

## IEC TERMS & CONDITIONS

### 1. STANDARD TERMS AND CONDITIONS

This Application and Contract to participate in SPARK 2024 (“Conference”) at the Tampa Convention Center (“Show Facility”) over October 12-15, 2024 including but not limited to move-in and move out dates (“Show Dates”) shall become effective when it has been submitted by the exhibiting company accepted by the IEC. The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by IEC, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between IEC and exhibiting company (“Exhibitor”). The terms of the Agreement are as follows:

### 2. PARTNER BENEFITS

- A. Partner Designation: Strategic Partners will be listed in all applicable IEC marketing materials and collateral as a Sponsor. Partner will receive permission to use the designation logo.
- B. Sponsor Designation: Power and Circuit Sponsors will be listed in all applicable conference related materials and collateral as a Sponsor.
- C. Use of Conference Logo: Exhibitor(s) will receive permission from the IEC to use

the Conference logo, in correspondence, collateral, exhibit booth space and other onsite materials.

### 3. LIMITED LIABILITY

The liability of IEC or for any act, error or omission for which it may be held legally responsible shall not exceed the cost of any cash payment. IEC will not, in any event, be liable for consequential damages, including, but not limited to, lost income or profits. IEC will not be subject to any liability whatsoever for any failure to hold conference because of an act of God, outbreak of hostilities, insurrection, riot, civil disturbance, terrorism, government act or regulation, fire, flood, explosion, accident, theft, or any other cause beyond the reasonable control of IEC. Unintentional or inadvertent failure of either party to print, publish, or circulate the other party’s name and/or materials shall not be considered a breach of the Agreement.

### 4. NO CANCELLATION AFTER ACCEPTANCE

Exhibitor may only cancel this Agreement based on the criteria set forth after acceptance by IEC based on the criteria set for in Exhibit Rules and Regulations #5 except for break of this Agreement by IEC.

### 5. GENERAL TERMS

- A. The terms and conditions set forth in this Agreement govern the relationship between IEC and Exhibitor. Unless expressly agreed to in writing by IEC no other terms or conditions appearing in contracts, orders, insertion instructions, or otherwise that conflict with the provisions of this Agreement shall be binding on IEC.
- B. IEC shall not be bound by conditions

printed or appearing on order blanks or copy instructions that conflict with provisions of this Agreement.

C. The waiver of any provision of this Agreement shall not be construed to be a waiver of either party’s right to later require strict observation and performance of each of the provisions hereof.

D. Facsimile transmission of a copy of this Agreement bearing a signature shall be deemed to be delivery of a signed original Agreement.

### 6. SEVERABILITY

If any section or provision of this Agreement is deemed illegal by a competent court of law, all other provisions of this Agreement shall remain in force.

### 7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Exhibitor and IEC. No modification or amendment to this Agreement shall be effective unless made in writing and signed or acknowledged by the party to be bound. By completing and returning this agreement, IEC acknowledges that this document becomes a binding contract between your company and IEC. We have read, understand, and agree to all rules, regulations, and terms of this agreement that are outlined in this document.

## EXHIBIT RULES & REGULATIONS

### 1. NATURE OF EXHIBITION

IEC's objective is to showcase products and services that support our members' business electrical strategies.

### 2. ELIGIBILITY

The exhibit area is open to Exhibitors whose products and services are directly related to the electrician field. IEC reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of IEC compatible with the general character and objectives of SPARK. Application for space is not an assurance of eligibility. All applications are subject to review and IEC reserves the right to refuse any application for any reason deemed appropriate by the SPARK Conference Committee, IEC's Board of Directors and headquarters staff. IEC reserves the right to revoke membership or exhibit privileges based on intellectual property violations, unfair trade practices or other activities in the industry deemed illegal, unethical or contrary to the best interests of IEC or its sponsors. IEC reserves the right to remove, at Exhibitor's expense, any merchandise deemed by the Board of Directors as not suitable for display at SPARK. IEC reserves the right to revoke a company's exhibit agreement should the company's products and/or services be considered ineligible by the terms listed above.

