



**SPE Annual Technical Conference and Exhibition  
4-7 October 2009 • New Orleans, Louisiana**

**Retain pink copy for your files**

**Priority number deadline for space assignments:  
23 January 2009**

**APPLICATION/CONTRACT FOR EXHIBIT SPACE**

This is an application for exhibit space at the 2009 SPE Annual Technical Conference and Exhibition in New Orleans, Louisiana, which will become a binding contract if the potential exhibitor satisfies SPE exhibitor requirements and if such application is accepted by SPE. We, the undersigned company (the "Exhibitor") hereby make application to participate as an Exhibitor in the 2009 SPE Annual Technical Conference and Exhibition to be held at the New Orleans Morial Convention Center, 4-7 October 2009. We request SPE to reserve exhibit space for our use at this Exhibition. We understand that specific booths will be assigned, to the extent available, based on the existing Priority Number System, and then on a first-come, first-served basis.

<b>Preferred Booth Locations</b> All 5 Preferred Booth Locations must be completed. If all 5 locations are not complete, exhibitor forfeits the right to be contacted if selections are no longer available. In such case, SPE reserves the right to place the exhibitor in a like configuration in the best available location.	<b>Space Requirements</b> (Minimum 100 sq. ft.)  Depth _____ x Frontage _____ = _____ Total square feet		
1.	<b>Requested Exhibit Configuration</b>  • All booths in increments of 10' x 10'. • Island booths minimum of 20' x 20'. • Exhibit space configuration must be acceptable to SPE.  <input type="checkbox"/> Standard (Linear) <input type="checkbox"/> Island <input type="checkbox"/> Perimeter (Linear) <input type="checkbox"/> Peninsula	<b>Calculate Cost</b>	
2.		Total sq. ft. requested _____ x \$25.00 per sq. ft. = US\$ _____	
3.		Total exhibit space cost = US\$ _____	
4.		Minimum 25% deposit due with contract = US\$ _____	
5.		100% due on or before 15 May 2009 = US\$ _____	

**Payment by credit card – Fax to +1.866.491.7171 – This is a secure fax**

<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Diners Club	CREDIT CARD NUMBER	EXP. DATE
NAME AS IT APPEARS ON CARD	AUTHORIZED SIGNATURE ( <b>Must sign contract bottom also</b> )	AMT. OF CHARGE
BILLING ADDRESS OF CHARGE	PROCESS BALANCE ON CREDIT CARD ON 15 MAY 2009 <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Payment by check:** Please make checks payable to Society of Petroleum Engineers in US funds and mail to:

Society of Petroleum Engineers 222 Palisades Creek Drive, Richardson, TX 75080 USA	Telephone: +1.972.952.9393	Facsimile: +1.972.952.9435
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**Exhibitor Information**

EXHIBITING COMPANY				
MAILING ADDRESS		CITY/STATE/PROVINCE		ZIP/POSTAL CODE
COMPANY PHONE NUMBER		COMPANY FAX NUMBER		COMPANY WEB ADDRESS
PRIMARY CONTACT (will receive show mailings)	TITLE	PHONE NUMBER	CELL PHONE NUMBER	EMAIL ADDRESS
MARKETING CONTACT	TITLE	PHONE NUMBER	CELL PHONE NUMBER	EMAIL ADDRESS
CORPORATE DIVISIONS (NOT PRODUCT LINES) TO BE LISTED IN THE OFFICIAL PROGRAM (Attach separate sheet if necessary)				
NAMES OF COMPANIES FROM WHOM WE DESIRE BOOTH SEPARATION (Attach separate sheet if necessary)				

**ACCEPTED BY EXHIBITOR – SIGNATURE REQUIRED**

**ACCEPTED BY SPE**

EXHIBITOR AUTHORIZED REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_ SPE EXHIBITS MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

By signing the Application/Contract for exhibit space, exhibitor agrees to the terms, provisions and conditions stipulated on the reverse side of this contract. This Application/Contract for exhibit space must be signed by an Exhibitor Authorized Representative before exhibit space will be allocated. The individual signing this agreement warrants that he/she has the authority to contractually bind the organization for exhibit space.

**FOR SPE MANAGEMENT USE ONLY**

Company #	Priority #	Contract Received	Deposit Received
Assigned Booth #	T.S.F.	Dimensions	Check No.

