



**SPE Annual Technical Conference and Exhibition**  
**20-22 September 2010 • Florence, Italy**

**APPLICATION/CONTRACT FOR EXHIBIT SPACE**

**Retain pink copy for your files**  
**Fax Contracts to: 1-866-491-7171**

**Priority number deadline for space assignments:**  
**18 December 2009**

This is an application for exhibit space at the 2010 SPE Annual Technical Conference and Exhibition in Florence, Italy, 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 2010 SPE Annual Technical Conference and Exhibition to be held at the Firenze Fiera Congress and Exhibition Center, 20-22 September 2010. 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>		<b>Space Requirements</b> Minimum 9 sq. meters (97 sq. ft.)	
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.		Depth _____ x Frontage _____ = _____ Total square meters	
1.		<b>Requested Exhibit Configuration</b>	
2.		All linear space includes Tiziano stand package	
3.		<input type="checkbox"/> Standard (Linear)	
4.		<input type="checkbox"/> Island (Space Only—minimum 36 sq. meters)	
5.		<b>Calculate Cost</b> 20% VAT will be added to the total cost of exhibit space	
		Total sq meters requested – Space only _____ x 365€ per sq. meter = _____ €	
		Total sq meters requested – Stand Package _____ x 410€ per sq. meter = _____ €	
		Total exhibit space cost = _____ €	
		20% VAT = _____ €	
		Subtotal = _____ €	
		Minimum 25% deposit due with contract = _____ €	
		100% due on or before 2 April 2010 = _____ €	

<b>Exhibitor Information</b>				
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)				

<b>Payment by check:</b> Please make checks payable to Newtours S.p.A in Euros and mail to:		
Newtours S.p.A. Via A. Righi, 8 50019 Sesto F.no – FI - Italy	Telephone: +39-055-3361-1 <b>For Payment Only</b>	Facsimile: +39-055-3033-895 <b>For Payment Only</b>

**For payment by wire transfer,** contact bkatz@spe.org for bank details

**For payment by credit card,** please use the accompanying Credit Card Authorization Form

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.

**ACCEPTED BY EXHIBITOR – SIGNATURE REQUIRED**

**ACCEPTED BY SPE**

\_\_\_\_\_  
 EXHIBITOR AUTHORIZED REPRESENTATIVE      DATE

\_\_\_\_\_  
 SPE EXHIBITS MANAGER      DATE

**Fax Contracts to: 1-866-491-7171**

<b>FOR SPE MANAGEMENT USE ONLY</b>			
Company #	Priority #	Contract Received	Deposit Received
Assigned Booth #	T.S.F.	Dimensions	Check No.

# 2010 SPE Annual Technical Conference and Exhibition Terms and Conditions

## 1. PROVISIONS

- 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.
- 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.
- 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.
- 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.

## 2. CONTRACT

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.

## 3. CHARACTER

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:

- 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.
- 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.

## 4. PAYMENTS/CANCELLATIONS/SPACE REDUCTION

Newtours has been appointed Official Organizing Partner for ATCE 2010. As such Newtours will be recipient on behalf of SPE of all exhibit sponsorships and collecting all payments related to the ATCE 2010 exhibition, including exhibit services, furnishing and all other aspects related to the exhibition and issuing the relevant invoices.

- A. Applications for space received must be received by 18 December 2009 to be included in the initial priority space assignments. A minimum 25% deposit in Euros must be received by Newtours S.p.A. prior to assignment of space.
- B. Payment in full in Euros for exhibit space is due by 2 April 2010. Applications received after 2 April 2010 must have full payment in Euros remitted to Newtours before space can be confirmed. 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 in Euros is received by Newtours and a duly executed contract has been received by SPE.
- 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.
- D. Should an exhibitor cancel from the Exhibition, the following shall apply:
1. If an exhibitor cancels between time of application and initial January 2010 space assignment date, the exhibitor will receive a full refund in Euros.
  2. If an exhibitor cancels/reduces between initial January 2010 space assignment date and 2 April 2010, the exhibitor will be assessed a cancellation penalty in Euros equal to 25% of the total cost of cancelled/returned exhibit space.
  3. If an exhibitor cancels/reduces after 2 April 2010, the exhibitor will be assessed a cancellation penalty in Euros equal to 100% of the total cost of cancelled/returned exhibit space.
  4. If an exhibitor cancels/reduces after 2 April 2010 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.
  5. No refunds will be processed after 2 April 2010.
- 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.
- F. Upon exhibitor notification of cancellation, SPE has the right to resell the space vacated.
- G. **No show ruling:** 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.

## 5. EXHIBIT SPACE ASSIGNMENTS

- 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 2010 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.
- 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.

## 6. SUBLETTING SPACE

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.

## 7. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE

- A. Minimum linear space sold is 9 square meters.
- B. All linear space includes Tiziano stand package.
- C. Tiziano stand package includes: carpet, 1 round table, 2 chairs, 1 reception counter, 4 100W spotlights, 1 1300W sockets, plus additional features outlined in accompanying page.
- D. Five Complimentary Exhibitor Registrations per 9 square meters of exhibit space will be allotted to each contracted company for purposes of registering booth personnel.
- E. Company listing in official Conference Program.
- F. SPE will carpet all major aisles.
- G. A copy of the CD Proceedings will be mailed to the exhibits contact after the event.

## 8. CHANGE OF FLOOR PLAN OR SPACE ASSIGNMENT

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.

## 9. INSURANCE

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. **Additional information regarding insurance and special permits will be included in your Exhibitor Services Manual.**

## 10. EXHIBITOR SERVICES

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.

## 11. LEAD/DATA RETRIEVAL SYSTEMS

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.

## 12. HOSPITALITY EVENTS

Exhibitors are encouraged to hold hospitality events during ATCE. However, exhibitors are **prohibited** 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, 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.

## 13. AMENDMENTS

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.