

# Application/Contract For Exhibit Space

This is an application for exhibit space at the **SPE/IADC International Drilling Conference and Exhibition** ("Event"), which will become a binding contract ("Contract") if the undersigned company ("Exhibitor") satisfies the **Society of Petroleum Engineers** ("SPE") exhibitor requirements and if the application is accepted by SPE. The undersigned company does hereby make application to participate as an Exhibitor in the Event which will be held **on 9-11 March 2021 at the Stavanger Forum, Stavanger, Norway**. Exhibitor requests SPE to reserve exhibit space for their use at the Exhibition. Specific booth(s) will be assigned based on the existing Priority Points System up until 31 March 2020 and thereafter on a first come, first-served basis. By signing this application, the Exhibitor agrees to abide by the Exhibit Terms & Conditions mentioned overleaf and the Exhibitor Services Manual ("ESM") of the Event, hereinafter collectively referred to as 'Terms and Conditions'.

## Exhibitor Information

Company Name:

Mailing Address:

State/Province:

Zip/Postal Code:

Country:

Office Phone:

VAT Registration:

Company URL:

First Name:

Last Name/Family Name:

Job Title:

Email Address:

Direct Line:

Mobile Phone:

I would like to receive updates on products, services and events from SPE. ☐ Yes ☐ No

If yes, your information will be used in accordance with SPE Privacy Policy and you can unsubscribe at any time by emailing [spelon@spe.org](mailto:spelon@spe.org)

## Preferred Booth Locations

**Preferred Booth Locations:** All 5 preferred stand locations MUST be completed. If all 5 preferred locations are not available, SPE reserves the right to place the exhibitor in a like configuration in the best available location.

1. 2. 3. 4. 5.

## Space Requirements

Space only: \_\_\_\_\_ m × \_\_\_\_\_ m = \_\_\_\_\_ Total m<sup>2</sup> (Space Only – minimum 36m<sup>2</sup>)

Stand package: \_\_\_\_\_ m × \_\_\_\_\_ m = \_\_\_\_\_ Total m<sup>2</sup> (Stand Package – minimum 9m<sup>2</sup> to 35m<sup>2</sup>)

Total amount (due on, or before, 30 days from invoice date) = GBP (£) \_\_\_\_\_ (+VAT)

**Booth Type:** Please tick your preferred booth type below: (See Exhibitor Brochure for explanations of booth types)

Space only: **GBP 435 per m<sup>2</sup> (+VAT)**

Stand package: **GBP 535 per m<sup>2</sup> (+VAT)**

## Payment Schedule

- 100% balance due on or before 30 days from the date of invoice. Norwegian VAT will be added at 25%

## Payment Methods

**Bank Transfer** - Bank details will be provided in the invoice.

### Credit Card

SPE accepts American Express, Visa, MasterCard and Diners Club and payment will be processed in GBP only. You will receive an email with instruction on securely submitting your payment.

## SPE Contact

**Dean Guest** – Sales Manager – Europe and Caspian  
Telephone: +44 (0)20 7299 3302 Email: [dguest@spe.org](mailto:dguest@spe.org)

## Accepted by (Exhibitor MUST sign here)

The Individual ("Authorised Representative") signing this Contract warrants that i) he/she has the requisite authority to bind contractually the organisation applying for exhibit space and ii) the products ought to be exhibited qualifies for the exhibition. If SPE later determines in its sole discretion that such product does not qualify for the exhibition, SPE can cancel the space and Contract without any refund and liability to the Exhibitor.

Authorised Representative Signature

Full Name and Job Title

Date

\_\_\_\_\_

# Exhibition Terms and Conditions

The Event is undertaken primarily for the technical education of participants. To provide the best possible atmosphere to discuss the technical application of the equipment and services displayed, each exhibit or agrees as follows:

- a) To exhibit only products of their own manufacture, represents or distributes comprising materials, equipment, apparatus, systems, services, and other component products applicable to advancing the engineering and scientific knowledge and development/ refining of energy and environmental resources; and
- b) To exhibit such products or services in a tasteful manner so as to describe and depict the advantages of using such products or services.

