

Nashville Music City Center | Nashville, TN | March 6-8, 2023

EXPO DESCRIPTION: This exposition is an electric utility trade show for electric cooperative network management, engineering & operations, information services & technology, and purchasing management employees. Exhibiting companies supply maintenance products and services, operations, utility construction and other products and services that electric cooperative employees would use or market to their members. A complete list of featured products and services may be found in the Exhibitor Prospectus and at www.techadvantage.org



Fed Tax ID: 53-0116145 501(6)
Non-Profit Corporation
Phone: 718-578-4658

IMPORTANT INSTRUCTIONS

1. Type or print clearly
2. Complete all sections
3. Mail application with payment to:
NRECA TechAdvantage[®] 2023 Expo
164-24 97th Street
Howard Beach, NY 11414

COMPANY INFORMATION ("EXHIBITOR")

ALL CORRESPONDANCE WILL BE SENT TO:

TRADE SHOW CONTACT NAME _____
TITLE _____
E-MAIL _____
COMPANY NAME _____
STREET ADDRESS _____
CITY _____
COMPANY WEB SITE _____
PHONE _____ FAX _____

Associate Member Level

- Platinum
- Gold
- Silver

Company Information ("Exhibitor")

ARE YOU PLANNING ON DISPLAYING A LARGE PIECE OF EQUIPMENT AND/OR A VEHICLE?

- Large piece of equipment
- Vehicle

Space Requirements

MINIMUM BOOTH SIZE: 10' X 10' = 100 SQ. FT. COST PER SQ. FT.: \$35.00

Desired booth size _____ ft. depth by _____ ft. frontage = _____ sq. ft.
_____ total sq. ft. x \$35.00 = \$ _____ (total space cost)

Exhibit space preferences are 1st _____ 2nd _____ 3rd _____ 4th _____

Exhibit space configuration requested

- Standard
- Perimeter
- Peninsula/Split Island
- Island

Acceptance as a Binding Contract for Exhibiting Company

READ THE TERMS AND CONDITIONS ON THE BACK OF THIS APPLICATION.

Exhibitor agrees to abide by all of the Terms and Conditions governing the Expo as stated on the back of this application.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Payment

PAYMENT MUST ACCOMPANY APPLICATION. READ #1 ON BACK FOR PAYMENT DETAILS

Booth rental \$10,500 or less must pay in full in one payment.

