

NHA CLEAN CURRENTS TERMS & CONDITIONS

1 | **EVENT MANAGEMENT** The exhibition is organized and managed by the National Hydropower Association. Any matters not covered in these Rules and Regulations are subject to the interpretation of the National Hydropower Association (NHA) or their designee, and all exhibitors must abide by their decisions. Exhibitors must comply with the Duke Energy Convention Center's policies and procedures. The Event Management shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for himself/herself and his/her employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with preceding sentence.

2 | **ASSIGNMENT OF BOOTH SPACE** A priority points system will be used for initial booth selection and then followed by booth rentals on a first-come, first-served basis. Visit the event website at www.cleancurrents.org for regular floorplan updates. The floorplan is subject to change.

3 | OFFICIAL EXHIBIT SCHEDULE

The following days/hours are tentative and subject to change.
If the official schedule changes, all exhibitors will be notified in writing.

Tuesday, October 10, 2023
Installation 8 AM - 5 PM
Booth Inspections 3 PM - 4 PM

Wednesday, October 11, 2023
CC Central Hours 10 AM – 5:30 PM

Thursday, October 12, 2023
CC Central Hours 10:30 AM – 5:30 PM
Dismantle 5:30 PM – 10:30 PM

Friday, October 13, 2023
Dismantle 8 AM – 12 PM

4 | **INSTALLATION AND DISMANTLE OF EXHIBITS** Event Management reserves the right to fix the time for the installation of a booth prior to the event opening and for its removal after the conclusion of the event. Under no circumstances will the addition to or removal of any portion of an exhibit be permitted during event hours. All booths must remain intact until the close of the event. Installation must occur only during the installation times designated in the Exhibitor Prospectus. All booths must be properly installed, fully operational, and event -ready no later than 3 PM on Tuesday, October 10, 2023, for the final inspection of CC Central by Event Management. Dismantle may not begin until after 5:30 PM on Thursday October 12, 2023, and must be completed by 12:00 PM on Friday, October 13, 2023. Early dismantle and/or removal of an exhibit may result in the loss of exhibit privileges for future events. Exhibitors are expected to make travel arrangements in accordance with this schedule. If erection of any exhibit has not started by 5 PM on Tuesday, October 10th, the NHA Exhibits Manager or his or her designee shall order the exhibit to be erected and the exhibitor billed for all charges incurred. Each exhibitor will complete arrangements for removal of his or her material from the Duke Energy Convention Center in accordance with the instructions provided in the Exhibitor Services Manual. All material must be packed and picked up by 12:00 PM on October 13, 2023. Any material not called for by said time and date will be packed and shipped at the exhibitor's expense, by a carrier selected by the official drayage contractor.

5 | **CHILDREN** No one under the age of 18 will be permitted on the exhibit floor during installation and dismantle hours.

6 | **FAILURE TO OCCUPY SPACE** Space not occupied by 3PM on Tuesday, October 10, 2023, may be forfeited by exhibitors and their space may be resold, reassigned, or used by Event Management without refund.

7 | **RATES, DEPOSITS AND REFUNDS** Space will be rented at the rate of \$49.50 per square foot / \$4,950 per 10' x 10' linear space in accordance with the application form, with a \$200 additional charge for each corner assigned. For exhibitors who are NHA member organizations (i.e., NHA Members), space will be rented at the rate of \$39.50 per

square foot / \$3,950 per 10'x10' linear space in accordance with the application form, with a \$200 additional charge for each corner assigned. A 50% deposit is due by April 1, 2023, with final payment due by July 15, 2023. Payment can be made by bank transfer, credit card, or check. Payments by check must be in USD and payable to the National Hydropower Association. All international bank fees are the responsibility of the exhibitors. In the event of a default by the exhibitor, the exhibitor shall forfeit as liquidated damages, the amount set forth above, regardless of whether or not the Event Management enters into a further lease for the space involved.

8 | CANCELLATION Cancellation requests must be submitted in writing to the Exhibits Manager. If written cancellation is received by April 1, 2023, the booth fee will be refunded 100%. After April 1, 2023, the booth fee will be refunded less 50% of the contracted booth rental fee. Any exhibitor who cancels all of its booth space after July 15, 2023, will forfeit to NHA, as liquidated damages, a sum of money equal to 100% of the full price of said exhibitor's booth space.

9 | DOWNSIZED BOOTHS Space reduction requests must be submitted in writing to the Exhibits Manager. A cancellation fee will be charged for downsizing booth space. The cancellation fees listed will be applied to the booths removed from the final booth size. Complimentary full-conference registrations will apply to the final booth size. Event Management has the right to reassign the exhibitor to a different booth space based on revised size requirements.

