

1. Contract

This application, properly executed by Applicant (exhibitor) shall upon written acceptance and notification of booths assigned by the California Independent System Operator Corporation (ISO) constitute a valid and binding contract between exhibitor and American Exposition Services, Inc. (AES).

2. Assignment of space

Booths are available on a first come, first served basis. Booth assignments will be confirmed upon submittal of an application and payment. These actions constitute an acceptance of the exhibitor's request to occupy space. After assignment, space location may not be changed, transferred or canceled by the exhibitor except upon written request and with the subsequent written approval of the ISO. The ISO reserves the right to reassign exhibitor space in order to modify the floor plan for overall benefit of the show.

3. Subletting space

No exhibitor will assign, sublet, or apportion the whole or any part of the space allotted to the exhibitor, nor exhibit therein, nor permit any other person or party to exhibit therein, any other goods, apparatus, etc. not manufactured or distributed by the exhibitor in the regular course of the exhibitor's business except upon prior written consent of the ISO.

4. Exhibit space rental rates

Exhibit space rental includes materials and services described herein. Booth spaces are contracted at \$3,000.00 for standard; \$3,500.00 for premium. Premium booths are located in higher traffic areas. Multiple booths can be purchased by companies seeking to gain greater visibility to attendees. See below for booth package specifications:

Standard: \$3,000

- 1 – 10' x 10' booth space
- 8' high draped back wall and 3' high draped side rails
- 7" x 44" company/booth identification sign
- 1 – 6' draped table
- 2 – contour chairs
- 1 – 5 AMP, 120V electric outlet
- Wireless internet connectivity will be provided for data access (no streaming video permitted)
- Complimentary list of 2018 symposium attendees and their organizations

Premium: \$3,500

- 1 – 10' x 10' booth space
- 8' high draped back wall and 3' high draped side rails
- 7" x 44" company/booth identification sign
- 1 – 6' draped table
- 2 – contour chairs
- 1 – 5 AMP, 120V electric outlet
- Wireless internet connectivity will be provided for data access (no streaming video permitted)
- Complimentary list of 2018 symposium attendees and their organizations

The purchase of each exhibitor booth includes two full complimentary registrations to the stakeholder symposium. Any additional staff persons brought onsite by the exhibitor are required to register at the regular conference registration fee of \$549 on or before August 31, 2018; \$649 after August 31, 2018.

5. Payment requirements and cancellation charges

Check payments must be submitted to ISO by September 21, 2018. The ISO reserves the right, at its option, to reassign to another Exhibitor a forfeited or cancelled exhibit booth. In the event that the ISO determines, at its sole discretion, that its operational needs would prevent a substantial number of ISO personnel from attending all or part of the symposium, or in the event the premises in which the symposium is to be conducted shall become, in the sole discretion of the ISO, unfit for occupancy, or substantially interfered with by reason of any cause or causes not reasonably within the control of ISO, this agreement may be terminated by ISO. For this purpose, the term cause or causes shall include, but not by way of limitation, fire, flood, epidemic, earthquake, explosion or accident, blockage, embargo, inclement weather, governmental restraints, restraints or orders of civil defense, or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labor disturbance, inability to secure sufficient labor, technical, or other personnel, failure, impairment or lack of adequate transportation facilities, inability to obtain, or condemnation, requisition or commandeering of necessary supplies or equipment, local, state or federal law, ordinance, rule, order, decree or regulation, whether legislative, executive, or judicial, and whether constitutional, or act of God. Should the ISO terminate this agreement pursuant to the provision of this paragraph the exhibitor waives any and all claims for damages. Under these circumstances, the ISO will return all fees paid by the exhibitor.

6. Exhibit booth setup and tear down schedule

A representative of the exhibitor must staff the exhibit space during the times noted in the Stakeholder Symposium agenda. Exhibit space must be maintained in a neat and orderly manner throughout the stakeholder symposium. Exhibitors may begin dismantling exhibits only during the hours specified in the Exhibitor Service Kit. Move-out must be completed by the time specified in the Exhibitor Service Kit. Exhibitors are responsible for removal of all materials used in their display. Any exhibitor leaving materials after dismantling their display will be charged for the materials' removal. Failure to observe this rule may result in a \$1,000 (USD) penalty fine and may jeopardize the exhibitor's opportunity to exhibit at future ISO events.

7. Losses or damage

Exhibitor agrees that ISO shall not be liable for any damage or liability of any kind or for any loss, damage or injury to persons or property during the term of this agreement, from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space by Exhibitor or any person thereon with the consent of Exhibitor, and that Exhibitor will defend, indemnify and save harmless, ISO from all liability whatsoever, on account of any such damage, or injury, whether or not caused by negligence of or breach of an obligation by Exhibitor or its employees or representatives. Exhibitor will be liable for all damages, or liability of any kind or for any loss, damage or injury to persons or any property during the show from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space. Neither the ISO nor the facility at which the event will be conducted is responsible for maintaining a security presence or security function during the Symposium, or during the set-up and dismantling of the exhibits.

8. Demonstrations

No demonstrations or solicitations shall be permitted outside of the exhibitor's assigned space, and no signs or placards may be displayed on persons or otherwise outside the exhibit spaces.

9. Compliance

The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, State and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the show is held.