



EXHIBIT SPACE RESERVATION CONTRACT SOCIETY OF PETROLEUM ENGINEERS, INC.

EVENT DETAILS:

2019 SPE Oklahoma City Oil & Gas Symposium
Cox Business Center | Oklahoma City, Oklahoma
April 8th – 12th, 2019

2019 EXHIBITS CHAIRMAN:

Byron Cottingham
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405-227-9246

PLEASE RETURN THIS FORM TO:

By Email: Byron.cottingham@roanresources.com
By Mail: 2019 Symposium Exhibits Chair
P.O. Box 511
Oklahoma City, OK 73101

DISCLAIMER:

Please read through and sign if you agree with the following contract. It will discuss details such as Character of Exhibit, Cancellation Policy, Subletting Space, Items Included in the Cost of Exhibit Space, Exhibitor Services, Installation/Dismantling Schedule, Exhibit Operations, Exhibitor Registration, SPE Displace Construction, Fire Regulations, and Copyright Regulations.

August 1, 2018

THIS AGREEMENT, Between the SOCIETY OF PETROLEUM ENGINEERS, INC. ("SPE"), and (Your Organization's Name) _____ herein called the Exhibitor, for exhibit space at the **2019 SPE OKLAHOMA CITY OIL & GAS SYMPOSIUM** ("Exhibition"), to be held April 8th – 12th, 2019 at the place specified above.

WITNESSETH: That SPE in consideration of the mutual covenants herein set forth, and the faithful performance thereby of the Exhibitor, hereby grants the Exhibitor the right to use the following space: My exhibit requirements are indoor with dimensions (minimum 100 sq. ft indoor).

EXHIBIT SIZE: _____

PROVISIONS: SPE shall be responsible for loss, injury or damages sustained by Exhibitor or Exhibitor's Personnel (i.e., Exhibitor's agents, servants, subcontractors, invitees, guests or employees) only to the extent that such loss, injury or damages are solely caused by the negligence or willful misconduct by SPE or its agents or employees, and not otherwise. UNDER NO CIRCUMSTANCES SHALL SPE BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

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's fees), which SPE and its agents or employees may suffer or be subject to, and which are in any way connected with the Agreement or the presence by 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 (inclusion any of the foregoing resulting from SPE's own negligence), including reasonable attorney's fees, as are solely caused by the negligence or willful misconduct of SPE or its agents or employees.

The Exhibitor hereby acknowledges receipt of the official SPE Regulations attached hereto and made a part hereof and agrees to abide by all conditions contained in the Regulations and any amendments to the Regulations. The Exhibitor further agrees that Exhibitor's contractual arrangements with or obligations to third parties in regard to the exhibit space shall be expressly subordinated to SPE's Regulations and the rights of SPE to control the exhibit space and to control entry into the Exhibition.

In addition to its other rights concerning control and regulation of the Exhibition premises, SPE reserves the right to locate (or relocate) an exhibitor or modify the floor plan. At the termination of the Exhibition, the Exhibitor shall at once surrender the exhibit space to SPE in as good repair and condition as at the commencement of the Exhibitor's use of the exhibit space, reasonable wear and tear expected.

CANCELLATION POLICY: SPE will refund payments if notification is received in writing by the following schedule:

On or before	December 31 st , 2018	100%
On or before	January 15 th , 2019	75%
After	January 15 th , 2019	No refunds will be made

Company Name and Divisions

Please list your organization's name in the blank below exactly as you desire it to be listed in the official program to be distributed at the meeting.

Company Name: _____

If your booth is composed of corporate divisions, and you wish the division (not product line) listed in the official program, please **list the name of the parent corporation in the blank above and identify the divisions:** _____

THE INFORMATION LISTED BELOW WILL BE USED FOR ALL CORRESPONDENCE AND CONTACT REGARDING EXHIBITING:

Full Name	Date
Signature	Title
Organization	
Telephone	Facsimile
Address	
Email	

The following information will be taken into consideration when allocating space.

Describe the products and/or services your company provides the oil and gas industry and what you plan to exhibit.

Type Description Here

Will a forklift be needed to move your equipment? Choose an item.

If you answered yes to the above question, what is the maximum weight load you anticipate?

Type Maximum Weight Load

I. CHARACTER OF EXHIBIT

The Society of Petroleum Engineers (SPE) Oklahoma City Oil & Gas Symposium (the Exhibition) 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 as follows:

1. To exhibit only products of his own manufacture comprising materials, equipment, apparatus, systems, services, and other component products applicable to advancing the engineering and scientific knowledge and development of energy resources and environment.
2. To display such products or services in a tasteful manner so as to describe and depict the advantages of using such products or services. In deference to fellow exhibitors and to the professional people whom the exhibit audience comprises, exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns, or megaphones. Costumed personnel must be appropriately clad and must remain within the exhibitor's booth space except when necessarily arriving and leaving the booth or exhibit area. NOTE: BALLOONS AND STICKERS ARE PROHIBITED IN THE EXHIBITION AREAS. (HANDOUTS WITH GUMMED BACKING THAT ADHERE OR CAUSE ADHESION ARE CONSIDERED STICKERS.)
3. To refrain from the performance of any act that affect 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 necessarily 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 a sale or services, whether or not accompanied by a receipt or a deposit thereon, or 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.
4. To abide by SPE policy that prohibits the sale or distribution of alcoholic beverages. Beer and wine are the only alcoholic beverages permitted and MUST be purchased through the SPE caterer. ABSOLUTELY NO LIQUOR may be distributed or served in the exhibit areas. Companies found to be in violation of this ruling may lose their right to participate in future SPE Exhibitions. All food and beverages dispensed from the exhibit must be ordered from the official SPE caterer.
5. If an exhibitor fails to exhibit in his booth during the above-mentioned Exhibition, his contract will be considered null and void. The booth space can be reallocated, and the exhibitor forfeits any claim to monies paid.
6. A representative must man exhibit space during all times when the Exhibition is officially open. Exhibit space must be maintained in a neat and orderly manner throughout the Exhibition, and no dismantling may begin before the official closing time on the final day of the Exhibition.
7. SPE reserves the right to prohibit any exhibit or part hereof that in their opinion violates this agreement or that is in other ways not suitable to and in keeping with the technical educational character and spirit of the SPE Oklahoma City Oil & Gas Symposium.

II. EXHIBIT SPACE COSTS AND PAYMENTS

Exhibit space is equally priced at \$1,500.00 - 10 X 10 - for indoor space (minimum reservation 100 square feet). Large Exhibitor space is limited and equally priced at \$6,000.00 - 20 X 20 - for indoor space (minimum reservation 400 square feet). Payment in full for exhibit space due upon receipt of invoice. SPE reserves the right to cancel any booth space(s) if payment is not received within 30 days of invoicing. No exhibitor will be allowed to move in a display until payment in full has been received.

III. CANCELLATION POLICY

SPE will refund 100 percent of fees paid for exhibit reservations canceled in writing by letter or fax by December 31, 2018. A refund of 75 percent will be made on space reservations canceled by January 15, 2019. No refunds will be made on space reservations canceled after January 15, 2019.

IV. SUBLETTING SPACE

No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, 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 business except upon prior written consent of SPE.

V. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE

1. Space rental for the duration of the exhibition
2. Standard draping
3. Company identification sign measuring 7" x 44"
4. Four complimentary Exhibitor Registrations.
5. NOTE: Nightly booth cleaning and vacuuming services are available from the Official Decorator. An order form is included in the Exhibitor Services Manual.

VI. EXHIBITOR SERVICES

To ensure the continuation of a smooth installation, dismantling, and operation during the exhibition, Official Contractors will be appointed. Although full-time employees of Exhibitor-approved contractors other than the Official Contractors may be authorized to gain access to exhibit areas, exhibitors are urged to obtain required labor and services from SPE Official Contractors.

1. Installation/Dismantling- Convention Decorators has been appointed the official labor contractor to ensure the sufficient number of qualified craftsmen to install and dismantle the Exhibition. Exhibitors are urged to assess labor needs before move-in, then use the Labor Order Form provided in the Exhibitor Services Manual.
2. Security- A uniformed security force will be on duty from the beginning of move-in through the completion of move-out. However, SPE cannot accept responsibility for theft or damage. Exhibitors should make arrangements for their own insurance regarding coverage of their exhibit and exhibit materials.

