

2019 ATCE Terms and Conditions

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, equipment, apparatus, systems, services, and other component 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.
- b. **SPE Rights.** SPE reserves the right, in its sole and unfettered discretion, to: (i) determine the eligibility of Exhibitors, exhibits, and products displayed for the Event; (ii) reject, prohibit, or remove exhibits or Exhibitors which SPE considers objectionable, inappropriate, disruptive, or offensive to SPE, other Exhibitors, or Event attendees; (iii) change or modify the layout of the Event and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Event due to an event beyond the reasonable control of SPE—including, but not limited to, 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 ("Force Majeure Event"); (v) change, within reasonable limits, the date, location, and duration of the Event; without any liability to SPE (vi) from time to time to establish and amend or modify any regulations governing use of the facility and the Event; and (vii) determine whether an Exhibitor has violated any Exhibit Regulations or other Exhibit rules.

2. PAYMENTS/CANCELLATIONS/SPACE REDUCTION

- a. **Right Not to Assign Exhibit Space – Unpaid Invoices.** SPE reserves the right not to assign any Exhibit Space for which an invoice for ANY SPE event remains unpaid for more than thirty (30) days after invoice due date.
- b. **No Deposit.** Agreements received prior to 09 November 2018 need not be accompanied by a deposit. A 50% deposit must be submitted to SPE on or before 09 November 2018.
- c. **Deposit.** Agreements received between 09 November and 05 April 2019 must be accompanied by a minimum 50% deposit. Exhibitors who have not paid their 50% deposit by 09 November 2018 and have not notified SPE of their cancellation within 5 business days of the 09 November 2018 deposit due date will have their Exhibit Space cancelled and reassigned by SPE at the close of business on the 5th day. After that time period cancellations of Exhibit Space will be with all deposit amounts due and payable.
- d. **Full Payment.** Exhibit Space Agreements received after 05 April 2019 must include full payment for the Exhibit Space requested. Agreements received without required payment will not be processed. Exhibitors who are not paid in full by 05 April 2019 will have one point deducted from their total priority points. SPE 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. Exhibitor will not be allowed to begin move-in operations or be listed as an Exhibitor in the Conference Program until full payment and a duly executed Agreement have been received by SPE.
- e. **Reduction in Space.** After Exhibit Space has been confirmed and accepted, a reduction in Exhibit Space is considered a cancellation and will be governed by the same policies as outlined below. Reduction in Exhibit Space can result in relocation of Exhibit Space at the discretion of SPE.
- f. **Cancellation.** Should Exhibitor cancel from the Exhibition, the following shall apply:
 1. Exhibitor representative signature binds the Exhibitor to the payment and cancellation schedule. If the Exhibitor cancels participation with money due, the outstanding funds will be due upon cancellation.
 2. If Exhibitor cancels prior to 09 November 2018, Exhibitor will receive a full refund.
 3. Exhibitors who have not paid their 50% deposit by 09 November 2018 and have not notified SPE of their cancellation within 5 business days of the 09 November 2018 deposit due date will have their Exhibit Space cancelled and reassigned by SPE at the close of business on the 5th day. After that time period cancellations of Exhibit Space will be with all deposit amounts due and payable.
 4. If Exhibitor cancels/reduces between 09 November 2018 and 05 April 2019, Exhibitor will be assessed a cancellation penalty equal to 50% of the total cost of cancelled/returned Exhibit Space.
 5. If Exhibitor cancels/reduces after 05 April 2019, Exhibitor will be assessed a cancellation penalty equal to 100% of the total cost of cancelled/returned Exhibit Space. If Exhibitor cancels/reduces after 05 April 2019 with an outstanding balance due, Exhibitor remains responsible for the entire balance due, plus reasonable attorney's fees to collect. Exhibitor will not be permitted to participate in future SPE events until all outstanding balances are collected.
 6. No refunds will be processed after 05 April 2019. No cancellation shall be acknowledged unless received in writing and acknowledged by SPE. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon Exhibitor notification of cancellation, SPE has the right to resell the Exhibit Space vacated.
- g. **Event Ruling.** If Exhibitor fails to utilize the Exhibit Space and/or the Exhibit Space is vacant at the time of the published deadline for completion of installation, SPE reserves the right to consider the Exhibit Space to be cancelled and vacated. All requests for installations beyond the published installation completion deadline must be submitted to and acknowledged by SPE in writing. Approval of late installation requests are at the discretion of SPE. Should SPE not be notified in writing, SPE reserves the right to resell the cancelled Exhibit Space and the contract will be cancelled with all outstanding balances still due.

3. EXHIBIT FLOOR PLAN OR SPACE ASSIGNMENT

- a. **Exhibit Space Assignments.** Exhibit Space is assigned on the ATCE Priority Point System, 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 Notice. Exhibit Space assigned shall be deemed accepted by Exhibitor unless reflected in writing to SPE within 7 days of assignment.
- 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 exhibition 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.** Exhibitor agrees and understands that insurance for fire, property, public liability, and theft must be taken out by Exhibitor at its own expense. The insurance is to cover the full period of occupancy of the premises by Exhibitor, its agents, and employees.

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 in x 44 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 as part of exhibit space rental fee.
Before Exhibition—truck unloading, crate delivery to booth, and crate storage.
After Exhibition—crate return to booth, crate removal,
- c. Nightly vacuuming of the exhibit floor is NOT included in space rate.
- d. Five (5) complimentary Exhibitor Registrations per 100 sq. ft. of Exhibit Space will be allotted to each contracted Exhibitor for purpose of registering booth personnel. Two (2) complimentary Exhibitor Registrations per 100 sq. ft. of Exhibit Space will be allotted to each Exhibitor in the heavy equipment booth area.
- e. Exhibitor listing in official Conference Program
- f. SPE will carpet all major aisles.
- g. Access to the Conference Proceedings will be given to the primary contact after the Event.

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 to SPE by Exhibitor under this Agreement. 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 Agreement, including but not limited to, the exercise by SPE of any of its rights under this Agreement.

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 Agreement 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 Agreement.

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. Official events include, but are not limited to Monday Reception, Expo Luncheon, the Happy Hour, and the President's Luncheon. A complete listing of official events is provided in the Exhibitor Services Manual.

13. GENERAL

- a. **Survival.** All provisions of this Agreement 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 Agreement 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 Agreement 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 Agreement, and (ii) will comply with all applicable laws, statutes, codes and regulations in its performance of its responsibilities under the Agreement.