



2024 EXHIBIT SPACE AGREEMENT

ALL FIELDS ARE NECESSARY

Oklahoma City, OK | Tues., March 19 - Thurs., March 21, 2024

Refer to page 2 for complete rules and regulations.

Exhibitor Information (please type)

Company Name (as it should appear in ALL printed material)		
Mailing Address:	City	St/Province
Zip/Postal Code	Country (if USA, leave blank)	Business Phone
Fax Number	Company Email	Website
Main Contact		Email
Alternate Contact		Email
Billing Contact	Email	Phone

Space Requirements and Rates: Enter booth size requested, and whether you will be displaying any type of motor vehicle: Truck/trailer, motorcycle, car, excavator, etc. and up to five booth numbers. Space is assigned on a first received basis. Booths require a 50% deposit.

Type of vehicle to be displayed in your booth (if applicable):	Booth Size Requested:	Enter up to four booths	1st	2nd	3rd	4th
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In-line booths	RATE
10' x 10' <input type="checkbox"/>	\$2,975
10' x 20' <input type="checkbox"/>	\$5,525
10' x 30' <input type="checkbox"/>	\$8,000
Island Booths (aisle on all sides; back walls not allowed)	
10' x 20' <input type="checkbox"/>	\$6,300
10' x 30' <input type="checkbox"/>	\$8,900
20' x 20' <input type="checkbox"/>	\$11,900
20' x 30' <input type="checkbox"/>	\$17,290
20' x 40' <input type="checkbox"/>	\$22,700
30' x 30' <input type="checkbox"/>	\$25,425
20' x 50' <input type="checkbox"/>	\$28,000
40' x 40' <input type="checkbox"/>	\$44,200

Payment Information

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| <ul style="list-style-type: none"> 50% deposit is due upon submission of this contract. Balance due 120 days prior to the event (Nov. 17, 2023). Full payment due on contracts submitted after Nov. 17, 2023. Cancellations: Deposits are nonrefundable. If space was paid in full, 50% refund applies prior to Nov. 17, 2023. No refunds on cancellations after Nov. 17, 2023. Submit completed agreement, cancellation requests or questions to: <i>Karen@UndergroundInfrastructure.com</i> Space will not be held without payment. Invoices will be sent to the billing contact listed above. | <ul style="list-style-type: none"> Payment methods are listed on the invoice. Please note, Gulf Energy Information reserves the right to charge bank processing fees and payment fees associated with credit card transactions. To pay by check ahead of the invoice, make payable and mail along with this contract to:
 Gulf Publishing Co
 PO Box 2608, Houston, TX 77252-2608
 Overnight mail:
 Gulf Publishing Co
 2 Greenway Plaza, Ste. 1020
 Houston, TX 77046 <p>Organizer reserves the right to cease promoting exhibitor if any portion of the payment is outstanding.</p> |
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List names of companies you do not wish to be near (please understand we do not know your competitors, list name, NOT industry).

We will make every effort to accommodate your request. Exhibitor understands and accepts that the final booth assignment will be made solely at UIC's discretion.

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Please check who assisted you:
 Karen Francis Josh Allen

Questions/return agreement to:
 karen@undergroundinfrastructure.com

Tel: 713-520-4450

UIC USE ONLY
BOOTH NO: _____ SIZE _____ DATE: _____
Notes: _____

General Information, Rules & Regulations

Underground Infrastructure Conference (UIC)
Tues., March 19-Thurs., March 21 2024

