

Exhibitor ID# _____

This is an application for exhibit space at the 2019 Unconventional Resources Technology Conference (URTeC) in Denver, CO which will become a binding contract ("Contract") if the potential exhibitor satisfies URTeC exhibitor requirements and if such application is accepted by URTeC. The undersigned company (the "Exhibitor") does hereby make application to participate as an Exhibitor in the 2019 URTeC to be held at the Colorado Convention Center in Denver, CO USA, 22-24 July 2019. We request URTeC to reserve exhibit space for our use at the Exhibition.

EXHIBITOR INFORMATION

Exhibiting company name: _____ **Date:** _____

Primary Contact: _____ **Title:** _____

E-mail: _____ **Mobile:** _____

Mailing address: _____

City: _____ **State/Province:** _____ **Country:** _____ **Zip/Postal Code:** _____

Telephone: _____ **Fax:** _____ **Website:** _____

Companies from whom we desire booth separation (URTeC will make every effort to accommodate requests, but 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 in a like configuration.)

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Space requirements: Minimum 100 square feet (10 ft. x 10 ft.)

Requested exhibit configuration: Standard (linear) Island

Floor space only: \$29.50/square foot

Booth Dimensions: _____ X _____ = _____ **total square feet**

Total square feet requested: _____ X **\$29.50** per square foot = \$ _____

TOTAL EXHIBIT SPACE COST: \$ _____

AMOUNT PAID WITH CONTRACT: \$ _____

100% due on 4 February 2019

Provisions:

1. 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 Contract without refunds.
2. 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 employees) only to the extent such loss, injury or damages are solely caused by the gross negligence or willful misconduct of URTeC or its agents or employees, and not otherwise.
3. URTeC shall not be responsible for any loss of 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. Such causes that would be impracticable include, but without limitation, casualty, explosion, fire, lightning, utility interruption, flood, weather, epidemic, hurricane, tornado, earthquake, blizzard or other acts of God, or any law, ordinance, rule or regulation, acts of public enemies, strikes, riots or civil disturbances.
4. The Exhibitor shall defend, indemnify and hold harmless the Unconventional Resources Technology Conference ("URTeC"), American Association of Petroleum Geologists ("AAPG"), URTeC 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 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.

PAYMENT METHOD

Credit Card Payment Check Payment Wire Transfer* Invoice (net 30)

Visa MasterCard American Express Discover

CC Number: _____ **Exp:** _____ **Security:** _____

Printed Name of Cardholder: _____

Authorized Signature: _____

Please select amount to charge 50% 100%

*For Wire transfer information, contact tcampbell@urtec.org

URTeC Exhibition ONLY:

Amount Charged/Invoiced: \$ _____

Invoice No. _____

Booth # Assigned: _____ Sq. Ft.: _____

URTeC 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 Unconventional Resources Technology Conference ("URTeC"), 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. 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.

2. 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 4 February 2019.** Applications received after 4 February 2019 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.
- Should an exhibitor cancel from the Exhibition, the following shall apply:
 - a. If an exhibitor **cancels between the time of application and on or before 10 January 2019**, the exhibitor will receive a full refund (less a \$100 contract processing fee).
 - b. If an exhibitor **cancels/reduces after 10 January 2019 and on or before 4 February 2019**, the exhibitor will be assessed a cancellation penalty equal to 25% of the total cost of contracted canceled/ reduced exhibit space.
 - c. If an exhibitor **cancels/reduces after 1 February 2019**, the exhibitor will be assessed a cancellation penalty equal to 100% of the total cost of contracted canceled/reduced exhibit space.
 - d. If an exhibitor **cancels/reduces after 4 February 2019** with an outstanding balance due, the exhibitor remains responsible for the entire balance due, plus any reasonable fees to collect. Exhibitor will not be permitted to participate in future URTeC events until all outstanding balances have been paid.
 - e. **No refunds will be processed after 4 February 2019.**
 - f. 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.
 - g. Upon exhibitor notification of cancellation, URTeC has the right to resell the space vacated.

4. 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 canceled 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.

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 written consent of URTeC.

6. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE

- Standard booth draping (8-ft. high back wall and 3-ft. side rails) and an identification sign (7x44 inch) 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 the **Colorado Convention Center** by trucks (other than vans) will be handled as outlined below and 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.
- 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.

7. 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.

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, 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.

10. 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.

11. 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".

12. EXHIBITOR SERVICES MANUAL

Approximately 90-120 days **prior to 22 July 2019**, 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.

13. 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.

14. 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 badges.

Initial: _____