

CONTRACT TERMS AND CONDITIONS

1. **CONFERENCE AND EXHIBITION.** The SPE International Polyolefins Conference referred to as The Conference and/or IPOC are as one and the same. The Conference and Exhibition is conducted exclusively for the display and demonstration of materials, equipment and related services, and the discussion of current concepts, technologies, and applications involving the polyolefins industry.
The SPE International Polyolefins Conference provides a forum for all persons concerned with advancing the sciences and technology of polyolefins.
2. **APPLICATIONS.** Applications for booth space must be made via the [conference website \(https://pheedloop.com/exhibitor/contract/PO2023/apply/\)](https://pheedloop.com/exhibitor/contract/PO2023/apply/), completed as requested and accompanied by the required payment. An application made on behalf of several independent companies, which will jointly occupy the space, must be so indicated. By such application, each is jointly and severally responsible pursuant to this Application and Contract. IPOC reserves the right to decline any application for space if, in IPOC's judgment, the products or services to be shown or demonstrated are unrelated to IPOC's scientific purposes.
3. **EXHIBIT SPACE AND FLOOR PLAN.** The Exhibit space floor plan for this exhibition will normally be maintained as initially offered. IPOC reserves the right to modify the plan to the extent necessary for the best interests of the exhibitors and IPOC or to correct inaccuracies or errors. IPOC also reserves the right to modify the plan to the extent necessary for the best interests of the exhibition. IPOC reserves the right to adjust schedules, dates, location, etc. of the exhibition. Such adjustments may be due to acts of God, weather events, acts of terrorism, as well as other crisis situations. Notice of these changes will be advertised and published via website, email notification, and/or other means of announcement.
4. **BOOTH ASSIGNMENT.** IPOC will assign available booth spaces in the order of receipt of the completed application accompanied by the required payment. Receipt of an acceptable application accompanied by the required amount will take precedence over and supersede any telephone reservations of space. Acceptance of this application and official notification of the assigned booth space will be communicated through the conference software system. If all an applicant's choices have been previously assigned, IPOC will then assign applicant to an alternate space as close as possible to their initial choices.
IPOC reserves the right to assign or reassign booth space so that the arrangement of the exhibit is in the best interest of attendees, exhibitors as a group, and the exhibition as a whole. Previous year booth Exhibitors have priority on booth site selection until **10/30/2022**. After this date, all booth selections will be on a "a first come, first served" basis.
5. **BOOTH SPACE RENT.** The rental cost for each booth is specified on the booth application. The space rent includes equipment listed for the related booth type in the "Rules and Regulations" addendum which is attached to this document below. Applicants desiring other than standard booth equipment are required to request it through the form located in the exhibitor service manual provided by the official contractor, TexasXPO. No rent allowance will be made if provided booth equipment is not desired.
6. **EXHIBITOR BADGES** For each 100 square feet of booth space rented the exhibitor is entitled to receive three (3) complimentary Exhibitor Badges. These Exhibitor Badges are good for admission to the entire conference, including lunches and networking events. Exhibitors may purchase up to an additional three (3) Exhibitor Badges at a rate of \$265 each.
7. **CANCELLATION AND WITHDRAWAL.** Any applicant who cancels the contract, fails to show at the exhibit, or withdraws from the exhibit after application has been submitted, agrees that any amount paid to IPOC before cancellation or withdrawal, by payment or otherwise, shall be retained by IPOC and applied in whole satisfaction as per cancellation timeline below. The applicant will notify IPOC in writing upon cancellation. Exhibitors that violate this rule may face sanctions from future IPOC meetings. These sanctions can last up to two-years for blatant infractions.

Cancellation Timeline for Exhibit Booths- If an exhibitor needs to cancel registration for their booth, refunds will be given according to the following schedule.
 - >90 days prior to event = 90%
 - 61-90 days prior to event = 50%
 - 31-60 days prior to event = 25%
 - <31 days prior to event = Not eligible for refund
8. **REGISTRATION LIST.** The IPOC registration list is available upon request after the show. The information provided will

be in accordance with our Privacy & Information Sharing Policies.

