



Exhibitor Contract

PETRO EXPO Conference

This is a binding contract for exhibit space at the NPMA - PETRO Conference. By purchasing a booth space, you are agreeing to the terms and conditions in this contract. Any booth space canceled after funds are remitted for payment will not be refunded except in the case the event is cancelled by NPMA, in which case a prorated refund may be returned in accordance with the terms outlined in paragraph 1.

PETRO EXPO Conference General Rules and Regulations

1. The National Petroleum Management Association (NPMA) is hereinafter referred to as 'Show Management'. This is a binding contract for exhibit space at the NPMA PETRO EXPO Conference. Any space canceled and funds already remitted for payment, after agreeing to this contract electronically, will be forfeited. All contracts and payment should be received no later than 72 hours after completion of this form. Please note that if your payment is not received and you prefer to pay via check/U.S. mail, your space CAN BE RELEASED if the payment is not received within 10 business days. Failure to appear at the show does not release Exhibitor from responsibility of full price of space rented. In event of cancellation, space reverts back to Show Management for use at its sole discretion. Shows Management's ability to resell the space shall not affect the refund schedule. It is expressly agreed by Exhibitor that in the event that Exhibitor fails to pay space rental charge or fails to comply with any other provisions contained in these rules and regulations concerning Exhibitor's use of exhibit space, Show Management shall have the right to reassign the booth location shown or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem

proper. In the event of a default by Exhibitor, as set forth in the previous sentence, Exhibitor shall forfeit as liquidated damages, the amount paid for space reservation, regardless of whether or not Show Management enters into a further lease for the space involved. In case the exposition shall not be held for any reason whatsoever, then and thereupon the rental and lease of space to Exhibitor shall be terminated. In such case, the limit claim for damage and/or compensation by Exhibitor shall be the return to Exhibitor of the prorated amount already paid for space for this specific event.

2. Space Rental & Assignment of Location. Exhibitor is responsible for space assignment upon registration. Show Management, however, reserves the right to make final determination of all space assignments in the best interests of the exposition.

3. Selection of Exhibitors. Show Management will determine, at its sole discretion, those firms or organizations permitted to exhibit. The NPMA reserves the right to decline or prohibit any exhibit or part thereof which, in its sole, unfettered judgment is inappropriate, this reservation being all-inclusive as to person, things, printed matter, products and conduct.

4. Use of Space, Subletting of Space. No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in Exhibitor's display, parent or subsidiary companies excepted. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Should an article from a non-exhibiting firm be required for operation or demonstration in Exhibitor's display, identification of each article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area.

5. Exhibitor's Authorized Representative. Each Exhibitor must name one person as Representative in connection with installation, operation, and removal of firm's exhibit. Representative shall be authorized to enter into such service contracts as may be necessary and for which Exhibitor shall be

responsible. Exhibitor shall assume responsibility for Representative being in attendance throughout all exposition periods: Representative shall be responsible for keeping exhibit neat, manned and orderly at all times.

6. Installation and Removal. Show Management reserves the right to fix the time for installation of booth prior to the Show opening and for its removal after the conclusion of the Show. Any space not claimed and occupied by 2:00 pm on the day of set up may be resold or reassigned without refund.

Installation of all exhibits must be fully completed by opening time of the exposition. Exhibits must be staffed during all show hours and may not, to any extent, be dismantled before Show closing. Early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

7. Exhibits and Public Policy. Each Exhibitor is charged with knowledge of all laws, ordinances and requisitions pertaining to health, fire prevention and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and is sole responsibility of the Exhibitor. Show Management and service contractors have no responsibility pertaining to compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. Electrical wiring must conform to National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, right is reserved to cancel all or such part of exhibit, as may be irregular, and effect removal of it at Exhibitor's expense. Exhibitor will not be permitted to store behind booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas made available for such purpose. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, Exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City & State fire regulations.

8. Storage of Packing Crates & Boxes. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period. It is Exhibitor's responsibility to mark and identify crates and/or boxes. Crates and

boxes not properly marked or identified will be destroyed. Show Management assumes no responsibility for contents of crates or boxes improperly marked as 'empty'. Due to lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect them from the elements, but neither Show Management nor its service contractors will assume responsibility for damages that may occur. Crates, boxes or other exhibit materials unclaimed by Exhibitor after show will be removed at Exhibitor's expense. Service contractor will bill Exhibitor for removal time and material at prevailing rate.

9. Operation of Displays. Show Management reserves the right to restrict operation of, or evict completely, any exhibit, which, in its sole opinion, detracts from the general character of the exposition as a whole/ Including, but not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to

the successful conduct of the exposition as whole. Use of so-called 'barkers' or 'pitchmen' is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of exhibit space. Sufficient space must be provided within exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

10. Social Activities. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

11. Liability and Insurance. All property of Exhibitor remains under Exhibitor's custody and control in transit to and from exhibit hall and while it is in the confines of exhibit hall. Neither Show Management, its service contractors, management of exhibit hall, nor any of the officers, staff members, or directors of any of the same are responsible for safety or property of exhibitors from theft, damage by fire, accident, vandalism or other causes. Exhibitor expressly waives and releases any claim or demand of Exhibitor may have against any of

the aforementioned by reason of any damage to or loss of property of Exhibitor. It is recommended exhibitors obtain adequate insurance coverage, at Exhibitor's expense, for property loss of damage and liability for personal injury.

12. Indemnification. Exhibitor agrees it will indemnify, hold and save Show Management, its officers, directors, employees, agents, representatives, members and guests whole and harmless of, from and against all claims, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or any other person entering upon Premises leased hereunder with express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of violation by Exhibitor or any of its agents, servants, governmental order of any kind, or when such injury or damage may in any other way arise from or out of occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees or Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury litigation from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees should Show Management be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leases hereunder. Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs incurred by or imposed upon Show Management by virtue of any such litigation.

13. Property Damage. Neither Show Management nor Exhibitor shall be responsible for any loss of property of the other party here to, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty. Show Management and Exhibit expressly waive any claim for liability against either party hereto with respect to any such loss or damage. Accordingly, it shall be

the responsibility of Show Management and

Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

14. Care of Building & Equipment. Exhibitors or their agents shall not injure or deface any part of exhibit building, the booths, or booth contents or show equipment and decor. When such damage appears, Exhibitor is liable to the owner of the property so damaged.

15. Rescission. Show Management, at its sole discretion, reserves the right to rescind this agreement at any time without prior notification to Exhibitor.

16. Other Regulations. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. Show Management shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for himself and his employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.