Member:



# 2009 SPE Annual Technical Conference and Exhibition Terms and Conditions

<p><b>1. PROVISIONS</b></p> <p>A. The individual signing this agreement warrants that he/she has the authority to bind contractually the organization applying for exhibit space. The individual signing this agreement also warrants that the product sought to be exhibited qualifies for the exhibition. If SPE later determines that such product in fact does not qualify for the exhibition, SPE can cancel the space and contract without any refunds.</p> <p>B. SPE may be held liable for loss, injury, or damages sustained by exhibitor or exhibitor's personnel (i.e., exhibitor's agents, servants, invitees, guests or employees) only to the extent such loss, injury or damages are solely caused by the negligence or willful misconduct of SPE or its agents or employees, and not otherwise.</p> <p>C. SPE shall not be responsible for any loss of business, loss of profits, injury, damage or expense, of whatever nature that the Exhibitor may suffer due to event cancellation as a result of conditions that render the event impracticable. Causes of impracticability include, but without limitation: casualty, explosion, fire, lightning, utility interruption, flood, weather, epidemic, hurricane, tornado, earthquake or other Acts of God, or any law, ordinance, rule or regulation, acts of public enemies, strikes, riots or civil disturbances.</p> <p>D. The Exhibitor hereby agrees to defend, indemnify, and hold harmless SPE and its agents and employees with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including reasonable attorney fees) which SPE and its agents or employees may suffer or be subject to, and which are in any way connected with the Agreement or the presence by the Exhibitor or Exhibitor's personnel at the Exhibition; provided, however, that the Exhibitor's duty to indemnify and hold harmless shall not extend to such claims, suits, damages, liabilities, losses, expenses, and costs (including any of the foregoing resulting from SPE's own negligence, including reasonable attorney fees) as are solely caused by the negligence or willful misconduct of SPE or its agents or employees.</p>	
<p><b>2. CONTRACT</b></p> <p>The following provisions, plus any additions and amendments (including Exhibit Regulations and the Exhibitor Services Manual) thereto that may hereafter be established by SPE, become binding upon acceptance of this contract between the Exhibitor, its employees and agents and SPE.</p>	<p><b>7. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE</b></p> <p>A. Exhibit space is equally priced at \$25.00 per square foot for indoor space (minimum reservation 100 square feet).</p> <p>B. Standard booth draping (8-ft. high back wall and 3-ft. side rails) and identification sign (7x44 inch) listing company name, city, state and booth number will be provided to all linear booths. Any additional draping used must comply with show color scheme and the published fire safety regulations.</p> <p>C. Crated shipments, machinery, or equipment delivered to the Convention Center by trucks (other than vans) will be handled as outlined below and further detailed in the Exhibitor Services Manual as part of exhibit space rental fee:          - Before Exhibition: truck unloading, delivery to booth and crate storage          - After Exhibition: crate return to booth, crate removal and reloading</p> <p>D. Nightly vacuuming of the exhibit booth for indoor space only is included in the space rental fee. Additional cleaning services are available as outlined on the Special Cleaning Form included in the Exhibitor Services Manual.</p> <p>E. Five Complimentary Exhibitor Registrations per 100 square feet of exhibit space will be allotted to each contracted company for purposes of registering booth personnel.</p> <p>F. Company listing in official Conference Program.</p> <p>G. SPE will carpet all major aisles.</p>
<p><b>3. CHARACTER</b></p> <p>Sponsored by the Society of Petroleum Engineers (SPE), the Annual Technical Conference and Exhibition (the Exhibition) is undertaken primarily for the technical education of its members. To provide the best possible atmosphere to discuss the technical application of the equipment and services displayed, each exhibitor agrees as follows:</p> <p>A. To exhibit only products which it manufactures, represents or distributes, which comprise of materials, equipment, apparatus, systems, services and other component products applicable to advancing the engineering and scientific knowledge and development of energy resources and environment.</p> <p>B. To display such products or services in a tasteful manner so as to describe and depict the advantages of using such products or services.</p>	<p><b>8. CHANGE OF FLOOR PLAN OR SPACE ASSIGNMENT</b></p> <p>SPE reserves the right to change the floor plan design without notice. SPE may also move an exhibitor to another location prior to or during the show, if such change is deemed to be in the overall best interest of the exhibition by SPE.</p>
<p><b>4. PAYMENTS/CANCELLATIONS/SPACE REDUCTION</b></p> <p>A. Applications for space received by 23 January 2009 must be accompanied by a minimum 25% deposit. Space application without required payment will delay assignment.</p> <p>B. Payment in full for exhibit space is due by 15 May 2009. Applications received after 15 May 2009 must include full payment for the size booth requested. Space applications received without required payment will not be processed. SPE reserves the right to cancel and reassign any exhibit space for which an invoice remains unpaid for more than thirty (30) days after invoice due date. No exhibitor will be allowed to begin move-in operations nor be listed as an Exhibitor in the Conference Program until full payment and a duly executed contract has been received by SPE.