- Check is enclosed
- Invoice us

CREDIT CARD PAYMENT

CHARGE \$ _____ to credit card: AMEX Discover MasterCard Visa

CARD NUMBER _____

CUSTOMER CODE (3 or 4 digit code on back of card) _____ EXPIRATION DATE _____

NAME ON CARD _____ AUTHORIZED SIGNATURE _____

TERMS AND CONDITIONS National Rural Electric Cooperative Association ("NRECA") sponsors the TechAdvantage® 2023 Expo ("Expo"). Exhibitor shall comply with the terms and conditions stated herein, in addition to the terms and conditions set forth in the Exhibitor Services Manual ("Manual"), as amended from time to time, and any other communications sent to Exhibitor by NRECA or on NRECA's behalf, as referenced and incorporated herein ("Agreement"). NRECA has retained Kenworthy Management to act as show management ("Management") for the Expo. All payments should be directed to NRECA at the address set forth in the Application, unless otherwise directed by NRECA. 1) **PAYMENT:** Agreements shall not be processed or assigned its Exhibit Space ("Space") without the required payment. #1 Expo Exhibitors, who reserve Space for the 2023 Expo, totaling more than \$10,500 in Space fees, must pay a 50% deposit of the total fees due on or before June 15, 2022. Space selected shall not be held after June 15, 2022 without the required deposit. The remaining balance shall be due on or before Nov. 1, 2022. #2 Agreements for Space, totaling more than \$10,500 Space fees, submitted on or before August 1, 2022, must be accompanied by a minimum deposit of 50% of the total fees due, with the remaining balance being due on or before November 1, 2022. #3 Agreements submitted after August 1, 2022 must be accompanied by payment in full. #4 Agreements submitted, that total less than \$10,500 in Space fees, regardless of the date the Agreement was made, must submit payment in full. Any Space (less than \$10,500 in space fee) that has not been paid for in full by August 1, 2022 may be reassigned or cancelled without refund of deposit. #5 Members of NRECA that receive discounted Space based upon their membership level, that later change their membership level, will be required to pay the difference owed within thirty (30) calendar days of the membership change. Should a membership change require a partial refund, the refund will be sent within sixty (60) days after NRECA receives the membership dues for the new level. 2) **REFUND POLICY:** Termination of this Agreement by Exhibitor on or before August 1, 2022, may receive a refund equal to 50% of the amount paid for the contracted Space. Termination of this Agreement by Exhibitor after August 1, 2022, regardless of the date the Agreement was made, or whether the Space is resold, shall receive no refund of any monies paid to NRECA for the Expo. Expo payments cannot be transferred to other NRECA activities, future exhibitions, events, membership dues, advertising or product/services purchases, without NRECA's written sole consent and in NRECA's sole discretion. All requests to terminate this Agreement must be made in writing to NRECA/TechAdvantage Expo. Termination requests may be delivered via e-mail, fax, or courier mail by COB of August 1, 2022. 3) **SPACE REDUCTION PENALTY:** Exhibitor may request Space reduction, which may result in the need to relocate Exhibitor to an available booth that meets the requested size reduction of Space. NRECA cannot guarantee Exhibitor location of booth at reduced Space. Space reductions will be granted. At any time prior to the commencement of the Expo, Exhibitors that reserve a Space larger than 200 sq. ft., and later reduce the Space size will pay an administrative fee equal to 10% of the cost of the original Space, in addition to the full rental fee, of the reduced Space. If relocation is not possible and sellable Space is lost due to the Space reduction, the Exhibitor shall pay for the full cost of the lost sellable Space, in addition to the 10% administrative fee, and the full rental fee of the reduced Space. 4) **EXPO DATES, HOURS, & FORMAT:** Expo dates, hours, and format may change from those stated herein, or in the Exhibitor Prospectus. Final show dates, hours, and format will be published in the Exhibitor Services Manual that is available for download at www.cooperative.com/TechAdvantage. 5) **TERMINATION OF AGREEMENT BY NRECA & REDUCTION OF EXPO LENGTH:** Should Exhibitor not comply with the terms and conditions of this Agreement, NRECA may terminate this Agreement, without notice, and Exhibitor shall not be entitled to any refund of Space fees paid previously paid to NRECA for this Expo. Additionally, NRECA may terminate this Agreement, for convenience, without notice. Should NRECA terminate this Agreement for convenience, NRECA shall refund Exhibitor any monies previously paid for Space for this Expo. Refund of said monies shall be Exhibitor's sole remedy with respect to NRECA terminating this Agreement for convenience. Furthermore, the parties agree that, if the length of the Expo is reduced for any reason at any time, no refunds of any kind will be made to the Exhibitor. 