## 2. RESERVATION OF RIGHTS

The performance of SPE in this contract is subject to cancellation, in whole or in part, without any liability to SPE, due to an event beyond the reasonable control of SPE – including, but not limited to casualty, explosion, fire, lightning, utility interruption, flood, weather, epidemic (including that declared by the World Health Organisation), disease, hurricane, tornado, earthquake, war or other Acts of God, or any law, ordinance, rule or regulation, governmental travel restriction and advisory, acts of public enemies, strikes, riots, civil disturbance, or any other occurrence that would make the holding of the Event (or any portion thereof) illegal, impossible, commercially impracticable or not advisable (“Force Majeure Event”).

SPE reserves the right, in its sole and unfettered discretion, to:

- a) Determine the eligibility of Exhibitors, exhibits, and products displayed for the Event;
- b) Reject, prohibit, or remove exhibits or Exhibitors which SPE considers objectionable, inappropriate, disruptive, or offensive to SPE, other Exhibitors, or Event attendees;
- c) Change or modify the layout of the Event and/or relocate exhibits or Exhibitors;
- d) Change, within reasonable limits, the date, location, and duration of the Event; without any liability to SPE, SPE Sponsoring Organisations, their respective officers, directors, employees, agents, and each of them;
- e) From time to time to establish and amend or modify any regulations governing use of the facility and the Event; and
- f) Determine whether an Exhibitor has violated any Exhibit Regulations or other Exhibit rules.

## 3. PAYMENT TERMS

- a) Upon receipt of the Contract, an invoice will be issued to the Exhibitor. The exhibition space will only be secured upon submittal of the Contract.
- b) Payment must be made within thirty (30) days of invoice date to secure the exhibition space.
- c) If an Exhibitor applies for exhibition space less than thirty (30) days prior to the first day of the Event, full payment is required with submittal of Contract. SPE reserves the right to cancel and reassign any Exhibit space for which an invoice remains unpaid for more than thirty (30) days.
- d) No Exhibitor will be allowed to begin move-in operations until a duly executed Contract and full payment have been received by SPE.

## 4. CANCELLATION/SPACE REDUCTION

- a) Cancellation must be notified in writing to SPE. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon the Exhibitor notification of cancellation, SPE has the right to resell the space vacated.
- b) A reduction in exhibition space is considered a cancellation and will be governed by the same policies as outlined in Clause 4c. Reduction in space can result in relocation of Exhibit space at SPE’s discretion.
- c) In the event of cancellation or reduction by the Exhibitor, the following cancellation policies will apply:
  - i. If cancelled before 31<sup>st</sup> July 2020, the Exhibitor will receive a full refund.
  - ii. **If cancelled between 1<sup>st</sup> August 2020 and 30<sup>th</sup> September 2020, the cancellation penalty will be 25% of the total cost of the cancelled / returned exhibition space.**
  - iii. **If cancelled on or after 1<sup>st</sup> October 2020, the cancellation penalty will be 100% of the total cost of the cancelled / returned exhibition space.**
  - iv. If an Exhibitor cancels with an outstanding balance due, the Exhibitor remains responsible for the entire balance due. SPE may recover from the Exhibitor all costs relating to action taken to recover the amount owing for the exhibition space, including without limitation any legal costs on a full indemnity basis. The Exhibitor will not be permitted to participate in future SPE events until all outstanding balances are paid.
- d) No-Show Ruling: If the Exhibitor fails to utilize the Exhibit space and/or the space is vacant at the time of the published deadline for completion of booth setup/move-in, SPE reserves the right to consider the space to be cancelled and vacated. All requests for booth setup/move-in beyond the published booth setup/move-in completion deadline must be submitted to SPE in writing. Approval for late booth setup/move-in requests are at the discretion of SPE. If notification is not made in writing, SPE reserves the right to resell the cancelled space and the Contract will become null and void.