</p> <p>C. After space has been confirmed and accepted, a reduction in space is considered a cancellation and will be governed by the same policies as outlined below. Reduction in space can result in relocation of exhibit space at the discretion of SPE.</p> <p>D. Should an exhibitor cancel from the Exhibition, the following shall apply:</p> <ol style="list-style-type: none"> <li>1. If an exhibitor cancels between time of application and initial March 2009 space assignment date, the exhibitor will receive a full refund.</li> <li>2. If an exhibitor cancels/reduces between initial March 2009 space assignment date and 15 May 2009, the exhibitor will be assessed a cancellation penalty equal to 25% of the total cost of contracted exhibit space.</li> <li>3. If an exhibitor cancels/reduces after 15 May 2009, the exhibitor will be assessed a cancellation penalty equal to 100% of the total cost of contracted exhibit space.</li> <li>4. If an exhibitor cancels/reduces after 15 May 2009 with an outstanding balance due, the exhibitor remains responsible for the entire balance due, plus reasonable attorneys fees to collect. Exhibitor will not be permitted to participate in future SPE events until all outstanding balances are collected.</li> <li>5. No refunds will be processed after 15 May 2009.</li> </ol> <p>E. No cancellation shall be acknowledged unless received in writing by SPE. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.</p> <p>F. Upon exhibitor notification of cancellation, SPE has the right to resell the space vacated.</p> <p>G. <b>No show ruling:</b> If an exhibitor fails to utilize the exhibit space and/or the space is vacant at the time of the published deadline for completion of installation, SPE reserves the right to consider the space to be cancelled and vacated. All requests for installations beyond the published installation completion deadline must be submitted to SPE in writing. Approval of late installation requests are at the discretion of SPE. Should SPE not be notified in writing, SPE reserves the right to resell the cancelled space and the contract will become null and void.</p>	<p><b>9. INSURANCE</b></p> <p>Insurance for fire, property, public liability, and theft must be taken out by each exhibiting company at its own expense. The insurance is to cover the full period of occupancy of the premises by the exhibitor, its agents and employees.</p>
<p><b>5. EXHIBIT SPACE ASSIGNMENTS</b></p> <p>A. Exhibit space is assigned based on the SPE Priority Point System, then on a first-come, first-served basis. SPE shall assign the exhibit space for the period of the 2009 Exhibition only and does not imply that the same or similar space will be held or offered for future shows. SPE reserves the right to determine the eligibility of any company or product for inclusion in the exhibition.</p> <p>B. Upon official space assignment, exhibitor will receive a Booth Confirmation Notice. Exhibit space assigned shall be deemed accepted by exhibitor unless reflected in writing to SPE.</p>	<p><b>10. EXHIBITOR SERVICES</b></p> <p>Approximately 3 months from the Exhibition, SPE will provide an online Exhibitor Services Manual. The Exhibitor Services Manual will include information integral to participate at the Exhibition. To Ensure the continuation of a smooth installation, dismantling and operation during the Exhibition, Official Contractors will be appointed. A complete listing of Official Contractors is provided in the Exhibitor Services Manual.</p>
<p><b>6. SUBLETTING SPACE</b></p> <p>No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, nor exhibit therein, nor permit any other person or party to exhibit therein, any other goods, apparatus, etc., not manufactured or distributed by the exhibitor in the regular course of business except upon prior written consent of SPE.</p>	<p><b>11. LEAD/DATA RETRIEVAL SYSTEMS</b></p> <p>Exhibitor understands and agrees that in exchange for its payment, it will receive solely the right to use the exhibit space. Exhibitor may use the Official Contractor for Lead/Data Retrieval System to collect information regarding persons who visit its exhibit space. The information collected with the Lead/Data Retrieval System, however, is for the sole use of the company or business organization that collects it. Exhibitor understands and agrees that, under the terms of its license, it may not attempt to develop a compilation of attendees and/or other participants of the SPE Annual Technical Conference and Exhibition by exchanging any lead information collected at the Conference with other attendees, exhibitors, and/or participants at the Conference. Exhibitor understands and agrees that the compilation of attendees and/or other participants of the Conference is the sole property of SPE and that the SPE Annual Technical Conference and Exhibition offers that compilation for sale. Exhibitor agrees that it will not use any lead data collected at the Conference to attempt to develop a compilation of attendees and/or other participants that would be competitive to, or could be used in lieu of, the compilation that SPE offers for sale.</p>
<p><b>12. HOSPITALITY EVENTS</b></p> <p>Exhibitors are encouraged to hold hospitality events during ATCE. However, exhibitors are <b>prohibited</b> from holding these events (whether on-site or off-site) during official show hours or official show events. Official show events include, but are not limited to, the Sunday Welcome Reception, Monday Happy Hour and Annual Awards Banquet, Tuesday Expo Luncheon and Expo Reception, and Wednesday's President's Luncheon. A complete listing of official show events is provided in the Exhibitor Services Manual.</p>	<p><b>13. AMENDMENTS</b></p> <p>Any and all matters and questions not specifically covered by the articles in this Contract or in the official Exhibit Regulations shall be subject to the decision of SPE and may be amended at any time by SPE in the overall best interest of the Exhibition and notice thereof shall be binding on the exhibitors equally with the foregoing in this Contract.</p>