



Exhibit Space Application/Commercial Contract

AAPG Mid-Continent Section Meeting • October 3-5, 2021 • Tulsa, Oklahoma

The undersigned (hereafter called the “Exhibitor”) hereby applies for exhibit space in the Exhibition of the 2021 Meeting of the Mid-Continent Section of the American Association of Petroleum Geologists (“MCS-AAPG”), to be held at the Hyatt Regency Downtown Tulsa in Tulsa, Oklahoma, October (the “Exhibition”).

Company Name: _____ Div., if applicable _____

Address: _____

City: _____

State or Province/ZIP or Postal Code/Country: _____

Contact Name for Exhibit Coordination: _____

Title: _____

Phone (with area code): _____

Fax (with area code): _____

Email Address: _____

Web Site: _____

1 **EXHIBIT SPACE RENTAL:** Exhibit space is rented in 100 sq.ft. increments at the rate of \$12.50 per sq. ft. The Exhibitor encloses a deposit of 50% of the total cost of space to be rented. The Exhibitor agrees to remit within 30 days of the postmark of the return to the Exhibitor of this Application/Contract countersigned by MCS-AAPG an additional amount necessary to have paid 100% of the total cost of the actual space as assigned by MCS-AAPG. If this Application/Contract is submitted after June 11, 2021, however, 100% of the total cost of the space requested is enclosed.

2 **LOCATION PREFERENCES & CALCULATION OF TOTAL COST OF SPACE TO BE RENTED:** Please specify

NO. OF 100 SQ. FT. SPACES

\$950/one booth \$1500 for two booths \$3000 for a four square
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TOTAL COST OF SPACE

DEPOSIT ENCLOSED

booth numbers in order of preference: 1st _____ 2nd _____

3 **PLEASE DO NOT PLACE US NEAR THE FOLLOWING COMPETITORS:** _____

4 **ACCEPTANCE:** Once countersigned, this contract shall be binding upon its acceptance as set forth below. Not less than 60 days prior to October 3, 2021, the first general move-in date of the Convention, Benchmark Expo Services, the official general services contractor, will send to the Exhibitor a link to the 2021 Exhibitor Service Manual. The matters contained in the Exhibitor Service Manual, the Rules Governing Exhibiting found on the reverse side of this Application/Contract, and any correspondence from MCS-AAPG outlining revised booth location or size, floor plan layout, or Additional Rules and Regulations, are part of this contract. The Exhibitor agrees that upon receipt of the Exhibitor Service Manual it will immediately familiarize itself with all the contents contained therein. This is an expressed provision of this contract. The undersigned confirms that he or she has the authority to enter into this contract and hereby agrees to the terms set forth herein:

By: _____
(Authorized signature)

Name: _____

Title: _____

Date: _____

This application shall not be accepted, and shall not be binding upon MCS-AAPG, until executed by its authorized representative. If ever, at which time it shall become a binding contract between the parties hereto.

5 **PAYMENT & SUBMISSION OF APPLICATION:** Execute and return to (keeping a copy for your files):

Tulsa Geological Society
c/o KLF Geological
427 South Boston Ave.
Suite 309
Tulsa, OK 74103

FOR EXHIBITION MANAGEMENT USE ONLY	
DATE APPLICATION RECEIVED	_____
AMOUNT OF DEPOSIT RECEIVED	_____
ACCEPTED FOR MCS-AAPG EXHIBITION MANAGEMENT	

ASSIGNED EXHIBIT SPACE	_____ DATE
ASSIGNED	_____ DATE
PROCESSED	_____ CHECK #

Make check payable to: Tulsa Geological Society (add 'Exhibits' in the notes line)

Rules Governing Exhibiting

Authority: MCS-AAPG, or its delegate, is charged with complete responsibility and full authority to enforce all of the provisions of these Rules Governing Exhibiting for the benefit of all concerned. Any exception to or deviation from these rules may be made only by MCS-AAPG. No consent to any variation of any term or condition of this rental contract shall be valid unless in writing with the contract. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given if delivered in person or by registered mail to the Exhibitor at the address given in the contract. MCS-AAPG reserves the right to cancel a contract in the event the Exhibitor violates any of the provisions of the Rules Governing Exhibiting described herein.

