



Application to Participate in the National HVACR Educators and Trainers Conference

P.O. Box 521 Mt Prospect IL 60056-0521 Tel (800) 394-5268 Fax (800) 546-3726 Url escogroup.org

This application can be faxed to 800-546-3726 or emailed to jbirch@escogroup.org.

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------|-------|
| Name: | | Title: | |
| Organization: | | | |
| Address: | | | |
| City: | | State: | Zip: |
| Website: | | Tel: | |
| Mailing Address if Different from Above: | | | |
| City: | | State: | Zip: |
| Contract Contact: | | Title: | |
| Email: | | Tel: | Cell: |
| Preferred Exhibits: | | | |
| Payment Information: Check Enclosed: <input type="radio"/> Visa <input type="radio"/> MasterCard <input type="radio"/> Discover <input type="radio"/> Amex | | | |
| Card: | | Exp: | CID: |
| Cardholder Name: | | Title: | |
| Cardholder Address: | | | |
| City: | | State: | Zip: |
| Agreement: I have read and agree to all of the terms and conditions for exhibiting and agree to adhere to any provisions set forth by HVAC Excellence, the Hotel and decorator. Additionally, I understand that HVAC Excellence reserves the right to relocate exhibit spaces. | | | |
| Signature: | | Date: | |
| Attendee #1: | | Title: | |
| Email: | | Tel: | Cell: |
| Attendee #2: | | Title: | |
| Email: | | Tel: | Cell: |
| Attendee #3: | | Title: | |
| Email: | | Tel: | Cell: |
| Attendee #1: | | Title: | |
| Email: | | Tel: | |

| Qty | Item | Standard Rate | Total |
|-----|----------------------------------------------------------------------|---------------|-------|
| | Conference Sponsor | \$25,000.00 | |
| | Platinum Exhibit | \$4,500.00 | |
| | Gold Exhibit | \$3,200.00 | |
| | Silver Exhibit | \$2,050.00 | |
| | Bronze Exhibit | \$1,300.00 | |
| | Additional Exhibitor Attendee With Full Conference Rights | \$200.00 | |
| | Coffee/Refreshment Break Sponsor | Call | |
| | | | |
| | | | |
| | 2021 Exhibitor Renewing Before June 1, 2021: 10% Discount on Exhibit | | |
| | | Total | |

TERMS AND CONDITIONS The following Terms and Conditions, together with the documents referenced herein, and the event Participant Application and Contract constitute a binding agreement between HVAC Excellence (herein after referred to as HX or Show Management) and the Participating Organization (hereinafter referred to as PO).

CONTRACT FOR EVENT PARTICIPATION Completed applications must be received by all POs accompanied by payment, as specified in the application. Applications received without a wet or digital signature will not be processed.

SHOW MANAGEMENT The event is owned and managed by HX. HX, at its sole discretion, may select and designate third party products, services, and/or vendors (including hotel and hotel services) to enhance the event experience for POs and attendees. (Herein after referred to as vendors). Any matters not covered in these Terms and Conditions, or in the Terms and Conditions of any HX designated vendors, are subject to the interpretation of HX, and all POs must abide by the decision of Show Management. Show Management shall have the full power to interpret, amend, and enforce any rules and regulations, provided any amendments, when made, are brought to the notice of POs. Each PO, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto.

ELIGIBILITY By applying for event participation, the PO and all employees, agents, or representatives of said organization agree to adhere to all contract conditions, rules, and regulations set forth by HX, the Hotel or any other vendors designated for event enhancement.

SPECIAL CONCESSIONS POs of the 2021 conference will have the first opportunity to secure space for the 2022 event beginning on April 15, 2021 (based on space availability.) Applications for new POs will begin on June 1, 2021.

INSTALLATION AND DISMANTLING OF EXHIBITS (On-Site/Live Event) Show Management reserves the right to designate the time for the installation of a booth prior to the show opening and for its removal after the conclusion of the show. Under no circumstances will the addition to, or removal of, any portion of an exhibit be permitted during show hours. All booths must remain intact until the close of the show. Installation and dismantling of exhibits must occur only during the installation times designated in the official exhibit schedule, which will be provided by our designated show decorator. Early dismantling and/or removal of an exhibit may result in the loss of exhibit privileges for future shows. The Exhibit Hall hours are tentative and subject to change. If the official exhibit hall schedule changes, all POs will be notified. Each PO will complete arrangements for removal of his or her material from the Exhibit Hall in accordance with the manual provided by the show decorator. The full move-in and out schedule will be provided in this manual, no later than 60 days prior to the start of the show. The PO shall forward this information to any participating employees, agents, or representatives of said organization. Each exhibit must be fully operational and staffed during the open exhibit hours by company specialists who are qualified to discuss details of their company's products or services and who have agreed to read and abide by the terms of attending posted on the conference website. The PO will be responsible for designating an official authorized agent who will be the primary contact to work with HX, the official show decorator, and the Hotel.

