



OFFSHORE TECHNOLOGY CONFERENCE
APPLICATION/CONTRACT FOR EXHIBIT SPACE
2-5 May 2005 • Reliant Center • Houston

PRIORITY NUMBER DEADLINE
FOR SPACE ASSIGNMENT
9 AUGUST 2004

This is an application for exhibit space at the 2005 Offshore Technology Conference in Houston, Texas, which will become a binding contract if the potential exhibitor satisfies OTC exhibitor requirements and if such application is accepted by OTC. The undersigned company (the "Exhibitor") does hereby make application to participate as an Exhibitor in the 2005 Offshore Technology Conference to be held at Reliant Center, 2-5 May 2005. We request OTC to reserve exhibit space for our use at the Exhibition. We understand that specific booths will be assigned, to the extent available, based on the existing OTC Priority Number System, and then first-come, first-served basis.

Preferred Booth Locations: (All 5 Preferred Booth Locations must be completed. If all 5 locations are not complete, exhibitor forfeits the right to be contacted if selections are no longer available. In such case, OTC reserves the right to place the exhibitor in a like configuration in the best available location.)

Indoor Outdoor

1 _____ 2 _____ 3 _____ 4 _____ 5 _____

Space Requirements: (Minimum 100 sq. ft. (10' x 10') indoor, Island Booth minimum 20' x 20' and 200 sq. ft. (10' x 20') outdoor)

Indoor **US\$24.50 per sq. ft.** Depth _____ x Frontage _____ = _____ Total Square Feet
Outdoor **US\$16.00 per sq. ft.** Depth _____ x Frontage _____ = _____ Total Square Feet

Requested Exhibit Configuration: **Standard (Linear)** **Island*** **Peninsula*** **Premium Location****

Total Square Feet Requested _____ x US\$ _____ per square foot = US\$ _____
 Additional Premium Footage _____ x US\$4.50 = US\$ _____
 (Premium Charges Not to Exceed US\$10,000)
 Corner Charges: Peninsula - US\$500 Island - US\$1,000 = US\$ _____

* Corner charges apply only to islands and peninsulas. Endcaps are not permitted.
 ** Additional charges apply. Refer to floor plan for designated Premium Locations.

TOTAL EXHIBIT SPACE COST = US\$ _____
 Minimum 25% Deposit Due with Contract = US\$ _____
 100% Due On or Before 7 January 2005 = US\$ _____

VISA MASTERCARD AMERICAN EXPRESS DINERS CLUB **AMOUNT OF CHARGE: \$ _____**

CREDIT CARD NUMBER _____ EXPIRATION DATE _____

NAME AND COMPANY AS IT APPEARS ON CARD _____ AUTHORIZED SIGNATURE FOR CHARGE _____

EXHIBITOR INFORMATION:

EXHIBITING COMPANY _____

MAILING ADDRESS _____ CITY/STATE/PROVINCE, ZIP/POSTAL CODE, COUNTRY _____

COMPANY PHONE NUMBER _____ COMPANY FAX NUMBER _____ COMPANY WEB ADDRESS _____

PRIMARY CONTACT (will receive show mailings) TITLE PHONE NUMBER E-MAIL ADDRESS CELL PHONE NUMBER

MARKETING CONTACT TITLE PHONE NUMBER E-MAIL ADDRESS

 CORPORATE DIVISIONS (NOT PRODUCT LINES) TO BE LISTED IN THE OFFICIAL PROGRAM (Attach separate sheet if necessary)

 DESCRIPTION OF PRODUCTS AND/OR SERVICES TO BE DISPLAYED

 COMPANIES FROM WHOM WE DESIRE BOOTH SEPARATION (Attach separate sheet if necessary) (OTC will make every effort to accommodate your request)

PROVISIONS:

- A. The individual signing this agreement warrants that he/she has the authority to bind contractually the organization applying for exhibit space. The individual signing this agreement also warrants that the product sought to be exhibited qualifies for the exhibition. If OTC later determines that such product in fact does not qualify for the exhibition, OTC can cancel the space and contract without refunds.
- B. OTC may be held liable for loss, injury, or damages sustained by exhibitor or exhibitor's personnel (i.e., exhibitor's agents, servants, invitees, guests, or employees) only to the extent such loss, injury, or damages are solely caused by the negligence or willful misconduct of OTC or its agents or employees, and not otherwise.
- C. OTC shall not be responsible for any loss business, loss of profits, injury, damage or expense, of whatever nature that the Exhibitor may suffer due to event cancellation as a result of conditions that render the event impracticable. Causes of impracticability include, but without limitation, casualty, explosion, fire, lightning, utility interruption, flood, weather, epidemic, hurricane, tornado, earthquake or other acts of God, or any law, ordinance, rule or regulation, acts of public enemies, strikes, riots, or civil disturbances.
- D. The Exhibitor hereby agrees to defend, indemnify, and hold harmless OTC and its agents and employees with respects to any claims, suits, damages, liabilities, losses, expenses, and costs (including reasonable attorney fees) which OTC 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 or 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 (including any of the foregoing resulting from OTC's own negligence, including reasonable attorney fees) as are solely caused by the negligence or willful misconduct of OTC or its agents or employees.