6) **RIGHT TO REFUSE RENTAL SPACE:** NRECA reserves the right to refuse rental space to any Exhibitor, at any time. 7) **SPACE SELECTION /ASSIGNMENTS:** NRECA will consider Exhibitor's preference in Space location, as designated herein; however, NRECA makes no guarantee such request will be honored. Initial Space assignments will be made during the current year's Expo for the following year's Expo. Space selection priority is given to Exhibitors based on the Priority Points earned in the current year's Expo. After the Expo, there is a time period where current year Exhibitors may select from available Space. After this time period is over, the remaining Space is then marketed to NRECA's prospect list, and Space is assigned in the order that Agreements are received. Notwithstanding the foregoing, NRECA reserves the right, in its sole discretion, to make the final determination of all Space assignments, in the best interest of the Expo. NRECA further reserves the right to relocate any Exhibitor from their initially assigned Space. If it is necessary to relocate an Exhibitor from their initially assigned Space and the Exhibitor finds the new Space to be unacceptable, the Exhibitor may terminate their Agreement and receive a full refund of any money previously paid to NRECA for this Expo; provided that the Exhibitor informs NRECA in writing of their intent to terminate this Agreement, within five (5) business days of being informed of their relocation assignment. This shall be Exhibitor's sole remedy. An Exhibitor, who requests to relocate, and after relocation decides, that they do not like the new location or surrounding exhibitors, may terminate this Agreement, with no refund of any money previously paid to NRECA for this Expo. Additionally, Exhibitor shall not receive any form of compensation should a neighboring exhibitor not meet Exhibitor's preference. 8) **SUBLETTING SPACE:** No Exhibitor shall assign, sublet, or share the Space allotted with another business or firm, unless approval has been obtained in writing from NRECA, at least five (5) business days prior to the Expo commencing. Exhibitors must show only goods manufactured by or for them in the regular course of business. Identification of an article or piece of equipment not manufactured by the Exhibitor, but required for operation or demonstration in Exhibitor's booth, shall be limited to the usual and regular name plate, imprint, or trademark under which same is sold in the general course of business. Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting, or soliciting within the expo facility. Security will escort persons engaging in unauthorized activities from the expo facility and NRECA shall have no liability with respect to the actions taken by security. If NRECA deems, in its sole discretion, that Exhibitor has misrepresented their product(s) and/or service(s) or finds other person(s) soliciting on behalf of Exhibitor, the Exhibitor and/or solicitor will be evicted from the expo facility, at no liability to NRECA. Should Exhibitor be evicted, NRECA's general contractor, at the expense of the Exhibitor, will pack and ship the Exhibitor's display and materials. Should Exhibitor be evicted, no refund of any kind shall be made. Furthermore, Exhibitor shall defend, indemnify and hold NRECA harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against NRECA, its officers, directors, agents employees, or subcontractors, arising from or related to Exhibitor and/or solicitor being evicted from the expo facility. 9) **EXHIBIT FLOOR CONDUCT:** The conduct stated in this Section shall supersede, where in conflict, any and all expo facility, exhibit floor, rules and regulations, as found in the Manual. #1 No displays shall be permitted which interferes with the use, or impedes access of other exhibitors space, or free use of the aisle ways. Exhibitor's personnel, including demonstrators, are required to confine their activities within the contracted space. #2 Giveaways are permitted and shall be the sole responsibility of Exhibitor; however, prizes shall not be announced over the public address system in the expo facility. #3 Space rented in the expo facility is the only location Exhibitor may use to display their products and/or services, without the prior written consent of NRECA. Additionally, Space rented in the expo facility is the only location Exhibitor may distribute their literature and/or other materials, without the prior written consent of NRECA. Display or distribution is prohibited in all other venues being used by NRECA, including hotels, where Expo attendees are lodged. #4 Alcoholic beverages may not be sold but can be given away within the Exhibitor space. #5 popcorn and nuts with shells may not be sold or given away (refer to Manual for the complete policy concerning food giveaways). #6 Audio and video presentations (Exhibitor-produced CDs, slides, video) will be permitted if tuned to conversational levels at 85dB and not objectionable to neighboring exhibitors. Equipment noises, microphone, music, and portable speaker systems at sound levels that diminish other exhibitor's ability to transact business is strictly prohibited. Notwithstanding the foregoing, NRECA at any time throughout the EXPO may suspend Exhibitor's right to use any audio and video presentations, or may ask Exhibitor to adjust the volume level of the same. #7 NRECA reserves the right to restrict the use of glaring lights or objectionable light effects. #8 The exterior of any display cabinet or structure facing an adjacent exhibitor's booth must be finished or suitably decorated at the expense of Exhibitor erecting or installing such a display and must not include corporate or product identity which would detract from the adjacent space. NRECA's, the general contractor, at the expense of Exhibitor, will decorate any unfinished cabinets or structures not in compliance within one (1) hour of the end of move in time. #9 All Exhibitor personnel shall be dressed in business casual attire or Exhibitor work uniform, while on the Exhibit Floor. 10) **CONSTRUCTION GUIDELINES:** Exhibitor must strictly follow all construction guidelines as found in the Manual. Additionally, Exhibitor represents and warrants that its display will be accessible to the full extent required applicable rules, ordinances, regulations, and laws, including, but not limited to the Americans with Disabilities Act (ADA). Exhibitor consents to the inspection and approval of their display by a structural engineer, as required by NRECA, the expo facility, or any rule, ordinance, regulation, or law, and shall bear any and all costs associated with such inspection. Absolutely, nothing can be posted, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other properties of the expo facility. 11) **SPACE MUST BE COVERED (by carpet or floor):** At the expense of the Exhibitor, NRECA's general contractor, will carpet booths not covered within (4) hours prior to opening of the show or show management will have carpet installed at the exhibitor's expense. 12) **DISPLAYS IN SPACE:** Only fireproof materials may be used in Space. Exhibitor must have Certificate of Flame Retardancy. All display materials and equipment must be located within the booth and protected by any necessary safety guards and/or devices, to prevent personal injury. Vehicles with gasoline engines may be displayed only if the following conditions are met: Fire watch is required for all covered units over 300 ft. #1 all battery cables must be disconnected and taped to avoid potential sparks; #2 a locking gas cap must be installed or the tank must be adequately sealed by tape; #3 gas tanks must contain no more gasoline than is required to bring the vehicle into and out of the expo facility; #4 a drip pan must be placed under the vehicles drive train; #5 refueling is prohibited in the expo facility; #6 vehicles may not be moved during Expo hours; and, #7 in addition, to be in compliance with rules, ordinances, regulations, and laws, the vehicle must be in compliance with any applicable policies of the expo facility. 13) **DAMAGES TO THE EXPO FACILITY:** Exhibitor is strictly liable for any and all damages caused to the expo facility, by Exhibitor, Exhibitor's personnel, or Exhibitor's subcontractors. 14) **HELIUM FILLED BALLOONS AND GASES:** Helium filled balloons are not permitted in the expo facility. Additionally, the use of liquid petroleum and gases is strictly prohibited, and no helium or propane tanks full or empty are allowed in the expo facility. 15) **FIREARMS:** Firearms are prohibited in the expo facility. The only exception is law enforcement officials. 16) **NAME BADGES:** All Exhibitor personnel is required to obtain a name badge. Pre-registration information may be found in the Manual. On-site registration will be available. Exhibitors shall receive two (2) name badges for every one hundred (100) square feet of Space contracted and paid for. Additional, name badges may be purchased from NRECA for one hundred (\$100) dollars. Exhibitor name badges grant Exhibitor and Exhibitor's personnel access to the Exhibit Floor; access to the TechAdvantage conference sessions (except pre-conference workshops), may be purchased at any additional cost to Exhibitor or Exhibitor's personnel. Notwithstanding the foregoing, NRECA may limit the number of Exhibitor's personnel who may register. No one under the age of 18 shall be allowed on the Exhibit Floor, during move in or move out. 17) **MOVE IN AND MOVE OUT GUIDELINES AND TIMES:** Exhibitor and Exhibitor's personnel must have appropriate work order and official service badges to be on the Exhibit Floor during move in and move out times. If Exhibitor is using a company other than NRECA's general contractor, Exhibitor must advise them to check-in at the Exhibitor Service Center upon their arrival. Copies of all job orders and insurance forms must be presented at that time for Management's review and files, to qualify for access to the Exhibit Floor. Upon verification, official service badges allowing access to the expo facility, during service hours only, will be issued. Move in and move out times are contingent upon Space location. Exhibitor may contact NRECA for specific move in and move out time. If additional move in or out time is needed, NRECA will do its best to accommodate such request, but cannot guarantee such request will be honored. All deliveries and maintenance work must be completed prior to the Expo opening each day. The staff at exhibitor registration must clear admission for all outside maintenance, service, and/or delivery personnel. 18) **REMOVAL OF DISPLAY OR ITEMS:** Exhibitor may not remove any display materials, merchandise, or miscellaneous materials from the Exhibit Floor during Expo hours, without the prior consent of NRECA. 19) **STORAGE OF ALL EMPTY PACKING CONTAINERS:** For convenience, there will be blank "EMPTY" stickers provided at the Exhibitor Service Center. NRECA shall not provide any locked storage facilities. Exhibitor assumes all risk with respect to any materials, merchandise, or the like, in their Space, at all times. 20) **EXHIBITOR'S DISPLAY:** Exhibitor's Space must be fully staffed and operational during the entire Expo dates and times. Additionally, Exhibitor is strictly prohibited from dismantling or packing up their display or other materials in their Space, in preparation for removal, prior to the official closing time of the Expo. 21) **EXHIBITOR SHALL NOT BE PERMITTED TO SELL, SHARE OR LEASE EXHIBIT ATTENDEE LISTS WITH ANY THIRD PARTIES WHATSOEVER:** Any and all sales, involving the exchange of currency, credit cards, checks, money orders, or bartering of goods is strictly prohibited on the Exhibit Floor. Expo attendees may only place orders for merchandise for future delivery and invoicing to attendees' place of business or home. 22) **UNION LABOR AND OTHER CONTRACTS:** Exhibitor shall acknowledge and comply with all contracts in effect between the TechAdvantage show service contractors and the expo facility. 