



1001 Garnet Avenue, Suite 210 San Diego, CA 92109
Tel: (858) 756-8922 Fax: (206) 339-7176

SPONSORSHIP AND EXHIBITION AGREEMENT FORM

Company Name ('the exhibitor/sponsor'):		Order number:
Contact name:	Position:	
Billing address:		
City:	Postal Code/ZIP:	Country:
Phone:	Fax:	Email:

Requirements

Event Name ('event')

Advanced Energy Storage 2010

Dates: **October 12-14, 2010**

Venue: **San Diego, CA**

We require:

Sponsorship of

Price:

Preferred booth number (if applicable)

Please list three options in order of preference.

1: 2: 3:

Payment

Payment to be made in advance. 50% due with signed agreement, 50% will be invoiced and due 90 days prior to Conference (July 12, 2010)

Exhibitor/Sponsor ('exhibitor') named above hereby applies for exhibit space/sponsorship at the above mentioned event ('event'). By signing this agreement, exhibitor agrees to ensure that the full amount payable is so done according to payment terms above. Exhibitor's signature below signifies that Exhibitor has read, understands and agrees to be bound by all the terms and conditions of this contract, attached. Also, by signing below, Exhibitor acknowledges that if Exhibitor has deemed it necessary or desirable, Exhibitor has raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of this form. The party signing this form on behalf of the Exhibitor confirms that he/she is duly authorised to enter into this agreement on behalf of the Exhibitor. *This form must be signed for application to be processed.*

Signature:

Printed name:

Date:

Initial: _____

- The term "Exhibitor/Sponsor" shall mean the organization stated on the Company Name line on the first page of this agreement, and includes all employees, representatives and agents of the company, partnership firms or organization, which have applied for the purpose of exhibiting.
- The Terms "Space or Booth" shall mean the Exhibition and or Sponsorship package indicated in the agreement.
- The term "Exhibition" shall mean the event stated in the Event Name line of the first page of this agreement.
- The term "SHOW MANAGEMENT" shall mean: FullPower, Inc. 1001 Garnet, Suite 210, San Diego, CA 92109

1. **OFFER AND ACCEPTANCE.** Exhibitor/Sponsor's submission of the Agreement Form, with or without a deposit, shall constitute an offer from Exhibitor/Sponsor to enter into such agreement with SHOW MANAGEMENT. Once approved by SHOW MANAGEMENT, the Agreement as a whole becomes effective. Approval will be given by SHOW MANAGEMENT by e-mail, fax or verbal confirmation of acceptance of the offer. All matters not expressly covered in the Agreement are subject to the reasonable decision of SHOW MANAGEMENT, whose decision shall be final.
2. **ARRANGEMENTS OF EXHIBITS.** Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially built displays not in accordance with these Exhibition Rules and the regulations set forth in the Exhibitor/Sponsor Manual must be submitted to SHOW MANAGEMENT before construction is ordered and/or begun. The Exhibitor/Sponsor Manual will be supplied to Exhibitor/Sponsor approximately two months before the Exhibition. If Exhibitor/Sponsor wishes to inspect this manual before submitting the Agreement form, Exhibitor/Sponsor has the right to do so. With or without prior inspection, Exhibitor/Sponsor understands that by signing the Agreement Form, Exhibitor/Sponsor agrees to be bound by the Exhibitor/Sponsor Manual, which shall form part of the Agreement. Exhibitor/Sponsor may request the Rules & Regulations portion of the Exhibitor/Sponsor Manual at any time.
UNSIGHTLY BOOTHS. Any unsightly booth areas need to be masked off by either the Exhibitor/Sponsor. SHOW MANAGEMENT in its sole discretion will determine whether or not booths are unsightly.
Aisles: All aisles must be clear of exhibits, interviews, demonstrations, and distribution of literature must be made inside Exhibitor/Sponsor's booth. **Installation:** All Exhibitor/Sponsor displays must be completely installed within the time designated by SHOW MANAGEMENT for this purpose. Exhibitor/Sponsor agrees to adhere to any Union and or Labor legislations prescribed to by the Venue, SHOW MANAGEMENT and local, federal, city, or national law applicable.