ACCEPTED BY:

AUTHORIZED REPRESENTATIVE _____ DATE _____ OTC EXHIBITS MANAGER _____ DATE _____

Please make checks payable to Offshore Technology Conference in U.S. funds and mail to: Offshore Technology Conference Telephone: 1.972.952.9494
 222 Palisades Creek Drive (75080) Facsimile: 1.972.952.9435
 P.O. Box 833868 Richardson, TX 75083-3868 U.S.A.

FOR OTC MANAGEMENT USE ONLY

Company # _____ Priority # _____ Contract Received _____ Deposit Received _____ Premium Location
 Assigned Booth # _____ T.S.F. _____ Dimensions _____ x _____ Final Payment _____ _____ Corners



OFFSHORE TECHNOLOGY CONFERENCE TERMS AND CONDITIONS 2-5 May 2005 • Reliant Center • Houston

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 OTC, become binding upon acceptance of this contract between the Exhibitor, its employees and agents and OTC.

2. CHARACTER

The Offshore 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 9 August 2004 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 January 2005. Applications received after 7 January 2005 must include full payment for the size booth requested. Space applications received without required payment will not be processed. OTC 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 allowed to begin move-in operations nor be listed as an Exhibitor in the Conference Program until full payment and a duly executed contract has been received by OTC.
- 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 OTC.
- D. Should an exhibitor cancel from the Exhibition, the following shall apply:
 1. If an Exhibitor cancels between time of application and initial August 2004 space assignment date, the exhibitor will receive a full refund.
 2. If the Exhibitor cancels/reduces between initial August 2004 space assignment date and 7 January 2005, the exhibitor will be assessed a cancellation penalty equal to 25% of the total cost of contracted exhibit space.
 3. If an Exhibitor cancels/reduces after 7 January 2005, the exhibitor will be assessed a cancellation penalty equal to 100% of the total cost of contracted exhibit space.
 4. If an Exhibitor cancels/reduces after 7 January 2005 with an outstanding balance due, the exhibitor remains responsible for the entire balance due, plus reasonable attorneys fees to collect. Exhibitor will not be permitted to participate in future OTC events until all outstanding balances are collected.
 5. No refund will be processed after 7 January 2005.
- E. No cancellations shall be acknowledged unless received in writing by OTC. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.
- F. Upon exhibitor notification of cancellation, OTC 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, OTC 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 OTC in writing. Approval of late installation requests are at the discretion of OTC. Should OTC not be notified in writing, OTC 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 the OTC Priority Point System, then a first-come, first-served basis. OTC shall assign the exhibit space for the period of the 2005 Exhibition only and does not imply that the same or similar space will be held or offered for future shows. OTC 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 OTC.

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 OTC.

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, city, state 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. Crated shipments, machinery or equipment delivered to the Reliant Center by trucks (other than vans) will be handled as outlined below and further detailed in the Exhibitor Services Manual as part of exhibit space rental fee.
Before Exhibition—truck unloading, delivery to booth, and crate storage;
After Exhibition—crate return to booth, crate removal and reloading.
- C. Outdoor Exhibit Space fees include rental and freight handling as described above. No other equipment or service is provided.
- D. 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.
- E. Five Complimentary Exhibitor Registrations per 100 square feet of exhibit space will be allotted to each contracted company for purpose of registering booth personnel.
- F. Discounted Exhibitor Registration rates for additional booth personnel.
- G. Company listing in official Conference Program.
- H. OTC will carpet all major aisles.

7. CHANGE OF FLOOR PLAN OR SPACE ASSIGNMENT

OTC reserves the right to change the floor plan design without notice. OTC 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 OTC.

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 OTC Official Contractors.

10. 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 OTC 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 OTC and that OTC 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 OTC offers for sale.

11. EXHIBITOR SERVICE MANUAL

Approximately 3 months from the Exhibition, OTC will send an Exhibitor Services Manual to the Primary Contact listed on the front of this agreement. Only fully paid exhibitors will receive this manual. 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.

12. 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 OTC and may be amended at any time by OTC in the overall best interest of the Exhibition and notice thereof shall be binding on the exhibitors equally with the foregoing in this Contract.