### 3. EXHIBIT INFORMATION

Each 10' x 10' booth space will be set with an 8' high back drape, 36" high side dividers, a 7" x 44" one-line identification sign, (2) chairs and (1) 6' skirted table. Each 10' x 10' will also receive (2) Exhibit Only Conference badges

with their booth. Additional badges may be purchased. All exhibits are to be kept intact until the closing of the Expo Hall. No part of an exhibit shall be removed during the exposition without special permission from Show Management. Any Exhibitor who begins the dismantling of their display before the close of the show will lose their company's priority status in future SPARKs and may altogether lose the privilege of exhibiting. All freight must be removed from the Facility/Hotel by 8:00 p.m. on the day the expo hall closes. If exhibits are not removed by this time, Show Management has the right to remove exhibits and charge the expense to the Exhibitor.

### 4. BOOTH PAYMENTS

To confirm exhibit space and sponsorships, a 50% deposit payment must accompany the appropriate application & contract. Final payment is due July 14, 2024. Any application received after July 14, 2024, must have 100% payment enclosed. Full payment must be received before any space is assigned on the show floor. If any Exhibitor fails to perform any other term or condition of the contract or fails to observe and abide by these Contract Rules & Regulations, IEC reserves the right to terminate the contract immediately without refund of any monies previously paid. No space or sponsorships will be assigned without payment. Checks should be made payable to IEC and should be mailed with the application & contract for Exhibit Space and Sponsorships to:

Independent Electrical Contractors, Inc.  
PO BOX 6098  
Arlington, VA 22206  
billing@ieci.org

### 5. CANCELLATIONS AND REFUNDS

If space and/or sponsorships are canceled by the Exhibitor prior to July 14, 2024, the Exhibitor will incur an administrative fee as listed below:

- On or before July 14, 2024, 50%
- After July 14, 2024, 100%

If space is reduced, Show Management will make allocations of space guided by requirements of individual exhibitors, and reserves the right to rearrange the floor plan and/or relocate any exhibit if deemed advisable in the best interest of the show. If space is canceled by the Exhibitor, Show Management has the right to resell the space and retain all revenue collected. ALL NOTICES OF CANCELLATION OR REDUCTION MUST BE RECEIVED IN WRITING. IEC, in the event of conflicts regarding space requests or conditions beyond its control, reserves the right to rearrange the floor plan. Also, IEC may relocate any exhibit at any time with the understanding that, if the Exhibitor does not agree with such relocation, the deposit and/or full payment for exhibit space will be refunded. Any space not claimed and occupied for which no special arrangements have been made prior to 12:30 p.m., Thursday (prior to the opening of the Expo Hall), may be resold or assigned by IEC without obligation on the part of IEC for any refund whatsoever.

### 6. BOOTH CONSTRUCTION RULES

Exhibitors will be bound by the booth construction rules, which will be included in the Exhibitor Services Manual. The Exhibitor Services Manual will be emailed to the contact person provided by the Exhibitor approximately three months prior to the show. The Exhibitor will be responsible for any cost necessary to finish off the unsightly back wall

and open area behind its pop-up, and/or hard wall structure. No cartons may be stored behind the booths.

### 7. SPACE ALLOCATION PROCEDURE

Initial space assignments will be based on a first-come-first-served basis.

### 8. SUBLETTING OF EXHIBIT & PROHIBITED USES

Exhibitors are prohibited from assigning or subletting a booth or any part of the space and/or sponsorships allotted to them. Nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials which are not part of their regular products and services, or which are not compatible with the character of IEC, without a written request and approval from IEC. IEC reserves the right to terminate any portion of the exhibit that is not in accordance with these Rules & Regulations without prior approval.

### 9. INSURANCE AND LIABILITY

Neither IEC, its members, officers, representatives or employees, nor the conference Facility/Hotel, nor General Contractor's representatives, or employees, will be responsible for any injury, loss, or damage that may occur to the Exhibitor or the Exhibitor's employees or property from any cause whatsoever, prior, during, or subsequent to the period covered by the exhibit contract. It is understood by the Exhibitor that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in many booths, and various other factors, make it reasonable that each Exhibitor shall assume the risk of any such injury, loss