23) **ALL EXHIBITOR DISPLAYS OR MATERIALS LEFT IN THE BOOTHS AFTER THE EXPO WITHOUT INSTRUCTIONS WILL BE PACKED AND SHIPPED OR DISCARDED AT THE SOLE DISCRETION OF NRECA AND ALL CHARGES WILL BE AT THE EXHIBITOR'S EXPENSE.** 24) **GENERAL INDEMNITY:** Exhibitor agrees to indemnify, defend, and hold NRECA and Management's, officers, directors, agents, employees, and subcontractors; and, expo facility (each, an "Indemnitee" and collectively, the "Indemnitees") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Exhibitor, its officers, directors, agents, employees, or subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) a violation of federal, state, local, international, or other laws, rules, ordinances, or regulations; (b) sexual discrimination or harassment based upon any protected characteristic; (c) bodily injury (including death) or damage to tangible personal or real property; or, (d) breaches of any representations made under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of NRECA or Management's officers, directors, agents, subcontractors, or employees; or, expo facility. 25) **EXHIBITOR AND EXHIBITOR'S SUBCONTRACTORS SHALL, AT THEIR SOLE COST AND EXPENSE, PROCURE AND MAINTAIN THROUGH THE TERM OF THIS AGREEMENT, THE FOLLOWING INSURANCE:** #1 Commercial General Liability Insurance against claims for bodily injury or death and property damage, as well as personal 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 not less than \$1,000,000 per claim per occurrence, with NRECA and their employees and agents, named as additional insureds. #2 Worker's Compensation and Occupational Disease Insurance in full compliance with all federal and state laws and covering all exhibitor's employees engaged in the performance of any work for exhibitor with limits not less than \$100,000 for each accident for bodily injury by accident, \$100,000 for each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease. #3 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 Expo is being held. #4 Exhibitor shall obtain and furnish to NRECA by January 3, 2022, a Certificate of Insurance evidencing the required insurance. 26) **NO ANIMALS.** No animals are allowed in the expo facility. Notwithstanding the foregoing, certified guide, signal, or service animals are permissible. 27) **EXHIBITORS ARE NOT PERMITTED TO HOLD EVENTS OR INDIVIDUAL APPOINTMENTS WITH EXPO ATTENDEES THAT CONFLICT WITH EVENTS SCHEDULED BY NRECA.** 28) **EVERY EFFORT IS MADE TO ENSURE THE ACCURACY OF EXHIBITOR LISTINGS.** The Exhibitor agrees to hold NRECA harmless for any errors or omissions in directory information. 29) **PHOTOGRAPHS AND ELECTRONIC RECORDINGS:** Exhibitor may photograph and/or create audio and/or video recordings of their own booth(s) only. Exhibitor is prohibited from taking photographs, audio, or video recordings of any other part of the Expo, attendees, or other NRECA events without NRECA's prior written approval. 30) **ADVERTISING AND PUBLICITY:** Exhibitor shall not use the name or any trademarks of or refer to NRECA/TechAdvantage directly or indirectly in any advertisement, news release, or professional or trade publication without prior written consent from NRECA. NRECA will have the nonexclusive right to use the name of Exhibitor and logo in both print and any form of advertising media in connection with the promotion and publicity of the TechAdvantage event. 31) **NO GUARANTEE OF RESULTS:** NRECA does not warrant or guarantee any particular results of the Expo, nor does it guarantee a particular number of attendees or exhibitors. 32) **COMPLIANCE WITH LAWS; POLICIES AND PROCEDURES:** Exhibitor shall be in compliance with all applicable federal, state, and local laws, rules executive orders, ordinances, regulations issued, as applicable, including, but not limited to health, fire prevention, and public safety. The Exhibitor agrees to assume full responsibility for complying with federal copyright laws and any regulations issued thereunder, and under the laws of unfair competition. Additionally, Exhibitor shall comply with all NRECA and expo facility policies and procedures, as applicable. 33) **SHOULD A CONFLICT ARISE BETWEEN THE PARTIES RESULTING IN LITIGATION, THIS CONTRACT SHALL BE CONSTRUED PURSUANT TO THE LAWS OF THE COMMONWEALTH OF VIRGINIA, AND THAT THE FORUM FOR ANY LEGAL PROCESS OR PROCEEDING SHALL BE IN VIRGINIA.** 34) **NO WAIVER:** The failure of NRECA at any time to require performance of Exhibitor of any term or condition of this Agreement shall in no way affect NRECA's rights to enforce such term or condition in the future, nor shall the waiver by NRECA of any breach of any term or condition herein be taken or held to be a waiver of any further breach of the same term or condition. 35) **AMENDMENTS:** Upon notice, NRECA may amend this Agreement. 36) **SEVERABILITY:** If any provision or portion of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be overbroad, excessive, or unenforceable in any circumstances or to any extent, then the remainder of this Agreement and the application of such provision or portion in all other circumstances shall be valid and enforceable to the fullest extent permitted by law or equity.