

## **Contract for Commercial Exhibit Space**

13-15 June 2023 • Colorado Convention Center • Denver, CO

		Exhibitor ID#
EXHIBITOR INFORMATION		
Company Name:	Date:	
Primary Contact:	Title:	
E-mail:	Mobile:	
Mailing address:		
City: State/Province:	Country:	Zip/Postal Code:
Phone: Website:		
Companies from whom we desire booth separation (URTeC will make eve	ry effort to accommodate requests, l	out cannot guarantee):
Preferred Booth Locations (Please select booths in varied locations. In the event selected choices are not available, URTeC reserves the right to place the exhibitor	PROVISIONS:	
in a like configuration.)  12345	<ol> <li>The individual signing this Contract warrants that the product sought to be exhibited qualifies for the exhibition. If URTeC later determines that such product in fact does not qualify for exhibition, URTeC can cancel the</li> </ol>	
Space requirements: Minimum 100 square feet (10 ft. x 10 ft.)	<ul> <li>Contract without refunds.</li> <li>URTeC 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</li> </ul>	
Floor space only: \$31.00/square foot	caused by the gross negliger	nt such loss, injury or damages are solely nce or willful misconduct of URTeC or its
Booth Dimensions: X = total square feet		URTeC be responsible for any loss (including
Total sq. ft X \$31.00/sq. ft. = Total Exhibition Cost \$ 50% deposit due with contract \$	expense, of whatever nature cancellation as a result of ar	f business, loss of profits, injury, damage, or ) that Lessee may suffer due to Event by condition that renders the Event that would render the Event impracticable
ayment Method	lightning, utility interruption, tornado, earthquake, blizzard	o, the following: casualty, explosion, fire, flood, weather, pandemic, epidemic, hurrican d, or other acts of God; any federal, state, or
Invoice *Electronic payment details included on invoice.  Billing Address same as above	or civil disturbances.	regulation; acts of public enemies; strikes; riot
Billing Address different – details below:	Resources Technology Conf	demnify and hold harmless the Unconvention erence ("URTeC"), American Association of G"), URTeC Sponsoring Organizations, their
Additional Billing instructions:	respective officers, directors (collectively "Indemnitees"),	, employees, agents, and each of them with respect to any claims, suits, damages, and costs (including attorneys' fees) which ar
Credit Card Payment	of the Indemnitees may suff connected with the Contract	er or be subject to, and which are in any way or the presence by the Exhibitor, Exhibitor's opointed Contractor; provided, however, that
Visa ○ MasterCard ○ American Express ○ Discover Prefer to receive link to enter credit card details online. An invoice will be emailed with link.	the Exhibitor's duty to indem extend to such claims, suits,	nify, defend and hold harmless shall not damages, liabilities, losses, expenses, and oregoing resulting from the Indemnitees' own
CC Number:Security:	negligence or willful miscon	able attorney fees) as are solely caused by the duct of the Indemnitees. The terms of this rmination or expiration of this Contract.
Cardholder Name:	providen enameda vive the te	Trimitation of expiration of this contract.
Please select amount to charge: □ 50% □ 100%	Address questions and corr	espondence to Exhibition Sales:  Tracy Thompson
	Companies: A-K	Companies: L-Z
	Phone: +1 918 497 4606	Phone: +1 918 560 9414
URTEC Exhibition ONLY: Booth # Assigned: Sq. Ft.:	•	



# URTeC 2023 TERMS AND CONDITIONS

#### 1 CONTRACT

This application and Contract ("Contract") shall be binding upon its acceptance as set forth below. URTeC may cancel or terminate this Contract at any time if Lessee fails to abide by any provisions, terms or conditions of this Contract.

#### CHARACTER

The Unconventional Resources Technology Conference (URTeC) is undertaken by the sponsoring organizations primarily for the technical education of their members. To provide the best possible atmosphere to discuss the technical application of the equipment and services displayed, each exhibitor agrees to abide by the rules and regulations stated herein and as explicitly stated in the Exhibit Regulations.

- 3. PAYMENTS/CANCELLATIONS/SPACE REDUCTION
  - Applications for space must be accompanied by a minimum 50% deposit. Space application without required payment will delay assignment.
  - Payment in full for exhibit space is due on or before 20 January 2023. Applications received after 20 January 2023 must include full payment for the booth size requested. Space applications received without required payment will not be processed. URTeC reserves the right to cancel and reassign any exhibit space for which an invoice remains unpaid for more than thirty (30) days after invoice due date. No exhibitor will be allowed to begin move-in operations or be listed as an Exhibitor in the Program Book until full payment and a duly executed contract has been received by URTeC.
  - After space has been confirmed and accepted, a reduction in space is considered a
    cancellation and will be governed by the same policies as outlined below. Reduction
    in space can result in relocation of exhibit space at the discretion of URTeC.
  - Exhibitor understands that failure to pay booth space fees shall not void obligations under Terms and Conditions of this Contract.
  - Should an exhibitor cancel from the Exhibition, the following shall apply:
    - a. Exhibitors cancelling booth space on or before 20 January 2023, will be charged and owe 50% of the total invoiced amount as a cancellation fee.
    - No refunds are issued for cancellations after 20 January 2023 and the Exhibitor will be responsible for the full contract payment.
    - c. No cancellations shall be acknowledged unless received in writing and confirmed by a URTeC representative. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.
    - d. Upon exhibitor notification of cancellation, URTeC has the right to resell the space vacated.
    - e. Refunds will be issued within 90 days of receipt of notice of cancellation.
- 4. If URTEC cancels the Event due to circumstances that render it impracticable as described on Page 1 Provisions, Paragraph 3, or as otherwise determined in URTeC's sole and absolute discretion, then URTeC 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 URTeC through the date of cancellation. Notwithstanding the foregoing, under no circumstances shall URTeC's liability to Lessee ever exceed the rental fees, deposits, or sums actually received by URTeC from Lessee.
  5. NO-SHOW RULING
  - If an exhibitor fails to utilize the exhibit space and/or the space is vacant at the time of the published deadline for completion of installation, URTeC reserves the right to consider the space to be cancelled and vacated. All requests for installations beyond the published installation completion deadline must be submitted to URTeC in writing. Approval of late installation requests are at the discretion of URTeC. Should URTeC not be notified in writing, URTeC reserves the right to resell the canceled space and the contract will become null and void.

