





Application  
WindEnergy Hamburg 2022  
USA Pavilion Exhibit Space  
Sept. 27-30, 2022, Hamburg,  
Germany



**Payment:**

- A deposit of \$400 (USD) **per square meter reserved** is due within 30 days of application. Checks should be made out to *McNabb Marketing Resources, Inc.*
- You will be invoiced 60 days before the event for the entire exhibit area, based on the currency exchange at that time, minus the deposit already paid.
- Cancellation policy: Up to and including Jan. 31, 2022, cancellation of exhibit space ordered is subject to a fee equal to 25% of the value of space under contract. **ON AND AFTER FEB. 1, 2022, AN EXHIBITOR WHO CANCELS WILL BE LIABLE FOR THE FULL VALUE OF THE SPACE UNDER CONTRACT AND WILL BE INVOICED FOR ANY BALANCE DUE.**
- When you are ready to submit your deposit, please use the form below. It may be mailed to us or sent by email to [bcole@mcnabbmr.com](mailto:bcole@mcnabbmr.com).

**Form of Payment:**

- Please invoice my company.
- I will send a wire transfer. *(Please call the McNabb office at 1-207-706-9121 for details.)*
- My check, made out to **McNabb Marketing Resources**, is enclosed.  
*(U.S. funds please; check must be drawn on a U.S. bank in U.S. dollars.)*
- Please charge my credit card:                      Visa                       MasterCard                       Amex   
*(check one)*

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Credit Card #:

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Exp. date (month/year):

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Cardholder's Name:

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Signature:

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Card ID Number\*:

*\*The Card ID Number is the 3-digit number located on the back of your Visa or MasterCard, usually at the top of the signature strip. For American Express cards, look for the 4-digit number printed on the front of your card. You will find this number in small type above your credit card's main number on either the left or right side.*

**Return this completed application with required payment to:**

McNabb Marketing Resources  
P.O. Box 418  
Rockport, ME 04856

Tel: 1-207-706-9121  
[jcole@mcnabbmr.com](mailto:jcole@mcnabbmr.com)  
[bcole@mcnabbmr.com](mailto:bcole@mcnabbmr.com)

**Terms and Conditions  
WindEnergy Hamburg 2022**

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**1. Management and Exhibitor.** The term "Management" as used herein shall define the personnel and agents of McNabb Marketing Resources, Inc., who are acting as agents for Hamburg Messe und Congress GmbH to produce this event. The term "Exhibitor" shall define the company and its personnel and agents electing to participate in the exposition. Once Exhibitor has executed this agreement by means of a signature, all terms shall become binding.

**2. Exhibiting Companies and Products.** Management has the sole right to determine eligibility for a product or a company in its exposition. Management shall have the right to change the location of assigned space for an Exhibitor. Exhibitor agrees not to assign or sublet its space allotted. Exhibitor may display or advertise only goods and services normally manufactured or offered in the course of its business.

**3. Exhibit Space Rules and Contractor Services.** Management shall have the right to establish rules for the show and the use of exhibit space covered by this agreement, including but not limited to the rules published by the event organizer. Management shall have full discretion and authority as to the placement of all decorations, signage, and display items. Management may require the replacement or redecorating of an item, display, or stand, and no costs shall accrue to Management because of such necessity. Exhibitors are responsible to cover or fix all areas Management may consider unsightly, at Exhibitor's expense. Should an Exhibitor not be finished with installation as specified in the show rules, Management may take steps to finish said installation at Exhibitor's expense. Should Exhibitor fail to follow Exposition deadlines for installation in terms of occupying the agreed-upon stand space, Management shall repossess said space and Exhibitor forfeits all claims to it and all monies paid. No Exhibitor shall have the right to dismantle, unpack, or vacate a stand prior to the end of the official show hours without the express written permission of Management. Management reserves the right to amend and enforce Exposition regulations as it deems proper to assure the success of the event. Management has selected an "Authorized Contractor" and the use of its services by Exhibitors is highly encouraged.

**4. Exhibitor Stand Selection,** if later downsized, may result in a move by the show management to an available stand in the smaller size.

