



EXHIBITOR APPLICATION CONTRACT

**Print it – Sign it – Fax it to: (626) 577-2677 or
Email it to: nmiller@green-technology.org**

EXHIBITOR INFORMATION

Name and phone number of one person in charge of exhibit and to whom instructions and information should be sent:

Company: _____
 Name: _____
 Address: _____
 City, State, Zip: _____
 Tel: _____ Fax: _____
 Email Address: _____
 Website: _____

FINANCIAL INFORMATION: Person to who invoices should be sent:

Name _____
 Title _____
 Address _____
 City, State, Zip _____
 Tel _____ Fax _____
 Email Address _____
 PO # (if required): _____

EVENT ORDER FORM - Refer to Exhibitor Prospectus	
Fill in the amount for your selected booth space &/or extras	
In-Line 10'X10' Booth (\$2,500)	_____
Corner 10'X10' Booth (\$2,600)	_____
Corner 10'X20' Booth (\$5,000)	_____
Island 20'X20' Booth (\$10,000)	_____
Green Auto Mall 10'X20' (\$2,000)	_____
Green Auto Mall 20'X15' (\$3,000)	_____
Green Auto Mall 20'X20' (\$4,000)	_____
Green Auto Mall 20'X30' (\$5,000)	_____
Flyer in Attendee Tote Bags (\$750)	_____
Logo/Link on GCS Website & Program (\$400)	_____
Shaded Descriptions in Program Guide (\$300)	_____
Lead Retrieval Scanner Rental (\$195)	_____
Post-Event Registration Postal Mailing List (\$0)	_____
TOTAL CONFERENCE FEE:	_____

Interested in a Program Guide Display Ad? YES ___ NO ___

APPLICATION FOR EXHIBIT SPACE

The Exhibitor wishes to Exhibit in Green California Summit & Exposition to be held in Sacramento, CA April 21-22, 2016 and hereby applies for the exhibit space and preferred booth locations specified below.

Payment is Due in Full Upon Signing

PREFERRED BOOTH LOCATION AND SIZE CONFIGURATION

Please indicate your first, second and third space location choices from the Exhibitor Floor Plan showing sold and available booth spaces which can be downloaded from www.green-technology.org.

**Indicate your three exhibit space numbers below:
ACCEPTANCE BY APPLICANT**

1 st _____	2 nd _____	3 rd _____
For GCS Use Only		
Booth Assignment: _____		Size: _____

Upon receipt of this application by GCS and acceptance by GCS, this application shall become a binding agreement between the Exhibitor and GCS. Faxed copies of this contract are legal and binding. The Terms and Conditions set forth on the reverse side of this agreement are hereby incorporated by reference. The Exhibitor acknowledges that none of the exhibit space fee is refundable except as expressly set forth in the Terms and Conditions. By the signature below, the individual signing this application represents and warrants that he or she has read, understood and agrees to abide by the Terms and Conditions on the reverse side of this agreement and is authorized by the Exhibitor to enter into the agreement, which shall become binding upon acceptance by GCS.

Signature _____ Date _____
 Printed Name _____
 Title _____
 Address _____
 City, State, Zip _____
 Phone _____ Fax _____
 Email: _____

CANCELLATION

If Exhibitor cancels its participation in the Exhibition, any monies paid may be retained by GCS. If Exhibitor fails to make any payment described in this agreement by the due date, GCS may terminate Exhibitor's participation in the Exhibition without further notice and without any obligation to refund monies previously paid.

Make check payable to:

GREEN TECHNOLOGY - PHONE : (626) 577-5700 • FAX (626) 577-2677
 2400 North Lincoln Avenue • Altadena, CA 91001

CREDIT CARD PAYMENTS:

Name _____
 On Card: _____
 Card _____ Exp _____
 Type: Amex: _____ MC _____ Visa _____ Date _____
 Account Number _____
 Security Code: 3 digit _____ 4 digit (AMEX) _____
 Billing Address: _____

 This Amount: _____

Authorized Signature: _____

GCS Terms and Conditions

INSTRUCTIONS

Please read this application carefully, print or type all information requested and sign in the space provided. Return the signed application with the appropriate initial payment to:

GREEN TECHNOLOGY
2400 North Lincoln Avenue – Altadena, CA 91001
(Reference "GCS" on check)

TERMS OF AGREEMENT/CONTRACTUAL RULES

1. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all laws, rules, regulations (including safety regulations), and ordinances including all rules of the Sacramento Convention Center that Exhibitor agrees to obtain directly from the Sacramento Convention Center. The Exhibitors shall construct exhibits to comply with the ADA (American Disability Act).

2. INDEMNITY AND LIMITATION OF LIABILITY

The Exhibitor and GCS shall indemnify, defend and protect each other and hold each other harmless from any and all claims, demands, suits, liability damages, losses, costs, attorney's fees and expenses which might result or arise from gross negligence or willful misconduct in connection with either parties' participation in GCS or any actions of its officers, agents, employees, or other representatives, provided that (i) the indemnified party gives prompt notice of the claim to the other party; (ii) the indemnifying party has sole control over the defense of the claim, including any decision to settle; and (iii) the indemnified party provides the other party with all reasonable assistance therein. Except for gross negligence or willful misconduct, neither GCS, exhibitor, any co-exhibitor, convention center or other exhibit space provider, nor any of their officers, agents, employees, facilities, other representatives, or assigns shall be liable for, and are hereby released from, any claims for damage, loss, harm, or injury to the person, property or business of the parties or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the exhibition facility or intermediate staging facilities, accident, or any other reason in connection with GCS or any planning meetings, demonstrations, or staging. GCS shall not be responsible for the security of Exhibitor's equipment or its proprietary software or hardware information, and Exhibitor shall have full responsibility for any theft or other loss, including any subrogation claims by its insurer. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability.

3. BOOTH ASSIGNMENT

Every attempt will be made to assign space as preferred by the Exhibitor. However, in rare occasions, it may be necessary to re-assign booth location. GCS retains the exclusive right to re-assign at its option.

4. RIGHT TO REFUSE

GCS reserves the right to review and reject any application for exhibit space without prejudice.

5. USE OF EXHIBITION SPACE

Exhibitor shall not sell or exchange goods or money on the exhibition floor. Exhibitor shall not assign to a third party its Exhibition space or any portion of that space without the prior written consent of GCS, which GCS may grant or withhold at its sole discretion. If such permission is given, the Exhibitor shall assume full responsibility for the conduct of the assignee and all its representatives and the Exhibitor shall not charge its assignee more than a fair proportionate share of the exhibit fee. Permission to assign or share space shall not be given unless the assignee or person who is going to share the space, agrees to and does assume all of the responsibility, liabilities and terms of this agreement. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area. GCS reserves the right to withdraw its acceptance of this application if, in its sole discretion, it determines that the Exhibitor is not eligible to participate or that the Exhibitor's product is not eligible to be displayed in this Exhibition, or that the Exhibitor or any of its representatives fail to conduct themselves in accordance with normal standards of decorum and good taste.

6. EXHIBITION HOURS

Exhibitors will comply with published GCS exhibit hours. GCS reserves the right to change the exhibit hours without prior notice.

7. INSTALLATION AND DISMANTLING

If Exhibitor fails to set up its display in its assigned space by 8 am Thursday, April 21, 2016, leaves its space unattended, or fails to remit payment at times specified, GCS shall have the right to take possession of the space and utilize such space in any manner GCS chooses. Exhibitor may not dismantle the display until the Exhibition is finally closed to the public, at the date and time indicated by GCS.

8. SPACE EQUIPMENT AND SERVICES

Each exhibit space will include an optional 6' table with 2 chairs, general show security service and exhibitor badges for Exhibitor staff. Draped space (8 feet high back drapes, 36 inch high side drapes), and identification sign will be provided for non-island exhibit space only. No Exhibit may be built or erected to exceed the height limitation as set forth in the Exhibitor's Manual. Any Exhibitor whose booth exceeds the height limitation will be required at his own expense to alter the display in order to conform to these regulations. GCS shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the guide or other materials.

9. EXHIBITOR EQUIPMENT AND SERVICES

Exhibitor will install its equipment and display in accordance with the schedule distributed by GCS with final space assignment. Exhibitor agrees to provide service and support for installed products. At the discretion of GCS, products not maintained in acceptable working condition may be removed from the display floor, without refund to the Exhibitor of any fees. No exhibit merchandise, equipment, container or packing material shall be left in any corridor; all such items shall be kept within the exhibit spaces. No container or packing materials shall be brought into or out of exhibit space during exhibit hours.

10. CONTRACTOR SERVICES INFORMATION

Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling and re-crating of displays. These services, if desired, may be arranged for with the official conference decorator or carrier. Neither GCS, any co-sponsor or convention center or other exhibit space provider will be responsible for the performance or any act or omission of these contractors.

11. CANCELLATION OR TERMINATION OF EXHIBITION

If for any reason beyond its reasonable control including, fire, strike, earthquake, damage, construction or renovation to the Exhibition Center, government regulation, public catastrophe, Act of God, or any similar reason, GCS shall determine that the Exhibition or any part may not be held, GCS may cancel the Exhibition or any part thereof. In that event, GCS shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate display fees received which remain after deducting all expenses incurred by GCS.

12. EXHIBITOR CANCELLATION OR BOOTH DOWNSIZING

All payments made to GCS under this application shall be deemed fully earned and non-refundable in consideration for expenses incurred by GCS.

13. EXHIBITOR CONDUCT

Exhibitor and all of its representatives shall conduct themselves at all times in accordance with normal standards of decorum, and good taste. GCS reserves the right to eject from the Exhibition any Exhibitor or representative violating those standards.

14. LIABILITY

Under no circumstances will any party to this agreement, any co-sponsor or the convention center or other exhibit space provider be liable for lost profits or other incidental or consequential damages for any of their acts or omissions whatsoever whether or not apprised of the possibility or likelihood of such damages or lost profits. In no event shall GCS's liability under any circumstance, exceed the amount actually paid to it by the Exhibitor for exhibit space. GCS makes no representations or warranties including, but not limited to, the number of persons who will attend the Exhibition.

15. CARE OF BUILDING AND EQUIPMENT

Exhibitors or their agents may not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. If such damage occurs, the Exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof. Electric wiring must conform with the National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the exhibition is located, and of any other government authority maintaining jurisdiction over the convention center that affect the installation, conduct and disassembly of the exhibit. Combustible materials or explosives are not permitted in the exhibit hall. The Exhibitor shall also comply with all reasonable requests of officials of the Exhibit Hall and GCS with respect to the installation, conduct and disassembly of its exhibit.

16. TAXES AND LICENSES

Exhibitor shall be responsible for obtaining any licenses, permits or approvals under local or state law applicable to its activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with its activities at the Exhibition.

17. NOISE CONTROL

GCS reserves the right to monitor or prohibit the use of any electronic equipment or machinery that it determines, in its sole discretion, is detracting from other exhibits.

18. BOOTH MUSIC

Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source. Exhibitor agrees to obtain such written permission. Evidence of such an agreement must be available for GCS upon request. In the event written confirmation cannot be documented the vendor agrees to cease playing the music.

19. LOTTERIES/CONTESTS

The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and on written approval from Management.

20. SECURITY

Security will be provided to patrol during exhibition and after exhibition hours. The exhibit hall must be vacated within one half hour after exposition closing. Exhibitors will be allowed to enter the exhibit hall upon presentation of a proper exhibit badge/pass only.

21. RESOLUTION OF DISPUTES

In the event of a dispute or disagreement between: Exhibitor and an Official Contractor; or between Exhibitor and a Labor Union or Labor Union Representative; or between two or more Exhibitors; all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

22. AGREEMENT TO TERMS, CONDITIONS AND RULES

Exhibitor agrees to observe and abide by the foregoing terms and conditions and by such additional terms, conditions, and rules made by GCS from time to time for the efficient and safe operation of the Exhibition. In addition to GCS's right to close a display and withdraw its acceptance of the application, GCS in its sole judgment, may refuse to consider for participation in future Exhibitions an Exhibitor who violates or fails to abide by all such terms, conditions, and rules. This application represents the entire agreement between the Exhibitor and GCS concerning the subject matter of this application. GCS is not making any warranties or other agreements except as set forth above. Any amendment to this contract must be in writing signed by both parties. The headings used in this agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this agreement. The rights of GCS under this agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of Green Technology. If any term of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect. This agreement shall be binding upon the heirs, successors, and assigns of the Exhibitor subject to the terms of this Agreement regarding assignment