



**EXHIBIT SPACE RESERVATION CONTRACT**  
 SPE Improved Oil Recovery Conference—Virtual Format  
 April 25-29, 2022

This is a contract between the undersigned Company, hereinafter called the Exhibitor, and the Society of Petroleum Engineers, hereinafter referred to as SPE, for virtual exhibit space during the SPE Improved Oil Recovery Conference, April 25-29, 2022

**Exhibitor Information:**

Please type or print. List the company name, address, telephone number, and URL (web address) exactly as you want them to appear in the official program.

Exhibiting Company		Company Phone Number	
Mailing Address		Company Fax Number	
City	State/Province	Zip/Postal Code	Country
Company URL			
Primary Contact <i>(will receive mailings)</i>	Title	Phone Number	Email Address
Secondary Contact <i>(if necessary)</i>	Title	Phone Number	Email Address

**Cost for one virtual booth: US \$2,500.00**

**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 sought to be exhibited qualifies for the Exhibition. If SPE later determines that such product in fact does not qualify for the Exhibition, SPE may cancel the space and contract without refunds.
- B. SPE may be held liable for loss, injury, or damages sustained by the Exhibitor or the Exhibitor's personnel (i.e., the 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 SPE or its agents or employees, and not otherwise.
- C. SPE 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. Causes of impracticability include, but without limitations, 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 hereby agrees to defend, indemnify, and hold harmless SPE and its agents and employees with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including reasonable attorney fees) which SPE and its agents or employees may suffer or be subjected to, and which are in any way connected with the Contract or the presence of the Exhibitor or the Exhibitor's personnel at the Exhibition; provided, however, that the Exhibitor's duty to indemnify and hold harmless shall not extend to such claims, suits, damages, liabilities, losses, expenses, and costs (including any of the foregoing resulting from SPE's own negligence, including reasonable attorney fees) as are solely caused by the negligence or willful misconduct of SPE or its agents or employees.

Accepted by:

Accepted by SPE:

\_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 SPE Exhibits Chair

\_\_\_\_\_  
 Date

**Please make check payable to "SPE IOR Conference" in US funds (Tax ID # 75-2001539) and mail with this contract to: IOR Conference, ATTN: Exhibits Coordinator, 16 S A Ave, #458, Bixby OK 74008, USA (please be sure to use this address and not an older one at The University of Tulsa).**

**If you prefer to pay by credit card, check here  and mail the contract to the address above. Marsha Whitney will send you the online payment instructions when our system is ready.**

**See Terms and Conditions on the next page**

## SPE IMPROVED OIL RECOVERY CONFERENCE TERMS AND CONDITIONS

1. **Contract** - The following provisions, plus any additions and amendments thereto that may hereafter be established by SPE, become binding upon acceptance of this contract between the Exhibitor, its employees and agents, and SPE.
2. **Character of Exhibit** - The SPE Improved Oil Recovery Conference is undertaken primarily for the technical education of their members. To provide the best possible atmosphere in which to discuss the technical application of the equipment and services displayed, each Exhibitor agrees to abide by all rules and regulations stated herein and as explicitly stated in the Exhibit Regulations.
3. **Payment/Cancellation/Space Reduction** -
  - A. Applications for space must be accompanied by full payment for exhibit space. Space application without required payment will delay assignment.
  - B. 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.
  - C. Should an Exhibitor cancel from the Exhibition, the following shall apply:
    1. If an Exhibitor cancels between time of application and January 31, 2022, the Exhibitor will receive a full refund.
    2. If an Exhibitor cancels between February 1, 2022 and March 31, 2022, the Exhibitor will be assessed a cancellation penalty equal to 25% of the total cost of exhibit space.
    3. If an Exhibitor cancels after March 31, 2022, the Exhibitor will be assessed a cancellation penalty equal to 100% of the total cost of exhibit space. Should the Exhibitor have an outstanding balance due to SPE upon notice of cancellation, the Exhibitor will remain responsible for the full outstanding balance.
  - D. No cancellations shall be acknowledged unless received in writing by SPE. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.
  - E. Upon an Exhibitor's notification of cancellation, SPE has the right to resell the space vacated.
4. **Exhibit Space Assignments** - Exhibit space is assigned on a first-come, first-served basis. SPE shall assign the exhibit space for the period of the 2022 Exhibition only and does not imply that the same or similar space will be held or offered for future exhibitions. SPE reserves the right to determine the eligibility of any company or product for inclusion in the Exhibition.
5. **Subletting Space** - No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to the Exhibitor, nor exhibit therein, nor permit any other person or party to exhibit therein, other goods, apparatus, etc., not manufactured or distributed by the Exhibitor in the regular course of his/her business, except upon written consent of SPE.
6. **Items Included in the Cost of Exhibit Space** -
  - A. A dedicated exhibit space in which you may display your logo and/or banner; links to videos, presentations, webinars, and documents; photos and contact information for your personnel; and an opportunity for interactive communication with your exhibit visitors.
  - B. Two (2) complimentary conference registrations (for exhibit personnel).
7. **Exhibit Regulations - Note: In order to provide a well-balanced, well-regulated, attractive and successful Exhibition, no exceptions to the following rules will be permitted. SPE reserves the right to enforce strict compliance with these Exhibit Regulations.**
  - A. Exhibitors shall refrain from the performance of any act that effects a sale of any of the products or services being displayed or that constitutes a necessary step in effecting such sale. The prohibited acts shall include, but are not limited to: (a) the actual sale of products in return for cash, check, or other legal tender received at the exhibit; and (b) the execution of contracts or other documents that effect the sale of products or services, whether or not accompanied by receipt of a deposit thereon, for delivery or performance following the Exhibition. Exhibitors may secure names and addresses of persons expressing an interest in the products or services being displayed for the purpose of contacting such persons after the Exhibition.
  - B. Each Exhibitor understands and agrees that these Terms and Conditions are an integral and binding part of the Exhibit Space Reservation Contract.
8. **Amendments** - Any and all matters and questions not covered by the articles in this contract shall be subject to the decision of SPE and may be amended at any time by SPE in the overall best interest of the Exhibition, and notice thereof shall be binding on the Exhibitors equally with the foregoing contract.