

RULES GOVERNING EXHIBITORS

GovEnergy 2009
Providence, Rhode Island
August 9-12, 2009

1. **Management:** MC² is acting as an independent contractor for GovEnergy. The principal purpose of the workshop and tradeshow is to offer attendees the opportunity to examine the latest vendor offerings and to be educated in the most recent services available to the industry. No exhibitor will engage in any activity inconsistent with this principal purpose. The exhibitor will comply with all instructions of the management and of the Rhode Island Convention Center personnel concerning all aspects of the use of exhibit space.

2. **Space Assignment:** Allocation of available space will be made on a first-come, first served basis. Every effort will be made to assign the exhibitor to one of its chosen spaces; however, MC² reserves the right to make the final space assignment or change the space assignment after the acceptance of the application.

3. **Booth Construction and Equipment:** Inline booth Exhibits or Equipment may not exceed 8' high. A Standard Booth is approximately 9' deep by 10' wide, consisting of 8' high draped back wall and 3' high side dividers. The rental price of the booth includes a 7' by 44' inch sign listing the exhibitor's name and booth number. All display fixtures and equipment over 4' in height and within 10 linear feet of an adjoining booth must be confined to the back half of the booth. Any portion of the booth that is unfinished and visible must be draped or suitably decorated at the exhibitor's expense. No exhibitor will block the sightline from the aisle of any adjoining exhibitor.

4. **Positioning of Equipment with Relation to Aisle:** Machines or equipment operated or demonstrated at any time during show hours will be placed so that no portion is closer than 12 inches to an aisle. No obstructions will be placed in any aisle, exit, passageway, lobby or in passageway leading to any fire extinguishing equipment.

5. **Default Occupancy:** Any exhibitor failing to occupy space contracted for is not relieved of its obligation of paying for such space at the full rental price. MC² shall have the right to use such space as it sees fit to eliminate blank space in the exhibit hall, provided such space is not occupied by 3:00 PM on Sunday, August 9, 2009.

6. **Use of Space:** Exhibits will be shown only in the official exhibit area. Booths and exhibiting activities are subject to the requirements and instructions of the Rhode Island Convention Center pertinent to the use of exhibit facilities.

7. **Subleasing or Sharing:** Subleasing or sharing of any space by exhibitors is prohibited.

8. **Installation and Dismantling:** Complete details will be included in the Exhibitor Service Manual. Exhibit booths must be staffed during all open show hours; no exhibitor will be permitted to dismantle prior to the close of the show on Tuesday, August 11, 2009. Any exhibitor violating this regulation may be denied exhibit space in future MC² expositions. Exhibits may be installed beginning August 8, 2009 10:00 AM. All exhibits must be completed by 3:00 PM on Sunday, August 9, 2009 and any exhibit space that is not occupied at that time may be reassigned by MC². Dismantling may begin following the closing of the show and all exhibits must be completely off the floor by 10:00 PM on Tuesday, August 11, 2009.

9. **Exhibit Staff Registration:** Three (3) badges will be provided with each booth "unit" sold (unit defined as 10x10 or 9x10). Exhibitors will pay full registration for any badges required above the 3 badge per unit limit. All advance-registered exhibitors will have a printed Exhibitor Badge available at the Exhibitor Registration Desk located inside the Providence Convention Center. Full registration provides for admission to the exhibit hall for coffee breaks and lunches. Badges must be worn at all times by exhibitors in order to enter the exhibit hall, including set-up times, trade show hours and dismantling. Temporary help and set-up / dismantling personnel must obtain temporary work passes at the Exhibitor Service desk. Badges are not transferable. Names for badges must be received by July 29, 2009. Any name changes after July 29, 2009 must be made onsite during registration hours.

10. **Cancellation of Exhibit Space:** Cancellation of GovEnergy or the exhibits at any time for any reason will not subject MC², GovEnergy or Rhode Island Convention Center to any damages or liability of any kind. In the event of such cancellation, the exhibitor waives any and all damages and agrees that MC² may, after deducting all costs and expenses, including a reserve for claims, refund to the exhibitor its pro-rata amount of all funds paid by all exhibitors, which will constitute complete settlement to the exhibitor.

11. **Exhibitor's Property:** Neither MC², GovEnergy, the Rhode Island Convention Center, or the affiliates and subsidiaries of each, nor the officers, directors, agents and employees of each will be liable for damages, loss or destruction to the exhibitor's exhibits or other property by reason of theft, fire or other casualty, Acts of God, accident or other destructive causes and each exhibitor will lease booth(s) at its sole risk.

