



# Commercial Exhibit Space Application and Contract

## AAPG International Conference and Exhibition

26-29 October 2008 • Cape Town, South Africa

Exhibitor ID# \_\_\_\_\_

1. The undersigned ("Lessee") hereby applies for exhibit space at the AAPG International Conference and Exhibition of the American Association of Petroleum Geologists ("AAPG"), to be held at the Cape Town International Convention Centre.

2. This contract shall be binding upon its acceptance as set forth below. The Lessee encloses **100%** of the **total Exhibit Space rental fee** as set forth below.

3. Not less than 60 days prior to 24 October, 2008, the first general move-in date of the Exhibition, if this application and contract is accepted, AAPG will send to the Lessee a copy of the 2008 Exhibitor Service Manual in hard copy or on CD-Rom, via e-mail, or by or in other electronic media. The matters contained on the reverse side of this sheet are part of this contract. The matters contained in the terms and provisions of the official Exhibitor Service Manual ("Manual") are specifically made terms of this contract. The Lessee agrees that immediately upon receipt of the Exhibitor Service Manual it will familiarize itself with the Additional Contract Provisions and if any of the Additional Contract Provisions are not acceptable, the Lessee will send written notification of the same by certified mail to AAPG. If such written notification is not received by AAPG within 30 days from the sending by AAPG of the Additional Contract Provisions to the Lessee, this contract shall be irrevocable and shall be in full force and effect, except as set forth in Paragraph 5 below. In the event the Lessee notifies AAPG of any unacceptable provision of the Additional Contract Provisions within the time provided for herein, then this contract shall terminate, and AAPG shall immediately refund all sums paid by the Lessee pursuant to this contract.

4. Notwithstanding anything to the contrary contained herein, if this application and contract, signed by Lessee, is received by AAPG less than 90 days prior to 24 October, 2008 the first general move-in date of the Exhibition, then, in such event, the Lessee shall be deemed to have agreed by the execution of this application and contract to all of the terms of the Manual, although the undersigned may not be familiar with or aware of the Manual. In such event, none of the provisions concerning termination of this agreement after submission of the original application and contract to AAPG shall be applicable and this contract, once accepted by AAPG, shall be irrevocable, except as set forth in Paragraph 5 below, and all exhibit space rental fees shall be paid with the submission of this application and contract.

5. This contract may be cancelled by either party without penalty on or before 20 June, 2008 by giving notice **in writing** to the other party. AAPG reserves the right to cancel or terminate this contract at any time and to withhold possession of exhibit space if the Lessee fails to perform or abide by any condition or provision of this contract including the Manual. In any event, for cancellations made after 20 June 2008 ("Late Cancellations"), exhibit space rental fees paid hereunder by Lessee will be refunded only provided the cancelled space(s) can be resold **and all other exhibit space of the Exhibition is sold**. Refunds on all cancellations will be issued within 60 days after 29 October, 2008. A cancellation fee of **20% of the total cost of exhibit space requested** will be assessed on all refunds resulting from Late Cancellations.

6. Admittance to the Exhibition will be by conference issued registration badge only.

**Additional terms and conditions of this contract appear on the reverse side of this page.**

**AMOUNT OF SPACE REQUESTED** \_\_\_\_\_ m<sup>2</sup>

Please check one:

Floor Space\* **\$430/m<sup>2</sup> + VAT \$60.20 (14%) = 490.20/m<sup>2</sup>**

\*Two-corner or four-corner space consisting of 18m<sup>2</sup> or more is required for this option.

Floor Space with Basic Package (includes carpet, one table, two chairs, wall panels, electric socket, two spot lights, one stand sign) **\$475/m<sup>2</sup> + VAT \$66.50 (14%) = 541.50/m<sup>2</sup>**

### EXHIBIT SPACE LOCATION REQUEST

(Choose three or more widely separated locations)

1st Choice \_\_\_\_\_ 2nd Choice \_\_\_\_\_ 3rd Choice \_\_\_\_\_

**TOTAL EXHIBIT SPACE RENTAL US\$** \_\_\_\_\_

COMPANY NAME \_\_\_\_\_  
(Please print legibly. This is the name that will appear on all printed material.)

BY \_\_\_\_\_  
(Authorized signature) (Date)

CONTACT NAME \_\_\_\_\_  
(Please print legibly)

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

(City/State)

(Country)

(Zip/Postal Code)

PHONE + \_\_\_\_\_  
(Country Code) (Extension)

FAX + \_\_\_\_\_  
(Country Code)

E-MAIL \_\_\_\_\_

WEB SITE \_\_\_\_\_

#### CREDIT CARD PAYMENT

MasterCard  Visa  AmericanExpress  Discover  Diner's Club

Card Account Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Printed Name of Card Holder \_\_\_\_\_

Authorized Signature \_\_\_\_\_

BY FAX: +1 918 560 2684  
+1 800 281 2283 (Toll free for USA and Canada)

#### CHECK PAYMENT

Make check payable to: AAPG

Send check to: Kim Van Delft  
AAPG Convention Department  
P.O. Box 979 • Tulsa, OK 74101-0979 USA

#### WIRE TRANSFER PAYMENT

For wire transfer information, contact:

Kim Van Delft  
kvandelft@aapg.org  
+1 918 560 2619

#### FOR AAPG USE ONLY

ACCEPTED FOR AAPG CONVENTION MANAGEMENT:

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Stand No(s). Assigned \_\_\_\_\_ Size \_\_\_\_\_ Square feet \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## IMPORTANT INFORMATION FOR EXHIBITORS

7. Children will be allowed in the exhibits hall as follows: Under age 16 not allowed during set-up or tear-down, under age 13 not allowed into any activities in the exhibits hall unless young enough or small enough to be confined in a stroller, backpack or frontpack, age 13 and older allowed during regular exhibit hours if properly registered and wearing their badges.

