



EXHIBIT SPACE RESERVATION CONTRACT

SPE Eighteenth Symposium on Improved Oil Recovery
14-18 April, 2012 • Tulsa, Oklahoma

This is a contract between the Undersigned Company, hereinafter called the Exhibitor, and the Society of Petroleum Engineers, hereinafter referred to as SPE, for exhibit space at the SPE Eighteenth Symposium on Improved Oil Recovery, April 14-18, 2012.

Exhibitor Information:

Please type or print. List the company name, address and telephone number exactly as you want it to appear in the official Program.

Exhibiting Company _____ Company Phone Number _____

Mailing Address _____ Company Fax Number _____

City _____ State/Province _____ Zip/Postal Code _____ Country _____

Primary Contact (*will receive show mailings*) Title _____ Phone Number _____ Email Address _____

Secondary Contact (*if necessary*) Title _____ Phone Number _____ Email Address _____

Preferred Booth Locations: 1: _____ 2: _____ 3: _____

Space Requirements: Minimum 100 sq. ft.; US \$2000.00 per 10' x 10' space if both contract and payment are received by December 31, 2011.

Total Number of Spaces Needed _____ x \$2000.00 = _____ Total Cost

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 refunds.
- B. SPE may be held liable for loss, injury, or damages sustained by the 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 limitations, 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 subjected 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.
- E. The Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of Exhibitor's activities on the Hotel premises and will indemnify, defend and hold harmless the Hotel, its owners, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

Accepted by:

Accepted by SPE:

Authorized Representative

Date

SPE Exhibits Chairman

Date

Please make checks payable to "SPE IOR Symposium" in US funds and mail to **SPE Improved Oil Recovery Symposium, ATTN: Exhibits Coordinator, 440 S. Gary Ave., PMB #15, Tulsa, OK 74104.**

For more information, contact Karla Jodoin, 918.296.0487, kwjodoin@yahoo.com.

