1. CHARACTER; RESERVATION OF RIGHTS
   a. Character. Sponsored by SPE, the Event is undertaken primarily for the technical education of its members. To provide the best possible atmosphere to discuss the technical application of the equipment and services displayed, each Exhibitor agrees to (i) exhibit only products which it manufactures, represents, or distributes, which comprise materials, systems, services, and other components/products applicable to advancing the engineering and scientific knowledge and development of energy resources and environment and (ii) display such products or services in a tasteful manner so as to describe and depict the advantages of using such products or services.

2. PAYMENTS/CANCELLATIONS/SPACE REDUCTION
   a. Right to Cancel Booth Space – Unpaid Invoices. SPE reserves the right to cancel exhibit space for any company with a past due balance for ANY SPE event.
   b. 50% Deposit. Contracts must be accompanied by a 50% deposit. Exhibitors who have not paid their 50% deposit within 30 days of space assignment will have their exhibit space cancelled by SPE within 7 days of non-payment.
   c. Full Payment. Contracts received after 19 May 2020 must include full payment. Contracts received without required payment will not be processed. Exhibitors who are assigned and not paid in full by 19 May 2020 are subject to have one point deducted from their total priority points (if applicable).

3. EXHIBIT FLOOR PLAN OR SPACE ASSIGNMENT
   a. Exhibit Assignment Space. Exhibit space is assigned based on the SPE Priority Point System (if applicable), then a first-come, first-served basis. SPE shall assign the exhibit space for the period of the Event only and does not imply that the same or similar Exhibit space will be held or offered for future Events. Upon official exhibit space assignment, Exhibitor will receive a Booth Confirmation Letter. Exhibit space assignment shall be deemed accepted by Exhibitor unless reflected in writing to SPE.
   b. Changes to Exhibit Floor Plan or Exhibit Space Assignment. SPE reserves the right to change the floor plan design at any time and without notice. SPE may also move Exhibitor to another location prior to or during the Event, if such change is deemed to be in the overall best interest of the exhibit by SPE in its sole discretion.

4. ASSIGNMENT; SUBLETTING SPACE. Exhibitor shall not assign, sublet, or appoint the whole or any part of the exhibit space allotted to them, 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 business except upon prior written consent of SPE.

5. INSURANCE. (A) Exhibitor shall, at its own expense, secure and maintain insurance for the entire duration of the Event (move-in through move-out), the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and in compliance with Exhibitor’s obligations under this contract.
   a. Comprehensive General Liability insurance with limits not less than $1,000,000 each occurrence, $1,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and
   b. Automobile Liability insurance (required if bringing automobiles into the show venue) with limits not less than $500,000 each occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

6. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE
   a. Standard booth draping (8-ft high back wall and 3-ft side rails) and identification sign (7 x 11 in) listing Exhibitor name and booth number will be provided to all linear booths. Any additional draping used must comply with Event color scheme and the published fire safety regulations.
   b. Crated shipments, machinery, or equipment delivered to the convention center by trucks (other than vans) will be handled as outlined below and further detailed in the Exhibitor Services Manual.
   c. Nightly vacuuming of the exhibit floor is included in space rates only. Additional cleaning services are available as outlined in the Special Cleaning Form.
   d. Exclusive of late installation requests at the discretion of SPE. Should Not be notified in writing, SPE reserves the right to resell the canceled Exhibit Space and the contract will be canceled with all outstanding balances due.

7. LIMITATION OF LIABILITY. SPE 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 SPE or its agents or employees, and not otherwise. 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 a Force Majeure Event or other conditions that render the Event impracticable in SPE’s sole determination. In no event will SPE’s liability exceed the amount paid by Exhibitor under this Contract. Under no circumstances will SPE be liable to Exhibitor for indirect, incidental, consequential, special, or exemplary damages (even if SPE has been advised of the possibility of such damages) arising from any provision of this Contract, including but not limited to, the exercise by SPE of any of its rights under this Contract.
8. INDEMNIFICATION. Exhibitor shall defend, indemnify, and hold harmless SPE, its officers, directors, employees, agents, and each of them, with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including attorneys' fees) (“Claims”) which SPE, its officers, directors, employees, agents, and each of them may suffer or be subject to, and which are in any way connected with the Contract or the presence of the Exhibitor. Exhibitor’s personnel, or any Exhibitor-appointed contractor (“EAC”) at the Event; provided, however, that the Exhibitor’s duty to indemnify, defend, and hold harmless shall not extend to Claims, as are solely caused by the gross negligence or willful misconduct of SPE, its agents, or employees. The terms of this provision shall survive the termination or expiration of this Contract.