## SUBLETTING SPACE

No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to him, nor exhibit therein, 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 his business except upon written consent of URTeC. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE

- Standard booth draping and an identification sign listing company name and booth number will be provided to all linear booths. Any additional draping used must comply with show color scheme and the published fire safety regulations.
- Crated shipments, machinery or equipment delivered to convention venue by trucks (other than vans) will be handled as outlined belowand further detailed in the Exhibitor Services Manual as part of exhibit space rental fee. Before Exhibition truck unloading, delivery to booth, and crate storage; After Exhibition—crate return to booth, crate removal and reloading.
- Two full Complimentary Exhibitor Registrations per 100 square feet of exhibit space will be allotted to each contracted company for purpose of registering booth personnel.
- Discounted Exhibitor Registration rates for additional booth personnel.
- EAC Contractor Registration Rates.
- Company listing in official Conference Program (must meet deadline).
- All exhibitors are required to carpet or provide flooring inside their booth space.
   URTeC will carpet all major aisles.
- 3. CHANGE OF FLOOR PLAN OR SPACE ASSIGNMENT

URTeC reserves the right to change the floor plan design without notice. URTeC may also move an exhibitor to another location prior to or during the show, if such change is deemed to be in the overall best interest of the exhibition by URTeC.

#### 9. INSURANCE

Insurance for fire, property, public liability and theft must be taken out by each exhibiting company 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. EXHIBITOR SERVICES

To ensure the configuration of a smooth installation, dismantling and operation during the Exhibition, an Official Contractor will be appointed. Although full-time employees of an Exhibitor-Appointed Contractor, other than the Official Contractor may be authorized to gain access to the exhibition areas, exhibitors are urged to obtain required labor and services from the URTeC Official Contractor.

#### 11. EXHIBITOR CONDUCT/DRESS ATTIRE

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. URTeC 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. URTeC CODE OF CONDUCT

URTeC is dedicated to providing a harassment-free conference experience for everyone, regardless of gender, sexual orientation, disability, physical appearance, body size, race, or religion. URTeC and its sponsoring organizations, (SPE, AAPG, SEG) do not tolerate harassment of conference participants in any form. All attendees, guests, speakers, exhibitors, organizers and volunteers are required to conform to the Code of Conduct. The complete URTeC code of Conduct Policy can be found at https://urtec.org/code-of-conduct

#### 13. EXHIBITOR APPOINTED CONTRACTORS

Should the Exhibitor choose to hire its own contractor(s) ("Exhibitor Appointed Contractor") to provide services to Exhibitor in connection with the Exhibition, Exhibitor shall obtain a Certificate of Insurance for each Exhibitor Appointed Contractor confirming that such Exhibitor Appointed Contractor carries at least Two Million Dollars in liability insurance coverage and has named, Unconventional Resources Technology Conference (URTeC) and American Association of Petroleum Geologists (AAPG), "et al" as additional insureds on all policies, except the workers compensation. All policies include a Waiver of Subrogation in favor of URTeC and AAPG "et al".

#### 14. EXHIBITOR SERVICES MANUAL

Approximately 90-120 days **prior to 13 June 2023**, URTeC will make available to Lessee an Exhibitor Services Manual ("Manual") via e-mail or in other electronic media. Any rules, Additional Contract Provisions or amendments 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.

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 attending the Event, Lessee's officers, directors, shareholders, members, managers, agents, 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 Indemnitees (as defined herein) against any and all claims arising out of or related to any Infection Risk. URTeC may require Lessee and the Related Parties to acknowledge any Infection Risk and release URTeC from any and all liability therefor prior to their participation in the Event.

## 16. AMENDMENTS

Any and all matters and questions not specifically covered by the articles in this Contract or in the official additional contract revisions shall be subject to the decision of URTeC and may be amended at any time by URTeC in the overall best interest of the exhibition and notice thereof shall be binding on the exhibitors equally with the foregoing in this Contract.

## 17. ADMITTANCE TO EXHIBITION

Admittance to the Exhibition will be by Registration Badge only. 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 haddes

18. 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:
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