

LIMITED ENERGY PAVILION PARTICIPATION CONTRACT



All requests must be submitted on this official form. Once the request is accepted and payment received, the Participant will receive written confirmation and instructions. Participating in the Limited Energy Pavilion is on a first-come, first served basis and is limited to 10 companies. If the options you select are no longer available, you will be contacted to discuss alternative opportunities.

1. COMPANY INFORMATION

The company name will be listed when recognizing the participant in directories, and any other print or video materials. List the contact person who will handle logistics for your product demo participation.

Company Name: _____ Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Phone: _____ Contact Email: _____

2. DISPLAY PACKAGE \$4,000

Includes:

Waterfall table with cabinet 2M long x 1M wide x 41" high

8' high back wall with participant's logo

Under cabinet storage

120 Volt – 500 Watt (5AMP) outlet with power strip

Two registrations

Two stools

3. EXCLUSIVE PAYMENT METHOD & ACCEPTANCE

Participant will sign into the Exhibitor Hub online and pay for Limited Energy Pavilion participation with credit card.

Participant will receive instructions to pay upon receipt of this signed contract. Participant will have 30 business days to complete payment or selected options above will be released.

100% non-refundable payment is due upon NECA acceptance of this signed contract.

The signee also understands that this is a binding contract upon acceptance by NECA and is subject to all Conditions of Contract, and any other rules and regulations that hereto constitute a part of, or are included in this contract. NECA reserves the right to reject any participation contract for any reason. Upon acceptance, all monies are non-refundable and nontransferable.

Signature: _____ Print Name: _____

Title: _____ Date: _____

By signing and executing this contract, the above signed consents to receiving communications from or on behalf of NECA via telephone and/or email at the telephone numbers and email addresses indicated above.

Submit this completed agreement to:

Email: exhibitsales@necanet.org

NECA

Questions?
202-991-6289

Electronic Funds Transfer Payment

To request payment form
Email: exhibitsales@necanet.org

NECA LIMITED ENERGY PAVILION CONTRACT TERMS AND CONDITIONS

This contract, properly executed by Participant, shall upon written acceptance by NECA, constitute a valid and binding contract.

Term of Contract: In order to qualify for placement in the Limited Energy Pavilion, participant does not need to occupy exhibit/display space at NECA 2025. Contract executed by and between the parties. Participant agrees to abide by all show rules and regulations. Participant is responsible for obtaining applicable permits or licenses required by law and shall abide by all federal, state, and local laws. Participant is responsible for the payment of all taxes, fees, and charges required by any legal authority associated with participation.

Signs and Advertising: Any demonstrations, signs and/or solicitations shall be permitted only in areas designated at NECA's sole discretion. Distribution by Participant of any printed matter, samples, or other articles shall be restricted to the areas designated in NECA's sole discretion and subject to NECA's prior written consent. Participant shall not have or operate any display or exhibit, which in the sole discretion of NECA, is the source of objectionable noises, odors, or has materials which are considered by NECA to be objectionable, including without limitation, signs, lights, and the costuming of personnel. Locations may be determined, modified and/or removed by NECA for any reason, including, without limitation, to allow repairs or changes to the building and to ensure that the sponsorship and related materials do not interfere with safe operations of the building.

Materials: Participant agrees to provide final logo art, in electronic format (the "Materials") by the deadline to be determined. All Materials must be in the form more particularly described in the Materials specifications/mechanical requirements of certain sponsorships. Participant is responsible for all production costs necessary to prepare the Materials to the required format. Materials received in any other form than listed in the Materials specifications/mechanical requirements shall be considered incomplete, and NECA reserves the right to reject such Materials or to assess Participant any costs necessary to correct such Materials. Participant waives all proofing opportunities of corrected Materials. NECA may reject any content which it deems objectionable in its sole opinion. NECA makes no representations or warranties regarding the accuracy or currency of the materials, and Participant will not hold NECA, its agents, employees, contractors, and/or representatives, liable for any claims, causes of action, losses or damages of any kind or nature whatsoever in connection with the use of the Materials.

Waiver and Indemnity: In consideration of the sponsorship, participant agrees to indemnify and hold NECA, its members, agents, employees, affiliates, contractors, successors and assignees harmless from and against any third-party claims, damages, actions, liabilities, and/or losses to the extent arising from bodily injury or death to any person or damage to any property resulting from the willful, fraudulent or grossly negligent acts or omission of Participant. NECA, its agents, employees, contractors and representatives, shall not be responsible for any damage to the sponsorship once the same are installed, nor for any errors or omissions contained within the sponsorship. Furthermore, Participant agrees to waive and release any and all claims for liabilities, losses, damages, or injuries, including without limitation, loss of income, against NECA, its agents, employees, contractors and representatives, suffered by Participant in connection with the sponsorship or breach of this Contract by NECA, its agents, employees, partners, invitees, contractors, and/or representatives.

Default: Participant acknowledges and agrees that the total amount due and owing pursuant to the terms of the Contract shall be paid to NECA on the dates indicated in the Contract. Should Participant not strictly comply with the terms and conditions of this Contract, including without limitation, the failure to timely pay any monies not disputed in good faith due and owing to Owner, Participant acknowledges and agrees that NECA, in its sole discretion and addition to any other rights hereunder or at law, may revoke Participant's participation in the Product Demonstration Zone. Failure to pay any amounts not disputed in good faith according to the terms of this contract may result also in termination of this Contract, reassignment of any locations previously assigned to the Participant, and/or in Participant's name being deleted from all Owner's publications, promotions and/or advertisements. In the event of the occurrence of any default, then it is agreed and understood, and all the parties contemplate that the damages to NECA arising from such breach shall include all expenses incurred, including without limitation, NECA's actual reasonable attorney's fees and/or collection agency fees. Any default in the terms and conditions of the Exhibit Space Contract, and/or Sponsorship Agreement by Participant shall constitute a default under this Contract by Participant and any default by Participant under this Contract shall also constitute a default under the Exhibit Space Contract and/or Sponsorship Agreement by Participant.

Insurance: Participant and its contractor(s) shall maintain Comprehensive General Liability Insurance and Personal Injury coverage at its sole cost and expense for all its activities at the Show, and shall have NECA, its managing agent, and any parties designated by NECA named as additional insured on all such policies. Policy limits shall be at least \$1,000,000 / \$1,000,000 Bodily Injury and Property Damage combined. Participant and its contractor(s) shall also maintain, at its sole cost and expense, Workers Compensation Insurance for all employees participating in the Show, as required by law. Participant warrants that by signing this Contract it has complied specifically with the insurance requirements of the Contract. Evidence of insurance coverage in the form of a valid Certificate of Insurance specifying the above coverages, including activities at the Show must be provided to NECA at its request.

Cancellation: If the Show or any part thereof is prevented from being held or is canceled by NECA or if the Product Demonstration Zone contracted for herein becomes unavailable because of war, fire, strike, government regulations, public catastrophe, act of God or the public enemy, or any other cause beyond NECA's control, neither party shall be liable in any way, nor be obligated to comply with the terms of this Contract. NECA shall determine and refund to the Participant its proportionate share of the Fees received which remains after deducting expenses incurred prior to cancellation and, reasonable compensation to NECA, but in no case shall the amount of refund to Sponsor exceed the amount of the Sponsorship payment of the Sponsorship Fee. No refunds will be given and no credit will be offered for participation in future shows. If Participant cancels the participation in the Product Demonstration Zone for any reason, Participant is held liable for full payment of the Sponsorship Fee.

Controlling Law: This Contract shall be construed and enforced under the laws of the State of Delaware.

Miscellaneous: In the event any term or provision of this Contract shall to any extent be deemed invalid or unenforceable, the remainder of this Contract shall be valid and enforceable to the fullest extent permitted by law. The parties acknowledge and agree that this is the final understanding and Contract between the parties and supersedes any and all prior negotiations, understandings, and Contracts relating to this matter.