3. Exhibitor appointed contractors- An Exhibitor-appointed contractor is any company other than the designated “official” or “exclusive” contractors that provides a service (display installation and tear-down, advertising agencies, models, florists, photographers, aquarium supply firms, computer firms, audiovisual firms, etc.) and needs access to your exhibit any time during installation or dismantling or show dates. You, the exhibiting company, are responsible for advising SPE of the names, addresses, and contacts for these Exhibitor-appointed contractors no later than January 15, 2019. These Exhibitor-appointed contractors will be required to meet the following criteria:
 - a) Letter or form Letter or Work Authorization Request Form from you, the exhibitor, requesting authorization for them to work in your area.
DEADLINE: JANUARY 15, 2019.
 - b) All Exhibitor-appointed contractors will be required to submit certificates of Insurance for Worker’s Compensation Insurance, Commercial General Liability Insurance and Business Automobile Liability Insurance. The Worker’s Compensation and Employer’s Liability Insurance must provide a minimum limit of \$100,000 each Accident, \$500,000 Disease-Policy Limit, \$100,000 Disease-each Employee, and meet the Statutory Requirements established by the State of Oklahoma. Commercial General Liability coverage must provide \$500,000 Combined single Limit each Occurrence and \$1,000,000 General Aggregate and \$1,000,000 Products/Completed Operations Aggregate. Commercial General Liability must include Exhibitor-appointed contractors, Product/Completed Operations, and Broad Form Commercial General Liability with NO EXCLUSIONS. Business Automobile Liability must include all owned, non-owned, and hired vehicles with limits of \$500,000 Combined single Limit Bodily Injury and Property Damage Liability. Umbrella Liability is acceptable to meet above minimum requirements. Alert your insurance carrier that the “Certificate Holder” and additional Insured on the form is the Society of Petroleum Engineers, P. O. Box 833836, Richardson, TX 75083-3836.
DEADLINE: JANUARY 15, 2019.
 - c) List of all full-time employees (only full-time will be authorized) needing access to the Exhibition from Exhibitor-appointed contractors to SPE. DEADLINE: FEBRUARY 1, 2019.
4. Failure to meet any one of the above steps could jeopardize the Exhibitor-appointed contractor’s ability to obtain proper work authorization from SPE.

VII. INSTALLATION/DISMANTLING SCHEDULE

1. Monday, April 8, 2019, 9:00 AM to 5:00 PM. ALL EXHIBITS MUST BE INSTALLED BY 5:00 PM Monday, April 8th, 2019. SPE reserves the right to prohibit move-in after that time and to have a display not yet erected at that time completed by the show contractor at the exhibitor’s expense.
2. ANY EXHIBITOR HAVING A FREIGHT SHIPMENT THAT WILL NOT ARRIVE UNTIL MONDAY, April 8, 2019, SHOULD NOTIFY THE EXHIBITS MANAGER AS SOON AS POSSIBLE.
3. Exhibitors may begin dismantling activities after 4:00 PM, Wednesday, April 10, 2019. The official freight handling company will begin returning empty crates as soon as

possible after 4:00 PM. Exhibitors needing to load Wednesday evening must notify the official drayage contractor in advance. Move-out must be completed by 6:00 PM, Wednesday, April 10, 2019.

VIII. EXHIBIT OPERATIONS

Exhibitors will be allowed to enter the exhibition area one hour before opening time each morning and remain in the exhibit area one hour after closing time.

IX. EXHIBITOR REGISTRATION

A total of four (4) Complimentary Exhibitor Registrations will be allotted each exhibitor for purposes of registering booth personnel. Exhibitors will be mailed advance registration forms and will be given the opportunity to purchase social function tickets at that time. Badges may be picked up at the Exhibitor Registration desk in the Exhibit Hall.

X. SPE DISPLAY CONSTRUCTION

SPE Exhibit Construction & Design Specifications are outlined in a separate pamphlet included in the Exhibitor Services Manual. Additional copies are available upon request. Please review these carefully prior to design and construction of your stand. Booth will consist of a 10' x 10' area with an 8' back wall, 3' side dividers, one 6' skirted table, two chairs and one 7" x 44" I.D. sign. Electrical outlets and Internet connections will be provided by Cox Convention Center at the exhibitor's expense.

XI. FIRE REGULATIONS

The regulations of the Oklahoma City Fire Department must be followed, and all exhibits may be subject to Fire Department inspection.

XII. COPYRIGHT REGULATIONS

Exhibiting company shall not display, perform, or otherwise reproduce any Copyrighted Work of another without the express written consent of the copyright owner. The term "Copyrighted Work" includes literary works, musical compositions and performances, phonographs, audiotapes, videotapes, motion pictures, photographs, graphics, and all other works for which U.S. Copyright Law affords protection. More specifically Exhibitors shall not display, perform, or otherwise reproduce, or cause or permit to be displayed, performed, or otherwise reproduced, any copyrighted musical composition or performance of another at the Exhibition without the copyright owner's express written consent. This includes the reproduction of any radio or television broadcasts, audiotapes, videotapes, and/or motion pictures that include, in whole or in part, the musical composition(s) of any other party.