

**CONTINUOUS EMISSIONS MONITORING USER GROUP CONFERENCE AND EXHIBIT 2017**

May 10-11, 2017 – Dallas, Texas  
Sheraton Dallas Hotel

**EXHIBITOR CONTRACT**

**ACCOMODATIONS/HOSPITALITY SUITES**

A special group rate of **\$194** single/double occupancy has been reserved at the Sheraton Dallas Hotel. Please contact the hotel directly and make sure to ask for the EPRI room block.

Hotel:

The Sheraton Dallas Hotel  
400 North Olive Street  
Dallas, TX 75201  
214-922-8000

Click [here](#) to make a room reservation

The room reservation deadline is April 17, 2017, after this date rooms may not be available or the rates could increase substantially.

**CONFERENCE AND EXHIBIT LOCATION**

The conference and exhibit will be held at the Sheraton Dallas Hotel- Grand Hall

**COST**

**\$2,600 for each 10x10 booth package**, which includes: pipe and drape, one 6-foot table, two chairs, signage, one 20 amp electrical outlet, one full conference registration and one exhibit only registration. Additional full conference registrations can be purchased for \$975 each. Additional exhibit only registrations can be purchased for \$625 each. Day passes are available for your local customers and sales representatives at a cost of \$375. These passes are valid until 3:30pm and only allow registrant access to the exhibit hall, not the conference sessions. Check payments should be made payable to EPRI Conferences and can be mailed to EPRI c/o Special D Events, 535 Woodward Heights, Ferndale, Michigan, 48220. Payment must be received by April 1, 2016.

**CANCELLATION BY EXHIBITOR**

On cancellations received prior to April 17, 2017, all sums will be refunded but not to exceed amount paid. For cancellations received on or after April 17, 2017 refunds will not be given.

**CANCELLATION OR TERMINATION OF EXHIBIT BY EXHIBIT MANAGEMENT**

If because of war, fire, strike, Exhibit facility construction or renovation project, government regulation, public catastrophe, Act of God, or the public enemy or other cause beyond the control of Exhibit Management, the Exhibition or any part thereof is prevented from being held, is canceled by Exhibit Management or the Exhibit Space becomes unavailable, Exhibit Management, in its sole discretion, shall determine and refund to the Exhibitor, its proportionate share of the aggregate Exhibit fees received which remains after deducting expenses incurred by Exhibit Management and reasonable compensation to Exhibit Management, but in no case shall the amount or refund to Exhibitor exceed the amount of the exhibit fees paid.

**DRAYAGE**

Heritage Exposition Services will provide freight storage and handling service, as outlined on the documentation from them. Show management is not responsible for any shipments. Exhibitors are responsible for arranging their own shipping and handling.

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**ELECTRICAL SERVICES**

Exhibitors will receive one 20 amp electrical outlet. If you need additional electric, please refer to the Electrical Service Order form on the Exhibitor Website.

**COMMUNICATION SERVICES**

See the communication services form on the exhibitor website for more information about ordering internet connections and/or telephone lines.

**SECURITY**

Security will be provided on a 24-hour basis during the event. In their own best interest, exhibitors should keep an attendant in their booths during all open exhibit hours and should not leave intrinsically valuable articles unprotected.

**EXHIBIT HALL DIMENSIONS**

The layout of the exhibit area is shown on the provided floor plan. The Exhibit Hall dimensions are enclosed in your kit. Please call Heritage Exposition Services if you have questions about these dimensions.

**SUBLETTING OF SPACE**

An Exhibitor shall not assign to a third party its rights hereunder to the Exhibit Space or any portion thereof without the written consent of Exhibit Management, which it may withhold at its sole discretion. If such consent 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 proportionate share of the exhibit fee based upon the amount of Exhibit Space assigned.

**SHIPPING**

To avoid problems during setup and teardown, please ship any materials to the Heritage Exposition Services warehouse prior to the event. Heritage Exposition Services shipping information is included on the exhibitor website.

**INSTALLATION**

It is explicitly agreed by the Exhibitor that in the event her or she fails to install his or her products in the assigned Exhibit Space by the opening hour of the Exhibit, or fails to remit payment for required space rental at time specified, Exhibit Management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper. Exhibit Management reserves the right to make changes in the Exhibit hours, including installation/dismantle hours; however, such changes will be made known as far in advance of the Exhibition as possible.

