





# ARCTIC TECHNOLOGY CONFERENCE TERMS AND CONDITIONS

7-9 February 2011 • George R. Brown Convention Center • Houston, TX USA

## 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 and 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 abide by the rules and regulations stated herein and as explicitly stated in the Exhibit Regulations.

## 3. PAYMENT/CANCELLATIONS/SPACE REDUCTION

- A. Applications for space received by 24 May 2010 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 7 November 2010. Applications received after 7 November 2010 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, nor allowed move-in operations until full payment and a duly executed contract 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 between time of application and initial 24 May 2010 space assignment date, the exhibitor will receive a full refund.
  2. If the Exhibitor cancels/reduces space between the initial 24 May 2010 space assignment date and prior to 7 November 2010, 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 7 November 2010, 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 7 November 2010.
- 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 and the contract will become null and void.

## 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 2011 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. 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.
- B. Nightly vacuuming of the exhibit floor is included in space rates for indoor space only. Additional cleaning services are available as outlined in the Special Cleaning Form included in the Exhibitor Services Manual.
- C. 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.
- D. Discounted Exhibitor Registration rates for additional booth personnel.
- E. Company listing in official Conference Program.
- F. ATC will carpet all major aisles.

## 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 American Association of Petroleum Geologists as an additional insured on such insurance policy(ies). Exhibitor shall provide a copy of such Certificate of Insurance to ATC.

## 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 and that ATC offers that compilation for sale. 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 3 months from the Exhibition, ATC will prepare an Exhibitor Services Manual which will be produced electronically and available on the official ATC website. 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.