or damage. The Exhibitor, by signing the Application & Contract for Exhibit Space, thereby assumes such risk and expressly releases and agrees to indemnify IEC and its members, officers, representatives, and employees from any and all claims for any such loss, damage, or injury. IEC reserves the right to modify these Contract Conditions/ Rules and Regulations, or any part of them, if ordered to do so by an authorized Government official and IEC shall not be liable to any Exhibitor for any loss or damage resulting from such modifications. Perimeter guard service will be furnished, but the furnishing of security personnel shall not be deemed to affect the non-liability of IEC and its members, officers, representatives, and employees; the official service contractors; the Conference Facility/Hotel, its officers, representatives and employees; nor to modify in any way the assumption of risk and release provided for above. If insurance is desired, it must be placed by the Exhibitor. It is recommended that Exhibitors take precautionary measures of their own, such as the securing of small or easily portable articles of value and the removal of them to a place of safekeeping after exhibit hours. In the case that said premises shall be destroyed by fire or the elements or by any cause, or in the case of Government intervention regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable for IEC to hold the show at the time and place provided in the Application & Contract for Exhibit Space, then and thereupon the contract shall terminate and the Exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the show, and there shall be no further liability

on the part of either party. It is recommended that Exhibitors obtain adequate insurance coverage at their own expense for property loss or damage and liability for personal injury. If for any reason beyond IEC's control, SPARK must be canceled, shortened, delayed or otherwise altered or changed, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of IEC or its event manager, or their respective directors, officers, employees or agents. Exhibitor understands that it may lose all monies it has paid to IEC for space in the exhibition, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc.

### 10. PROOF OF INSURANCE

Exhibitors are required to maintain and to provide a certificate of insurance to Show Management on or before September 30, 2024 evidencing the following:

1. General liability with limits not less than \$1,000,000 per occurrence, \$1,000,000 aggregate
2. Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
3. Workers' compensation with state statutory limits
4. Employer's liability with limits not less than \$500,000
5. Commercial umbrella liability with limits not less than \$5,000,000
6. Personal property and equipment on a special form replacement cost basis

IEC/Innovatis Group and the Tampa Convention Center are to be listed as additional insureds on a primary and non-contributory basis with

respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitors will not be permitted to set up their booth without submitting the proper certificates.

Certificates should be sent to:

[partners@ieci.org](mailto:partners@ieci.org)

### 11. PROHIBITION OF SELLING PRODUCTS AND TAKING ORDERS FOR SHOW DELIVERY

IEC provides exhibit space for Exhibitors to display and demonstrate products on the basis of their potential informational and commercial value, and not for the purpose of direct or onsite commerce. Sales transactions involving the exchange of products for payment are prohibited.

### 12. USE OF SPACE – GENERAL

A. No Exhibitor is permitted to display or distribute literature or any promotion outside the confines of the assigned exhibit space on the Show floor. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. IEC also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at SPARK.

B. Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price) of another company.

C. No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.

D. Distribution by Exhibitors, or their agents, of

any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.

E. Any special promotions, music or stunts planned for the Show Floor, must be cleared with IEC. IEC reserves the right to designate specific days and hours during which special promotions and stunts may be conducted if they are permitted at all.

F. No animals are permitted in the Facility other than service animals.

G. Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

H. Helium or other compressed gas tanks must be properly secured to prevent toppling and must be removed from the Show floor during event hours. All items must be removed from the Facility at the close of the Show. Helium-filled balloons are allowed in the Facility only as a display and must be fastened to the booth. Balloons may not be given out within the Tampa Convention Center. Facility will assess a fee for retrieving any escaped lighter-than-air objects.

I. Attendee lists are distributed as outlined in your sponsorship agreement. Please note that no other individual or organization are authorized to market or to sell attendee lists. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Show and shall not be reproduced, transferred, or used in any other manner. In using such lists for mailings, Exhibitors must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold IEC, its directors, officers, employees,

agents, or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents, or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

J. If you are contacted by ANY company except IEC about hotel reservations for SPARK, please let Show Management know immediately. IEC shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.

K. Exhibitors are permitted to serve non-alcoholic beverages in their booth during Show Floor hours. Non-alcoholic beverages do not need to be served by a bartender, but all beverages must be ordered through the Facility's exclusive caterer.

L. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department. Food must be purchased through the exclusive caterer.

M. Exhibitors, at SPARK sole discretion, are prohibited from taking videos and photographs of any booths on the Show Floor, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that IEC, its employees, and contractors may take photographs/videos which could include images of the Exhibitor, its representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the IEC and its affiliates, the unrestricted, perpetual, worldwide, royalty-free, and transferable right and license to use (and grant others the right to use) the images



worldwide without any compensation. The Exhibitor acknowledges that IEC is the sole and exclusive owner of all rights in the images and hereby waives (a) all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use.

