents ready access to nearby Exhibitors booth shall be suspended for any periods specified by Management.
- 21. REJECTED DISPLAYS:** Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down. Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.
- 22. SAFETY DEVICES:** Exhibitor agrees to accept full responsibility for compliance with Federal, state, and city regulations in the provision and maintenance of adequate safety devices and conditions for the operation of

machinery and equipment, and for assuring that attendees remain a safe distance away from such machinery or equipment.

- 23. ADA COMPLIANCE:** Exhibitor understands that the Americans with Disabilities Act (ADA) requires that its display must be accessible to persons with disabilities, and the Exhibitor agrees that it is solely responsible for assuring that its display complies with the ADA. Exhibitor agrees to indemnify and hold Management harmless for any claims arising out of or in connection with the failure of Exhibitors booth to comply with the ADA.
- 24. SAMPLES; SOUVENIRS:** Samples, souvenirs, publications, etc., may be distributed by Exhibitor only from within its booth. The distribution of any article that interferes with the activities in or obstructs access to neighboring booths, or that impedes aisles, is prohibited.
- 25. SIGNS; SIGN COPY; ILLUMINATION:** Electric flashers or signs involving the use of Neon or similar gases are prohibited. Should the wording on any sign or area in Exhibitors booth be deemed by Management to be contrary in any way to the best interests of the exhibition, Exhibitor shall make such changes as are requested by Management. All signage must remain within the confines of the booth.
- 26. EXHIBITOR DISCUSSIONS; COSTUMES; PROMOTION:** Exhibitor's representatives may conduct discussions, answer questions, explain their products or services, or engage in sales or order taking, but such activities shall not be conducted in any manner, which is inconsistent with, or derogates from, the Principal Purpose of the Exhibition. Exhibitor shall cease any activity determined to be inconsistent with the Principal Purpose of Exhibition immediately upon notification by Management to do so. Exhibitor shall not engage in any activities in the aisles or in booths other than its own. No signs shall be displayed nor shall public announcements be made concerning sales, prices or conditions of sale. Exhibitor's representatives wearing distinctive costumes, or carrying banners or signs separately or as part of their apparel must remain in their own booths. Booth representatives may not wear clothing that Management deems scanty or excessively revealing.
- 27. SOUND AMPLIFYING; REPRODUCING EQUIPMENT; NOISE LEVELS FOR OPERATING EQUIPMENT:** Exhibitors operating sound reproducing and/or sound amplifying equipment are required to operate same in such a manner that a maximum 80 db. reading on the "A" scale of a sound level meter may be read at the aisle(s) space adjacent to their booth or measured at a neighboring booth in an area bordering that of the sound equipment user. Exhibition Management shall be the sole arbiter of acceptability of sound levels and may require reduction of sound level or elimination of sound reproducing devices in those cases where in the judgment of Exhibition Management such sound is in violation of these standards or otherwise objectionable. Exhibitors operating equipment during the Conference/Exposition are requested to have the equipment comply with section 1910-95, Occupational Noise Exposure, page 22157 of the Department of Labor Occupational Safety and Health Administration rules and regulations pertaining to a standard eight hour operating shift as appeared in the Wednesday, October 18, 1972, Federal Register.
- 28. GIVEAWAYS:** Hazardous or nuisance-causing promotional giveaways, including noisemakers and other items of carnival nature, may not be distributed at the Conference/Exposition.
- 29. STORAGE OF CRATES, CARTONS, AND EXTRA MATERIALS:** The open space between back-to-back booth spaces is for electrical feed lines and storage of exhibit materials is prohibited by the Convention Center and the local Fire Department because such use is considered to be hazardous. Accessible storage areas for literature can be arranged by contacting the Exhibitor Service Center (located on the exhibition floor). No individual exhibitor will be allowed crate storage outside the confines of their booth. "EMPTY" stickers are available from the Exhibitor Service Center to identify your empties, which will be removed to storage and returned at the conclusion of the show.
- 30. DISMANTLING OF BOOTH(S):** Exhibitors will not be permitted to dismantle their booth(s) prior to the close of the Conference/Exposition. This rule will be strictly enforced.
