



**Application for Exhibit Space**  
**Fuel Cell & Hydrogen Energy 2011**  
**Expo dates: Feb. 13 – 16, 2011**  
**Gaylord National, Washington, D.C. Area**

**Organizer:** McNabb Marketing Resources, Inc.  
P.O. Box 418  
34 Spruce Street  
Rockport, ME 04856 USA  
Tel: 207-236-6196  
Fax: 207-236-0369

**Contacts:** Dave Jackson  
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tcoggeshall@mcnabbmarketing.com  
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bcole@mcnabbmarketing.com

**EXHIBITOR INFORMATION:**

<b>Company name:</b>	
<b>Contact person:</b>	
<b>Street address/POB:</b>	
<b>City, State Zip Country:</b>	
<b>Phone &amp; Fax:</b>	
<b>Contact's email:</b>	
<b>Website:</b>	

**2011 Pricing:**

Member Standard Rate*	<b>\$34.00 USD/sq. ft.</b>
Non-Member Standard Rate	<b>\$37.00 USD/sq. ft.</b>

*\*Members of the National Hydrogen Association and the U.S. Fuel Cell Council qualify for the member rate!*

**Space requirements:**

**We apply for \_\_\_\_\_ sq. ft.** (min. size is 100 sq. ft.)

Please list your top two booth choices. Exhibit space location is allocated on a first-come, first-serve basis.

**1st choice booth number(s): \_\_\_\_\_**

**2nd choice booth number(s): \_\_\_\_\_**

**A 100 sq. ft. (min.) space includes:**

- Exhibit space with pipe & drape and name sign
- 2 complimentary exhibitor passes per 100 sq. ft.
- Attendance at morning keynote addresses
- Free listing in the exhibitor catalog
- Company listing on website
- *Not* included: carpet and electricity

**Pavilion Opportunities:**

Pavilion exhibit space is available for **\$3,800.00 USD/100 sq. ft.** (NHA and USFCC members: \$3,500.00 USD/100 sq. ft.) If you wish to be placed in a pavilion, please check desired one below.

**International Pavilions**

- United Kingdom
- Germany

**Theme Pavilions**

- Hydrogen from Nuclear
- Hydrogen from Renewables

The pavilion price includes everything listed above *plus* special signage and promotion for the pavilion.

**EXHIBITOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**

**Terms:**

- 50% deposit due at time of application. Checks should be made out to *McNabb Marketing Resources*. We also accept Visa, MC, and AMEX.
- The balance will be invoiced on December 1, 2010 and is due 10 days after receipt of the invoice.
- Cancellation policy: Exhibitor is liable for 50% of the contracted amount with application until November 1, 2010, and then is liable for 100% after November 1, 2010.
- By signing this contract, the exhibitor agrees to payment terms and all General Terms and Conditions.

**Total amount enclosed:**

\$ \_\_\_\_\_

**Form of Payment:**

- Please invoice my company.
- I will send a wire transfer. *(Please call the McNabb office at 207-236-6196 for details.)*
- My check, made out to **McNabb Marketing Resources**, is enclosed.
- Please charge my credit card:                      Visa                         MasterCard                         Amex     
*(check one)*

Credit Card #: \_\_\_\_\_

Exp. date (month/year): \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Card ID Number\*: \_\_\_\_\_

*\*The Card ID Number is the 3-digit number located on the back of your Visa or MasterCard, usually at the top of the signature strip. For American Express cards, look for the 4-digit number printed on the front of your card. You'll find this number in small type above your credit card's main number on either the left or right side.*

- Check here if your company is interested in sponsorship opportunities.
- Check here if your company is interested in becoming a member of the Fuel Cell and Hydrogen Energy Association.

**Return this completed application with required payment to:**

**McNabb Marketing Resources, Inc.**  
P.O. Box 418, 34 Spruce St.  
Rockport, ME 04856

**Tel: (207) 236-6196**  
**Fax: (207) 236-0369**

## **Terms and Conditions Fuel Cell & Hydrogen Energy 2011**

**1. Management and Exhibitor.** The term "Management" as used herein shall define the personnel and agents of McNabb Marketing Resources, Inc., who are acting as agents for the Fuel Cell and Hydrogen Energy Association (FCHEA) to produce this event. The term "Exhibitor" shall define the company and its personnel and agents electing to participate in the exposition. Once Exhibitor has executed this agreement by means of a signature, all terms shall become binding.

**2. Exhibiting Companies and Products.** Management has the sole right to determine eligibility for a product or a company in its exposition. Management shall have the right to change the location of assigned space for an Exhibitor. Exhibitor agrees not to assign or sublet its space allotted. Exhibitor may display or advertise only goods and services normally manufactured or offered in the course of its business.

