



Foundation to the Future: *Infrastructure, Innovation, Investment*

A New York Independent System Operator Symposium

April 30, 2009 | Desmond Hotel & Conference Center | Albany, NY

EXHIBITOR CONTRACT

(Please Print)

Contact Name: _____

Company Name: _____

Booth sign to read: _____

Address: _____

City: _____ State: _____ ZIP: _____

Type of Business: _____

Phone #: (_____) _____ ext. _____ Fax #: (_____) _____

Contact Email: _____ Web Site Address: _____

Date and Signature of Contact Person or other Authorized Business Representative:

_____ Date

- All communications will be directed to the person and address indicated above unless otherwise specified.
- All exhibit space opportunities are based on availability.
- Confirmation will be sent when contract is received.
- Read carefully the attached contract terms and cancellation policy.

TO EXHIBIT:

We would like the following exhibit space: (Indicate First, Second, & Third Booth Locations from Attached Layout)

Standard Table \$1,000 _____

Premium Location Table \$1,500 _____

Fax Completed Form to: Debbie Doyle, NYISO, (518) 356-7572 · Email: ddoyle@nyiso.com or Phone: 518-356-6274

Payment for Exhibit Space

Full payment must be received by April 1, 2009, or the space will be released. Exhibit spaces are subject to availability. Checks should be made out to: "NYISO, 2009 Symposium". Payment by credit cards will be accepted for VISA and MasterCard only.

Assignment of Exhibit Space

Exhibit space will be assigned by NYISO. Space will not be held without a contract signed by an authorized company representative and full payment. Space assignments are on a first-come, first-served basis.

Exhibitor Registration

All persons who attend must register. All exhibits must have personnel present during show hours.

Cancellation of Exhibit Space/Event

Should exhibitor desire to cancel this contract, a request must be made in writing addressed to: Leigh Bullock, External Affairs, NYISO, 10 Krey Blvd., Rensselaer, NY 12144. No refunds will be made for cancellations received after April 15, 2009. Exhibitor agrees to pay the full amount of exhibit fee, plus any additional expenses incurred by NYISO; payment by exhibitor of said amounts shall relieve exhibitor of any further obligations under this agreement.

Should NYISO desire to cancel this contract or be unable to provide exhibit space or perform this contract for any reason, written notice shall be provided to exhibitor. In the event of such cancellation, NYISO agrees to refund exhibitor only the amounts paid by them to NYISO for the exhibit fee. Payment by NYISO of said amounts shall relieve NYISO of any further obligation under this agreement. Exhibitor hereby agrees that any amounts expended by exhibitor in reliance, advancement or execution of this contract, other than the exhibit fees noted in this paragraph, are solely the responsibility and obligation of exhibitor and in no instance shall NYISO be responsible for any loss incurred by exhibitor resulting from cancellation of this contract. Exhibitor agrees that failure to adhere to the stipulations stated herein on the decorum of a business exposition could result in the closing of an exhibit and/or cancellation of this contract by NYISO with no refund of any amount to exhibitor.

Rules governing exhibits

1. Exhibit space is placed on a space available basis.
2. Crowd drawing devices, such as games of chance, motion pictures, broadcasting, etc. may be employed only after approval of the NYISO.
3. Distribution by exhibitors of any printed matter, souvenirs or other articles shall be restricted to the space occupied by their booth exhibit only.