**DISPLAY AND DECORATIONS**

Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls. No exhibit, merchandise or equipment shall be left in any aisle, but shall be confined to exhibit space. No signs or advertising devices shall be displayed outside the exhibit space or project above or beyond limits of exhibit space. The back wall cannot exceed 8' high. Sidewall construction, if used, may taper diagonally from 8' at the back wall to floor level at the aisle, or extend as a high panel from the back wall for one-third of the depth of the booth. These limitations are intended to provide a clear view of the neighboring exhibits. Raw wood, cardboard or similar materials for wings to booths/islands must be covered or painted if they are visible in adjacent booths. The placing of high equipment must conform to these rules. Exhibit Management reserves the right to rearrange the exhibit floor or relocate any exhibit or booth. Exhibit Management shall not be liable for damage or loss to Exhibitors' properties through theft, fire, accident or any destructive cause, whether the result of negligence or otherwise. Exhibitors shall insure their own exhibit and display materials. Exhibit Management assumes no liability for any injury that may occur to visitors to the exhibition, exhibitors and their agents and employees or others.

**UNION LABOR**

Exhibitor must comply with any and all union regulations applicable to setup, dismantling, and display of exhibits. For more information, contact Heritage Exposition Services directly.

**DISMANTLING OF EXHIBITS**

Exhibitors agree neither to dismantle their booth nor to do any packing until May 11, 2017 at the conclusion of the last break, approximately 4 pm, upon Exhibit Managements release. Exhibit Management encourages exhibitors to dismantle their

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booths promptly at the conclusion of the show and ask that exhibits be torn down in a timely manner. Unless prior arrangements have been made with Exhibit Management, exhibitors must vacate the premises by 8 PM, on May 11, 2017. After that time, Heritage Exposition Services, Sheraton Hotel and/or Exhibit Management reserve the right to dismantle and/or move exhibitor materials/force freight from the area if necessary. Any storage charges incurred will be the responsibility of the exhibitor.

#### **STORAGE, PACKING CRATES AND BOXES**

Exhibitor will not be permitted to store packing crates and boxes in the booth or the Exhibit Hall during the Exhibit, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the Exhibitor's responsibility to mark and identify all crates, boxes and items. Items not properly marked or identified may be discarded as garbage. No trunks, cases or packing material shall be brought into or out of the Exhibit Spaces during the Exhibit hours.

#### **FIRE REGULATIONS**

Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily flammable material. All cartons stored in the Exhibit Building shall be emptied of contents. Exhibitor shall use no flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. All wiring devices and socket shall be in good condition and meet the requirements of local law. Exhibit Management reserves the right to cancel the entire exhibit, or such parts of it as may be irregular, without refund of rental or liability of exhibit expense.

#### **OBSERVANCE OF LAWS**

Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable government authority, Dallas, and all rules of Sheraton Dallas Hotel. All Exhibits must comply with the laws and regulations of the city and the state in which the Exhibit is held.

#### **EXHIBITOR CONDUCT**

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. Social gatherings of any kind shall not be held during Exhibit Hours. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibitor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste. Exhibit Management reserves the right to restrict, reject, prohibit or eject any Exhibitor, which, because of noise, safety hazards, or for any other prudent reason, is deemed objectionable. Exhibit Management also reserves the right to prohibit the distribution of any material that it considers objectionable or inappropriate for this event.

#### **ATTENDANCE**

Although we will be advertising for attendees, Exhibit Management does not guarantee any certain number of attendees to attend the CEM User Group Conference & Exhibit. Participation in this event is at exhibitors' own risk.

#### **LIABILITY**

Exhibitors agree to the terms of the "hold harmless" clause listed below in this agreement. Exhibit Management shall not be liable for any damage or liability of any kind or for any damage or injury, whether or not caused by negligence or breach of obligation by the exhibitor or its employees or representatives.

Due to the tremendous value of exhibits, it is impractical and impossible to insure exhibitors' equipment against loss, theft, damage, or breakage. Exhibit Management will not be responsible for any injury, loss or damage to the exhibitor, the exhibitor's employees or property, however caused. In addition, the exhibitor assumes the entire responsibility and liability for the hotel premises and shall indemnify, defend, and hold harmless Sheraton Dallas and County, its owners, affiliated companies, agents, servants and employees from liability, which might arise from any cause, whatsoever, including accidents or injuries to exhibitors, their agents, or employees. The Exhibitor also assumes responsibility for any accident, injury, or property damage to a person viewing his exhibit where such accident, injury or property damage is caused by the negligence of the exhibitor, his agents, or employees. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability. It is suggested that the Exhibitors be alert to the risk involved in exhibiting and that they amend their existing bodily injury liability and property damage liability insurance and provide Exhibit Management, on request, with evidence of such insurance.