**3. Exhibit Space Rules and Contractor Services.** Management shall have the right to establish rules for the show and the use of exhibit space covered by this agreement, including but not limited to the rules published by the event organizer. Management shall have full discretion and authority as to the placement of all decorations, signage, and display items. Management may require the replacement or redecorating of an item, display, or booth and no costs shall accrue to management because of such necessity. Exhibitors are responsible to cover or fix all areas Management may consider unsightly, at Exhibitor's expense. Should an Exhibitor not be finished with installation as specified in the show rules, Management may take steps to finish said installation at the Exhibitor's expense. Should the Exhibitor fail to follow exposition deadlines for installation in terms of occupying the agreed-upon booth space, Management shall repossess said space and Exhibitor forfeits all claims to it and all monies paid. No Exhibitor shall have the right to dismantle, unpack or vacate a booth prior to the end of the official show hours without the express written permission of Management. Management reserves the right to amend and enforce exposition regulations as it deems proper to assure the success of the event. Management has selected an "Authorized Contractor" and the use of their services by Exhibitors is highly encouraged.

**4. Exhibitor Booth Selection,** if later downsized, may result in a move by the show management to an available booth in the smaller size.

**5. Attendance.** All Exhibitors agree to staff their booth(s) during exposition hours.

**6. Enjoyment of Reasonable Business Environment.** Management reserves the right to restrict booth size, noise, characters, lights, entertainment and methods of operation which it deems objectionable. Any behavior or equipment which Management finds to detract from the general appearance and intention of the Exposition may be grounds for eviction. Exhibitors are encouraged to check with management before the expo regarding any item that management might find objectionable.

**7. Fees and Deposits.** Exhibitor is responsible for timely submittal of fees as required in the application. Should exhibitor delay payments, Management shall have the right to repossess any assigned space after notifying Exhibitor in writing of the intent to do so. In the event of default by the Exhibitor, Exhibitor remains responsible for payments due and assumes the responsibility for all enforcement costs incurred by Management in collecting such fees.

**8. Exhibitor Cancellation or Nonpayment.** See Application.

**9. Liability and Insurance.** All property of the Exhibitor remains under its care, custody, and control in transit to and from the exhibit hall during installation and removal, and while it is within the confines of the Exhibit Hall. Neither Exhibit Management, FCHEA, the owners or management of the Exhibit Hall, nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management, FCHEA, the owners or management of the Exhibit Hall, or their agents or employees. The Exhibitor agrees to obtain the following insurance during the dates of the Exhibition, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to Exhibit Management if requested: (a) Commercial general liability insurance coverage including protective and contractual liability for bodily injury and property damage; (b) Employer's liability insurance; (c) Worker's Compensation/Occupational Disease coverage in full compliance with federal and state laws; (d) Comprehensive General Liability Automobile insurance.

**Hold Harmless and Indemnification.** Exhibitor hereby agrees to indemnify, defend, and protect Exhibit Management, the owners and managers of the Exhibit Hall, and FCHEA against, and hold and save Exhibit Management, the owners and managers of the exhibit hall and FCHEA harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney fees, and expenses of whatever kind or nature which might result from or arise out of any action or failure to act of the Exhibitor or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage or loss to property, or from or out of any damage, loss, harm, or injury to the person of the Exhibitor or any of its officers, agents, employees, or other representatives.

**10. Exposition Hours and Exhibitor Activities.** Management shall have the authority to set event hours, which may change upon notice to the Exhibitors. Distribution of Exhibitor literature and materials is limited to the confines of Exhibitor booth space.

**11. Music Licensing.** Exhibitors are solely responsible to obtain the necessary licenses for all usage of music or video, and all costs for such licenses are the responsibility of the Exhibitor.

**12. Compliance.** Exhibitor assumes all responsibility for compliance with Federal and local codes and all laws related to public safety, as well as facility regulations. Exhibitor is responsible to meet all requirements of the Americans with Disabilities Act. Wiring and decorating materials must all conform to local codes and fire regulations. Exhibitor assumes the responsibility to ascertain that all codes and laws have been met, including issues related to facility services.

**13. Cancellation or Termination of the Exposition.** In the event that the Exposition is unable to operate, in the sole determination of Management, whether due to Acts of God, war, illness, public safety, strike, civil commotion, picketing, fire or state of emergency, or by reason of any other occurrence not under the control of Management, or otherwise. Management may cancel, postpone or terminate the exposition. In the event of such cancellation, postponement or termination, the Exhibitor waives any and all claims the Exhibitor may have against Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims, the Exhibitor's pro rata share of the total amount paid by all Exhibitor, excluding deposits, less all costs and expenses incurred by management in the connection with the exposition.

**14. Miscellaneous.** Management makes no representations or warranties as to the condition of the Exposition Facility, Contractors, or Subcontractors involved or the success of the Exhibitor's efforts for which the exhibit space is to be used. This Agreement and these "Terms and Conditions" represent the sole and entire agreement between management and the Exhibitor, and it supersedes all prior agreements and discussions. The provisions set forth are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. Management shall use all reasonable efforts to properly manage installation and the event itself. Management shall not be held liable for late installation or power or services interruptions that may occur.