

# 2010 Asia Pacific Clean Energy Summit and Expo

Aug 30-Sep 2, 2010  
HAWAII CONVENTION CENTER  
HONOLULU, HAWAII



## Hawaii - Transforming to a Clean Energy Economy

Sponsor the 2nd annual Asia-Pacific Clean Energy Summit (APCES) – showcasing the world's most innovative and transformational clean energy technologies and solutions. The APCES will bring together the leading clean energy authorities in industry, government and research from North America, Asia and Europe. Through unique partnerships with the State of Hawaii, key government and military agencies, Hawaiian Electric Industries, technology suppliers and research institutions, the APCES is positioned as the premier global event for demonstrating the world's future of clean energy generation and smart grid infrastructure.

Join as a sponsor and be recognized as a leader in supporting clean energy innovation.

### Sponsorships:

#### Platinum: \$25,000

- Speaking opportunity for company executive
- Platinum sponsorship recognition in conference promotion and on-site branding
- Dedicated email distribution to delegates before and after event
- Recognition as welcome reception host
- Premier location for 20'x20' booth in technology showcase
- Full-page ad in conference program guide
- 12 conference passes

#### Gold: \$10,000

- Gold sponsorship recognition in conference promotion and on-site branding
- Prominent location for 10'x20' space in technology showcase
- Two 6' skirted tables, two chairs and wastebasket
- Full-page ad in conference program guide
- 4 conference passes

#### Silver: \$5,000

- Silver sponsorship recognition in conference promotion and on-site branding
- 10'x10' space in technology showcase
- 6' skirted table, chair and wastebasket
- 2 conference passes

#### Standard Exhibitor: \$2,500

- Listing on web site and in conference program guide
- 10'x10' space in technology showcase
- 6' skirted table, chair and wastebasket
- 1 conference pass

#### Tabletop Exhibitors: \$500

- One (1) 6-foot table for tabletop display and one (1) chair
- One booth personnel pass

### Hosted by:



### Presented by:



**CTSI**  
Clean Technology and  
Sustainable Industries  
Organization

### In Cooperation With:



### For more information, please contact

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## The 2010 Asia-Pacific Clean Energy Summit— Terms and Conditions of Participation in Event

**1. ACCEPTANCE BY ORGANIZER.** Participant's participation in the Event is subject to Organizer's approval. No contract is created until Organizer countersigns the Application. Organizer may withdraw its acceptance at any time by refunding the Total Space Fee paid if Organizer determines that Participant or its product is ineligible. Organizer makes no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venue may be modified by information provided to Participant in writing.

### 2. ASSIGNMENT AND USE OF SPACE.

**a. Benefits and License Grant.** The Total Fee includes use of the Space and any other benefits as specified in the Application or in the Exhibitor Services Manual as amended from time to time (the "Manual"). Participant grants to Organizer the right to use Participant's name and logo in connection with the promotion and production of the Event. Participant may use the Event name before and during the Event solely to promote its participation in the Event. Organizer will allow participant to review materials prior to event if feasible.

**b. Space Assignment, Use, Installation, Occupancy, and Dismantling.** Organizer will assign the Space. Organizer may reassign the Space or alter Event layout or venue at any time. The Space is for Participant's use only. Participant may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without Organizer's prior written consent. Participant must fully occupy the Space, and must provide displays, equipment, carpeting, etc., unless Organizer specifies otherwise. Any displays supplied by Participant must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with Organizer's schedule. Participant's activities must be confined within the Space, and must be in support of products or services identified on the Application and directly related to Participant's normal business activities. Organizer may refuse permission to exhibit any products or services Organizer deems objectionable or unsuitable for the Event. At the Event, Participant may not exchange goods or money without Organizer's prior written consent, nor assist any other party in soliciting business without Organizer's prior written consent.

**c. Own Risk.** Participant has sole responsibility for any loss of its equipment or proprietary information, or any other loss including any subrogation claims by its insurer. Persons visiting, viewing, or otherwise participating in Participant's Space are deemed the invitees or licensees of Participant and not of Organizer.

**d. Third-Party Contractors.** Organizer may require Participant to use designated third-party contractors to provide certain services ("Required Contractors"), and Participant must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.

**e. Other Events and Marketing.** Participant agrees that it may not use any Organizer event to leverage any other event in which Participant is a sponsor or participant, and therefore agrees that it may not, during the period from two days before until two days after (i) the Event conduct, promote, endorse, or participate in any functions, classes, seminars, exhibits, or similar marketing activities within 50 miles of any such event; other than (i) Participant's participation in the Event under this Agreement, or (ii) functions approved in writing by Organizer. During the Event, Participant may not promote its products or organization within 500 yards of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media, or (ii) as permitted by this Agreement or by Organizer in writing.