9. **INDEMNITY AND LIMITATION ON LIABILITY.** Applicant covenants and agrees to hold and save harmless IPOC, the owners, operators, and managers of the exhibit hall, and the respective officers, agents, and employees of each (collectively referred to as exhibit management) from any and all claims of liability, damage, or expense resulting from any injury to or death of any person, including applicant's employees, agents, and contractors, occurring within the buildings or grounds of the Convention Center properties, or resulting directly or indirectly from any act or omission of applicant including any failure of applicant to comply with any of the terms and conditions of this application and contract, any of the conference and exhibit rules and regulations, any rules and regulations of the exhibit hall, and any laws of the City of Galveston, State of Texas, of the United States. Applicant agrees to indemnify each and every member of the exhibit management group for any and all costs and liabilities incurred in defense of any such claim, including all expenses, attorneys' fees, and any judgments awarded or settlement amounts agreed to. It is agreed that exhibit management shall not be responsible for any loss, damage, or theft of any property of any persons, including the exhibitor and its employees, agents, and contractors, while in transit to or from the exhibit hall, while in the exhibit hall or otherwise. Applicant is a licensee of exhibit space only and not an agent, employee, partner, or joint venture of or with IPOC. Applicant agrees that it is solely responsible for its costs of doing business and agrees to hold IPOC harmless from any obligations incurred by the applicant as a result of contracting for any goods or services connected with the exhibitor or with the exhibit hall, service contractors, or other persons or companies and to indemnify IPOC for any costs or liabilities incurred in defending any such claims against IPOC, including attorney's fees, expenses, and any judgments awarded or settlement amounts agreed to.
10. **INSURANCE:** Exhibitors shall maintain in force at all times during the exhibit, at its sole expense, comprehensive public liability insurance covering bodily injury and death to persons and property damage and property insurance protection against any loss, theft or damage to exhibitor's property. Such policies must name IPOC as an additional insured and all rights of subrogation against IPOC, the exhibit hall, and their respective officers, employees, agents, and contractors must be waived.
11. **GOVERNING DOCUMENTS AND LAWS.** Applicant expressly understands and agrees to be bound by all terms and conditions and rules and regulations contained in this application and contract for booth space, the Exhibit Rules and Regulations, including any amendments which may be issued, the master lease between IPOC and the exhibit hall, and the exhibit hall rules and regulations, copies or pertinent extracts of which are available for inspection on the IPOC website and/or can be made available upon request. All amendments will be posted on the IPOC website.
12. **SURRENDER OF SPACE.** If not cancelled as provided in this contract, Applicant's license for the booth space expires at the earlier deadline for move-out or actual vacation of the booth space. Applicant will surrender the space occupied by applicant at the expiration of the license in the same condition as it was at the commencement of occupation. Applicant assumes sole and total responsibility for any damage to the exhibit hall due to construction, use, or dismantling of applicant's exhibit and will reimburse IPOC for any charges assessed by exhibit hall for damage caused by applicant paid by IPOC, including charges for failing to vacate the premises in a timely manner.
13. **VIOLATIONS.** The interpretation and application of these terms and conditions and documents incorporated by reference are the sole responsibility of IPOC. Violation by applicant of these terms and conditions shall subject the applicant to cancellation of its contract to occupy booth space and to retention by IPOC of all monies paid. IPOC reserves the right to restrict exhibits which become objectionable because of noise, operational methods, rules violations, or any other reason and may prohibit or evict any exhibit, which in IPOC's sole opinion, may detract from the general character of the exhibition as a whole. In the event of such restriction or eviction, IPOC will not be liable for any refunds or expenses of applicant. If IPOC must engage an attorney to collect amounts due under this agreement, applicant agrees to pay all reasonable attorneys' fees and expenses incurred by IPOC.
14. **AMENDMENTS.** If any unforeseen event renders it necessary, IPOC may amend these terms and conditions and those documents included by reference. Any other changes in the terms and conditions and rules and regulations will be posted to the IPOC website.