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The Sheraton Dallas Hotel, Heritage Exposition Services and Exhibit Management cannot assume responsibility for damage to exhibitor's property, lost shipments either incoming or outgoing or for moving costs. Any damage due to inadequately packed property is Exhibitor's own responsibility. If an exhibit fails to arrive, exhibitor will be, nevertheless, responsible for booth rental and no refund will be made. Exhibitors should carry insurance against such risks.

Exhibitors or their agents must not injure or deface the walls, columns, elevators, etc., of the Sheraton Dallas Hotel or the equipment in the booth or any property of the hotel. No signs or other articles may be affixed, nailed, taped or otherwise attached to walls, doors, etc. Likewise, no attachments may be made to floors by nails, screws or any other device that would damage or mar them. When such damage occurs, the exhibitor is liable to the owner of the property so damaged. Exhibitor is responsible for any and all costs to replace damaged hotel property and for the restoration and repair of the premises, property, equipment and facilities of the hotel that are in any way damaged, destroyed, or otherwise defaced or injured by the exhibitor's use, including its members, employees, agents and invitees, of the same. Exhibitor further covenants and agrees to indemnify and fully pay and reimburse the hotel for any and all such costs.

Exhibitor agrees to protect, save, and keep Exhibit Management, the Sheraton Dallas Hotel, Heritage Exposition Services, the City, and State in which the Exhibit is held, their agents, or employees forever harmless from any damage or charges imposed for violation of any law or ordinance, whether occasioned by the negligence of the Exhibitor or those employed by the Exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the Hotel, the City and State in which the Exhibit is held, and Exhibit Management regarding the Exhibition premises. And further, Exhibitor shall at all times protect, indemnify, save and keep harmless Exhibit Management, the Hotel, the City, and State in which the Exhibit is held, their agents, or employees against and from any and all damage arising by reason of any accident or occurrence to anyone, including the Exhibitor, its agents, employees, and business invitees, which arise from or out of or by reason of said Exhibitor's occupancy and use of the Exhibition premises or part thereof.

#### **AGREEMENT TO RULES AND REGULATIONS**

Exhibitor agrees to observe and abide by the foregoing Rules and Regulations and by such rules made by Exhibit Management from time to time for the efficient and/or safe operation of the Exhibit, including, but not limited, to, those contained in this contract. In addition to Exhibit Management's right to close an exhibit and withdraw its acceptance of the Application, Exhibit Management in its sole judgment may refuse to consider for participation in future exhibits an Exhibitor who violates or fails to abide by all such Rules and Regulations.

Exhibitor hereby applies for exhibit space at the EPRI CEM User Group Meeting and Exhibit to be held at the Sheraton Dallas Hotel, Dallas TX. We agree to abide by all the exhibit rules outlined herein. The completion of this application by the exhibitor and the written acceptance and notification of booth assignments by Exhibit Management of this event constitutes a valid and binding contract.

Exhibitor assumes the entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless Exhibit Management and their respective employees and agents against any claims or expenses arising out of the use of the exhibitor premises. In addition, exhibitors understand that Exhibit Management, Heritage Exposition Services, and the Sheraton Dallas Hotel do not maintain insurance covering exhibitor's property and that it is the sole responsibility of exhibitors to obtain such insurance.

Exhibit Management has, in the best interest of the Exhibitor, selected certain firms to serve as official contractors to provide necessary service to Exhibitors. Exhibit Management reserves the right to designate replacement of official contractors under any terms of this agreement.

#### **EPRI Non-Endorsement Policy**

COMPANY acknowledges that EPRI neither endorses products or services, nor allows the data or other results of EPRI work to be used as an endorsement. Therefore, COMPANY agrees that it will not, whether explicitly or through implication, use EPRI's name, logo, trademarks, the name, title, or statements of EPRI employees, this meeting, or the results of work presented at this meeting for advertising or other promotional purposes, raising of capital, recommending investments, or in any way that states or implies endorsement by EPRI. Any exceptions to this clause will require the advanced written approval of EPRI's executive in charge of communications, which may be withheld at EPRI's sole discretion.

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Do you agree to the terms of the contract as outlined above?

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Signature

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Printed Name and Company

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Date

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