Exhibitor/Sponsor agrees to only display products and services that are marketed by it in its general course of business, and is expressly forbidden to sublet any exhibition space reserved by it to any third party, without the prior written approval of SHOW MANAGEMENT.

3. **REMEDIES.** If Exhibitor/Sponsor fails to make any payment or otherwise breaches any provision of the Agreement, and fails to cure within a reasonable time (as defined in the next sentence) after Exhibitor/Sponsor has received written notice from SHOW MANAGEMENT specifying the breach, SHOW MANAGEMENT shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) evict Exhibitor/Sponsor from any or all of the space being rented by Exhibitor/Sponsor; (iii) have any of the Agreement's violated provisions specifically enforced; and (iv) exercise any other remedy available by rule of law. By "reasonable time" is meant: (i) immediately, in the case of any breach occurring during the Show; (ii) 24 hours, in the case of any failed payment; and (iii) 5 days, in the case of any other breach. In addition, SHOW MANAGEMENT may keep any and all monies received from Exhibitor/Sponsor as liquidated damages, it being understood that SHOW MANAGEMENT'S losses and damages from Exhibitor/Sponsor's breach of the Agreement are difficult to ascertain and that the agreed liquidated damages are not intended as a penalty. Upon cancellation of the Agreement, SHOW MANAGEMENT may (without prejudice to any other available remedy) rent Exhibitor/Sponsor's space to any other Exhibitor/Sponsor, or use such space in any other manner, as SHOW MANAGEMENT deems necessary, in its sole discretion, without any obligation to Exhibitor/Sponsor.
4. **LIABILITY.** Neither SHOW MANAGEMENT nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Exhibitor/Sponsor or to Exhibitor/Sponsor's employees, invitees, licensees, or guests, or Exhibitor/Sponsor's property from any cause whatsoever. Under no circumstances shall SHOW MANAGEMENT or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Exhibitor/Sponsor acknowledges that the risk allocations of this Section are reasonable based on the understanding that Exhibitor/Sponsor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. SHOW MANAGEMENT shall not be liable for failure to perform its obligations under the Agreement as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in Exhibitor/Sponsor's stand or exhibit is deemed to be the invitee, licensee, or guest of Exhibitor/Sponsor, and not the invitee, licensee, or guest of SHOW MANAGEMENT. Exhibitor/Sponsor assumes full responsibility and liability for the actions of its agents, employees, independent contractors, or representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold SHOW MANAGEMENT, the exhibit hall, and their respective privies, harmless from and against claims resulting directly or indirectly from the actions or omissions of Exhibitor/Sponsor and/or Exhibitor/Sponsor's agents, employees, independent contractors, or representatives whether within or without the scope of authority. There is no other agreement or warranty between Exhibitor/Sponsor and SHOW MANAGEMENT except as set forth in this document. This agreement represents the entire agreement between the parties into which all prior understandings are merged. The rights of SHOW MANAGEMENT under the Agreement shall not be deemed waived except through a written and signed document by an authorized officer of SHOW MANAGEMENT.