9. EXHIBITOR SERVICES. To ensure the configuration of a smooth installation, dismantling, and operation during the Exhibition, SPE official contractors will be appointed. Although full-time employees of EACs, other than the SPE Official Contractors, may be authorized to gain access to exhibition areas, Exhibitor is urged to obtain required labor and services from SPE Official Contractors. No EACs may be used for services noted as ‘Exclusive’ on the Event Official Contractors list.

10. PHOTOGRAPHY/VIDEOGRAPHY. Exhibiting personnel found in violation of the Photography/Video/Audio Recording Regulations specified in the Exhibitor Services Manual are subject to removal from Event and to have their photography equipment or devices confiscated in order to remove all photos or video images. Multiple offenses by Exhibitor will subject the Exhibitor to having their staff being removed from the Event. This will also subject Exhibitor to losing priority points (if applicable), including and up to losing the ability to exhibit at future SPE events.

11. REGISTRATION LISTS AND 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 (if applicable) to collect information regarding persons who visit its exhibit space. The information collected with the Lead/Data Retrieval System or purchased/rented Registration Lists however, is for the sole use of the company or business organization that collects/rents it. Exhibitor understands and agrees that (i) under the terms of its license, it may not attempt to develop a compilation of attendees and/or other participants of the Event by exchanging any lead information collected/rented at the Event with other attendees, Exhibitors, and/or other participants at the Event or with third parties not associated with SPE, and (ii) the compilation of the attendees and/or other participants at the Event is sole property of SPE and that SPE offers that compilation for sale. Exhibitor agrees that it will not use any lead data collected/rented at the Event 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 SPE offers for sale.

12. HOSPITALITY EVENTS. Exhibitor is encouraged to hold hospitality events during the Event. However, Exhibitor is prohibited from holding these events (whether on-site or off-site) during official Event hours or events.

13. GENERAL
   a. Survival. All provisions of this Contract which by their nature should survive termination will survive, including without limitation, accrued rights to payment, indemnity, limitation of liability and Exhibitor’s obligations as provided in Section 6.
   b. Governing Law and Jurisdiction. This Contract will be construed and enforced in accordance with the laws of the State of Texas. The parties submit to exclusive jurisdiction to the federal and state courts of Collin County, Texas.
   c. Severability. If any portion of this Contract is held to be invalid or unenforceable, all other terms and conditions shall remain in full force and effect.
   d. Representations and Warranties. Each party warrants and represents to the other that it (i) has the power and authority to enter into this Contract, and (ii) will comply with all applicable laws, statutes, codes and regulations in its performance of its responsibilities under the Contract.
   e. Representations and Warranties. Each party warrants and represents to the other that it (i) has the power and authority to enter into this Contract.

14. FORCE MAJEURE
The performance of this Agreement by either party is subject to any act, event or occurrence beyond the reasonable control of the parties, including but not limited to, acts of God, terrorism, war (whether declared or otherwise), riots, forces of nature, action or inaction by a government agency, government regulations or advisories, disaster, threatened or actual strikes (other than strikes of venue’s employees), civil disorders, curtailment of transportation or transportation facilities, political or social disturbance, or a Public Health Emergency of International Concern, outbreaks of disease, epidemics, or pandemics, including but not limited to those declared by the World Health Organization that would make the event impossible, illegal, commercially impractical, or ill-advised (“Force Majeure Event”). This Agreement may be terminated without penalty for any Force Majeure Event by written notice from one party to the other. In the event of a Force Majeure Event, the organizer in its sole discretion is allowed to reschedule the dates of the event with the already paid deposit allocated to the new dates mutually agreed by both parties. If the venue is unable to provide the venue to the organizer on a mutually agreed rescheduled event date, the venue will refund all monies paid by the organizer prior to termination. Refunds must be made within thirty (30) days after termination.