FAILURE TO OCCUPY SPACE (On-Site/Live Event) Spaces not set-up or occupied within two hours prior to show opening will be forfeited by the PO. The Show Management has the right to resell, reassign, or use any unclaimed space without refund to the original PO.

ASSIGNMENT OF EXHIBIT SPACE (On-site/Live Event)

While POs will be allowed to request preferred exhibit location, exhibit space will initially be allocated based on priority points from previous participation through sponsorship and exhibiting. Exhibit space will then be allocated on a first come, first served basis. PO may be contacted if their booth preferences are not available, or conflict with another confirmed contract. HX, the hotel, or the decorator reserves the right and sole discretion to determine the location of exhibit space based on a variety of factors. HX, the hotel, and decorator also reserve the right, at any time prior to the start of the conference, to change an PO's exhibit location even if a prior location was confirmed. HX shall not be liable for any such change.

PAYMENT FOR BOOTH SPACE (On-site/Live Event) Exhibit space will be assigned to a PO once HX receives a completed contract and payment. Contracts received without full payment will be considered incomplete and booth space will not be finalized until paid in full. A monthly finance charge of 1.5 percent of the total amount due will be added to any past due accounts.

CANCELLATION (On-site/Live Event) POs may cancel or reduce their contracted space by submitting a written request to conference@escogroup.org prior to September 1, 2021. POs that cancel before September 1, 2021 will receive a refund, minus the 50% non-refundable deposit. Any PO that cancels on or after September 1, 2021 will forfeit the full cost of their exhibit space and HX will be under no obligation to provide a refund. Any unpaid balance is due at the time of cancellation.

CANCELLATION OF SPONSORSHIPS Sponsorship opportunities are limited and therefore, once committed, cannot be refunded, or cancelled.

RESALE/SUBLEASING OF EXHIBIT SPACE POs may not assign, sublease, or otherwise transfer or share all or a portion of their exhibit space with any party except a wholly owned subsidiary, a sister corporation, or a company represented by a PO, and registered as such with HX, without the express written consent of HX. This prohibition will be strictly enforced. In the event of a transfer of ownership and/or a transfer of assets of a PO, all the provisions of the Terms and Conditions set forth here within shall be binding upon and inure to the PO's successors in interest and permitted assigns.

PARTICIPATION LEVELS POs will receive exhibit space in alignment with the level chosen in the prospectus.

ARRANGEMENT OF EXHIBITS (On-site/Live Event) Any portion of an exhibit that obstructs the view, interferes with the privileges of other POs, extends beyond the designated booth space or for any reason becomes objectionable, must be immediately modified, or removed by the PO. Each PO is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions within its booth. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Show Management reserves the right to inspect the quality of the appearance of each booth prior to show opening. Where necessary, masking drape will be placed to cover unsightly wires, unfinished back walls, etc., at the PO's expense.

BOOTH DESIGN (On-site/Live Event) Each PO will be provided with a manual by the official show decorator. This manual describes in full detail, the type and arrangement of exhibit space and the standard equipment provided by Show Management and the decorator for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the manual. Sufficient area must be provided within the exhibit space for the comfort and safety of persons watching

demonstrations and other promotional activities. If, in the sole opinion of Show Management, any exhibit fails to conform to the specified guidelines in the manual, or any of the provisions set forth herein, such exhibit will be prohibited from functioning during the exhibition. POs are responsible for cleaning their booths. All exhibits must comply with the public accommodation provisions of the Americans with Disabilities Act of 1991(ADA). Any exhibit with raised flooring must be ramped. HX reserves the right to remove booth decor that is inappropriate or in any way offensive. HX reserves the right to relocate any exhibit at any time, to accommodate the hotel, fire codes, or to avoid conflict.

REFUND OF DEPOSIT IF APPLICATION IS NOT ACCEPTED

HX has the right to accept and/or refuse any PO application, for any reason. If a Participation Organization application is not accepted, HX shall notify the PO and issue a refund to said PO. No interest or other sums will be due to PO.

CONDUCT & PURPOSE OF EXHIBITS (On-Site/Live Event)

The purpose of the exhibition is to further the education of conference participants through product and service displays and demonstrations. Products or services exhibited must be pertinent to the attendees' professional interest. HX reserves the right to restrict sales activities that it deems inappropriate or unprofessional. All exhibits will be to serve the interest of improving education in the HVACR and building science fields, and will not detract from other exhibits, the exhibition, or the conference. Show Management reserves the right to request the immediate withdrawal of any exhibit it believes to be injurious to the purpose of HX or the event. Management reserves the right to refuse admission to, or eject from the exhibit building, any objectionable or undesirable person or persons. The use of sideshow tactics, suit casing, or other undignified methods considered by HX to be objectionable are expressly prohibited.