5. **INSURANCE.** For the term of the Agreement, Exhibitor/Sponsor shall at all times maintain insurance sufficient to cover the liabilities of Exhibitor/Sponsor under the Agreement. The amount and scope of such insurance shall be reasonably satisfactory to SHOW MANAGEMENT. Such insurance shall also provide coverage for Exhibitor/Sponsor's contractual obligations to defend, indemnify, and hold harmless, as stated in the Agreement. SHOW MANAGEMENT shall be added as an additional insured to such insurance. Exhibitor/Sponsor's insurer shall confirm to SHOW MANAGEMENT that such insurance cannot be cancelled or changed without thirty (30) days prior written notice to SHOW MANAGEMENT. Exhibitor/Sponsor must be able to provide SHOW MANAGEMENT a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Show.
6. **FORCE MAJEURE.** In case The venue is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for SHOW MANAGEMENT to permit Exhibitor/Sponsor to occupy the assigned space during any part or the whole of the period covered by the show, then during such circumstances SHOW MANAGEMENT, the building management, and their respective privies will be released and discharged from the obligation to supply the space or services outlined in Section 1 of this Agreement Form, and Exhibitor/Sponsor will be reimbursed a proportionate share of the booth rental previously received by SHOW MANAGEMENT from Primary Exhibitor.
7. **JURISDICTION AND ATTORNEY FEES.** This agreement shall be governed and construed by the laws of South Africa. Should any legal action be commenced to resolve any dispute under the Agreement: (i) Exhibitor/Sponsor hereby consents to venue and jurisdiction in the state court located at headquarters of SHOW MANAGEMENT, and agrees that no such action may be brought in a forum not located at the SHOW MANAGEMENT'S headquarters; and (ii) the prevailing party shall be entitled to an award of litigation expenses (including, but not limited to, deposition costs and expert witness fees and expenses), interest, and reasonable attorney fees, in addition to any other remedy obtained.
8. **TAXES AND LICENSES.** Exhibitor/Sponsor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, or national law applicable to Exhibitor/Sponsor's activity at the Show. Exhibitor/Sponsor shall be responsible for obtaining any tax indemnification numbers and paying all taxes, license fees, or other charges that may become due to any government authority concerning Exhibitor/Sponsor's activities at the Show.
9. **CANCELLATIONS.** In the event that Exhibitor/Sponsor wishes to cancel some or all of its allotted exhibit space or sponsorship, Exhibitor/Sponsor may request and SHOW MANAGEMENT may grant such cancellation, but only with the following understandings: First, all cancellations must be request in writing and addressed to SHOW MANAGEMENT. Second, SHOW MANAGEMENT is not required to refund any portion of moneys (the 50% deposit, full fee, or otherwise) previously paid by Exhibitor/Sponsor. Third, if Exhibitor/Sponsor's cancellation request is received by SHOW MANAGEMENT after the Agreement has become effective but before the final payment date, Exhibitor/Sponsor nevertheless agrees to pay the 50% deposit before such cancellation will become effective. Fourth, if SHOW MANAGEMENT receives Exhibitor/Sponsor's cancellation request after the final payment date, Exhibitor/Sponsor nevertheless agrees to pay the full booth rental fee/sponsorship based on the original space/sponsorship requirements, before such cancellation will become effective. SHOW MANAGEMENT assumes no responsibility for having included the name of Exhibitor/Sponsor in the Show catalogue, brochures, news releases, or other materials.
10. **SOLICITING.** Exhibitor/Sponsor is prohibited from distributing literature, souvenirs, or other items from outside the boundaries of their allocated booth, unless prior written approval has been obtained from SHOW MANAGEMENT. This prohibition includes canvassing other exhibits before, after, or during event hours. Canvassing in exhibit halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid Exhibitor is strictly forbidden. Exhibitor/Sponsor is prohibited from taking photographs of other exhibits or other aspects of the show, without SHOW MANAGEMENT prior written approval. Exhibitor/Sponsor may photograph only their own booth(s).
11. **CHANGES.** If Exhibitor/Sponsor requests an increase of its booth space after the Agreement has become effective, SHOW MANAGEMENT will use reasonable best efforts to accommodate such request, subject to space availability, additional fee payment, and other circumstances then prevailing. If Exhibitor/Sponsor requests a change that leads to a net reduction of booth space from original requirements, such request shall be covered by Point 10 Section 2 above.
12. **SHOW MANAGEMENT** reserves the right to cancel or postpone The Exhibition; with full refund of any revenues paid by the Exhibitor/Sponsor to SHOW MANAGMENT should operational circumstances dictate such cancellation or postponement. SHOW MANAGMENT will not be responsible for any additional costs on damages incurred by the Exhibitor/Sponsor due to this cancellation or postponement.

Signature:

Printed name:

Date:
