



**SPE North America Artificial Lift Conference
and Exhibition
October 25-27, 2016 ♦ The Woodlands, TX
Exhibit Space Agreement**

This is an application for exhibit space at the SPE North America Artificial Lift Conference and Exhibition, in The Woodlands, TX ("Event"), which will become a binding agreement ("Agreement") if the potential exhibitor satisfies the Society of Petroleum Engineers ("SPE") exhibitor requirements and if such application is accepted by SPE. We, the undersigned company (the "Exhibitor") hereby makes application to participate as an exhibitor in the Event. We request SPE to reserve exhibit space for our use at the Event. We understand that specific booths will be assigned, to the extent available, on a first-come, first-served basis.

Preferred Booth		Space Requirements (Minimum 100 sq. ft.)			
All 3 Preferred Booth locations must be completed. If all 3 choices 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 feet			
1.		Requested Exhibit Configuration		Total sq. ft. _____ X USD 28 ____ per sq. ft. = USD _____	
2.		<ul style="list-style-type: none"> All booths in increments of 10'x10' Island/peninsula booths minimum of 20'x20' Exhibit space configuration must be acceptable to SPE. Which is more important to you <ul style="list-style-type: none"> <input type="checkbox"/> Corner <input type="checkbox"/> Location 		<p align="center">100% due with contract</p> <p align="right">= USD _____</p>	
3.					
<input type="checkbox"/> Standard (Linear) <input type="checkbox"/> Perimeter (Linear) <input type="checkbox"/> Island <input type="checkbox"/> Peninsula					
Exhibitor Information		Purchase Order # (if applicable)			
EXHIBITING COMPANY NAME		COMPANY PHONE NUMBER		COMPANY FAX NUMBER	
MAILING ADDRESS		CITY		STATE/PROVINCE	
PRIMARY CONTACT NAME (RECEIVES SHOW MAILINGS/EMAILS)		JOB TITLE		DIRECT PHONE NUMBER	
				CELL PHONE NUMBER	
				EMAIL ADDRESS	
SECONDARY/MARKETING CONTACT NAME		JOB TITLE		DIRECT PHONE NUMBER	
				CELL PHONE NUMBER	
				EMAIL ADDRESS	
CORPORATE DIVISIONS (NOT PRODUCT LINES) TO BE LISTED IN OFFICIAL PROGRAM (ATTACH SEPARATE SHEET IF NECESSARY)					
NAMES OF COMPANIES FROM WHOM WE DESIRE BOOTH SEPARATION (ATTACH SEPARATE SHEET IF NECESSARY)					
DESCRIPTION OF PRODUCTS AND/OR SERVICES TO BE DISPLAYED					
Provisions					
<p>A. <u>Authority and Qualification.</u> The individual signing this Agreement agrees and warrants that (i) he/she has the authority to bind contractually the organization applying for exhibit space and (ii) the product brought to be exhibited qualifies for the exhibition. If at any time, SPE determines, in its sole discretion that the product does not qualify for the exhibition, SPE can cancel the space and Agreement without any refunds and liability to Exhibitor.</p> <p>B. <u>Agreement.</u> These provisions, the additional provisions attached hereto, any 2015 Artificial Lift Conference – North America Exhibit Regulations and the Exhibitor Services Manual, including any additions and amendments thereto that may hereafter be established by SPE, are part of this Agreement and become binding upon Exhibitor, its employees and agents, upon acceptance of this Agreement by SPE. Any and all matters and questions not specifically covered by the provisions in this Agreement or in the official Exhibit Regulations shall be subject to the sole discretion of SPE and may be amended at any time by SPE in the overall best interest of the Event and, upon notice thereof, shall be binding on Exhibitor equally with the other provisions in this Agreement.</p>					
Accepted by: X _____		Date _____		Date _____	
Signature of Exhibitor Authorized Representative				SPE Exhibits Manager	
FOR SPE MANAGEMENT USE ONLY					
Company #		Priority #		Date Contract Received:	
Assigned Booth #		T.S.F.		Dimensions:	
				Credit Card Amount \$	
				Date to Finance:	
Payment by check: Please make checks payable to Society of Petroleum Engineers in USD and mail to address below:					
Society of Petroleum Engineers 222 Palisades Creek Drive Richardson, TX 75080 USA		Sales Manager, Americas Sales Representative Sales Representative Sales Representative		Joan Payne jpayne@spe.org Kirk Colligan kcolligan@spe.org Jason Plotkin jplotkin@spe.org Jennifer Palladina jpalladina@spe.org	
				Telephone: +1.972.952.9356 Telephone: +1.972.952.9516 Telephone: +1.713.457.6877 Telephone: +1.713.457.6827	
				Secure Facsimile: +1.866.491.7171 Outside the US +1.972.952.9435 Website: www.spe.org	
Credit Card Information					
<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS		CREDIT CARD NUMBER		SECURITY CODE (on back of card)	
BILLING ZIP/POSTAL CODE		EXPIRATION DATE		AMOUNT OF CHARGE \$	
NAME AS IT APPEARS ON CARD		TELEPHONE		AUTHORIZED SIGNATURE	

SPE North America Artificial Lift Conference and Exhibition

Exhibition Terms and Conditions

1. CHARACTER; RESERVATION OF RIGHTS

- a. **Character.** Sponsored by the Society of Petroleum Engineers (SPE), the Event 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 to (i) exhibit only products which it manufactures, represents, or distributes, which comprise materials, equipment, apparatus, systems, services, and other component products applicable to advancing the engineering and scientific knowledge and development of energy resources and environment and (ii) display such products or services in a tasteful manner so as to describe and depict the advantages of using such products or services.
- b. **SPE Rights.** SPE reserves the right, in its sole and unfettered discretion, to: (i) determine the eligibility of Exhibitors, exhibits, and products displayed for the Event; (ii) reject, prohibit, or remove exhibits or Exhibitors which SPE considers objectionable, inappropriate, disruptive, or offensive to SPE, other Exhibitors, or Event attendees; (iii) change or modify the layout of the Event and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Event due to an event beyond the reasonable control of SPE—including, but not limited to, 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 ("Force Majeure Event"); (v) change, within reasonable limits, the date, location, and duration of the Event; without any liability to SPE (vi) from time to time to establish and amend or modify any regulations governing use of the facility and the Event; and (vii) determine whether an Exhibitor has violated any Exhibit Regulations or other Exhibit rules.

2. PAYMENTS/CANCELLATIONS/SPACE REDUCTION

- a. SPE reserves the right not to assign any exhibit space for which an invoice for ANY SPE event remains unpaid for more than thirty (30) days after invoice due date.
- b. **Full Payment.** Applications 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. Exhibitor will not be allowed to begin move-in operations or be listed as an Exhibitor in the Conference Program until full payment and a duly executed Exhibit Space Agreement have been received by SPE.
- d. **Reduction in Space.** 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.
- e. **Cancellation.** Should Exhibitor cancel from the Exhibition, the following shall apply:
1. If Exhibitor cancels within **one week of the day space was assigned**, Exhibitor will receive a full refund.
 2. If Exhibitor cancels/reduces space **one week after space is assigned, and prior to June 30, 2016**, Exhibitor will be assessed a cancellation penalty equal to **25%** of the total cost of cancelled/returned exhibit space.
 3. If Exhibitor cancels/reduces **after June 30, 2016**, Exhibitor will be assessed a cancellation penalty equal to **100%** of the total cost of cancelled/returned exhibit space. If Exhibitor cancels/reduces after **June 30, 2016** with an outstanding balance due, Exhibitor remains responsible for the entire balance due, plus reasonable attorney's fees to collect. Exhibitor will not be permitted to participate in future SPE events until all outstanding balances are collected.
 4. No refunds will be processed after **June 30, 2016**. 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. Upon Exhibitor notification of cancellation, SPE has the right to resell the space vacated.
- f. **Event Ruling.** If 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.

3. CHANGE OF EXHIBIT FLOOR PLAN OR SPACE ASSIGNMENT

- a. **Exhibit Space Assignments.** Exhibit space is assigned on a first-come, first-served basis. SPE shall assign the exhibit space for the period of the Event only and does not imply that the same or similar space will be held or offered for future Events. 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.
- b. **Changes to Exhibit Floor Plan or Space Assignment.** SPE reserves the right to change the floor plan design at any time and without notice. SPE may also move Exhibitor to another location prior to or during the Event, if such change is deemed to be in the overall best interest of the exhibition by SPE in its sole discretion.

4. **ASSIGNMENT; SUBLETTING SPACE.** Exhibitor shall not assign, sublet, or appoint the whole or any part of the space allotted to them, 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.

