



Commercial Booth Space Contract

23-26 May 2021 • The Colorado Convention Center • Denver, Colorado

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 to be near or not near. Be sure to indicate near/not near preference (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)

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.
- Digital Exhibition Hall Guest Passes
- Company listing in the Program Book (form must be submitted by deadline).

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** (electronic payment details are included on invoice)
- Billing Address** same as above. If different please list below

Credit Card Payment

MasterCard Visa American Express Discover

Select amount to be charged: 50% 100%

Please charge 50% remainder to same credit card on 15 January 2021 or specify date (subject to approval): _____

Card Account Number: _____

Expiration Date: _____ CVV: _____

Printed Name of Cardholder: _____

Authorized Signature: _____

Provisions

1. The individual signing this Contract warrants that the product sought to be exhibited qualifies for the exhibition. If AAPG later determines that such product in fact does not qualify for exhibition, AAPG can cancel the Contract without refunds.
2. AAPG may be held liable for loss, injury or damages sustained by 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 gross negligence or willful misconduct of AAPG or its agents or employees, and not otherwise.
3. Under no circumstance shall AAPG be responsible for any loss (including, but not limited to, any loss of business, loss of profits, injury, damage, or expense, of whatever nature) that Lessee may suffer due to Event cancellation as a result of any condition that renders the Event impracticable. Such causes that would render the Event impracticable include, but are not limited to, the following: casualty, explosion, fire, lightning, utility interruption, flood, weather, pandemic, epidemic, hurricane, tornado, earthquake, blizzard, or other acts of God; any federal, state, or local law, ordinance, rule or regulation; acts of public enemies; strikes; riots; or civil disturbances.
4. The Exhibitor shall defend, indemnify and hold harmless the American Association of Petroleum Geologists ("AAPG"), Sponsoring Organizations, appointed vendors, their respective officers, directors, employees, agents, and each of them (collectively "Indemnitees"), with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including attorneys' fees) which any of the Indemnitees may suffer or be subject to, and which are in any way connected with the Contract or the presence by the Exhibitor, Exhibitor's personnel or any Exhibitor Appointed Contractor; provided, however, that the Exhibitor's duty to indemnify, defend and hold harmless shall not extend to such claims, suits, damages, liabilities, losses, expenses, and costs (including any of the foregoing resulting from the Indemnitees' own negligence, including reasonable attorney fees) as are solely caused by the negligence or willful misconduct of the Indemnitees. The terms of this provision shall survive the termination or expiration of this Contract.

Address questions and correspondence to:

Tracy Thompson: Exhibition Sales
Phone: +1 918 560 9414
E-mail: tthompson@aapg.org

Tamra Campbell: Exhibition Sales Coordinator
Phone: +1 918 560 9434
E-mail: tcampbell@aapg.org

Submit Completed Contact to: sales@aapg.org

AAPG Global Business Only:

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

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 2021 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 must accompany this contract.
 - Lessee understands and agrees that the remaining 50% will be due on or before 15 January 2021 to retain booth space.
 - All contracts received after 15 January 2021 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.
 - Lessee's canceling booth space on or before 15 January 2021, 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 15 January 2021 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 15 January 2021 will receive a 50% refund of the canceled/reduced space value.
 - Lessees submitting notices of booth space reductions after 15 January 2021 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. If AAPG cancels the Event due to circumstances that render it impracticable as described on Page 1, Provisions Paragraph 3, or as otherwise determined in AAPG's sole and absolute discretion, then AAPG shall refund Lessee all rental fees, deposits, or other sums previously paid under this Contract, less Lessee's pro-rata share of all Event expenses incurred by AAPG through the date of cancellation. Notwithstanding the foregoing, under no circumstances shall AAPG's liability to Lessee ever exceed the rental fees, deposits, or sums actually received by AAPG from Lessee.
6. Approximately 120 days prior to 22 May 2021, 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.
7. Admittance to the Exhibition will be by Registration Badge only.
8. 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.
9. 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.
10. 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.
11. The purpose of the Event is the advancement of the science and the profession of petroleum geosciences. 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. 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.
12. Exhibitor personnel and/or hired booth representatives 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. 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.
13. 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>
14. In the event the World Health Organization or any federal, state, or local government authority declares a pandemic or epidemic, or identifies an illness, disease, or other health condition of concern to the general public at large, including, but not limited to, the 2019 novel coronavirus disease (COVID-19) (each such threat an "Infection Risk"), Lessee acknowledges that, by servants, employees, independent contractors, invitees, and/or guests (collectively, the "related Parties") may be exposed to an Infection Risk and/or contract an illness or disease arising therefrom. By attending the Event, Lessee acknowledges and assumes any and all risks associated with, related to, or arising out of each such Infection Risk. Lessee further acknowledges that it has advised, or will advise, all of its Related Parties of any Infection Risk prior to their attendance at the Event. Lessee, on behalf of itself and its Related Parties, hereby agrees to indemnify, defend, hold harmless, and release Indemnities (as defined herein) against any and all claims arising out of or related to any Infection Risk. AAPG may require Lessee and the Related Parties to acknowledge any Infection Risk and release AAPG from any and all liability therefor prior to their participation in the Event.
15. 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.
16. 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.
17. 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.
18. Except with AAPG's permission, no motorized vehicles are allowed in the exhibition except those reasonably necessary to assist persons with disabilities.
19. 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.
20. 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.
21. 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.
22. Lessee shall limit the volume of sound equipment controlled by it to a conversational level as determined by AAPG in its sole discretion.
23. Lessee's booth shall be accessible to all Exhibition attendees except an area may be draped or otherwise enclosed and marked "Confidential".
24. 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.
25. 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.
26. 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.
27. Time is of the essence of this Contract.
28. 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.
29. 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.

Initials: