



ARCTIC TECHNOLOGY CONFERENCE

Application/Contract for Exhibit Space

24-26 October 2016 • St. John's Convention Centre • St. John's, Newfoundland and Labrador

Exhibition Space Contract

This is an application for exhibit space at the 2016 Arctic Technology Conference (ATC) in St. John's, Newfoundland and Labrador, Canada, which will become a binding contract if the potential exhibitor satisfies ATC exhibitor requirements and if such application is accepted by ATC. The undersigned company (the "Exhibitor") does hereby make application to participate as an Exhibitor in the 2016 Arctic Technology Conference to be held at the St. John's Convention Centre. We request ATC to reserve exhibit space for our use at the Exhibition. We understand that specific booths will be assigned, to the extent available, on a first-come, first-served basis.

Preferred Booth Locations: All 5 Preferred Booth Locations must be completed. If all 5 locations are not complete, exhibitor forfeits the right to be contacted if selections are no longer available. In such case, ATC reserves the right to place the exhibitor in a like configuration in the best available location. 1. _____ 2. _____ 3. _____ 4. _____ 5. _____	<input type="checkbox"/> Floor Space Only Booth Package Free Standing 400sqft or more minimum US \$32/square foot x _____ sqft = US \$ _____ Total	Canadian GST or HST Registration #: _____ GST (Goods and Services Tax) HST (Harmonized Sales Tax)
	<input type="checkbox"/> Basic Booth Package Includes 8' back pipe and drape with 3' side drape per 100 square feet and (1) one standard 110 volt duplex outlet, 10 amps. US \$35/square foot x _____ sqft = US \$ _____ Total	
	<input type="checkbox"/> Basic Booth Package with Furnishings Includes 8' back pipe and drape with 3' side drape per 100 square feet, (1) one standard 110 volt duplex outlet, 10 amps, (1) one skirted table, and (2) two chairs. US \$38/square foot x _____ sqft = US \$ _____ Total	

EXHIBITING COMPANY INFORMATION

EXHIBITING COMPANY NAME: _____

MAILING ADDRESS: _____

CITY/STATE/PROVINCE: _____ ZIP/POSTAL CODE: _____ COUNTRY: _____

PHONE NUMBER: _____ FAX NUMBER: _____ WEB ADDRESS: _____

PRIMARY CONTACT NAME: _____ TITLE: _____

E-MAIL ADDRESS: _____ MOBILE PHONE NUMBER: _____

PROVISIONS:

A. The individual signing this agreement warrants that he/she has the authority to bind contractually the organization applying for exhibit space. The individual signing this agreement also warrants that the product brought to be exhibited qualifies for the exhibition. If ATC later determines that such product in fact does not qualify for the exhibition, ATC can cancel the space and contract without refunds.

B. ATC 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 negligence or willful misconduct of ATC or its agents or employees, and not otherwise.

C. ATC shall not be responsible for any lost business, loss of profits, injury, damage or expense, of whatever nature that the Exhibitor may suffer due to event cancellation as a result of conditions that render the event impracticable. Causes of impracticability include, but without limitation, casualty, explosion, fire, lightning, utility interruption, flood, weather, epidemic, hurricane, tornado, earthquake or other acts of God, or any law, ordinance, rule or regulation, acts of public enemies, strikes, riots, or civil disturbances.

D. The Exhibitor shall defend, indemnify and hold harmless the Arctic Technology Conference ("ATC"), American Association of Petroleum Geologists ("AAPG"), ATC Sponsoring Organizations, 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 attorney's fees) which any of the Indemnitees may suffer or be subject to, and which are in any way connected with the Agreement 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 Agreement.

ACCEPTED BY:

AUTHORIZED COMPANY REPRESENTATIVE: _____ DATE: _____ ATC EXHIBITS MANAGER: _____ DATE: _____

RETAIN COPY FOR YOUR FILES

FOR ATC MANAGEMENT USE ONLY

Company # _____ Priority # _____ Contract Received _____ Deposit Received _____

Assigned Stand # _____ Dimensions _____ x _____ = _____ Check # _____

Please make checks payable to Arctic Technology Conference in U.S. funds and mail to: Arctic Technology Conference
Questions, please contact Karen Dotts, Exhibition Sales Coordinator at kdotts@aapg.org.

Telephone: +1 918 560 2696
Facsimile: +1 918 560 2684

1444 S. Boulder Avenue
Tulsa, OK 74119 U.S.A.

PAYMENT BY CREDIT CARD: MasterCard Visa American Express Discover

Please select amount to charge 25% 100%

Card Account Number: _____ Expiration Date: _____

Printed Name of Cardholder: _____ Authorized Signature: _____



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Exhibition Space Contract Terms & Conditions

1. CONTRACT

The following provisions, plus any additions and amendments (including Exhibit Regulations and the Exhibitor Services Manual) thereto that may hereafter be established by ATC, become binding upon acceptance of this contract between the Exhibitor, its employees, agents and ATC.

