



EXHIBIT SPACE CONTRACT

Exhibit Space Request

We request exhibit space in IOSC 2021 with our preferences listed below.

Preferred Booth Type:

- Inline
- Island
- Peninsula

Booth space assignments will occur November 11, 2019. Industry Sponsors receive first right of refusal on exhibit locations.

Space Rate:

\$30.00 (USD) per net square foot; \$200.00 per corner (minimum booth space 10 ft (deep) x 10 ft (wide)).

- 50% deposit must accompany any application
- Final payment must be received by February 14, 2020
- Applications received after February 14, 2020, must submit full payment
- Indicate your choices (1-6), selecting several locations throughout your desired area(s)
- No "end caps" will be permitted

Preferred Booth Space:

Space Number(s)	Size = Total Sq. ft	Cost (USD)
1. _____	_____ x _____ = _____	\$ _____
2. _____	_____ x _____ = _____	\$ _____
3. _____	_____ x _____ = _____	\$ _____
4. _____	_____ x _____ = _____	\$ _____
5. _____	_____ x _____ = _____	\$ _____
6. _____	_____ x _____ = _____	\$ _____

Total Cost: _____ x _____ = _____ \$ _____

For all contracts and deposits received on or before October 25, 2019, booth space will be assigned during an online space selection the week of November 11. Selection times will be assigned based on priority points and sent to exhibitors the week of October 28 along with detailed instructions including a link to the online floor plan. After the online space selection, all booth space is assigned on a first-come, first-serve basis.

No exhibitor will be permitted to begin installation unless space is paid in full.

Description of products to be exhibited:

Note: This copy is for reference only and is not used for any promotional listings. Use a separate page if necessary.

Check all that apply:

- Area Clean-up/Restoration
- Aviation Services/Surveillance
- Bioremedial Equipment/ Services
- Contingency planning
- Control
- Damage/Impact Assessment
- Dispersants/Spray Systems
- Diving/Salvage Services
- Electrical Generators
- Emergency Response
- Engineer/Remediation Services
- Environmental consultants
- Field Equipment/ Instrumentation
- Insurance (Liability/Pollution)
- IT/Software & Training
- Lightering/Salvage
- Mapping
- NGOs
- Oil spill equipment manufacturers
- OSROs
- Port Security/Safety Services
- Prevention
- Protective Gear
- Safety/Health
- Satellite Tracking
- Training (all areas)
- Transport Services
- Treatment
- Vessels/Barges/ Work Boats
- Weather Service
- Wildlife Rescue/Rehab
- Other: _____

Competitive companies which you do not wish to be near:

IOSC Show Management cannot guarantee request if competitor is assigned after this contract is processed, or registers under a different name.

Exhibitor Registration

Each 10 ft x 10 ft booth receives 2 full conference badges, and 2 exhibit hall only badges. Additional badges are available at the discount rate of \$850 each. Each badge recipient must be a direct employee of exhibiting company.

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EXHIBIT SPACE CONTRACT

Company Marketing Representative

Name: _____

Job Title: _____

Street Address: _____

City: _____

State/Province: _____

Country: _____

Phone: _____

Email: _____

Total Exhibit Cost (Plus additional exhibitors if eligible):

\$ _____ (USD)

A 50% deposit must accompany all sponsorship requests and contract. Those received without payment will not be processed nor will sponsorship assignment be made. The balance thereof to be paid to API on or before March 6, 2020, or sponsorship assigned shall be subject to cancellation and/or reassignment at the option of IOSC Show Management.

Method of Payment

By Credit Card (preferred)

Upon receipt of this contract, IOSC Show Management will email an invoice to the main contact with link for online payment. DO NOT include credit card information on this contact.

By Check

Please make your check payable to the American Petroleum Institute and indicate the following reference number on the check to ensure payment is credited to you properly: SS-2300-IM000-7411. U.S. currency only, drawn on a U.S. bank. Please mail the check with your form to:

American Petroleum Institute
P.O. Box 1425
Merrifield, VA 22116-1425, USA

By Wire to API

Please add \$25.00 (USD) to cover wire transfer fees.

TD Bank
1030 15th St NW
Washington, DC 20005 USA
ABA Routing # 054001725
Credit To American Petroleum Institute
Account # 4251303172 SWIFT: NRTHUS33

Acceptance of Terms

I, the duly authorized representative of the undersigned company, on behalf of the said company, subscribe and agree to all terms, conditions, authorizations, and covenants obtained in this Application and Contract for exhibit space, and the enclosed Rules and Regulations which are a part thereof, governing IOSC 2020.