5. INSURANCE

Exhibitor agrees and understands that insurance for fire, property, public liability, and theft must be taken out by Exhibitor at its own expense. The insurance is to cover the full period of occupancy of the premises by Exhibitor, its agents, and employees.

6. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE

- a. Exhibit space is equally priced at USD 28 per square foot for indoor space (minimum reservation 100 square feet).
- b. Standard booth draping (8-ft. high back wall and 3-ft. side rails) and identification sign (7x44 inch) listing company name 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. Exhibit space is carpeted; electricity is not included in the cost of the exhibit space.
- c. Two (2) Complimentary Full Conference registrations per 100 sq. feet of exhibit space including admittance to Technical Sessions, Reception, and Coffee Breaks, and a digital Proceedings Card will be sent to the contact person after the event.
- d. Three (3) Complimentary Exhibits Only One-Day Guest Cards per 100 sq. ft. of exhibit space to distribute to your clients.
- e. Company listing in official Conference Program.

7. **LIMITATION OF LIABILITY.** 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 gross negligence or willful misconduct of SPE or its agents or employees, and not otherwise. 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 a Force Majeure Event or other conditions that render the Event impracticable in SPE's sole determination. In no event will SPE's liability exceed the amount paid to SPE by Exhibitor under this Agreement. Under no circumstances will SPE be liable to Exhibitor for indirect, incidental, consequential, special, or exemplary damages (even if SPE has been advised of the possibility of such damages) arising from any provision of this Agreement, including but not limited to, the exercise by SPE of any of its rights under this Agreement.

8. INDEMNIFICATION

Exhibitor shall defend, indemnify, and hold harmless SPE, its officers, directors, employees, agents, and each of them, with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including attorneys' fees) ("Claims") which SPE, its officers, directors, employees, agents, and each of them may suffer or be subject to, and which are in any way connected with the Agreement or the presence of the Exhibitor, Exhibitor's personnel, or any Exhibitor-appointed contractor ("EAC") at the Event; provided, however, that the Exhibitor's duty to indemnify, defend, and hold harmless shall not extend to Claims, as are solely caused by the gross negligence or willful misconduct of SPE, its agents, or employees. The terms of this provision shall survive the termination or expiration of this Agreement.

9. EXHIBITOR SERVICES

To ensure the configuration of a smooth installation, dismantling, and operation during the Exhibition, SPE official contractors will be appointed. Although full-time employees of Exhibitor-Appointed-Contractors, other than the SPE Official Contractors, may be authorized to gain access to exhibition areas, Exhibitor is urged to obtain required labor and services from SPE Official Contractors. No exhibitor-appointed contractors may be used for services noted as exclusive on the Event Official Contractors list.

10. REGISTRATION LISTS

Exhibitor understands and agrees that in exchange for its payment, it will receive solely the right to use the exhibit space. The information collected from any purchased registration lists (if applicable) is for the sole use of the company or business organization that collects it. Exhibitor understands and agrees that (i) under the terms of its license, it may not attempt to develop a compilation of attendees and/or other participants of the Event by exchanging any lead information collected at the Event with other attendees, exhibitors, and/or other participants at the Event or with third parties not associated with SPE, and (ii) the compilation of the attendees and/or other participants at the Event is sole property of SPE and that SPE offers that compilation for sale. Exhibitor agrees that it will not use any lead data collected at the Event to attempt to develop a compilation that SPE offers for sale.

11. **HOSPITALITY EVENTS.** Exhibitor is prohibited from holding hospitality events (whether on-site or off-site) during official Event hours or events. Official events include, but are not limited to, the evening reception. A complete listing of official events is provided in the Exhibitor Services Manual.

12. GENERAL

- a. **Survival.** All provisions of this Agreement which by their nature should survive termination will survive, including without limitation, accrued rights to payment, indemnity, limitation of liability and Exhibitor's obligations as provided in Section 6.
- b. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the laws of the State of Texas. The parties submit to exclusive jurisdiction to the federal and state courts of Collin County, Texas.
- c. **Severability.** If any portion of this Agreement is held to be invalid or unenforceable, all other terms and conditions shall remain in full force and effect.
- d. **Representations and Warranties.** Each party warrants and represents to the other that it (i) has the power and authority to enter into this Agreement, and (ii) will comply with all applicable laws, statutes, codes and regulations in its performance of its responsibilities under this Agreement.