



## Terms and Conditions

1. The undersigned ("Lessee") hereby applies for exhibit space at the 2011 Annual Convention and Exhibition ("Exhibition" or "Event") of The American Association of Petroleum Geologists, a corporation ("AAPG"), to be held 10-13 April at the George R. Brown Convention Center, Houston, Texas, USA.
2. This contract ("Contract") shall be binding upon its acceptance as set forth below. The Lessee encloses a deposit of 50% of the exhibit space rental stated below. Lessee shall remit the remainder of the exhibit space rental within 45 days of the postmark or facsimile transmission of AAPG's return to Lessee of this Contract signed by AAPG. However, if this Contract is received by AAPG after 2 December 2010, payment in full of the exhibit space rental is enclosed.
3. Approximately 90 days prior to 8 April 2011, the first general move-in date of the Exhibition, if this Application and Contract is accepted, AAPG will make available to Lessee the 2011 Exhibitor Service Manual ("Manual") via e-mail or by or in other electronic media. The matters appearing on the reverse side of this sheet are part of this Contract. The matters appearing in the Manual ("Additional Contract Provisions") are specifically made terms of this Contract. Lessee will, immediately after the Manual is made available to the Lessee familiarize itself with the Additional Contract Provisions and if any of the Additional Contract Provisions are not acceptable, the Lessee will send AAPG written notification of the same ("Rejection Notice") by certified mail, return receipt requested. If Lessee's Rejection Notice is not received by AAPG within 15 days from AAPG's notifying Lessee of the Manual's availability electronically, this Contract shall be irrevocable, except as set forth in Paragraph 5 below. If AAPG timely receives Lessee's Rejection Notice, then this Contract shall terminate, and AAPG shall immediately refund all sums paid hereunder by Lessee.
4. Notwithstanding anything to the contrary contained herein, if this Application and Contract, signed by Lessee, is received by AAPG after 8 January 2011, Lessee shall be deemed to have agreed to all of the terms of the Additional Contract Provisions, although Lessee may not be familiar with or aware of any or all of the Additional Contract Provisions, this Contract, once accepted by AAPG, shall be irrevocable, except as set forth in Paragraph 5 below, and all exhibit space rental shall be paid with the submission by Lessee of this Application and Contract.
5. (a) This Contract may be cancelled by either party before 1 October 2010, by written notice to the other party received by that date; provided, if Lessee so cancels, Lessee shall pay AAPG a fee of \$100. (b) This Contract may be cancelled by Lessee after 1 October 2010, but before 2 December 2010, by giving written notice to AAPG received by 2 December 2010 provided, Lessee shall pay to AAPG a fee of 50% of the exhibit space rental hereunder with such notice. (c) Lessee may by written notice received by AAPG before 2 December 2010, reduce the exhibit space rented in the same multiples as exhibit space may be rented. AAPG may charge, in its sole discretion, a fee equal to 50% of the rental for the space cancelled. (d) No refund of exhibit space rental will be made for cancellations or reductions in exhibit space made after 2 December 2010. (e) When Lessee reduces exhibit space at any time as authorized herein, AAPG may in its sole discretion relocate Lessee's remaining exhibit space to other space from that originally assigned. (f) If a fee is to be paid under the terms of this Paragraph 5, AAPG shall deduct such fee from any refund of rental resulting from the cancellation or space reduction or, if no rental or insufficient rental has been paid, the fee shall be paid by payment from Lessee to AAPG within fifteen (15) days after notice of such cancellation or reduction is received by AAPG. Lessee's failure to pay such fee shall not void Lessee's Contract cancellation or space reduction except as AAPG, in its sole discretion, may otherwise elect. The parties agree that the fee charged hereunder for cancellation or space reduction is a reasonable estimate of the damages to AAPG caused by the cancellation or reduction and is not a penalty. Refunds by AAPG pursuant to this paragraph 5 will be issued within 60 days after 15 April 2011. AAPG may cancel or terminate this Contract at any time if Lessee fails to abide by any provision of this Contract.
6. Admittance to the Exhibition will be by Registration Badge only.
7. Children will be allowed in the exhibits hall as follows: Under age 16 not allowed during set-up or teardown, 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") for the Exhibition. Each numbered space on the exhibit space floor 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 hall. AAPG may change the configuration of all or any part of the hall 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 Event is the advancement of the science and the profession of petroleum geology. The display and sale of items outside conventional geology may not inherently further the purpose of the Event. 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 except those contained within the AAPG Center (excluding AAPG's Retirement Plan Administrator and AAPG's Insurance Program and AAPG's Liability Insurance Administrator) at the Exhibition.
12. Exhibit space rental and sponsorship monies 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 designated 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 exhibits hall 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 Event Center with which Lessee is provided.
17. Lessee warrants that any booth and any property placed in the exhibit space by Lessee will at all times 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 (including exclusive contractors when engaged by Lessee) associated with the Event, including without limitation damage to the exhibition hall. Neither AAPG nor the Convention Center's owner and operator shall have, and Lessee shall defend, indemnify, and hold AAPG and the Convention Center's owner and operator harmless from, (a) any liability for damage or loss to Lessee's property in the Convention Center 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 Convention Center's owner or operator, or Lessee, when such injury or death is in any way associated with the use or occupancy of the Convention Center 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 booth shall be accessible to all exhibition attendees except as an area may be draped or otherwise enclosed and marked "Confidential".
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. Americans with Disabilities Act: The Lessee represents and warrants that any exhibit booth or other contrivance placed in the exhibit space by the Lessee will at all times pertinent hereto be in compliance with all applicable laws and regulations, including without limitation the Americans with Disabilities Act (Public Law 101-336) as it may be amended from time to time, and all regulations issued there under.
23. If for any reason the Event is not held, AAPG may terminate this Contract prior to the date the Event would have commenced. Should the event begin but portions be terminated prior to its scheduled conclusion, AAPG may either terminate the Exhibition at the same time or continue the Exhibition.
24. Time is of the essence of this Contract.
25. 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.
26. 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.

Address all questions and correspondence from Lessee to:

**Mike Taylor, Exhibition Sales Representative**

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