8. Exhibit spaces are shown to scale on the exhibition floor plan ("Plan"). Each numbered space on the Plan is a separate display area and can be combined or subdivided only at AAPG's discretion. The Plan has been intentionally drawn to provide an appropriate mix of large and small display areas throughout the exhibition. AAPG may change the configuration of all or any part of the exhibition at any time.

9. Lessee shall not assign, sublet or apportion any part of its exhibit space or have representatives, equipment or materials from other businesses in the space except with AAPG's prior written approval.

10. The purpose of the conference and exhibition is the advancement of the science and the profession of petroleum geology. AAPG may require any exhibitor to provide descriptions of any product or service to be exhibited and/or scientific evidence of its ability to perform the function for which it is intended. Failure to supply such a description and/or evidence may result in AAPG's refusal to allow the product or service to be exhibited. The appropriateness of a product or service to be exhibited, or the adequacy of any scientific evidence submitted, and whether such product or service may be exhibited, shall be determined by AAPG at its sole discretion.

11. AAPG specifically disclaims any liability for any act or omission of any exhibitor.

12. Exhibit space fees paid to AAPG may be deductible as ordinary and necessary business expenses. They are not deductible as contributions or gifts for U.S. federal income tax purposes.

13. AAPG will appoint exclusive contractors for catering, electrical, plumbing, materials handling, rigging, cleaning, floor covering, telephone, Internet, floral, photography, and security. Lessee shall utilize AAPG-appointed contractors for these services. Other services may be furnished by official contractors appointed by AAPG or, subject to the terms hereof, by other contractors. The Lessee may utilize contractors for services other than those listed above with AAPG's prior written approval the request for which must be received by AAPG from Lessee not less than 30 days prior to the first general move-in date of the exhibition. A contractor must qualify for approval in accordance with the procedures contained in the Manual and may perform services only for an exhibit space lessee when approved by AAPG. AAPG may withhold approval of contractor for any reason at AAPG's sole discretion.

14. Lessee understands that photographs of the exhibition will be taken by AAPG and others authorized by AAPG. Lessee authorizes without charge or cost, and has the authority to do so, the reproduction and use in any manner by AAPG and others authorized by AAPG of any trademarks, logos, or similar marks or designs owned, controlled or used by Lessee insofar as the same are included in such photographs.

15. Except with AAPG's permission, no motorized vehicles are allowed in the exhibition except those reasonably necessary to assist persons with disabilities.

16. Lessee and its employees, agents, and contractors (including exclusive contractors when engaged by Lessee) will comply with all rules and regulations of the Manual.

17. Lessee warrants that materials placed in the exhibit space by lessee will at all times meet and comply with all applicable laws and regulations.

18. Lessee shall be responsible for and shall defend, indemnify, and hold AAPG harmless from all liability, costs, and damages relating to acts and omissions of lessee and its employees, agents, and contractors associated with the conference, including without limitation damage to the exhibition facility. Neither AAPG nor the conference centre's owner and operator shall have, and lessee shall defend, indemnify, and hold AAPG and the conference centre's owner and operator harmless from, (a) any liability for damage or loss to lessee's property in the conference centre and (b) any liability for injury or death to any individual associated with lessee or any other individual, including without limitation guests and invitees of AAPG, the conference centre's owner or operator, or lessee, when such injury or death is in any way associated with the use or occupancy of the conference centre by lessee.

19. Lessee shall limit the volume of sound equipment controlled by it to a conversational level as determined by AAPG in its sole discretion.

20. Lessee's exhibit space shall be accessible to all exhibition attendees except as an area may

be draped or otherwise enclosed and designated as private.

21. Lessee shall, at its sole cost and expense, procure and maintain the insurance coverages set forth in the Manual and provide certificates regarding such insurance as requested by AAPG.

22. If for any reason the exhibition is not held, AAPG may terminate this contract prior to the date the exhibition would have commenced. In the event the conference commences but is terminated prior to its scheduled conclusion, AAPG may either terminate the exhibition at the same time or continue the exhibition.

23. Time is of the essence of this contract.

24. This contract contains the complete agreement of the parties, and all prior agreements, whether verbal or written, concerning the subject matter of this contract are cancelled and void.

25. This contract shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma, USA (without regard to any conflict of laws principles). All actions arising out of or in connection with this contract shall be brought in the Oklahoma District Court, Tulsa County, Oklahoma, USA, which shall be the exclusive forum therefor. The parties hereto hereby irrevocably submit to the in personam jurisdiction and process of the Oklahoma District Court, Tulsa County, Oklahoma, United States of America, and agree that service by certified mail to their addresses shall constitute sufficient service of process.

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Address all questions and correspondence to:

Steph Benton  
Convention Sales Manager

Phone: +1 888 945 2274 ext. 696 (Toll free USA and Canada only)  
+1 918 560 2696 (direct)

Email: [sbenton@aapg.org](mailto:sbenton@aapg.org)

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Exhibitor and Attendee Services Supervisor

Phone: +1 888 945 2274 ext. 619 (Toll free USA and Canada only)  
+1 918 560 2619 (direct)

Email: [kvandelft@aapg.org](mailto:kvandelft@aapg.org)

The Convention Department fax number is:

+1 800 281 2283 (Toll free USA and Canada only)  
+1 918 560 2684