**5. Attendance.** All Exhibitors agree to staff their stand(s) during Exposition hours.

**6. Enjoyment of Reasonable Business Environment.** Management reserves the right to restrict stand size, noise, characters, lights, entertainment, and methods of operation that it deems objectionable. Any behavior or equipment that Management finds to detract from the general appearance and intention of the Exposition may be grounds for eviction. Exhibitors are encouraged to check with Management before the Exposition regarding any item that Management might find objectionable.

**7. Fees and Deposits.** Exhibitor is responsible for timely submittal of fees as required in the application. Should Exhibitor delay payments, Management shall have the right to repossess any assigned space after notifying Exhibitor in writing of the intent to do so. In the event of default by Exhibitor, Exhibitor remains responsible for payments due and assumes the responsibility for all enforcement costs incurred by Management in collecting such fees.

**8. Exhibitor Cancellation or Nonpayment.** See Application.

**9. Liability and Insurance.** All property of Exhibitor remains under its care, custody, and control in transit to and from the exhibit hall, during installation and removal, and while it is within the confines of the exhibit hall. Neither Exhibit Management, Hamburg Messe und Congress GmbH, the owners or management of the exhibit hall, nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes, and Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management, Hamburg Messe und Congress GmbH, the owners or management of the Exhibit Hall, or their agents or employees. Exhibitor agrees to obtain the following insurance during the dates of the Exhibition, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to Exhibit Management if requested: (a) Commercial general liability insurance coverage including protective and contractual liability for bodily injury and property damage; (b) Employer's liability insurance; (c) Worker's Compensation/Occupational Disease coverage in full compliance with federal and state laws; (d) Comprehensive General Liability Automobile insurance.

**Hold Harmless and Indemnification.** Exhibitor hereby agrees to indemnify, defend, and protect Exhibit Management, the owners and managers of the exhibit hall, and Hamburg Messe und Congress GmbH against, and hold and save Exhibit Management, the owners and managers of the exhibit hall, and Hamburg Messe und Congress GmbH harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney fees, and expenses of whatever kind or nature that might result from or arise out of any action or failure to act of Exhibitor or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage or loss to property, or from or out of any damage, loss, harm, or injury to the person of Exhibitor or any of its officers, agents, employees, or other representatives.

**10. Exposition Hours and Exhibitor Activities.** Management shall have the authority to set event hours, which may change upon notice to Exhibitors. Distribution of Exhibitor literature and materials is limited to the confines of Exhibitor stand space.

**11. Music Licensing.** Exhibitors are solely responsible to obtain the necessary licenses for all usage of music or video, and all costs for such licenses are the responsibility of Exhibitor.

**12. Compliance.** Exhibitor assumes all responsibility for compliance with federal and local codes and all laws related to public safety, as well as facility regulations. Exhibitor is responsible to meet all requirements of the Americans with Disabilities Act. Wiring and decorating materials must all conform to local codes and fire regulations. Exhibitor assumes the responsibility to ascertain that all codes and laws have been met, including issues related to facility services.

**13. Cancellation or Termination of the Exposition.** In the event that the Exposition is unable to operate, in the sole determination of Management, whether due to acts of God, war, illness, public safety, strike, civil commotion, picketing, fire, or state of emergency, or by reason of any other occurrence not under the control of Management, or otherwise, Management may cancel, postpone or terminate the Exposition. In the event of such cancellation, postponement, or termination, Exhibitor waives any and all claims Exhibitor may have against Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims, Exhibitor's pro rata share of the total amount paid by all Exhibitors, excluding deposits, less all costs and expenses incurred by Management in connection with the Exposition.

**14. Miscellaneous.** Management makes no representations or warranties as to the condition of the Exposition Facility, Contractors, or Subcontractors involved or the success of Exhibitor's efforts for which the exhibit space is to be used. This Application and these Terms and Conditions represent the sole and entire agreement between Management and Exhibitor and supersede all prior agreements and discussions. The provisions set forth are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. Management shall use all reasonable efforts to properly manage installation and the event itself. Management shall not be held liable for late installation or power or services interruptions that may occur.