



EXHIBIT SPACE APPLICATION

June 24-27, 2019 • Greater Columbus Convention Center, Hall A • Columbus, Ohio, USA • IEEE-ESMO.com

IMPORTANT INSTRUCTIONS

COMPLETE FORM, SCAN AND EMAIL TO A SALES MANAGER:

Sam Posa
Exhibit Sales Manager
Phone: 800-525-9154
sam.posa@informa.com

Steve Lach
Territory: Midwestern US
Phone: 708-460-5925
steve.lach@informa.com

Matt Wintringham
Territory: Eastern US
Phone: 508-277-8397
matt.wintringham@informa.com

Eric Hughey
Territory: Inside Sales
Phone: 913-341-1300
eric.hughey@informa.com

I. COMPANY INFORMATION

Company Name _____

Exhibiting As _____

Street _____ Suite _____

City _____ State/Province _____

Zip/Postal Code _____ Country _____

Telephone* _____ Fax* _____
Please include city and country codes. Please include city and country codes.

Key Contact Name _____ Title _____

Email _____ Web address _____

Billing Contact Name _____ Billing Contact Email _____

Cell Phone: _____

*By providing your cell number, you are giving Management permission to contact you via text or phone regarding emergency situations and onsite Show updates.

II. INDOOR SPACE REQUIREMENTS AND OPTIONS

EXHIBIT PRICING: \$39.00 per square foot.

Exhibit space must be licensed in 10' x 10' increments. Exhibit licensing includes: 8' high back drapery, 3' high side drapery, 6' x 30" h black skirted table, 2 folding chairs, a wastebasket, ID sign with company name & booth number (inline booths only) and a descriptive listing on the show website.

Desired exhibit size: _____ ft. x _____ ft. = _____ total sq. ft.

Configuration requested: Inline Cross-aisle Island Split-island

Booth Cost: US\$39.00 per sq. ft. _____ x total sq. ft. _____ = \$ _____

Our Space Preferences: 1st: _____ 2nd: _____ 3rd: _____

Products/services to be exhibited: _____

I prefer not to be located near the following companies: _____

Exhibits Plus Option (\$1,160 value)\$895

A great discounted value! Includes:

- Logo stopper on Mobile App and Show Directory
- Your logo included with your listing on www.ieee-esmo.com
- Shared pre-show attendee email promoting exhibits plus exhibitors as featured exhibitors. Includes company logo, 20 word description and booth number
- Post-show attendee mailing list to promote your company

III. OUTDOOR SPACE / DEMONSTRATION OPTIONS

Are you interested in participating in the outdoor exhibit? Yes No

Would you like to apply to participate in the outdoor demonstration? Yes No

Desired exhibit size: _____ ft. x _____ ft. = _____ total sq. ft.

Outdoor Booth Cost:

Tier 1: Outdoor booth only - \$500

Tier 2: Outdoor booth w/ in-booth demonstration (not scheduled) - \$800

Tier 3: Outdoor booth w/ scheduled demonstration (demo must be approved) - \$1200

Tier 3 + Aircraft: Outdoor booth with aircraft/drone demonstration - \$1200

Outdoor exhibitors are required to have indoor space. Outdoor space is limited.

All companies interested in demonstrating their product or services outdoors will be contacted separately for additional information. Once the ESMO technical committee has reviewed, your company will be notified confirming your company or organization participation via email as to whether or not they will be permitted to demonstrate outside.

Booth Cost = \$ _____

Exhibits Plus Cost = \$ _____

Outdoor Booth Cost = \$ _____

TOTAL COST \$ _____

IV. PAYMENT INFORMATION

CREDIT CARD:

Credit card payments must be made online. You will receive detailed instructions and a password along with your invoice via e-mail. Your deposit is due according to the payment schedule under Exhibit Space Terms below. Please contact your sales executive for more information REGULATIONS AND CONDITIONS OF CONTRACT.

Make checks payable to:
ESMO 2019/Informa
24654 Network Place
Chicago, IL 60673-1246

Wire Transfer:
JPMorgan Chase
New York, NY
ABA #021000021
Account #811104744
SWIFT: CHASUS33

Express Mail Address:
JPMorgan Chase
131 S. Dearborn, 6th Fl
Chicago, IL 60603
Attn: Informa 24654

Please include invoice # and customer # on check stub or wire transfer

V. EXHIBIT SPACE TERMS

Produced by **The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE" or "we")**.