## 5. 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 with prior written consent from SPE.

## 6. EXHIBIT SPACE

- a) Exhibit space must be manned by a representative during all times when the Event is officially open. Exhibit space must be maintained in a neat and orderly manner throughout the Event.
- b) The Exhibitor acknowledges that he/she shall only be entitled to use contractors other than the Official Stand Contractor appointed by SPE to erect his own stand, with prior written consent from SPE.
- c) In deference to fellow exhibitors and delegates who constitute the exhibit audience, the Exhibitor is specifically prohibited from employing any carnival- type attraction, animal or human, or from operating such noise-creating devices as bells, horns, or megaphones. Costumed personnel must be appropriately clad and must remain within the Exhibitor’s booth space except when necessarily arriving and leaving the stand or exhibit area. Note: balloons and stickers are prohibited in the exhibition areas (handouts with adhesive backing that adhere or cause adhesion are considered stickers).
- d) SPE reserves the right to prohibit any Exhibit or part thereof that in their opinion violates this Contractor that is in other ways not suitable to and in keeping with the technical educational character and spirit of the Event.
- e) SPE shall be responsible for the control of the Exhibit areas. Exhibitors are responsible for the supervision of their stands. The decision of SPE is final and decisive on any questions not covered in the foregoing terms and conditions.
- f) The Exhibitor must comply in all respects with the requirements of every appropriate authority, with the terms of agreement by which SPE may occupy the premises, and the policies of insurance effected by SPE.

## 7. LIMITATION OF LIABILITY

SPE may be held liable for loss, injury or damages sustained by the Exhibitor or the Exhibitor’s personnel (i.e. the Exhibitors’ agents, servants, invitees, guests or employees) only to the extent such loss, injury or damages is solely caused by the gross negligence or wilful misconduct of SPE or its agents or employee and not otherwise. SPE shall not be responsible for any loss of business, loss of profits, injury, damage or expense or whatever nature that the Exhibit or 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 the Exhibitor under this Contract. Under no circumstances will SPE be liable to the Exhibit or 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 Contract, including but not limited to, the exercise by SPE of any of its rights under this Contract.

## 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 any legal costs) (“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 Contractor the presence of the Exhibitor, the 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 wilful misconduct of SPE, its agents or employees. The terms of this provision shall survive the termination or expiration of this Contract.

## 9. INSURANCE

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

## 10. EXHIBIT OR SERVICES

- a) To ensure the continuation of smooth booth setup/move-in, dismantling, and operation during the Event, Official Contractors will be appointed. Exhibitors are urged to obtain required labour and services from the Official Contractors. A complete list of Official Contractors and available services will be provided in the Exhibitor Services Manual (“ESM”).
- b) Approximately four (4) months prior to the Event, SPE will provide the ESM to all Exhibitors. This manual includes information integral to participation at the Event, including, but not limited to additional exhibit rules and regulations, operational schedule, travel and accommodation, emergency and evacuation procedures, Official Contractors’ order forms, registration, shipping and drayage, utilities and building services, exhibit display rules, etc.
- c) Plans for specially built stands or displays (if any) other than those constructed from Stand Package must be submitted by the Exhibitor to SPE for acceptance before construction is ordered.

## 11. TAXES

Exhibition space costs are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are the sole responsibility of the Exhibitor.

## 12. AMENDMENTS

Any and all matters and questions not specifically covered by the Terms and Conditions in this Contract 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.

## 13. PRIVACY POLICY

SPE cares about the protection of your personal information. SPE’s Privacy Policy describes your rights and choices regarding the personal information that you provide to us. SPE’s Privacy Policy describes the practices regarding how SPE, through its affiliated corporate entities, collects, uses, discloses, or transfers the personal information that you share with us or that we collect about you when you become an SPE member, attend one of our events or visit our websites, or use our mobile applications.

Please visit our website at: [www.spe.org/about/privacypolicy.php](http://www.spe.org/about/privacypolicy.php) for further details on SPE’s Privacy policy.

## 14. GOVERNING LAW AND JURISDICTION

This Contract will be construed and enforced in accordance with the laws of England. All disputes arising out of or in connection with this Contract shall be referred to exclusive jurisdiction to the courts of England.

## 15. ITEMS INCLUDED IN THE COST OF THE EXHIBITION SPACE

Exhibition space is priced at GBP 435 (excluding VAT if applicable) per square metre for space only (minimum booking 36 sqm) and GBP 535 per square metre (excluding VAT if applicable) for stand package. (minimum booking 9 sqm)

- a) Complimentary conference registrations (three per 9 square metres up to a maximum of 18 registrations)
- b) Company name and profile listed in the Conference Programme and Exhibition Guide (if received by deadline)
- c) Company listing on the official event website
- d) Stand package includes:
  - System wall panels (2.5m high)
  - Electrical sockets
  - Lighting
  - Standard carpet tiles
  - Company name and booth number on a white fascia board

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