

## **International Pavilion Exhibit Space Contract**

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

	AAPG	International Conference & Exhibition 2017 London, England		8
15-18	October 2017 • ExCeL	• London, England		

COMPANY INFORMATION	PAYMENT METHOD			
Please print legibly. This is the name that will appear on all printed material	Please select one:			
Company Name:	☐ Credit Card Payment ☐ Check Payment ☐ Wire Transfer			
By (Authorized Signature):  Date:	□ MasterCard □ Visa □ American Express □ Discover □ Diner's Club  Card Account Number:			
Primary Contact (To Receive Exhibit Materials):	Expiration Date:			
Telephone (+ Country Code):	Printed Name of Cardholder:			
Email:	Authorized Signature:			
Show Guide Contact (Listed in Official Show Guide):	Fax to: 303.308.9101			
Title:				
Address:	Check Payment  Make check payable to International Pavilion and mail to: International Pavilion			
City: State:	899 Logan St., Ste 511			
	Denver, CO 80203 USA			
Country: Zip/Postal Code:				
Telephone (+ Country Code):	Wire Transfer Payment - \$30.00 Fee  For wire transfer information contact: International Pavilion Phone: 303.308.9100 E-mail: info@internationalpavilion.com			
Fax (+ Country Code):				
Email:				
Website:	Address all questions and correspondence to:			
Exhibit Space Location Request	Gina Godfrey, International Pavilion Managing Director			
Choose three or more widely separated locations:	Brian Clingan, International Pavilion Marketing Coordinator Phone: 303.308.9100			
1 <sup>st</sup> Choice 2 <sup>nd</sup> Choice 3 <sup>rd</sup> Choice	E-mail: info@internationalpavilion.com			
☐ Basic Package with Furnishings - \$565/m²				
2.4m (h) x 1m (w) white panels with aluminum frames, aluminum fascia board with white panels, electrical main connection 1 kW including consumption & wall socket, company name, grounding/earthing stand, carpet (show management color choice) PLUS Furniture Package including 1	For International Pavilion Use Only			
table, 2 chairs, 1 waste bin	By:Date:			
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Title:			
	<u>Dimensions:</u> Total Area: m <sup>2</sup>			
	Stand No(s). Assigned			
	State Holding and the same and			



## International Pavilion Exhibit Space Contract Terms & Conditions

- The undersigned ("Lessee") hereby applies for exhibit space at the AAPG International Conference & Exhibition of the American Association of Petroleum Geologists ("AAPG"), to be held at the ExCeL London, England.
- 2. This contract shall be binding upon its acceptance as set forth below and is between International Pavilion LLC, an Oklahoma, USA limited liability company ("International Pavilion LLC") and the Lessee. International Pavilion LLC rents exhibit space at the AAPG International Conference and Exhibition from AAPG and rents booths within that exhibit space to others. The exhibit space rented hereunder has been rented from AAPG by International Pavilion LLC. The Lessee encloses 100% of the total Exhibit Space rental fee as set forth below.
- Not less than 75 days prior to 15 October 2016, the first general move-in date of the Exhibition, if this application and contract is accepted, International Pavilion LLC will send to the Lessee a copy of the 2016 Exhibitor Service Manual, via e-mail, or by or in other electronic media. The matters contained in the important information 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 ("Additional Contract Provisions"). 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 International Pavilion LLC. If such written notification is not received by International Pavilion LLC within 30 days from the sending by International Pavilion LLC 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 International Pavilion LLC of any unacceptable provision of the Additional Contract Provisions within the time provided for herein, then this contract shall terminate, and International Pavilion LLC 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 International Pavilion LLC less than 90 days prior to 15 October 2017 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 International Pavilion LLC shall be applicable and this contract, once accepted by International Pavilion LLC, 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 6 April 2017, by giving notice in writing to the other party. International Pavilion LLC 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 6 April 20174 ("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 in the International Pavilion exhibit space of the Exhibition is sold. Refunds on all cancellations will be issued within 60 days after 17 October 2017. A cancellation fee of 20% of the total cost of exhibit space requested will be assessed on all refunds resulting from Late Cancellations. The International Pavilion LLC reserves the right to move/change any exhibitor's booth assignment and/or location.
- 6. Admittance to the Exhibition will be by conference-issued registration badge only.
- 7. Children will be allowed in the exhibits hall as follows: Under age 16 not allowed during setup 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 front pack; 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 International Pavilion LLC'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, including relocating the space rented by International Pavilion LLC (and consequently, the space rented to Lessee under this Contract) at any time prior to the Convention.
- 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 International Pavilion LLC's prior written approval.
- 10. The purpose of the Conference 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.
- AAPG and International Pavilion LLC specifically disclaim any liability for any act or omission of any exhibit
- Exhibit space fees paid to either AAPG or International Pavilion LLC 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.
- Except with AAPG's permission, no motorized vehicles are allowed in the Exhibition except those reasonably necessary to assist persons with disabilities.
- Lessee and its employees, agents, and contractors (including exclusive contractors when engaged by Lessee) will comply with all rules and regulations of the Manual.
- 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 and International Pavilion LLC 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, International Pavilion LLC, nor the Conference Centre's owner and operator shall have, and Lessee shall defend, indemnify, and hold AAPG, International Pavilion LLC, 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, International Pavilion LLC, and 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.
- Lessee shall limit the volume of sound equipment controlled by it to a conversational level as determined by AAPG in its sole discretion.
- 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.
- Lessee shall, at its sole cost and expense, procure and maintain the insurance coverage's 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.
- 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 therefore. The parties hereto hereby irrevocably submit to the in personan 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.