By completing and returning this application, the company identified on this form ("you" "Applicant" or "Exhibitor") is applying for exhibit space at ESMO 2019 (the "Show"). Upon written confirmation of acceptance by IEEE and assignment of exhibit space, this application shall become effective and form a binding agreement between you and IEEE. The agreement formed incorporates (i) the terms and conditions set forth on this application form and the Exhibit Space Terms and Conditions attached hereto, (collectively, "Terms and Conditions"); (ii) the terms, conditions, rules, regulations and guidelines set forth in the Exhibitor Services Kit (to be provided to Exhibitor); and (iii) all additional standards, policies and directives ("Policies") published or provided by IEEE relating to the Show (collectively, the "Agreement"). The foregoing shall control in the following order of priority to the extent there is any direct conflict between or among them: first, the Terms and Conditions, second, the Exhibitor Services Kit, and third, the Policies. IEEE reserves the right to reject any application for exhibit space for any reason.

Payment terms:

- 50% must accompany all applications submitted on or before March 31, 2019.
- 100% must accompany all applications submitted on or after April 1, 2019.

IEEE may, at its discretion, release the exhibit space if the deposit(s) are not made in accordance with the payment schedule. Reassignment of exhibit space due to missed or late payment does not relieve Exhibitor of its obligations under this Agreement.

Cancellation and Reduction of Space Policy: Once this form is signed and exhibit space is allocated, you are contracted to exhibit space. Cancellation requests must be in writing, and agreement by IEEE to any request for cancellation of exhibit space/ sponsorships or reduction of space shall be subject to the following fees:

- 1) Cancellations or booth downsizes received on or before March 31, 2019 are subject to a fee equal to 50% of the price.
- 2) The full contract price is due and payable and non-refundable for any cancellations or booth downsizes received on or after April 1, 2019.

CONTRACT ACCEPTANCE

By signing below, Exhibitor agrees to abide by the terms and conditions of this Agreement, and hereby represents and warrants that the undersigned is duly authorized to execute this Agreement on behalf of Exhibitor.

Name (Please Print)

Title

Authorized Signature

Date

IEEE PES 14TH INTERNATIONAL CONFERENCE ON TRANSMISSION & DISTRIBUTION CONSTRUCTION, OPERATIONS & LIVE-LINE MAINTENANCE OPERATING EXHIBIT SPACE TERMS AND CONDITIONS

These Exhibit Space Terms and Conditions supplement the terms and conditions set forth in the exhibit space application "The Application" executed by the "Applicant" or "Exhibitor". If an agency executes an exhibit space application/contract on behalf of a client, then such agency and such client shall be jointly and severally liable for the payment and performance of the obligations of "Exhibitor" hereunder and for any breach of any provision hereof. Terms used herein have the meanings ascribed to them in the "Application" unless otherwise defined herein.

1. PURPOSE AND ARRANGEMENT OF EXHIBITS. Exhibitor agrees that the main purpose of the Show is educational and will conduct it accordingly. The exhibits, together with the technical sessions, are vital elements of this process. The exhibits shall be arranged so as not to obstruct the general view or hide the exhibits of others. Before construction is ordered, plans for specially built displays not in accordance with regulations should be submitted to T&D World Magazine, a division of Informa Business Media, Inc. ("Management"). This Agreement is a license to use exhibit space and not a lease or sublease of real property.

2. CONTRACT. The Application, properly executed by the "Applicant", shall upon written acceptance by The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE") constitute a valid and binding agreement among the parties. The Applicant agrees to be bound by the rules and regulations established herein. This document details the additional terms and conditions under which the Applicant agrees to contract with IEEE and will be strictly enforced by IEEE.

3. TERMS OF PAYMENT. Except as otherwise set forth on the Application, full payment must accompany the Application, and the Application will not be processed without such payment. A completed Application with the required payment and all requested information should be submitted at (add a link to the application).

4. CANCELLATIONS. The Applicant must notify Management in writing of any cancellations. Cancellations are not effective until notice has been received in writing by IEEE and permission to cancel granted by IEEE.