10 | EVENT CANCELLATION, POSTPONEMENT AND/OR RELOCATION If NHA, in its sole discretion, cancels the tradeshow, a full refund of the exhibit rental fees will be made, which is the limit and extent of NHA's liability to the exhibitors for such cancellation. If the date and/or location of the event is changed, the exhibitor has the right to request a full refund of the exhibit rental fees from NHA, and NHA commits to honoring that request, which is the limit and extent of NHA's liability to the exhibitors for this change.

11 | CONTRACTOR SERVICES An official contractor will provide all services in the exhibit area. Complete information, instructions, and schedule of prices regarding shipping, drayage, labor for installation and dismantling, electrical service, furniture, etc., will be included in the Exhibitor Services Manual to be forwarded from the official contractor in July 2023. An exhibitors' service center will be maintained during applicable hours to facilitate services requested for additional needs of exhibitors. Under no circumstances will NHA or the Duke Energy Convention Center assume responsibilities for loss or damage to goods consigned to the official contractor. Advance shipments of exhibit material must be made to the official contractor as specified in the Exhibitor Services Manual. Should any shipments not be made as specified in the manual, the shipments will be removed by the official contractor and stored until the hall is ready to accept materials for the exhibition and all costs involved will be charged to the exhibiting company. Exhibitors are responsible for all information provided in the Exhibitor Services Manual.

12 | BOOTH DESIGN NHA follows the International Association of Exhibitions and Events (IAEE) Display Guidelines for exhibit booth design. The regulations listed herein are not intended to unduly restrict exhibits as to either design or utility. The spirit in which the rules are presented is to create and maintain an open atmosphere on the exhibit floor. In designing exhibits, traffic flow, good judgment and consideration for neighboring exhibitors and attendees should be primary objectives. Every effort has been made to ensure the accuracy of all information distributed by NHA; however, due to the everchanging needs and maintenance schedules of facilities, such as the Duke Energy Convention Center, up-to-the minute information is not always available. With this in mind, we remind all exhibitors that NHA, the Duke Energy Convention Center and its contractors or agent can make no warranties as to the accuracy of floor plans issued in conjunction with or pertaining to the exposition. If locations of building columns, utilities, or other architectural components of the facility are considerations in the construction of an exhibit, it is the responsibility of the exhibitor and/or his/her agent to physically inspect the facility to verify all dimensions and locations.

13 | NOT ALLOWABLE BOOTH DESIGN NHA does not permit end-cap booths, meaning a 10'x20' booth that is exposed to aisles on three sides. NHA also does not permit exhibitors to purchase linear booth spaces that are across the aisle or diagonal from one another. Example: If an exhibitor wants to purchase two 10'x20' spaces across the aisle from one another, this would not be permitted.

14 | IN-LINE BOOTHS In-line booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. Regardless of the number of in-line booths utilized, (e.g., 10' x 20', 10' x 40', etc.), display materials must be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8 feet is allowed only in the rear half of the booth space, with a 4-foot height restriction imposed on all materials in the remaining space forward to the aisle. When three or more in-line booths are used in

combination, as a single exhibit space, the 4-foot height limitation is applied only to that portion of exhibit space that is within 10 feet of an adjoining booth.

15 | ISLAND BOOTHS Island booths are booths exposed to aisles on all four sides, with a minimum size of 20'x20'. Supplementary regulations governing such exhibits are the following:

- a. Island booths are restricted to 20 feet in height.
- b. The entire cubic content of the space may be used up to the maximum allowable height of 20 feet including signage (hanging or stationary), banners, trusses and hanging lighting systems.
- c. Any hanging signage will be hung at 20 feet from the floor to the top of the sign.
- d. No signage, lighting fixtures, or light/sign trusses are allowed outside the boundaries of the exhibit space.

16 | LIGHTING Lighting should be directed to the inner confines of the booth space. Lighting must not project onto other exhibits or event aisles. Lighting that is potentially harmful, such as lasers or ultraviolet lighting, must comply with facility rules and be approved in writing by exhibition management. Lighting that spins, rotates, and/or pulsates and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the event. NHA reserves the right to restrict the use of glaring lights or objectionable lighting effects.

17 | SOUND DEVICES & OTHER PRESENTATION DEVICES Public address, sound producing or amplification devices that project sound must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitor and their patrons, nor cause the aisles to be blocked. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Any expenses incurred in this instance will be the sole responsibility of the exhibitor. Any form of attention-getting devices or presentations must be terminated when crowds obstruct aisles or infringe upon another exhibitor's display. Music, whether vocal or instrumental, is prohibited.

18 | ARRANGEMENTS OF EXHIBITS Any portion of an exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space, or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor. Event Management reserves the right to inspect the quality of the appearance of each booth prior to event opening. Where necessary, masking drape or other covering material will be placed to cover unsightly wires, unfinished backwalls exposed waterpipes or hoses, etc. at the exhibitor's expense.