FLOOR PLANS (On-site/Live Event) All dimensions and locations cited in literature and/or shown on floor plans are believed, but are not warranted, to be accurate. HX reserves the right to make such modifications, as may be necessary, to meet the needs of the event, the PO, and exposition. Exhibits shall be arranged so as not to obstruct the general view or hide the exhibits of others.

DAMAGE TO FUNCTION SPACE (On-site/Live Event) The PO agrees to pay for any damage to the event space that occurs while using it.

STAFF REGISTRATION Each PO will receive full-access event registrations as outlined in the prospectus for event participation and in accordance with the selected event participation level (see Participation Levels). Additional registrations may be purchased at a discount, by contacting Show Management. For on-site/live events, a name badge will be issued for each full-access registration, providing access to all conference events, onsite classes, online classes, and any meals provided as part of the conference. Additionally, the badge will identify PO staff, giving individuals access to the exhibit hall during all set-up, dismantle, and regular show hours. The official conference badge must be worn whenever a representative is in the conference area. POs who select the online only participation level will designate selected staff to serve as the point of contact for attendance of the online event and/or the designated technical expert who will be providing content for the online portal. These representatives will receive an official email from Show Management and credentials for logging into the online event portal.

STORAGE (On-site/Live Event) The PO shall plan with the official show decorator of the event, for storage of packing boxes and/or crates during the exhibition. Show

Management assumes no responsibility for damage or loss of packing boxes, crates, or other stored items.

SOUND DEVICES, LIGHTING & OTHER PRESENTATION DEVICES (On-site/Live Event)

Public address, sound producing, or amplification devices that project sound must not interfere with other exhibits. Any form of attention-getting devices or presentations of any length must be conducted and contained within the limits of a PO's contracted exhibit space. Such presentations will be terminated when crowds obstruct aisles, become a safety hazard, or infringe upon another display. Show Management reserves the right to restrict the use of glaring lights or objectionable lighting effects. Show Management reserves the right to determine at what point sound or lighting effects constitute interference and must be discontinued.

HANDOUT MATERIALS, GIVE-AWAYS AND PRIZE DRAWINGS

Promotional giveaways and PO prize drawings will be permitted in the exhibit hall. All hand-out materials are expected to be of professional nature. Distribution of advertising material and souvenirs at the on-site/live event must be confined to the PO's booth. Canvassing or distribution of advertising material or souvenirs in the conference area by representatives of non-exhibiting firms is strictly forbidden. HX reserves the right to disallow any material that it believes to be inappropriate.

SOLICITATION OF POs (On-site/Live Event) No person or persons will be permitted in the exhibit hall for the purpose of soliciting advertising or exhibit space for non-HX related events without expressed written permission of Show Management.

FIRE, SAFETY AND HEALTH (On-site/Live Event) The PO assumes all responsibility for compliance with local, city, and state ordinances and regulations covering fire, safety, and health. All exhibit equipment and materials must be located within the booth. Only fireproof materials may be used in displays and the PO must take all necessary fire precautions. No combustible material will be stored in or around exhibit booths.

FOOD AND BEVERAGE (On-site/Live Event) All food and beverages served at functions associated with the event must be provided, prepared, and served by the Hotel, and must be consumed on Hotel premises. No outside food or beverages are allowed in the classroom, exhibit, or general conference area. POs may contact HX staff or the hotel catering department to inquire about food or beverages at their exhibit.

GENERAL LIABILITY, SECURITY & INSURANCE HX makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each PO must make provisions for the safeguarding of its goods, materials, equipment, and display at all times. HX will not be liable for loss or damage to the property of POs, their representatives, or employees, from theft, fire, accident, act of God, war, or any other causes. HX will not be liable for injury to POs or their employees or for damage to property in their custody, owned or controlled by them, which claims for damages, injury, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and POs will indemnify and hold HX harmless against such claim. The PO assumes all liability for any damage to the facility's floor, walls, lighting fixtures, etc. The PO will abide by and observe all laws, rules, regulations, and ordinances of any government authority and of the contracted facility. The PO will hold HX, its Board, members, staff, representatives, and the hotel harmless from any and all damages, loss or liability of any kind whatsoever resulting from injuries to persons or property occurring

within the hotel or property adjacent thereto occasioned by any act, neglect, or wrongdoing of the PO or any of its officers, agents, representatives, guests or employees, invitees or other persons permitted by the PO upon the premises, and the PO will, at its own cost and expense, defend and protect HX and the hotel against any and all such claims or demands.