5. REFUNDS. Except as otherwise set forth on the Application, payments are not refundable under any circumstances.

6. VIOLATIONS. The Applicant agrees to observe all policies specified herein and established by Management or IEEE. Violators may not be eligible to obtain certificates for future programs or conferences.

7. INSURANCE. The Applicant is required to obtain general public liability insurance in the amount of one million dollars (\$1,000,000). Such insurance maintained by the Applicant must be issued by an insurance company with an A.M. Best rating of A or higher and shall include coverage of the indemnification obligations of the Applicant herein and in the Exhibit Space Terms and Conditions. Applicant is also required to carry workers compensation insurance protecting employees in accordance with the laws of the state in which the program or conference is being held. Nothing in this paragraph shall limit the amount of liability the Applicant may be responsible for.

8. EXHIBITOR SERVICES KIT. Exhibitor agrees to be bound by the terms, conditions, rules, regulations and guidelines set forth in the Exhibitor Services Kit ("ESK") included herein by reference; provided however, that in the event of a conflict between the ESK and this Exhibit Space Terms and Conditions this Exhibit Space Terms and Conditions shall prevail. This document details the conditions under which Exhibitors agree to participate and will be strictly enforced by IEEE.

9. INSTALLATION AND DISMANTLING OF EXHIBITS. Exhibits must be completely installed and finished prior to Show opening and must remain in place and staffed until the Show closes. Information for installation and dismantling of exhibits will be sent to you in ample time to prepare for these activities.

10. 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 equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays, and the necessary fire precautions will be taken by the exhibitor. Aisles surrounding the Exhibitor's space must be kept clear. Exhibitors are expected to construct booths in such a manner that will accommodate expected attendees within the confines of their licensed exhibit space. Smoking at the Show is forbidden.

11. UNION LABOR. Exhibitor must comply with all union regulations applicable to installing, dismantling, and display of the exhibits.

12. FILM, SOUND DEVICES LIGHTING AND MUSIC. Exhibitors wishing to video on the Show floor must have IEEE's approval in advance of the Show. If video is used, the Exhibitor agrees to comply with union requirements for the operation of the equipment. Exhibitor may take photographs of its displays; however, Exhibitor is not permitted to directly take pictures or make audio recordings of any other display or instruct others to take such pictures or recordings without written permission of IEEE and the Exhibitor whose display is being photographed or recorded. Offenders may have their film/recordings/media confiscated and/or may be removed from the Show floor. Notwithstanding the foregoing, Exhibitor authorizes IEEE and the authorized Show photographer to photograph and/or record all or any part of the Show (including, without limitation, Exhibitor's exhibit space and personnel), and Exhibitor hereby grants IEEE the worldwide, perpetual, royalty free right and license to reproduce, distribute, transmit, publicly perform and publicly display all such photographs and recordings (and any derivative works thereof) in any medium (now existing or hereafter developed).

Audio is permitted if tuned to conversational level (75 decibel maximum) and if not objectionable to neighboring exhibitors. Sound will be checked with a decibel meter. Operating equipment that emits excessive noise must be run before or after exhibit hours for approved demonstrations only. Management and IEEE reserves the right to restrict or prohibit the use of glaring lights, objectionable lighting effects, excessive or bothersome noise, or other effects which are offensive or otherwise distract from the exhibition as a whole.

Exhibitors violating these rules will be given a single official warning. If the violation continues, appropriate action will be taken, which may range from reduction in space selection status to cancellation of contract, forfeiture of payments, and removal from the Show floor. IEEE has sole and complete authority in the interpretation of this policy.

If Exhibitor intends to use copyrighted music in its booth, Exhibitor must obtain music performance rights licenses through ASCAP and/or BMI (and/or any other necessary performing rights associations). IEEE is not responsible for the music used by Exhibitor.

13. SUBLICENSING OF SPACE. Exhibitor shall not assign, sublicense, or permit the whole or any part of its licensed exhibit space, or have representatives, equipment, or materials from any companies other than its own company in the exhibit space without the written consent of IEEE. Only one company shall be considered as the Exhibitor, and no other company is licensed to use the space unless said company or unit is a subsidiary, parent, or affiliate of the Exhibitor.