Registration: Admission to the Exhibition will be by registration badge, booth worker badge, or exhibitor guest badge only. **All registration badges are non-transferable.**

Exhibition Dates, Hours and Location: The Exhibition will be held in the Tulsa Ballroom and lower lobby of the Hyatt Regency Hotel, 100 East Second Street, Tulsa, Oklahoma. The Exhibition will be open to attendees:

Sunday, October 3	6:00 p.m. – 8:00 p.m.
Monday, October 4	8:30 a.m. – 6:00 p.m.
Tuesday, October 5	8:30 a.m. – 1:00 p.m.

MCS-AAPG reserves the right to make changes in the location and opening hours of the Exhibition; however, such changes will be made known as far in advance of the Exhibition as possible. As part of the contract with MCS-AAPG, the Exhibitor must guarantee that their booth will be staffed during all opening hours.

Assignment of Space: Priority space assignments will be extended certain past exhibitors, after which time space assignments will be made on a first-come, first-served basis, based on the date the application and deposit are received. In the event the locations requested have been assigned, MCS-AAPG reserves the right to assign a location nearest to the one requested.

Cancellations: This contract may be cancelled by either party without penalty on or before June 11, 2021, by giving notice in writing to the other party. MCS-AAPG reserves the right to cancel or terminate this contract at any time and to withhold possession of exhibit space if the Exhibitor fails to abide by any part or provision of this contract. In any event, for cancellations, including reduction of contracted exhibit space, made after June 11, 2021, ("Late Cancellations"), exhibit space rental fees paid by the Exhibitor will be refunded only provided the canceled space can be resold. Refunds on all cancellations will be issued within 30 days after October 3, 2021. A cancellation fee of 25% of the total cost of the exhibit space originally contracted will be assessed on all refunds for Late Cancellations.

Subletting of Space: No Exhibitor shall, without prior express written consent of MCS-AAPG, assign, sublet, or apportion any space assigned hereunder, or have representatives, equipment, display material, courtesy cards or any other materials from businesses other than their own in their assigned exhibit space.

Photographing of Displays: The Exhibitor may take pictures and video of its own display; however, adjacent displays must not appear in the shot. **Photographing other exhibitors' displays is strictly forbidden.** The Exhibitor understands that photographs of the Exhibition will be taken by MCS-AAPG's official photographer. By virtue of the Exhibitor's participation in the Exhibition, the Exhibitor acknowledges that its trademarks, logos, or similar marks owned by the Exhibitor may appear without restriction in promotional and other documentation produced by MCS-AAPG.

Disclaimer/Liability/Indemnification: Neither MCS-AAPG, GEM Global Events Management LLC, the Hyatt Regency Tulsa, nor any of their officers, agents or employees, shall be held liable for any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, or employees, resulting from strike, riot, smoke, fire, theft, water, acts of God, accident or any other cause beyond their control. The Exhibitor shall indemnify, defend and hold harmless MCS-AAPG, GEM Global Events Management LLC, the Hyatt Regency Tulsa, and their officers, agents and employees from any and all claims, demands, suits, liability, damages, losses (including death), costs, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of any action or failure to act on part of the Exhibitor, any of its officers, agents or employees.

The MCS-AAPG holds no interests in any exhibitor. Exhibitors rent exhibit space, exhibitors are independent business entities, and MCS-AAPG is not responsible for any exhibitor's acts or omissions.

Exhibitor Insurance Requirements: The Exhibitor shall carry Comprehensive General Liability Insurance, including premises, operations and contractual liability coverage, with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury liability and property damage liability. The Exhibitor shall also carry Worker's Compensation and Employer's Liability Insurance in compliance with applicable laws. An original copy of the Certificate of Insurance must be submitted to MCS-AAPG upon request.