SHIPPING AND DRAYAGE CHARGES (On-site/Live Events)

The PO agrees to pay any drayage fees for shipping items into or out of the Hotel or to the decorator. The PO agrees to complete all required paperwork, and properly label packages, as required by the decorator in the manual.

VIRTUAL SPONSORSHIP HX is providing online/virtual opportunities to organizations who may not be able to attend the on-site/live event. By selecting a Virtual Sponsorship agreement, POs agree to abide by all terms and conditions set forth, including deadline dates for submitting digital assets, etc. While HX will make a concerted effort to remind Virtual Sponsors of deadlines, not submitting required files and/or assets to be used for Virtual Sponsorship by the required deadline dates may result in forfeiture of the PO's inclusion in the online event. No refunds will be provided POs for non-conformity.

USE OF TRADEMARKS/LOGOS/EVENT NAME HX will be held harmless for any trademark, trade name, copyright or patent infringement of any materials belonging to or distributed by any PO. Prior to the event, POs will receive acceptable images for promoting their participation in the event. All other use of the HX name, logo, event name, etc., must be approved prior to use.

ATTENDEE LIST POs will be provided with the event attendee list as specified in the prospectus. POs agree to abide by all laws and regulations set forth for email marketing including an opt-out feature. POs shall not promote products or services that directly conflict with the products or services offered by HX or its affiliates without the expressed written consent of HX.

RELATIONSHIP Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Show Management and PO. Neither party, by virtue of these terms and conditions, is authorized as an agent, employee, or legal representative of the other. Neither party shall bind or attempt to bind the other party to any agreement or performance of any obligation, nor represent that it has any right to enter any undertaking on behalf of the other party.

PO AND AFFILIATE FACILITY USE All event space in the hotel, during the contracted event dates, is controlled by Show Management. No function space will be released to POs or other commercial firms, organizations, contractors, etc., for functions concurrent with, or conflicting with, the event without the permission of Show Management. Good taste and conformity to the purpose and mission of the event must prevail. Showing of equipment, product presentations or other gatherings of registered members, attendees, or guests of HX by POs or other companies, contractors, organizations, etc., other than on the exhibit floor, during the stated hours, is expressly prohibited.

VIOLATIONS HX may, at its discretion, take away all or part of current and future exhibiting privileges for violations of the Terms and Conditions set forth within. In addition, violation of any of these Terms and Conditions by the PO, or its employees or agents, shall, at the option of HX, forfeit the PO's right to occupy space at a live or on-site event, or participation as an Online Participant. In the event of such violation, the PO shall forfeit to HX all monies paid or due. Upon evidence of violation, HX may take possession of the space occupied by the PO and may remove all persons and

goods at the PO's risk. The PO agrees that it shall pay all expenses and/or damages HX or Show Management may incur in relation to such violations.

SEVERABILITY All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such valid agreements or covenants were not contained herein.

WAIVER The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right or of any other right hereunder.

LITIGATION EXPENSES The parties agree that, in the event litigation relating to this agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

EVENT CHANGES HX reserves the right to cancel or change this contract, cancel, or change the date(s) and time(s) of the event or relocate its conference at any time and for any reason, including, but not limited to reasonable cause, or upon events beyond its control, acts of god, terrorism, etc., which makes performance impossible or useless. If the event should be forced to relocate or reschedule, the PO shall be provided a similar financial benefit at the rescheduled event, whether in-person or online. In the event of such cancellation or relocation, no refunds will be issued after the above cancellation date, only credits towards future conferences.

The PO shall have no claim against HX for loss, damages or compensation arising from the prevention, postponement or abandonment of the event for reasons beyond the Show Management's control ("Force Majeure"). Events of force majeure shall include, but shall not be limited to, war, terrorist action, national emergency, civil unrest, labor disputes, SARS or Coronavirus (COVID-19) or other epidemic, act of government or other government agency, closure or cessation of airline services, or a building becoming unavailable as a result of fire, storm, tempest, lightning or other Act of God.

In the event that the date(s) of the event are changed to new date(s) that are within twelve (12) months of the originally scheduled opening date of the event, and/or the event is cancelled but is reasonably expected by HX to be held at any time in the next calendar year, this contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the event on the new date(s), or when it is next staged as applicable in the same way that they would have applied to the originally scheduled event. If the event is cancelled and is not reasonably expected by HX to be held at any time in the next calendar year, HX reserves the right to change the event to a virtual format, providing similar financial benefit to POs.

CONFIRMATION AND ACCEPTANCE PO application shall only be by written acceptance letter issued by HX or its assigned designee. By submitting a completed application to be a PO of an HX event, you agree to all terms and conditions set forth within.