4. Throwing souvenirs, loud shouting, obstructing aisles or other exhibits, etc., will not be permitted.
5. In compliance with the Desmond Hotel, any distribution of food, beverages or alcohol must be made through the Desmond Hotel.
6. Any exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. NYISO is not responsible for any licensing fees for music played in exhibitor's booth. Sound volumes must be kept at an appropriate level as not to interfere with neighboring booths.
7. No flammable fluids or materials of any nature, including, but not limited to decorative materials, which are prohibited by national, state, or city fire regulations may be used in any booth.
8. Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company.
9. Please observe the table's general dimensions. Special allowances may be made for exhibitors at aisle ends. Your display should conform to the size of your table space and may not be arranged in a fashion that obstructs the view of, or otherwise interferes with, the exhibits of others.
10. The exchange of money cannot be allowed at the symposium. You may, however, accept orders or otherwise initiate a sale. Raffles, contests, or drawings appropriately relating to an exhibit are allowed as long as there is no entry fee.
11. Exhibitor shall maintain the exhibit space in a clean and orderly fashion.
12. Exhibitor shall not cause or allow others to cause any damage to any part of the building or exhibit space (collectively, the "exhibition premises"), including but not limited to floors, walls, columns, booth equipment or other exhibitors' property.
13. Exhibitor shall not apply paint, lacquer, adhesive or other coatings to any part of the exhibition premises, including but not limited to building columns, floors, walls, or to table equipment furnished to exhibitor.

Installation, Exhibiting, Dismantling of Exhibits

1. The exhibit area at the King Street Courtyard of the Desmond Hotel. The exhibit area will be ready for occupancy at 6:00 a.m. on Thursday, April 30, 2009. Exhibitors are required to have tables setup completed by 8:00 a.m. on April 30, 2009. All exhibits are by contract, mandated to be functional and participating throughout the show hours.

2. Exhibitors must provide all tools necessary for unpacking, setting up and re-packing their exhibits and may do their own.
3. Exhibitors are solely responsible for the delivery and shipping of their exhibits and/or any other equipment, materials or supplies. Shipments should be addressed to Desmond Hotel, Attn: NYISO Symposium, 660 Albany Shaker Road, Albany, NY 12211: telephone #(518) 869-8100
4. No exhibit may be taken down during the NYISO symposium hours. Any exhibitor who begins to dismantle or pack exhibit materials prior to the official event closing may be restricted from participating in future NYISO trade shows.

Assumption of Liability, Indemnification and Insurance

1. NYISO shall not be liable to exhibitor for any damage to or for the loss or destruction of an exhibit or the property of an exhibitor or injuries of any type from any cause to persons conducting or otherwise participating in the show or to invitees, guests or employees of exhibitor, all claims for any such loss, damage or injury being expressly waived by exhibitor.
2. Exhibitor assumes entire responsibility and shall defend, indemnify and hold harmless NYISO, its affiliates, subsidiaries, agents, assigns and employees from and against any claims, losses and damages to persons or property, governmental charges or fines and attorneys' fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or exhibit space or part thereof, including, but not limited to, exhibitor's breach of this agreement, negligence and intentionally tortious acts.
3. Exhibitor shall maintain in force during the term of this agreement the following insurance coverage:
 - Workers' compensation insurance, as required by applicable statute, and employer's liability insurance with minimum limits of \$1 million per person, applicable to the subject location and project; and
 - Commercial general liability insurance, including products and completed operations coverage, with minimum combined property damage and bodily injury limits of \$1 million per occurrence and \$2 million in the aggregate, to be written on an "occurrence" basis, cover contractual liability (with this agreement as an insured contract), and name NYISO as an additional insured on a primary and non-contributing basis.
4. The foregoing insurance policies shall provide that NYISO will be given thirty (30) days' advance written notice of cancellation or material change in coverage.
5. Exhibitor shall evidence the foregoing insurance coverage by furnishing NYISO with a Certificate of Insurance no later than thirty (30) days before the exhibition date. Exhibitor shall also provide NYISO with a copy of each insurance policy immediately upon request.

Exhibitor Hold Harmless

Exhibitor hereby expressly agrees that it will defend, indemnify and hold harmless NYISO for any and all liability under which NYISO may incur as a result of exhibitor's negligence or failure to conform to the terms of this contract.

New York Independent System Operator

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Desmond Hotel - Exhibitor Layout

Premium Tables: \$1500 (1 – 7)
Standard Tables: \$1000 (8 – 18)