14. OFFICIAL CONTRACTORS. The official contractor has been designated to perform services for Exhibitors such as the rental of furniture, erection of exhibits, electrical work, plumbing, labor, and cleaning. No Exhibitor or its representative shall contract for such services with other than the said official contractor without the express written consent of IEEE, which for reasons of security, in its sole discretion, can deny such permission. In the event Exhibitor hires subcontractors to perform services for the Show, Exhibitor shall bear all responsibility for paying such subcontractors and shall remain fully responsible and liable for the subcontracted obligations and duties to the same extent as if Exhibitor had fulfilled the obligations and duties itself.

15. EXHIBITOR'S PERSONNEL AND OTHER CONSIDERATIONS. IEEE reserves the right to prohibit an exhibit or part of an exhibit, including promotional materials and graphics, that in its judgment may detract from the character of or may be considered objectionable to the exhibition as a whole. The following guidelines will be strictly enforced:

- Distribution of advertising matter and souvenirs must be confined to Exhibitor's licensed space.
- Balloons are inappropriate and prohibited.
- Exhibitors are prohibited from having live animals (except for service animals) on the exhibit floor, including fish or other tank-confined displays.
- Undignified methods of attracting attention will not be permitted. Booth activities, costumes, or presentations that are undignified, tasteless, racist, or sexist are prohibited.
- Tampering with another exhibitor's booth or equipment will not be tolerated. The offender will be immediately removed from the exhibit floor (at the Exhibitor's own expense) and will be restricted from future participation.
- Prices may not be displayed on equipment or in the booth.

- Professional Dress Code: Models, demonstrators, hosts, hostesses, and other employees and personnel in the exhibit hall must be attired in a businesslike, professional and tasteful manner. The use of costumes is limited to theater presentations only. Failure of an Exhibitor to meet these requirements is grounds for immediate removal of the offending person from the exhibit hall.
- Exhibits must be staffed at all times during Show hours.
- Booths are open to ALL REGISTERED ATTENDEES; registration badge and company ID should match. If any exhibitor does not welcome any properly badged attendee, the booth will be closed. Fellow exhibitors should act courteously and not crowd other companies' booths.
- All booths, regardless of size, must have display material, signs, etc. professionally produced. Any display deemed unprofessional in appearance (at the discretion of IEEE) will not be permitted.
- Exhibitors are prohibited from promoting, advertising, or otherwise displaying information or invitations to seminars, meetings, or events that may be construed by IEEE to be conflicting with or contradictory to the exhibition as a whole.
- Exhibitors agree to obtain IEEE's approval for advertisements and promotions in the vicinity of the convention center and official Show hotels (defined as those hotels with which IEEE has a room block contract and is listed as a "participating hotel"). Vehicles, vans, trailers, or any other vehicles used for advertisement and display may not be parked on the convention center property or any property contiguous to or abutting on the convention center property.
- Canvassing in exhibit halls or distribution of advertising matter or souvenirs by representatives of non-exhibiting firms is strictly forbidden.
- Food and/or beverages may only be supplied by Exhibitors with the prior written consent of IEEE and the convention center.
- Personnel recruiting in any form is not permitted.
- Exhibitors violating these rules will be given a single official warning. If the violation continues, appropriate action will be taken, which may range from reduction in space selection status to cancellation of contract, forfeiture of payments, and removal from the exhibit floor. IEEE has sole and complete authority in the interpretation of these policies.

16. INDEMNIFICATION. The Applicant assumes entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless, IEEE, Management, and their respective employees, subsidiaries, affiliates and agents, against all third party claims, losses and damages to persons or property, governmental charges or fines, and other reasonable expenses, including attorney's fees, arising out of or due to the Applicant's or its employees, subsidiaries, affiliates or agents negligence or willful misconduct. In addition, the Applicant acknowledges that IEEE does not maintain insurance covering the Applicant's property and that it is the responsibility of the Applicant to obtain business interruption and property damage insurance covering such losses sustained through the programs or conferences.