**f. Other Event Payments.** Organizer may apply any payments made by Participant under this Agreement to any obligation that is past due under any other event-related agreement between Participant and Organizer, in which case Organizer will notify Participant of such application.

### 3. COMPLIANCE WITH LAWS AND RULES/INSURANCE.

**a. Laws and Rules.** Participant must comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event, including but not limited to rules of the venue and any relevant labor union, construction of the Exhibit in compliance with the Americans With Disabilities Act or its local equivalent, and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event. Participant's conduct, and the use of names and lists captured at the Event or provided by Organizer, are subject to guidelines set forth in the Manual.

**b. Third Party Proprietary Rights.** Participant will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission.

**c. Taxes and Licenses.** Participant is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

**d. Insurance.** Participant agrees to obtain, maintain in effect throughout the Event and provide to Organizer at least thirty (30) days prior to move in to the Event a certificate of insurance showing that there is in effect a policy of a minimum of \$1 million combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, in which Organizer and the Event Providers (as defined in paragraph 6 below) are named as additional insureds. Participant agrees to obtain and maintain in effect throughout the Event workers compensation and employers liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. Participant agrees to waive the right of subrogation of its insurance carrier against Organizer and the Event Providers to recover loss sustained for real and personal property.

### 4. CANCELLATION OR TERMINATION.

**a. Cancellation.** Organizer may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Participant a pro rata portion of any space fees already paid to Organizer, after which Participant will have no further recourse against Organizer. A change in the name of the Event does not constitute a cancellation by Organizer.

**b. Termination by Participant.** Any cancellation by Participant occurring nine months or prior to the event will result in a seventy-five percent (75%) cancellation fee being owed by Participant to Organizer. Any cancellation later than nine months prior to the Event will result in 100% cancellation fee being owed by Participant to Organizer; All cancellation fees will be due immediately upon cancellation. Termination by Participant must be in writing and will be effective upon receipt by Organizer. Participant acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by Organizer for the Event, and of ascertaining damages incurred by Organizer if Participant terminates this Agreement or Participant's participation in the Event; the amounts due from Participant under this Agreement as of the effective date of any termination by Participant belong to Organizer and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

**c. Termination by Organizer.** Organizer may take possession of the Space and terminate Participant's participation in the Event upon Participant's failure to meet any obligations under the Agreement; including but not limited to Participant's failure to pay for the Space or related services, set up its Exhibit, maintain all exhibited products in good working order, or staff the Space fully, in a timely manner; or violate Organizer's standards of conduct. Any such termination is treated as a termination by Participant under this Agreement.

**5. ORGANIZER MATERIALS.** The Manual and any other methodologies or planning materials distributed to Participant related to the planning or execution of the Event ("Organizer Materials") are owned exclusively by and are confidential information of Organizer. Organizer grants to Participant a nontransferable, nonexclusive license, on an "AS IS" basis, to use such Organizer Materials solely in connection with Participant's participation in the Event. Participant is responsible for obtaining the Manual from Organizer. Upon completion of the Event or earlier termination of this Agreement, Participant promptly must return the Organizer Materials to Organizer upon Organizer's written request. Participant may use but may not sell lists of Event Participants or attendees without Organizer's prior written permission.

### 6. LIMITATION OF LIABILITY; INDEMNITY.

**a.** Under no circumstances is Organizer, the venue at which the Event is held, or any of their respective parents, affiliates, shareholders, employees, agents, officers, directors, successors and assigns (the "Event Providers") liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Participant for the Space. Organizer is not liable for any errors in any listing or descriptions or for omitting Participant from the Event show guide or other materials.

**b.** None of the Event Providers are liable to Participant for any damage, loss, harm, or injury to the person, property, or business of Participant, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation or accident.

**c.** Participant agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to (i) Participant's construction or maintenance of an unsafe Exhibit, and/or (ii) the negligence or misconduct of Participant or its agents or Participant's breach of any commitment made hereunder. Participant must maintain proper insurance coverage for its property and liability, and represents and warrants that it has obtained adequate insurance of at least \$1 million to cover its potential liability hereunder.

**d.** Participant acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of Organizer's agreement with the venue at which the Event is held.

**7. RELEASE.** Participant acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event, and agrees to execute any additional release presented by Organizer, its licensees, or permittees, in connection with such activity or to give effect to this provision. Participant hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims.

**8. MISCELLANEOUS.** When countersigned by Organizer, this Agreement will constitute the entire agreement between Participant and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this Agreement or its responsibilities to any other party. Any action arising out of this Agreement or the Event must be brought in Houston, Texas and governed by the law of that locale, exclusive of the choice of law rules of any jurisdiction, and Participant consents to the jurisdiction of such courts. Either party is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Participant may not assign this Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Participant must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Participant.

Participant Initials: \_\_\_\_\_