

Southeastern Electric Exchange

Annual Conference & Tradeshow

June 24-26, 2020 ~ Grapevine, TX ~ Gaylord Texan Resort

Exhibition Rules and Regulations

OFFER AND ACCEPTANCE: Exhibitor's submission of the **2020 Booth Reservation form**, with or without a deposit, shall constitute an offer from Exhibitor to enter into such Agreement with Southeastern Electric Exchange. Such offer can only be accepted by Southeastern Electric Exchange signing such Agreement. After signing, Southeastern Electric Exchange will send to Exhibitor a fully signed copy of the one-page Agreement document, which sending shall constitute Southeastern Electric Exchange's acceptance and cause the Agreement as a whole to become effective.

ARRANGEMENT OF EXHIBITS: Exhibits and related display materials shall be arranged in such a manner so as to not obstruct the sightlines of other exhibitors. Plans for specially-built displays not in accordance with these Exhibition Rules and Regulations set forth in this Exhibitor Service Kit must be submitted to the Southeastern Electric Exchange 30 days prior to the scheduled show. Southeastern Electric Exchange will review plans that deviate from specifications and reserve the right to prohibit any exhibit or part of any exhibit that obstructs the sightlines of other exhibitors or creates any other visual or physical obstruction. Additionally, the following must be complied with during the exhibition in accordance to the [IAEE Guidelines for Display Rules & Regulations](#) (2019 Update).

- **Linear Booth:** Arranged in a straight line and have neighboring exhibitors on the immediate right and/or left, leaving only one side exposed to the aisle. The booth, including signs, to be constructed to be 10ft wide by 10ft deep with a maximum wall height of 8ft. So as to not obstruct sight lines of neighboring exhibitors, the maximum 8ft height is only allowed in the rear half of the booth (back 5ft), with a 4ft height restriction required on all materials in the remaining space forward (front 5ft).
- **Corner Booth:** Same as Linear Booth, except at the end of a series of in-line booths with exposure to intersecting aisles on two sides.
- **End-cap Booth:** An End-cap Booth is exposed to aisles on three sides and is comprised of two booths. The booth, including signs, to be constructed to be 20ft wide by 10ft deep. A maximum wall height of 8ft is permitted in the rear half of the booth only and within 5ft of the two side aisles, with a 4ft height restriction required on all materials in the remaining space forward to the aisle.

OTHER REQUIREMENTS:

EXHIBITION FREIGHT & MATERIALS: Alliance Nationwide Exhibition will provide general convention and freight handling services for the Tradeshow. Exhibit material/packages/shipments cannot be received at the hotel unless deliveries are made on move-in days; otherwise, deliveries will be returned to the shipper at the exhibiting company's expense. Please refer to the shipping instructions in the contractor's service kit. Exhibit material left in the hotel after the contracted move-out time, or damaged exhibits left behind, will be removed by the official service contractor at the expense of the individual exhibiting company. Any materials left after the official service contractor's departure will be discarded.

UNSIGHTLY BOOTHS: Any unsightly booths must be masked off by the exhibitor. Whether or not booths are unsightly will be determined by Southeastern Electric Exchange, in its sole discretion.

AISLES: All aisles must be clear of exhibits. Interviews, demonstrations and distribution of literature must be made inside Exhibitor's booth.

BOOTH NUMBER: A booth number must appear on all specially built back walls. No signs are allowed above the permissible maximum back wall height.

INSTALLATION: All Exhibitor displays must be completely installed within the time designated for the Exhibitor set-up.

SOLICITING: Exhibitor is prohibited from distributing literature, souvenirs, or other items from outside the boundaries of Exhibitor's booth, unless Exhibitor has obtained Southeastern Electric Exchange's prior written approval. This prohibition includes canvassing other exhibits, before, after, or during Show hours. Canvassing in exhibit halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid exhibitor is strictly forbidden. Exhibitor is prohibited from taking photographs of other exhibits or other aspects of the show, without Southeastern Electric Exchange's prior written approval. Exhibitors may photograph only their own booth(s).

EXHIBITOR PERSONNEL: and other Technical specialists, qualified to discuss engineering details of their products, must man booths. Southeastern Electric Exchange reserves the right to prohibit an exhibit or part of an exhibit, which in Southeastern Electric Exchange's sole discretion may detract from the character, or nature of the Exhibition.

LABOR: Rules and regulations for union labor are made by the local union and the regulations may be changed at any time. Where union labor is required because of building or contractor requirements, it will be necessary for the exhibitor to comply with the regulations.

FOOD & BEVERAGE: Due to liability and legal restrictions, no outside food or beverages of any kind may be brought into the hotel by the customer, guests, exhibitors or other suppliers.

ELECTRICAL: There is an additional charge for all electrical services in the exhibit space. Please carefully review the pricing list and order forms provided in the Exhibitor Kit for the 2020 Trade Show.

MATERIALS: Hazardous and/or flammable materials are not permitted in the exhibit space.

ELEVATORS/ESCALATORS: Exhibitors are prohibited from utilizing the hotel's passenger elevators and/or escalators for transporting equipment or materials.

LIABILITY ~ HOST HOTEL (Gaylord Texan): Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Hotel, its owners or managers which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless the Hotel, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates from any damages or charges resulting from or arising from or out of the Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of Exhibitor's occupancy and/or use of the exhibition premises, the Hotel or any part thereof. The Exhibitor understands that the Hotel does not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain such insurance.

MOVING PICTURES, SOUND DEVICES AND LIGHTING: If moving pictures are used, the exhibitor agrees to comply with union requirements for the operation of the equipment. Sound movies will be permitted if tuned to conversational level and if not objectionable to neighboring exhibitors. Southeastern Electric Exchange reserves the right to restrict the use of glaring lights or objectionable lighting effects. Audio and/or videotaping outside your designated booth space are strictly prohibited.

REMEDIES: If Exhibitor fails to make any payment or otherwise breaches any provision of the Agreement and fails to cure within a reasonable time (as defined in the next sentence) after Exhibitor has received written notice from Southeastern Electric Exchange specifying the breach, Southeastern Electric Exchange shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) evict Exhibitor from any or all of the space being rented by Exhibitor; (iii) have any of the Agreement's violated provisions specifically enforced; and (iv) exercise any other remedy available by rule of law. By "reasonable time" is meant: (i) immediately, in the case of any breach occurring during the Exhibition, (ii) 24 hours, in the case of any failed payment; and (iii) five (5) days, in the case of any other breach. In addition, Southeastern Electric Exchange may keep any and all monies received from Exhibitor as liquidated damages, it being understood that S.E.E.'s losses and damages from Exhibitor's breach of the Agreement are difficult to ascertain and that the agreed liquidated damages are not intended as a penalty. Upon cancellation of the Agreement, Southeastern Electric Exchange may (without prejudice to any other available remedy) rent Exhibitor's space to another exhibitor, or use such space in any other manner, as Southeastern Electric Exchange deems necessary, in its sole discretion, without any obligation to Exhibitor.

UNOCCUPIED SPACE: If any of Exhibitors space remains unoccupied on opening day, Exhibitor shall be deemed to have abandoned such space. Thereafter, Southeastern Electric Exchange shall have the right to rent such space to any other exhibitor, or use such space in any other manner, as Southeastern Electric Exchange deems necessary, in its sole discretion, without any obligations to Exhibitor. This section shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in the Agreement for space rental.

LIABILITY: Neither Southeastern Electric Exchange nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Exhibitor or to Exhibitor's employees, invitees, licensees, or guests, or Exhibitor's property, from any cause whatsoever. Under no circumstances shall Southeastern Electric Exchange or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Exhibitor acknowledges that the risk allocations of this section are reasonable based on the understanding that Exhibitor shall obtain, as its own expense, adequate insurance against any such injury, loss or damage. Southeastern Electric Exchange shall not be liable for failure to perform its obligations under the Agreement as a result strikes, riots, acts of God, or any other cause of beyond its control. Anyone visiting, viewing, or otherwise participating in Exhibitor's booth or exhibit is deemed to be the invitee, licensee, or guest of Exhibitor, and not the invitee, licensee, or guest of Southeastern Electric Exchange. Exhibitor assumes full responsibility to defend, indemnify, and hold Southeastern Electric Exchange, and its respective privies, harmless from and against claims resulting directly or indirectly from the actions or omissions of Exhibitor and/or Exhibitor's agents, employees, independent contractors, or representatives, whether within or without the scope of authority. There is no other agreement or warranty between Exhibitor and Southeastern Electric Exchange except as set forth in this document. The rights of Southeastern Electric Exchange under the Agreement shall not be deemed waived except through writing signed by an authorized officer of Southeastern Electric Exchange.

INSURANCE: For the term of the Agreement, Exhibitor shall at all times maintain insurance sufficient to cover the liabilities of Exhibitor under the Agreement. The amount and scope of such insurance shall be reasonably satisfactory to Southeastern Electric Exchange. Such insurance shall also provide coverage for Exhibitor's contractual obligations. Such insurance shall also provide coverage for Exhibitor's contractual obligations to defend, indemnify, and hold harmless, as stated in the Agreement. Southeastern Electric Exchange shall be added as an additional insured to such insurance. Exhibitor's insurer shall confirm to Southeastern Electric Exchange that such insurance cannot be canceled or changed without thirty (30) days prior written notice to Southeastern Electric Exchange. Exhibitor agrees to provide Southeastern Electric Exchange a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Exhibition.

FORCE MAJEURE: In case the Exhibition hall is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for Southeastern Electric Exchange to permit Exhibitor to occupy the assigned space during any or the whole of the period covered by the Show, then during such circumstances Southeastern Electric Exchange, the building management, and their respective privies will be released and discharged from the obligation to supply space, and Exhibitor will be reimbursed a proportionate share of the booth rental previously received by Southeastern Electric Exchange from Exhibitor.

JURISDICTION AND ATTORNEY FEES: Should any legal action be commenced to resolve any dispute under the Agreement: (i) Exhibitor hereby consents to venue and jurisdiction in the federal or state courts located in Atlanta, Georgia (headquarters of Southeastern Electric Exchange), and agrees that no such action may be brought in a forum not located in Atlanta, Georgia.

TAXES AND LICENSES: Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, state, or national law applicable to Exhibitor's activity at the show. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, licenses fees, or other charges that may become due to any governmental authority concerning Exhibitor's activities at the Exhibition.

CANCELLATIONS: In the event that Exhibitor wishes to cancel its allotted exhibit space, Exhibitor may request and Southeastern Electric Exchange may grant such cancellation, but only with the following understandings: First, all cancellations must be requested in writing and addressed to Southeastern Electric Exchange at the address below. Second, Southeastern Electric Exchange is not required to refund any portion of monies previously paid by Exhibitor unless the Booth is able to be sold at full price to another potential company. Southeastern Electric Exchange assumes no responsibility for having included the name of Exhibitor in the Exhibition catalog, brochure, news releases, or other materials.

PAYMENT: Full payment of booth rental must accompany application, unless otherwise stated by Southeastern Electric Exchange.

OTHER MATTERS: The Exhibition is owned and managed by Southeastern Electric Exchange whose main office is at 2970 Peachtree Road, NW, Suite 750, Atlanta, Georgia 30305 USA. All matters not expressly covered in the Agreement are subject to the reasonable decision of the Southeastern Electric Exchange.