Company: _____

Street Address: _____

City: _____

State/Province: _____

Zip/Postal Code: _____

Country: _____

Name (Please Print): _____

Job Title: _____

Phone: _____

Fax: _____

Email: _____

Signature: _____

I have read and agree to the IOSC 2020 Rules and Regulations on the next page. Initial here _____

Do not mark in this space. For official use only.

Space Assigned: _____

Dimensions: _____

Cost: _____

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EXHIBIT SPACE CONTRACT RULES & REGULATIONS

Rules and Regulations

- 1. IOSC:** As used herein, "IOSC 2021" or "Exhibition" shall refer to the IOSC 2021. Also as used herein "exhibitor," "applicant" and "company" shall refer to the party submitting a Contract. IOSC Show Management will handle all pre-show and on-site-decisions and its decisions will be final.
- 2. Cost of Exhibit Space:** See previous two pages.
- 3. Payments:** All checks are to be made payable to: American Petroleum Institute, P.O. Box 1425, Merrifield, VA 22116-1425, USA. Reference SS-2300-IM000-7411 (U.S. currency only, drawn on a U.S. bank) Note: A \$25.00 transaction fee will be due on each Wire Transfer received as payment, if not sent as U.S. currency. Please add this amount to your original payment. Credit cards are also accepted for payment. No exhibitor admission credentials will be distributed to any company who has not paid in full by March 6, 2020; and if any company still has not paid in full by the time of the first date of installation, Subday, May 10, 2020, they will not be allowed to set up their booth or receive any orders from contractors until the account is paid in full by Cashiers or Certified Check. No personal checks or credit cards are accepted as payment for exhibit space on-site.
- 4. Reduction of Exhibit Space:** Reductions of size from original contracted area will be allowed up to thirty (30) days after the receipt of the official notification of space assignment. After that date exhibitors will be assessed a 25% fee for any exhibit area that is reduced. This fee will be based on the amount of space to be reduced. Based on the original location and booth area, any reduction of space could necessitate a change in location, especially if another exhibitor is on the "wait" list for the larger space.
- 5. Cancellation:** An exhibitor may cancel or withdraw from the show subject to the following conditions and restrictions:
 - The exhibitor shall give IOSC Show Management notice in writing of its intention to cancel or withdraw from the show.
 - In the event the said notice is received on or before March 6, 2020, the exhibitor shall be obligated and agrees to pay a cancellation penalty of 50% of the contract value.
 - In the event the said notice is received after March 6, 2020, the exhibitor shall be obligated and agrees to pay 100% of the contract value.
 - All refunds due will be paid to exhibitor no later than sixty (60) days after the close of the Exhibition.
 - In the event of cancellation, IOSC Show Management shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor, without any rebate or allowance to the cancelled exhibitor.
 - API and IOSC Show Management assumes no responsibility and exhibitor waives any claims against IOSC for having included the name of the cancelled exhibitor or description of their products in the show catalog, brochures, news releases or other materials concerning the show.
- 6. Assignment of Space:** For all contracts and deposits received on or before Friday, October 25, 2019, booth space will be assigned during an online space selection the week of November
11. Selection times will be assigned based on priority points and sent to exhibitors the week of October 28 along with detailed instructions including a link to the online floor plan. Priority points are awarded as follows: One point for every 100 net square feet of booth space reserved in 2011, 2014 and 2017. Additional points for sponsorship and/or advertising support in 2011, 2014 and 2017. IOSC Show Management reserves the right to make the final determination of all space assignments in the best interests of the overall Exhibition.
- 7. Right of Refusal:** IOSC Show Management reserves the right to refuse rental of display space to any company whose display of goods, service or machinery is not, in the opinion of IOSC Show Management, compatible with the general character and objectives of the Exhibition.
- 8. Floor Plan Layout Changes:** Through the floor plans sent out periodically and the plans available through the official IOSC website, all exhibitors should frequently review their space location and changes to neighboring booths/areas for updates. While IOSC Show Management will send out updates to the layout, it is the exhibitor's responsibility to keep up with changes to their assigned area. IOSC Show Management is anticipating alterations to the initial printed plan and cannot be held responsible for changes which may alter a participating exhibitor's selection of space. If a specific exhibitor is impacted by an adjacent major layout configuration, IOSC Show Management will notify them directly.
- 9. Subletting of Space:** The exhibitor agrees not to assign, sublet or apportion space or any part thereof contracted for, nor to exhibit, advertise or offer for sale merchandise or services other than those manufactured or sold by exhibitor company in the regular course of business. As an example: when articles are required for the proper demonstration or operation of exhibit displays, in which case identification of such articles shall be limited to the regular name plate, imprint or other identification, which in standard practice appears normally on the article. Exhibitors may not permit non-exhibiting company representatives to work in their booths except their own dealers and representatives.
- 10. Competitors:** IOSC Show Management will attempt to keep competitors no nearer than 20 feet from the other exhibitor if requested in the original application to exhibit, however, there is no guarantee if competitor is assigned long after original exhibitor's contract has been filed and reviewed.