19 | BOOTH MATERIALS Only fireproof materials may be used in displays and the exhibitor must take all necessary fire precautions. (See Section 34.) No combustible material will be stored in or around exhibit booths.

20 | EXHIBITOR SERVICES MANUAL Each exhibitor will be provided with an official Exhibitor Services Manual. The Exhibitor Services Manual describes the type and arrangement of exhibit space and the standard equipment provided by Event Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the Exhibitor Services Manual. In the sole opinion of Event Management, any exhibit that fails to conform to the Exhibitor Services Manual guidelines or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exhibition.

21 | BOOTH & AISLE SPACE All exhibit equipment and materials must be located within the booth. All personnel and promotional activities must be confined to the limits of the exhibit space. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities.

22 | CARPET All booths must be carpeted. Exhibiting companies are responsible for furnishing, cleaning, and carpeting their booths. Any booth(s) not carpeted by 3PM on Tuesday, October 10, 2023, will be carpeted by Event Management at the exhibitor's expense. All exhibits must comply with the public accommodation provisions of the Americans with Disabilities Act of 1991 (ADA). Any exhibit with raised flooring must be ramped.

23 | SUBLEASING OF SPACE Exhibitors may not assign, sublet, or apportion to others the whole, or any part of, the space allocated, and may not display goods or services other than those manufactured or regularly distributed by them.

24 | CONDUCT All exhibits will be operated in a way that will not detract from other exhibits, the exhibition, or the

event as a whole. Event Management reserves the right to the immediate withdrawal of any exhibit that NHA believes to be injurious to the purpose of NHA. Management reserves the right to refuse to admit to and eject from the exhibit building any objectionable or undesirable person or persons. The use of sideshow tactics or other undignified methods considered by NHA to be objectionable are expressly prohibited in the exhibition area and in any meeting room.

25 | TYPE OF EXHIBITING COMPANIES The purpose of the exhibition is to provide information and/or further the education of event attendees through product and service displays and demonstrations. Products or services exhibited must be pertinent to the attendees' professional interests. NHA reserves the right to restrict who may exhibit at the event and exhibit sales activities that it deems inappropriate or unprofessional. In addition, NHA reserves the right to prohibit any company, association, or entity from exhibiting at the event who has products or services that compete with the products and services NHA provides.

26 | EXHIBITOR-SPONSORED EVENTS Any exhibitor-sponsored event, meeting, seminar, reception, focus group, or similar function to which event attendees are invited that is held during the official Clean Currents schedule is subject to NHA approval. Please consult the NHA website for a schedule of events or contact NHA.

27 | EXHIBITOR PERSONNEL The official NHA badge must be worn whenever a representative is in CC Central. All personnel representing the exhibitor or his or her agents on the exhibit floor during installation and dismantling must be properly identified.

28 | SELLING PRODUCTS/MERCHANDISE Exhibitor shall not conduct retail or consumer sales during exhibition hours. Exhibitor may not receive payment or make delivery of equipment or products of the trade, but the Exhibitor may accept orders for future delivery.

29 | HANDOUT MATERIALS Promotional giveaways and exhibitor prize drawings will be permitted. NHA reserves the right to disallow any material that it believes to be inappropriate. No exhibitor may use NHA's name or any of its affiliate organizations in conjunction with any promotional activity or award in CC Central without the expressed written consent of NHA.

30 | ADDITIONAL ADVERTISING Exhibitor is prohibited, without express written approval from NHA, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours.

31 | EXHIBITOR FUNCTIONS Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any NHA sponsored activities are being held without express written approval from NHA. All requests for a hospitality suite or public function space must be made through NHA. If an exhibitor cancels exhibit space, NHA reserves the right to notify the venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel. No Exhibitor or group of Exhibitors may organize or convene meetings, host cocktail parties, or similar functions other than in their display space during the scheduled times of the event without prior written approval from NHA.

32 | CANVASSING Canvassing or distribution of advertising material or souvenirs in CC Central by representatives of non-exhibiting firms is strictly forbidden and may result in immediate eviction from the event. Distribution of advertising material and souvenirs must be confined to the exhibitor's booth.

33 | SOLICITATION OF EXHIBITORS No persons will be permitted in CC Central for the purpose of soliciting exhibitors for advertising, exhibit space, or other sales without the express written permission of NHA.

34 | 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 must be located within the booth. Only fireproof materials may be used in displays and the exhibitor must take all necessary fire precautions. No combustible material will be stored in or around exhibit booths. (See Section 19.) Weapons of any type, functional or non-functional, such as firearms, swords, knives, throwing knives, crossbows, stars, bows, boomerangs, darts, tasers, etc. are strictly prohibited at the Event.