Exhibitor Services: The Exhibitor will be provided the following free of additional charges: An exhibit space 10 ft. deep, defined by 8-ft. high back drape and 3-ft. high side drapes (in-line and peninsula spaces only), to

include a 6-ft. skirted table, 2 chairs and wastebasket; and an identification sign (one per exhibitor). The Exhibition areas are fully carpeted. MCS-AAPG has appointed exclusive contractors for catering, electrical, plumbing, material handling, rigging, cleaning, show furniture and additional floor covering, telecommunications, audiovisual, and security. The Exhibitor agrees to utilize these appointed contractors for such services. Other services may be furnished by official contractors appointed by MCS-AAPG or by exhibitor-appointed contractors. The Exhibitor may appoint contractors for services other than those listed as exclusive upon written approval of MCS-AAPG. The request for such approval must be received not less than two weeks prior to the first general move-in date. Exhibitor appointed contractors must qualify for appointment in accordance with the procedures and requirements contained in the Exhibitor Service Manual and may perform services only for an Exhibitor which has received prior written approval for the contractor's appointment. MCS-AAPG may withhold approval of a request for appointment of a contractor for any reason at MCS-AAPG's sole discretion.

Installation and Dismantle: Absolutely no children under the age of 18 will be allowed in the Exhibition area during installation and dismantle. General installation of exhibits may begin at 8:00 a.m. Sunday, October 3, 2021, and must be completed by 4:30 p.m. that day. **No move-in of heavy equipment will be allowed after 3:30 p.m. Sunday.** MCS-AAPG reserves the right to assign labor to set up, at the Exhibitor's expense, any display that is not in the process of being erected by 3:30 p.m. on Sunday. If a booth is completely vacant at 4:30 p.m. on Sunday, MCS-AAPG reserves the right to take possession of the unoccupied space and may resell it without refund to the Exhibitor originally renting the space.

All exhibits must remain assembled and intact until 1:00 p.m. Tuesday, October 5, 2021, when dismantling may begin. The Exhibitor expressly agrees not to begin packing or dismantling until that time. All exhibit materials must be completely removed from the Exhibitor's assigned space no later than 8:00 p.m. on that day.

MCS-AAPG will provide perimeter security in the Exhibit Hall between 5:00 p.m. Saturday, October 3 and 8:00 p.m. Tuesday, October 6 and will take reasonable precautions to safeguard exhibitors' property. The Exhibitor should arrange special security through the exclusive security contractor should it feel its items are easily stolen.

Compliance with Facility Regulations: The Exhibitor agrees to comply with all relevant regulations of the Hyatt Regency Tulsa. These regulations are available upon request from MCS-AAPG. **The floor load limit in the exhibit hall is 2000 lbs. per square foot.**

Force Majeure: In the event the Hyatt Regency Hotel or any part of the Exhibition area is made unavailable for the Exhibitor's use for any period of time as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, terrorism, strike, lockout, labor dispute, riot or any other cause or agency over which MCS-AAPG has no control, or should MCS-AAPG decide that because of any such cause it is necessary to cancel, postpone or relocate the Exhibition, or reduce the installation time, exhibit hours, or dismantle time, MCS-AAPG shall have no liability to or responsibility to reimburse the Exhibitor with respect to any damage or loss directly or indirectly arising as a result thereof.

LIMIT OF LIABILITY: IN NO EVENT WILL MCS-AAPG'S LIABILITY EXCEED THE AMOUNT PAID TO MCS-AAPG BY THE EXHIBITOR TO RENT EXHIBIT SPACE AT THE 2021 MCS-AAPG ANNUAL CONVENTION. FURTHER, MCS-AAPG WILL NOT BE LIABLE TO THE EXHIBITOR FOR ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE EXHIBITOR'S USE OR INABILITY TO USE THE EXHIBIT SPACE RENTED OR THE BREACH OF THIS CONTRACT BY THE EXHIBITOR, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Americans with Disabilities Act: The Exhibitor understands that the Americans with Disabilities Act (Public Law 101-336) requires that its display be accessible to persons with disabilities and agrees that it is solely responsible for assuring that its display complies with the provisions of the Act.

Jurisdiction: This contract shall be governed by the laws of the State of Oklahoma, USA. Time is of the essence of this agreement.

Exhibitor Correspondence: Please address all correspondence concerning the Exhibition to:

MCS-AAPG Convention Manager
427 South Boston Ave
Suite 309
Tulsa OK 74103