SPE EIGHTEENTH SYMPOSIUM ON IMPROVED OIL RECOVERY TERMS AND CONDITIONS

1. **Contract** - The following provisions, plus any additions and amendments (including Exhibit Regulations and Exhibitor Services Manual) thereto that may hereafter be established by SPE, become binding upon acceptance of this contract between Exhibitor, its employees and agents and SPE.
2. **Character of Exhibit** - The SPE Improved Oil Recovery Symposium is undertaken primarily for the technical education of their members. To provide the best possible atmosphere in which to discuss the technical application of the equipment and services displayed, each exhibitor agrees to abide by all rules and regulations stated herein and as explicitly stated in the Exhibit Regulations.
3. **Payment/Cancellation/Space Reduction** -
 - A. Applications for space must be accompanied by full payment for exhibit space. Space application without required payment will delay assignment.
 - B. No exhibitor will be allowed to begin move-in operations nor will they be listed as an Exhibitor in the official Conference program until full payment and a duly executed Application/Contract for Exhibit Space have 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 of 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 December 31, 2011, the exhibitor will receive a full refund.
 2. If the Exhibitor cancels between January 1, 2012 and February 28, 2012, the exhibitor will be assessed a cancellation penalty equal to 25% of the total cost of exhibit space.
 3. If an exhibitor cancels after February 28, 2012, the exhibitor will be assessed a cancellation penalty equal to 100% of the total cost of exhibit space. Should the exhibitor have an outstanding balance due to SPE upon notice of cancellation the exhibitor will remain responsible for the full outstanding balance.
 - E. No cancellations 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.
5. **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 2012 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.
6. **Subletting Space** - No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to Exhibitor, nor exhibit therein, nor permit any other person or party to exhibit therein, and other goods, apparatus, etc., not manufactured or distributed by the exhibitor in the regular course of his/her business except upon written consent of SPE.
7. **Items Included in the Cost of Exhibit Space** -
 - A. Standard booth draping (8 ft. high back wall and 3 ft. side rails)
 - B. Company Identification sign (7 x 44 inches)
 - C. One (1) six-foot long table, two (2) chairs and a wastebasket.
 - D. Two (2) complimentary registrations for each 100 square foot space.
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 agent and employees.
10. **Exhibitor Services** - To ensure the configuration of a smooth installation, dismantling and operation during the Exhibition, Official Contractor will be appointed. Although full-time employees of the exhibitor-appointed contractors, other than the Official Contractors may be authorized to gain access to exhibition areas, exhibitors are urged to obtain required labor and services from hotel and its Official Contractors.
11. **Exhibitor Service Manual** - Approximately three (3) months from the Exhibition, SPE will send an Exhibitor Services Manual to the Primary Contact listed on the front of this agreement. Only fully paid exhibitors will receive this Manual. The Exhibitor Services Manual will include information integral to participation at the Exhibition, including, but not limited to additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, etc.
12. **Exhibit Regulations - Note: In order to provide a well-balanced, well-regulated, attractive and successful exhibition, no exceptions to the following rules will be permitted. SPE reserves the right to enforce strict compliance with these Exhibit Regulations.**
 - A. If an exhibitor fails to exhibit its booth during the above-mentioned exhibition, the contract will be considered null and void. The booth space can be reallocated and the exhibitor forfeits any claim to monies paid.
 - B. All exhibits must be manned by at least one company representative during the official Show hours specified by SPE. Exhibit space must be maintained in a neat and orderly manner throughout the exhibition, and no dismantling may begin before the official closing hour on the final day of the exhibition. Failure to do so shall result in forfeiture of ability to exhibit at the next SPE IOR Symposium. SPE reserves the right to have the exhibit installed at the expense of the exhibitor if work has not commenced or installation completed by the specified SPE deadline in the official Exhibitor Services Manual.
 - C. To refrain from the performance of any act that affects a sale of any of the products or services being displayed or that constitutes a necessary step in effecting such sale. The prohibited acts shall include, but not limited to: (a) the actual sale of products in return for cash, check, or other legal tender received at the exhibit; and (b) the execution of contracts or other documents that effect the sale of products or services, whether or not accompanied by receipt of a deposit thereon, for delivery of performance following the Exhibition. Exhibitors may secure names and addresses or persons expressing an interest in the products or services being displayed for the purpose of contacting such person after the exhibition.
 - D. In deference to fellow exhibitors and to the professional people who constitute the exhibit audience, exhibitors are specifically prohibited from employing any carnival type attraction, animal or human, or from operating noise-creating devices as bells, horns, or megaphones. Sound or music within a booth is permitted, but must be controlled to a reasonable level, and must not be projected outside the confines of the exhibit booth. Exhibitors are responsible for obtaining all necessary licenses and permits to use music, photographs and other copyrighted material in the exhibitor's booth or display. Costumed personnel must be appropriately clad and must remain within the exhibitor's booth space except when necessarily arriving and leaving the booth or exhibition area.
 - E. To abide by SPE policy that prohibits the sale or distribution of alcoholic beverages. Beer and wine are the only alcoholic beverages permitted and must be purchased through the Official Show Caterer. Absolutely no liquor may be distributed or served either indoors, outdoors or anywhere in the hotel parking lot. All food and beverages dispensed from the exhibition must be ordered through the Official Show Caterer. Exhibitors found in violation of this ruling may lose their right to participate in future SPE Exhibitions.
 - F. Samples, souvenirs and advertising material may be distributed by the exhibitor only from within its booth. Balloons of any kind and stickers are prohibited in all technical and exhibit areas including indoor and outdoor exhibits. (Handouts with gummed backing that adhere or cause adhesion are considered stickers.) Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside an exhibitor's exhibit space is prohibited.
 - G. Photography and/or filming of any display or product other than exhibitor's own is prohibited, unless permission has been obtained from SPE and/or the firm whose booth is being photographed/filmed.
 - H. Exhibitor shall abide by and observe all federal, state, and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibition facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibit to comply with the American with Disabilities Act.
 - I. Each Exhibitor understands and agrees that the 2012 SPE Exhibit Regulations are an integral and binding part of the Application/Contract for Exhibit Space.
13. **Amendments** - Any and all matters and questions not 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 Contract.