12. **Liability:** The exhibitor will be liable for any and all damages to the Rhode Island Convention Center building and facilities and the furniture and fixtures contained therein which will occur through acts or omissions of the exhibitor, its agents, employees or invitees. Neither MC², GovEnergy, The Rhode Island Convention Center nor the affiliates and subsidiaries of each, nor the officers, directors, agents and employees of each, will be responsible for any injury, loss or damage that may occur to the exhibitor, the exhibitor's employees, agents or invitees or the exhibitor's property, however caused.

13. **Insurance:** Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitors obligations under this paragraph.

(A) Comprehensive General Liability with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment and products. (B) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. Comprehensive General Liability and Automotive Liability insurance policies shall name as certificate holder MC², GSA and its subsidiaries. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to MC² and GSA, shall be furnished to MC² sixty (60) days before the first day of the Event. Certified copies of the Certificates of Insurance or policies shall provide that they may not be canceled without 30 days advance written notice to MC².

14. **Certificates of Insurance:** Certificates or other satisfactory evidence of insurance naming MC², GovEnergy and Rhode Island Convention Center as certificate holder for the above insurance coverage's required to be submitted to MC² must be furnished to MC² on or before June 25, 2009 and will provide that there will be no cancellation or modification thereof without at least thirty days prior written notice to MC², GSA and the Rhode Island Convention Center.

15. **Fire, Safety and Health:** The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All exhibit materials and equipment will be reasonably located within the booth and protected by safety guard and devices where necessary. Only fireproof materials will be used in displays and Exhibitor will take all necessary fire precautions.

16. **Floor Load:** The floor load limit is 300 pounds per square foot static weight. An exhibitor who plans to show equipment, the weight of which will exceed the floor load restriction, must position it on suitable wood or stall supports of sufficient size to properly distribute the weight over a required area, such support to be approved. In all cases, the exhibitor should present complete information to the Rhode Island Convention Center sufficiently in advance to enable engineering analysis.

17. **Registration of Visitors:** MC² shall have sole control over admission policy at all times. All persons visiting the Expo session rooms and the exhibit area as well as exhibitor personnel will be required to wear an appropriate badge while in attendance.

18. **Safety Guards and Protection:** All persons attending the exhibits must be properly protected from injury. Any piece of machinery on display that has movable parts must have adequate safeguards to protect the public from injury throughout the exhibit period.

19. **Restrictions:** Exhibitor agrees to obtain all necessary licenses and permits to use music or other copyrighted or protected material in exhibitor's booth or display. Exhibitors may not use audible electronics, mechanical apparatus (including company products or equipment), which may be heard outside the exhibitors assigned space. MC² reserves the right to turn off open sound systems if they are annoying to surrounding exhibitors. All interviews and demonstrations of exhibit materials, including distributing of literature or samples, must be made within the booth area as assigned to the respective exhibitor occupying the space. The canvassing or distribution of advertising matter outside the exhibitor's own space will not be permitted. Additionally, MC² reserves the sole right to limit or cancel exhibit space if such space is used to display material of any nature that is deemed to be inappropriate for MC² convention. This includes, but is not limited to, printed materials, equipment, signs, objects of art, costumes or abbreviated clothing worn by booth personnel. Exhibitors will not schedule, foster or conduct outside activities that would take qualified attendees from the exhibit during exhibit hours. Food products or beverages are not to be distributed in any exhibitor's booth unless the detailed plans and arrangements for such distribution have received prior approval by MC² and Rhode Island Convention Center. Raffles, drawings and contests are not to be conducted unless the detailed plans and arrangements for them have received prior approval from MC². Prize values cannot exceed \$20 each. Exhibitor will comply with all applicable rules, regulations and requirements of the Rhode Island Convention Center, including but not limited to the following: audio or visual recordings, safety regulations and shipment(s) of freight in the building.

20. **Indemnification:** Exhibitor will defend, indemnify and hold harmless MC², GovEnergy and Rhode Island Convention Center and affiliates and subsidiaries of each the officers, directors, agents and employees of each from and against all loss, claims, causes of action, suits, damages, liability, expenses and cost, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by the exhibitor, exhibitor's agents or its employees of these RULES, or of any patent, copyright or trade .

21. **Interpretation and Amendments:** MC² reserves the right to interpret or amend these regulations as is deemed proper to ensure the success of the exhibit and further its educational purposes.

22. **Payment:** Applications must be accompanied by full payment of the exhibit space fee. A fifty percent (50%) refund will be given for any cancellation received prior to May 7, 2009. No refund will be given after May 7, 2009

Show management will strive to locate Exhibitor's by their preference and to provide distance from direct competition. However, Show management reserves the right to make changes in the floor plan and assignment in order to best serve the interests of the show and its collective exhibitors.