- 31. AMENDMENT TO RULES:** Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. Management may amend these rules at any time, and all amendments so made shall be binding on Exhibitor equally with the foregoing rules and regulations.
- 32. AGREEMENT TO RULES:** Exhibitor, for himself and his employees, agrees to abide by the foregoing rules and by any amendments that may be put into effect by Management. Management, at its discretion, reserves the right to (1) eject any Exhibitor violating its rules or decisions from the exposition without any refund whatsoever of Exhibitors rental fee; (2) restrict or limit the offending Exhibitors participation at future Management expositions; or (3) take any other action Management, in its discretion, deems to be an appropriate response to the violation. Exhibitor agrees to be bound by Management's decision. Exhibitor agrees to indemnify and hold harmless Management from any and all damages, charges, loss and/or expense arising out of a failure by Exhibitor to comply with these rules and any amendment thereto.
- 33. CENTER RULES:** Exhibitor, for himself and his employees, agrees to abide by and comply with all of the rules and regulations of the Conference/Exposition Center.
- 34. PHOTOGRAPHS:** No photographs of individual exhibits may be taken without the express permission of the Exhibitor. Management reserves the right to confiscate any photographic equipment, photographs, and negatives used in violation of this section.
- 35. ALCOHOLIC BEVERAGES:** The presence and consumption or use of alcoholic beverages in the exposition booth is prohibited unless authorized in writing by Management.
- 36. PERFORMANCE OF COPYRIGHTED MUSIC:** Exhibitor is solely responsible for securing all ASCAP, BMI and other licenses or permission necessary to perform copyrighted musical works in the Center. Exhibitor agrees to indemnify and hold Management harmless for any claims arising out of or in connection with Exhibitors failure to secure the necessary licenses or permission for performance of these works.
- 37. COMPLIANCE WITH LAWS:** Exhibitor shall comply with all applicable federal, state and local laws, codes and regulations, and shall be solely responsible for obtaining all permits and paying all taxes associated with Exhibitors use of the booth and Exhibitors activities during the Conference and Exposition.
- 38. LIABILITY INSURANCE:** Exhibitor and exhibitor's contractors shall, at their sole cost and expense, procure and maintain through the term of this contract, the following insurance: a. Commercial General Liability insurance against claims for bodily injury or death, property damage, and personal and advertising injury occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and products liability coverage, with combined single limits of liability of not less than \$1,000,000 per occurrence, with the Institute and its employees added as additional insureds. b. Worker's Compensation insurance as required by statutory law and Employers Liability with limits not less than: Bodily injury by accident \$100,000 each accident; bodily injury by disease \$100,000 each employee; bodily injury by disease \$500,000 policy limit Coverage for both the Commercial General Liability and Worker's Compensation insurance must be placed through an acceptable and licensed carrier in the state in which the convention is being held with a Best Rating of not less than A-, VII. Exhibitor shall obtain and shall furnish upon request of FMI a certificate of insurance evidencing the required insurance to FMI. If the exhibitor uses a non-official contractor, it must furnish to FMI a completed application for use of a non-official contractor/display house and evidence of insurance as described in the application for the use of non-official contractor/display house. Upon request, evidence of all risks (subject to standard exclusions), property coverage subject to a replacement cost valuation provision, and a deductible not exceeding \$5,000 must be forwarded. All property of the exhibitor and exhibitor's contractors is understood to remain under its custody and control in transit to, within, and in transit from the confines of the hall.
- 39. ATTENDEE LISTS:** Each exhibitor will receive one copy of the pre-attendee list prior to the event and one copy of the complete attendee list following the event. These lists may be used for a one time pre-show promotion mailing and a one time post-show mailing. The lists must not be forwarded or sold to non-exhibiting organizations for use. No exceptions will be made and misuse of the list will result in removal of this benefit and/or legal action. Use of this list expires on April 15, 2009. Exhibitors are not permitted to use this list after the expiration date. The pre-registration list is for a ONE-TIME USE ONLY, for the purpose of mailing or emailing a single package of marketing or other information and materials, which promote your own products or services in conjunction with RETECH 2009.