17. LIMITATION OF LIABILITY. The Applicant agrees that IEEE and Management shall not be liable for any damage or injury to persons or property during the term of the program or conference, from any cause whatsoever, and that the Applicant will indemnify and hold harmless IEEE and Management from all liability whatsoever, on account of such damage, or injury, whether or not caused by negligence or breach of an obligation by the Applicant or its employees or representatives. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES, OR THE SERVICES PERFORMED THEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. CONVENTION CENTER AND HOTEL PUBLIC SPACE. IEEE maintains control of all space in the convention center and official Show hotels. Exhibitor agrees to comply with Show guidelines for use of any meeting rooms, hospitality suites, and/or function space. Hotel rooms and suites at the official Show hotels shall be cancelled immediately upon notification of cancellation of exhibit/meeting space at the Show. The participating hotels have contractually agreed to, and are bound by, this provision. There are no exceptions to this cancellation rule.

19. UNOCCUPIED SPACE. IEEE reserves the right, should any Exhibitor's licensed space remain unoccupied on the opening day, or should any space be forfeited due to the failure to make proper payment, to license said space to any other exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in its invoice for the licensed space under the terms of this Agreement.

20. ASSIGNMENT OF EXHIBIT SPACE. IEEE shall assign the exhibit space to the Exhibitor for the period of the Show in priority order based on the Show priority rules and/or receipt of application/contract. Such assignment is made for the period of this Show only and does not imply that the same or similar space be held or offered for future shows. Every effort will be made to respect the Exhibitor's space choices whenever possible, but IEEE's decision will be final. IEEE reserves the right to transfer assignments when such action is deemed to be in the best interest of the Show. IEEE reserves the right to withdraw its acceptance of Exhibitor's application/contract if it determines in its sole discretion that the Exhibitor is not eligible to participate in the Show or the Exhibitor's product or service is not eligible to be displayed in the Show; provided, however, that Management on behalf of IEEE will refund to the Exhibitor any fees paid by Exhibitor.

21. PUBLICITY. IEEE may use Exhibitor's name and any non-confidential materials provided by Exhibitor on the Show website and for internal and trade purposes, but only for the purposes of promoting the Show.

22. CONFIDENTIAL INFORMATION. Any information collected, compiled, analyzed, produced or otherwise obtained or stored in the course of performance of this Application shall be treated as confidential. The Applicant shall not disclose any such confidential information to any third party without first obtaining written consent from IEEE, and shall ensure that all of the Applicant's subcontractors comply with this obligation. Confidential information and any and all copies and reproductions thereof shall, upon the expiration or termination of this Application for any reason or within fifteen (15) days of written request by IEEE, be promptly returned to it, or in the alternative, destroyed upon IEEE's written request.

23. INDEPENDENT CONTRACTOR. All work performed by the Applicant in connection with the services described herein, is to be performed by the Applicant as an independent contractor and not as agent of the IEEE.

24. ATTENDEE LIST. Subsequent to the program or conference, Applicant shall send to IEEE a list of names and addresses of the registrants. IEEE explicitly agrees that it will use the list only for post-conference follow-up with the registrants in connection with the Application, and will not give a copy to any other person or entity or permit any such person to use the list for any purpose whatsoever.

25. COMPLIANCE WITH ALL LAWS. Applicant shall abide by and observe all laws, regulations and ordinances of any applicable government authority. The Applicant is required by the applicable state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on it.

26. NON-DISCRIMINATION. IEEE is committed to the principle that all persons shall have equal access to programs, facilities, services, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the IEEE's policy and/or applicable laws.

IEEE prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. IEEE expects that its partners, contractors, affiliates and clients shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and wherever those individuals are conducting business with IEEE or participating in IEEE's events or activities.

27. MISCELLANEOUS. The construction, interpretation and performance of this Application shall be governed by the laws of the State of New York. Unless termination of this Application has been declared, you shall be under the obligation to continue to perform your obligations under this Application while the parties seek to resolve any dispute. Except for matters in which injunctive relief is sought, any controversy or claim arising out of or relating to this Application or the breach thereof may be submitted to non-binding mediation, the terms and conditions of which shall be mutually agreed to by the parties. No waiver of any term or condition of this Application by either party shall be deemed to imply or constitute a further waiver of the same term or condition or any other term or condition of this Application.

28. AMENDMENTS. All matters and questions not covered by this Application are subject to the decisions of IEEE. This Application may be amended at any time by IEEE upon prior written notice, and all amendments that may be so made shall be equally binding on Applicant and IEEE as by the original regulations.