N. Music in the booth or at any of Exhibitor's function held in conjunction with SPARK is subject to applicable copyright and licensing fees charged by ASCAP and/or BMI. It is the sole responsibility of the Exhibitor to pay applicable fees.

O. Hanging signs are permitted in all peninsulas, modified peninsulas, split islands, and island booths to a maximum height of (18') (5.486m) to the top of the sign. Hanging signs are NOT permitted in inline booths.

P. All exhibit fixtures and booth structures are permitted to a maximum height of (20') (5.486m) in all peninsulas, modified peninsulas, split islands, and island booths.

### 13. DISPLAYS OUTSIDE EXHIBIT AREA

Absolutely no exhibits are permitted outside the Tampa Convention Center. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by IEC.

### 14. FIRE REGULATIONS

A. All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Tampa Fire Prevention Division.

B. Any Exhibitor having equipment that produces heat, smoke or open flames as an integral part of product demonstration must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations.

Such Exhibitors must receive written approval of plans from the Facility, the Tampa Fire Prevention Division and from IEC. A heat producing device form to request approval from the Tampa Fire Prevention Division is included in the Exhibitor Services Manual. C. A complete list of all fire regulations is available upon request. The Tampa Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

### 15. USE OF SPARK NAME

Participation by an Exhibitor in SPARK Annual Conference does not entitle the Exhibitor to use such names other than with reference to the Exhibitor's participation as an Exhibitor. Participation in SPARK does not imply endorsement or approval by IEC of any product, service, or participant and none shall be claimed by any participant.

### 16. GENERAL – LIGHTS, AUDIO

A. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.

B. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.

C. No strobe light effects are permitted.

D. Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.

E. Loudspeakers or operation of equipment which is of excessive sound volume to be

annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.

F. No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval by September 15, 2024.

G. Vehicles may not be displayed without prior written approval from IEC and the Facility Public Safety Department.

### 17. MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted on the Show floor at any time. Any attendees arriving with children under the age of 16 will be denied access to the Show Floor with such children without any exceptions or refunds.

### 18. RAFFLES/GIVEAWAYS

All prize giveaway announcements will be subject to IEC Show Management approval prior to the show and must be of a certain value to be considered. All other giveaways must be kept to the confines of each Exhibitor's booth. It is the responsibility of the Exhibitor to follow through with winners on in-booth prize giveaways. Please contact Show Management regarding all announcements.

### 19. CONFLICTING EVENTS

## IEC TERMS & CONDITIONS/EXHIBIT RULES & REGULATIONS

Exhibitors are prohibited from scheduling private functions, cocktail parties, hospitality suites, special events or otherwise encouraging the absence of members, exhibitors, or attendees during SPARK hours, or the hours of IEC sponsored events.

### **20. AMERICANS WITH DISABILITIES ACT (ADA)**

Exhibitors shall be responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act (ADA) and shall hold IEC harmless from any consequences of exhibiting companies who fail in this regard. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950 Pennsylvania Avenue, NW Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: [www.ada.gov](http://www.ada.gov)

### **21. INTELLECTUAL PROPERTY MATTERS**

The Exhibitor represents and warrants to IEC that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify IEC of any information of which the Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold IEC, its agents, successors and assigns harmless from and against all losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to claims

of infringement by Exhibitor of the trademarks, copyrights and other intellectual property rights of any third party. Notwithstanding the foregoing, IEC shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of an Exhibitor.

### **22. GENERAL**

All matters and questions not covered by the regulations are subject to the decision of IEC. IEC may amend these regulations at any time, and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations. In the event of any amendment or additions to these regulations, IEC will give written notice to such Exhibitors as may be affected by them. Any Exhibitor not abiding by the Rules and Regulations set forth herein will lose the privilege of exhibiting. The Rules and Regulations set forth herein will be enforced. event of any amendment or additions to these regulations, IEC will give written notice to such Exhibitors as may be affected by them. Any Exhibitor not abiding by the Rules and Regulations set forth herein will lose the privilege of exhibiting. The Rules and Regulations set forth herein will be enforced.