35 | LABOR RULES AND REGULATIONS Labor rules and regulations for union labor are made by the local unions and may change at any time. Where union labor is required because of building or contractor requirements, it will be

necessary for the exhibitor to comply with these regulations. Information regarding specific regulations that are applicable may be obtained from the official contractor. Displays, painters, carpenters, electricians, and other skilled labor can be arranged through the official contractor at established rates. Labor order forms will be included in the Exhibitor Services Manual.

36 | STORAGE The exhibitor should make arrangements with the official contractor for storage of packing boxes and crates during the exhibition. NHA assumes no responsibility for damage or loss of packing boxes or crates.

37 | LIABILITY AND SECURITY NHA makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each exhibitor must make provisions for the safe guarding of his or her goods, materials, equipment, and display at all times. NHA will not be liable for loss or damage to the property of exhibitors or their representatives or employees from theft, fire, accident, or other causes. NHA will not be liable for injury to exhibitors or their employees or for damage to property in their custody, owned or controlled by them, which claims for damages, injury, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and exhibitors will indemnify and hold harmless against such claim. The exhibitor assumes all liability for any damage to the facility's floor, walls, lighting fixtures, etc. as a result of exhibitor negligence. The exhibitor will abide by and observe all laws, rules, regulations, and ordinances of any government authority and of the contracted facility. The exhibitor will pay and save NHA, its Board, members, staff, and representatives, SB Expos & Events, and the Duke Energy Convention Center harmless from any and all damages, loss or liability of any kind whatsoever resulting from injuries to persons or property occurring within the Duke Energy Convention Center or property adjacent thereto occasioned by any act, neglect, or wrongdoing of the exhibitor or any of its officers, agents, representatives, guests or employees, invitees, or other persons permitted by the exhibitor upon the premises, and the exhibitor will at its own cost and expense defend and protect NHA, SB Expos & Events, and the city of Cincinnati and the Duke Energy Convention Center against any and all such claims or demands.

38 | INSURANCE Each exhibitor shall be responsible for securing and maintaining the following insurance coverages at the exhibitor's expense: (a) Workman's compensation insurance coverage for exhibitor's employees which shall be in compliance with the laws of the State of Ohio; (b) Commercial general liability insurance with policy limits of \$1,000,000 for combined single limit coverage to include: comprehensive form, premises/operations, contractual, broad form property damage and products/ completed operations, providing for terms of coverage to be effective from on or before October 10-13, 2023, which shall include exhibitor's move in and moveout. Such insurance shall cover any and all damage or injury to any and all persons arising out of such person's attendance at the exhibitor's exhibit during the term of Clean Currents 2023. (c) Other insurance: Each exhibitor acknowledges that it is responsible for obtaining any additional insurance coverage solely at its own expense, in such amounts as it deems appropriate to comply with its obligations here under and for its own protection. Each exhibitor must show proof of insurance prior to installing its booth.

39 | TRADEMARKS NHA will be held harmless for any trademark, trade name, copyright, or patent infringement on any printed materials belonging to or distributed by any exhibitor. Use of the Duke Energy Convention Center logo, design, trademark, trade name, patent, copyrighted work, or symbol must be approved in writing by the Duke Energy Convention Center marketing department. Use of the NHA logo, design, trademark, trade name, patent, copyrighted work, or symbol must be approved in writing by NHA.

40 | PHOTOGRAPHING OF EXHIBITS Each exhibitor has control over the space it has rented and may prevent those considered its competitors from gaining access to or photographing or videotaping its exhibit. The taking of pictures, other than by the official photographer, is expressly prohibited during setup, dismantling, and non-exhibit hours, and cameras will not be allowed on the exhibit floor during these times. Only the exhibitor may grant permission to have its exhibit photographed, videotaped, or an audio presentation taped, during exhibit hours. No exhibitor shall deny any reasonable request from Event Management or the official photographer to photograph the exhibit from outside the perimeter of the booth.

41 | FACILITY USE All public function space in the Duke Energy Convention Center and host hotels is controlled by NHA. No function space will be released to exhibiting firms or other commercial firms for social functions without the permission of Event Management. Good taste and conformity to the purposes of the meeting must prevail. Showing of equipment or product presentations to registered members or guests of NHA by exhibiting firms other than on the exhibit floor during the stated hours is expressly prohibited.

42 | VIOLATIONS NHA may at its discretion take away all or part of future exhibiting privileges for violations of the

Terms and Conditions. In addition, violation of any of these Terms and Conditions by the exhibitor or his or her employees or agents shall at the option of NHA forfeit the exhibitor's right to occupy space and such exhibitor shall forfeit to NHA all monies paid or due. Upon evidence of violation, NHA may take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages that NHA may incur thereby.