2. CHARACTER

The Arctic Technology Conference 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 dress and conduct themselves appropriate to and consistent with the professional and business-like purpose and climate of the event. Personnel/models contracted to assist in an exhibitor's booth are required to wear appropriate attire. ATC 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.

3. PAYMENT/CANCELLATIONS/SPACE REDUCTION

- A. **Applications for space received must be accompanied by a minimum 25% deposit.** Space application without required payment will delay assignment.
 - B. **Payment in full for exhibit space is due by 28 April 2016.** Applications received after **28 April 2016** must include full payment for the size booth requested. Space applications received without required payment will not be processed nor exhibit space confirmed. ATC 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 listed in the Conference Program or on the ATC official Web site a duly executed contract has been received by ATC. Move-in operations will not be allowed until full payment has been received by ATC.
 - C. 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 ATC.
 - D. Should an exhibitor cancel from the Exhibition, the following shall apply:
 1. If an Exhibitor cancels before **28 April 2016** the exhibitor will receive a full refund (Less \$100 processing fee)
 2. If the Exhibitor cancels/reduces space between **28 April 2016** and prior to **19 May 2016**, the exhibitor will be assessed a cancellation penalty equal to 25% of the total cost of cancelled/reduced space.
 3. If an Exhibitor cancels/reduces space after **19 May 2016**, the exhibitor will be assessed a cancellation penalty equal to 100% of the total cancelled/reduced space.
 4. If an Exhibitor cancels with an outstanding balance due, the exhibitor remains responsible for the entire balance due, plus reasonable attorney's fees to collect. Exhibitor will not be permitted to participate in future ATC events until all outstanding balances have been paid.
 5. No refunds for exhibit space will be processed after **19 May 2016**
 - E. No cancellations shall be acknowledged unless received in writing by ATC. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.
 - F. Upon exhibitor notification of cancellation, ATC has the right to resell the space vacated.
 - G. **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, ATC 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 ATC in writing. Approval of late installation requests are at the discretion of ATC. Should ATC not be notified in writing, ATC reserves the right to resell the cancelled space.
- #### 4. EXHIBIT SPACE ASSIGNMENTS
- A. Exhibit space is assigned based on a first-come, first-served basis. ATC shall assign the exhibit space for the period of the 2015 Exhibition only and does not imply that the same or similar space will be held or offered for future shows. ATC reserves the right to determine the eligibility of any company or product for inclusion in the exhibition.
 - B. Upon official space assignment, exhibitor will receive a Booth Confirmation Notice. Exhibit space assigned shall be deemed accepted by exhibitor unless reflected in writing to ATC.

5. 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 prior written consent of ATC.

6. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE

- A. Two (2) complimentary full conference registrations per 100 square feet purchased.
- B. Company listing in the official Conference Program Book
- C. Discounted Exhibitor Registration rates for additional booth personnel.
- D. Fully carpeted exhibition hall. No floor covering is required.
- E. Three stand options available (refer to page 1 of this contract for details)

7. CHANGE OF FLOOR PLAN OR SPACE ASSIGNMENT

ATC reserves the right to change the floor plan design without notice. ATC 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 ATC.

8. 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.

9. EXHIBITOR SERVICES

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

10. EXHIBITOR APPOINTED CONTRACTORS

Should Exhibitor choose to hire its own contractor(s) ("Exhibitor Appointed Contractor") to provide services to Exhibitor in connection with the Conference, 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, Offshore Technology Conference, Inc. (OTC) 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 OTC and AAPG "et al".

11. LEAD/DATA RETRIEVAL SYSTEMS

Exhibitor understands and agrees that in exchange for its payment, it will receive solely the right to use the exhibit space. Exhibitor may use the Official Contractor for Lead/Data Retrieval System to collect information regarding persons who visit its exhibit space. The information collected with the Lead/Data Retrieval System however, is for the sole use of the company or business organization that collects it. Exhibitor understands and agrees that, under the terms of its license, it may not attempt to develop a compilation of attendees and/or other participants of ATC by exchanging any lead information collected at the conference with other attendees, exhibitors and/or other participants at the Conference. Exhibitor understands and agrees that the compilation of the attendees and/or other participants of the Conference is sole property of ATC. Exhibitor agrees that it will not use any lead data collected at the Conference to attempt to develop a compilation of attendees and/or participants that would be competitive to, or could be used in lieu of, the compilation that ATC offers for sale.

12. EXHIBITOR SERVICES MANUAL

Approximately 120 days from the Exhibition (June 2016), ATC will prepare an Exhibitor Services Manual which will be produced electronically and available on the official ATC website Exhibitor Dashboard page. The Exhibitor Services Manual will include information integral to participation at the Exhibition, including, but not limited to additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, etc.

13. AMENDMENTS

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