- 11. Default of Occupancy:** Any exhibitor failing to occupy their exhibit booth (contracted for but not cancelled) by May 11, 2020, is obligated to pay the full cost of such space. IOSC Show Management has the right to take possession of said space and lease.
 - 12. Failure to Hold Exposition:** Should any contingency prevent the holding of IOSC 2021, IOSC Show Management shall retain only such part of exhibitor's rental as required for expenses incurred up to the time such contingency shall have occurred. The exhibitor waives all claims for damages. If, for any reason, the Exhibition shall be cancelled or deferred, the exhibitor waives all claims for damages or recovery of payments made.
 - 13. Exhibit Hours:** Exhibitors are required to keep at least one attendant in their booth during all show hours, subject to removal of their exhibit from the show at the company's expense.
- SHOW HOURS (Subject to Change):
 Monday, May 11, 2020: 4:30 p.m. – 7:30 p.m.
 Tuesday, May 12, 2020: 9:30 a.m. – 5:00 p.m.
 Wednesday, May 13, 2020: 9:00 a.m. – 5:00 p.m.
 Thursday, May 14, 2020: 9:00 a.m. – 2:00 p.m.
- 14. Exhibit Booth Displays:** Please refer to the specific rules and regulations that will be included in the Exhibitors Service Manual for all related rules and regulations regarding heights, sightlines, demonstration areas and signage.
 - 15. Liability, Insurance:** Exhibitors shall assume, and shall indemnify, hold harmless and defend IOSC Show Management and their respective members, officers, directors, employees, contractors and agents (collectively "IOSC Parties") from and against, any and all claims, damages, liabilities, costs (including reasonable attorneys' fees) and expenses (collectively, "Claims") arising out of or in any way relating to exhibitor's acts or omissions while a participant of IOSC 2021, including but not limited to any Claims arising out of or in anyway related to any bodily injury or property damage caused by exhibitor's acts or omissions. Additionally, exhibitors hereby waive, and release IOSC Parties from, any claim against IOSC Parties for damages or to liabilities of any kind, type or nature (including but not limited to any damage to property or business or injury to persons) arising out of or in any way relating to the Exhibition, except to the extent caused by an IOSC Party's gross negligence or willful misconduct. In no event shall exhibitor be entitled to claim, and exhibitor hereby waives the right to claim, any special, consequential, indirect or punitive damages arising out of or relating to this Application and Contract of IOSC 2021.
 - 16. Personal Property:** Exhibitor acknowledges that any/all property of exhibitor, including any personal properties of individuals, are the sole responsibility of such Exhibitor/Participant and IOSC Show Management will not assume any liability for such properties in the event of fire, theft, mysterious disappearance or any loss of physical damage or any indirect damage as a result thereof. Participation attendance of the Exhibition will acknowledge the acceptance of all terms and conditions stated herein.
 - 17. Additional Insurance:** Additional insurance requirements, minimum coverage and liability clauses will be contained in the complete Rules and Regulations document which will be a part of the IOSC Exhibitors Service Manual, which Rules and Regulations are incorporated herein and are a part of this Application and Contract.
 - 18. Children:** Conference Sponsor(s) and Management forbid all children under the age of 18 years (including infants and strollers) to be brought onto the exposition floor prior to, during or after set-up/dismantle hours and all show hours.
 - 19. Amendments / Interpretation:** IOSC reserves the right to amend and enforce these Rules and Regulations. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by all Rules and Regulations set forth therein, or by any subsequent amendments. IOSC reserves the sole right to interpret these Rules and Regulations. All interpretations are final.

Representative's Signature:

Representative's Name (Please Print):

Date Signed:
