Commercial Booth Space Contract

Exhibitor ID#

EXHIBITOR INFORMATION *Please print legibly. This is the name that will appear on all printed materials related to the exhibition.*

COMPANY NAME "Lessee":_____ **DATE:**_____

PRIMARY CONTACT:_____ **(Named will receive all Exhibition & Registration Materials)**

PRIMARY CONTACT E-MAIL: _____

COMPANY ADDRESS: _____

CITY:_____ **STATE/PROVINCE:**_____

COUNTRY:_____ **ZIP/POSTAL CODE:**_____

PHONE (INCLUDE COUNTRY CODE): _____ **MOBILE (INCLUDE COUNTRY CODE):**_____

WEBSITE: _____

Preferred Booth Locations: *(Please select booths in varied locations. In the event selected choices are not available, AAPG reserves the right to place the exhibitor in a like configuration.)*

1_____ 2_____ 3_____ 4_____ 5_____

Rank the importance (1 as highest, 5 as lowest) of being located near the:

AAPG Center ☐ Corner Space ☐ Int'l. Pavilion ☐ Main Aisle ☐
Main Entrance ☐ Wi-Fi Hot Spot ☐ Posters Sessions ☐ Other ☐

List any companies you prefer not to be near: (AAPG will make every effort to accommodate requests, but cannot guarantee final placements).

_____

AMOUNT OF EXHIBITION SPACE REQUESTED

Booth size _____ X _____ = _____ Total square feet
(Booth dimensions in multiples of ten; 100 square feet minimum)

Exhibition Space Rate.....US $27.50/sq. ft.

Total sq. ft. _____ X US $27.50 = US $_____Total Cost

Included with booth space:

- Back and side drape with Identification sign
- Two full convention registrations per every 100 sq. ft.
- 50 Exhibition Hall Guest Passes
- Company listing in the Program Book (form must be submitted by deadline).

AAPG CONVENTION ONLY:

Amount Charged/Invoiced: $_____
Invoice No. _____
Booth # Assigned: _____ Sq. Ft.: _____
AAPG Representative: _____
Dated: _____

PAYMENT METHODS

Contracts must be signed and accompanied by 50% deposit to guarantee space. Any company holding booth space not paid in full by 90 days prior to the event may be removed from the floor plan and will be responsible for the full amount of contracted space.

Please select one:

☐ **Invoice** ***(check or wire payment details are included on invoice)***

- ○ Billing Address same as above
- ○ Billing address different – details below:

_____
_____
_____

☐ **Credit Card Payment**

☐ MasterCard ☐ Visa ☐ American Express ☐ Discover

Please select amount to charge: ☐ 50% ☐ 100%

○ Please charge 50% remainder to same credit card on December 12, 2019 or specify date: _____

Card Account Number:_____

Expiration Date:_____ CVV:_____

Printed Name of Cardholder:_____

Authorized Signature: _____

Submit by Email: tcampbell@aapg.org

Address questions and correspondence to:

Tamra Campbell, Exhibition Sales Coordinator
2020 AAPG Annual Convention & Exhibition (ACE)
AAPG Convention Department
PO Box 979, Tulsa, OK 74101-0979 USA
Phone: +1 918 560 9434
E-mail: tcampbell@aapg.org

The undersigned ("Lessee") represents and warrants that he/she has full power and authority and is legally competent to enter into this Contract for booth space at the 2020 Annual Convention & Exhibition ("Exhibition" or "Event") of the American Association of Petroleum Geologists, a corporation ("AAPG"), on behalf of the Lessee. Upon completion and signature, Lessee agrees to all Terms and Conditions of page 1 and 2 of this contract.

Name:_____ Title:_____

Signature:_____ Date:_____

Terms and Conditions

1. This application and contract ("Contract") shall be binding upon its acceptance as set forth below. AAPG may cancel or terminate this Contract at any time if Lessee fails to abide by any provisions, terms or conditions of this Contract.
2. Payment Terms:
   - A deposit of 50% of the total cost of booth space as stated on page 1 must accompany this contract.
   - Lessee understands and agrees that the remaining 50% will be **due on or before December 12, 2019** to retain booth space.
   - All contracts received **after December 12, 2019** must be accompanied by full payment to obtain booth space.
   - Lessee's failure to pay booth space fees shall not void Lessee's obligations under the Terms and Conditions of this Contract.
3. Cancellation Terms:
   - Any notice of cancellation must be submitted in writing. The date of receipt of the notice will be the official date of cancellation.
   - Lessees cancelling booth space **on or before October 17, 2019** will receive a refund of 100% of all deposits and/or monies paid less a US $150 processing fee.
   - Lessee's cancelling booth space **on or after October 18, 2019, but on or before December 12, 2019** will be charged and owe 50% of the total invoiced amount as a cancellation fee.
   - Refunds will be issued within **90 days** of receipt of notice of cancellation.
   - **No refunds are issued for cancellations after December 13, 2019** and the Lessee is responsible for full contract payment.
4. Booth Space Reductions (multiples of 100 square feet):
   - Notice of booth space reductions must be submitted in writing with the date of receipt being the official recorded date.
   - Lessees reducing their contracted booth space **on or before November 15, 2019** will receive a full refund of reduced space value.
   - Lessees reducing their contracted booth space **on or before December 13, 2019** will receive a 50% refund of the cancelled/reduced space value.
   - Lessees submitting notices of booth space reductions **after December 13, 2019** will not be entitled to a refund and will still be responsible for the full payment of the original contracted space.
   - In the event Lessee reduces booth space at any time as authorized herein, AAPG may in its sole discretion relocate Lessee's remaining booth space.
5. Approximately 120 days prior to **June 6, 2020**, the first general move-in date of the Exhibition, AAPG will make available to Lessee an Exhibitor Services Manual ("Manual") via e-mail or in other electronic media. The rules and regulations of the Convention or Event Center, including Union jurisdictions, where applicable, appearing in the Manual ("Additional Contract Provisions") are specifically made terms of this Contract. Lessee will, immediately after the Manual is made available, familiarize himself/herself with the Additional Contract Provisions.
6. Admittance to the Exhibition will be by Registration Badge only.
7. Children will be allowed in the Exhibition as follows: Under age 16 not allowed during set-up or teardown; under age 13 not allowed into any activities in the exhibition unless young enough or small enough to be confined in a stroller, backpack or front-pack; age 13 and older allowed during regular exhibition hours if properly registered and wearing badges.
8. Exhibition 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 spaces throughout the hall. 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 booth 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 geosciences. 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 displayed 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 displayed. The appropriateness of a product or service to be displayed, or the adequacy of any scientific evidence submitted, and whether such product or service may be displayed, shall be determined by AAPG at its sole discretion.
11. Exhibitors and attendees are required to dress and conduct themselves appropriate to and consistent with the professional and business-like purpose and climate of the show. Personnel/models contracted to assist in an exhibitor's booth are required to wear appropriate attire. AAPG reserves the right to make a final determination regarding what is acceptable and may remove persons from the exhibition floor that are not in compliance.
12. AAPG Code of Conduct: AAPG is dedicated to providing a harassment-free convention experience for everyone, regardless of gender, sexual orientation, disability, physical appearance, body size, race, or religion. AAPG does not tolerate harassment of convention participants in any form. All attendees, guests, speakers, exhibitors, organizers and volunteers are required to conform to the Association's Code of Conduct. The complete AAPG Code of Conduct Policy can be found at https://www.aapg.org/code-of-conduct
13. AAPG shall not be liable to Lessee for and AAPG specifically disclaims any liability for any act or omission of any exhibitor except those contained within the AAPG Center (AAPG's Insurance Program and AAPG's Liability Insurance Administrator) at the Exhibition.
14. Monies paid to AAPG for exhibition space and sponsorships may be deductible as ordinary and necessary business expenses. They are not deductible as contributions or gifts for U.S. federal income tax purposes.
15. 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 to utilize exhibitor-appointed contractors (EAC) must be submitted to AAPG by Lessee not less than 30 days prior to the first general move-in date of the Exhibition. An EAC must qualify for approval in accordance with the procedures contained in the Manual and may perform services only for the booth space designated by Lessee. AAPG may withhold approval of an EAC for any reason at AAPG's sole discretion.
16. Lessee understands that general photographs of the Exhibition will be taken by AAPG and others authorized by AAPG for promotional purposes. 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 general promotional photographs.
17. Except with AAPG's permission, no motorized vehicles are allowed in the exhibition except those reasonably necessary to assist persons with disabilities.
18. Lessee and its employees, agents, and contractors (including EAC's when engaged by Lessee) will comply with all rules and regulations of the Convention or Event Center with which Lessee is provided in the Manual.
19. Lessee warrants that any booth personnel, booth displays and any property placed in the booth space by Lessee will at all times comply with all applicable laws and regulations.
20. 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 exhibitor-appointed 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.
21. Lessee shall limit the volume of sound equipment controlled by it to a conversational level as determined by AAPG in its sole discretion.
22. Lessee's booth shall be accessible to all Exhibition attendees except an area may be draped or otherwise enclosed and marked "Confidential".
23. 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.
24. Americans with Disabilities Act: The Lessee represents and warrants that its booth or other contrivance placed in the booth 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 thereunder.
25. 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.
26. Time is of the essence of this Contract.
27. This Contract and the Additional Contract Provisions contain all of the terms agreed by the parties, and supersedes all prior agreements, whether verbal or written. Amendments will only be made if mutually agreed by both parties in writing
28. 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 person am 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.

Initial _____