- 1. GENERAL.** UIC is owned and produced by Gulf Publishing Company LLC. The words "Show Management" used herein shall mean the owner/producer acting through their officers, the Conference Director, or Conference and Exhibition Managers. All matters and questions not covered by the following rules and regulations or the Exhibitor Service Manual are subject to the decision of Show Management. The General Information, Rules and Regulations may be amended or supplemented at any time by Show Management, and all such amendments or additions shall, upon reasonable notice, be as equally binding on all parties affected as the original General Information, Rules and Regulations. Show Management reserves the right to publish official show photography for the purpose of promoting the show.
- 2. USE OF SPACE.** The space contracted for is to be used solely for the Exhibitor whose name appears on the contract. The Exhibitor will not sublet nor assign any portion of same without the prior written consent of Show Management. Exhibitor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this contract without the prior written consent of Show Management. This contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.
- 3. HOLD HARMLESS AND INSURANCE.** Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of personal injury or damage to Exhibitor's displays, equipment and other property brought upon the premises of the exhibit hall. Exhibitors shall indemnify and hold harmless the convention facility and Show Management, their agents and employees from losses, damages and claims inside or outside the exhibit hall that may arise as a result of actions of the Exhibitor, its employees or agents. Show Management will not be liable to the Exhibitor, its employees, agents or guests for any damages, loss or injury from fire, electricity, water, storm, riot, smoke, theft, accident, or any other cause. In no event will Show Management's liability for any and all claims, costs, damages, expenses and liabilities arising out of or in any way related to this Exhibit Space Agreement exceed the amount paid to Show Management by Exhibitor under this agreement. Under no circumstances will Show Management be liable to Exhibitor for indirect, incidental, consequential, special, or exemplary damages (even if Show Management has been advised of the possibility of such damages) arising from any provision of this Agreement, including but limited to, the exercise by Show Management of any of its rights under this Agreement. The Exhibitor agrees to provide insurance coverage for PI/PD covering the Exhibitor and his property of at least \$1 million. Insurance protection against fire, theft or damage to the Exhibitor's materials must be carried at the Exhibitor's expense. Certificate effective dates are to cover exhibitor move-in through and including exhibitor move-out.
Certificate holder: Gulf Publishing Co/UIC, 2 Greenway Plaza, Ste 1020, Houston, TX 77046. **Description of operation/additional insured:** Convention Center. (Details to come)
- 4. INDEMNIFICATION** Exhibitor agrees to indemnify and hold harmless Show Management and their respective officers, agents, and employees (collectively, the "indemnitees") from and against any and all claims, costs, damages, expenses, and liabilities of any nature or kind arising out of or in any way connected to its failure to comply with its obligations or duties hereunder regardless of the cause or of the joint, comparative or concurrent negligence of the indemnitees.
- 5. TAXES AND FEES.** Exhibitor assumes responsibility for all state, federal and local taxes associated with sales activities. Exhibitor assumes responsibility for all licensing in association with any use of copyrighted material.
- 6. ADA COMPLIANCE.** The Exhibitor understands that the Americans with Disabilities Act (ADA) requires that its display must be accessible to persons with disabilities, and the Exhibitor agrees that it is solely responsible for assuring that its display complies with the ADA. The Exhibitor hereby warrants that it will provide auxiliary aids and services to individuals with disabilities suitable for effective communication between all parties in accordance with the requirements of the ADA, so that the Exhibitor's display will be accessible, as defined in the ADA, to persons with disabilities. The Exhibitor further warrants that where the provision of such auxiliary aids would fundamentally alter the nature of the goods and/or services provided by the Exhibitor, or would result in an undue burden to the Exhibitor, the Exhibitor will notify Show Management of that fact at least two weeks in advance of the exhibition and of the alternative measures it intends to take to assure compliance with the ADA during the period of the exhibition. The Exhibitor agrees to indemnify and hold Show Management harmless for any claims arising out of or in connection with the Exhibitor's display's failure to comply with the ADA.
- 7. INSTALLATION AND DISMANTLING.** Exhibitors have move-in and move-out times as indicated in the Exhibitor Service Manual. Failure to remove an exhibit in the allowed time will afford Show Management the right to remove and place same in a warehouse, subject to the Exhibitor's disposition, with all charges to follow at no liability to Show Management. All exhibits must remain intact until the event is officially closed. Any exhibitor failing to occupy its contracted space by March 19, 2023 will be considered in default and may be subject to cancellation. In that event, Show Management will have the right to use the space for its own convenience, including selling the space to another exhibitor without any rebate or allowance to the defaulting exhibitor.
- 8. REFRESHMENTS, GIFTS AND CONTESTS, ETC.** Show Management reserves the right to prohibit, limit or discontinue the distribution of gifts, give-aways or similar promotions, contests, raffles and drawings, if permitted under state or local laws, will be subject to the written approval of Show Management. With advance notice, we may announce Exhibitor's contests, drawings or raffle winners in the hall.
- 9. EXHIBIT DESIGN AND AISLES.** All exhibits must conform to the size of the booth and must not be of such a nature as to obstruct the view of or interfere with exhibits of others. The aisles, passageways and overhead spaces remain strictly under control of Show Management and no signs, decorations, banners, advertising matter or special exhibits will be permitted in them except by written permission of Show Management. Uniformed attendants, models and other employees must remain within the booths occupied by the exhibitor. Any and all advertising distribution must be made from the booth space. The Exhibitor will be responsible to abide by all city fire and safety codes which may be in effect.
- 10. RESTRICTIONS.** Show Management reserves the right to restrict exhibits that may have been falsely entered, or may be deemed unsuitable or objectionable. This reservation applies to noise, persons, apparel, conduct, things, printed matter or anything of a character that might be objectionable to the Exhibition as a whole.

Public address systems are specifically prohibited. Electric or electronic amplification or musical instruments are specifically prohibited. Camera use in the exhibit hall will not be permitted either before or after exhibit hours. Children under the age of 18 are prohibited from being on the exhibit floor during move-in and move-out hours. Children under the age of 16 are specifically prohibited from being on the exhibit floor at any time.

- 11. SERVICE ORGANIZATIONS.** In the interest of making available the best qualified craftsmen in numbers sufficient to handle the services necessary for the operation of the Exhibition, Show Management has contracted, on an exclusive basis, official contractors to provide such services. Service companies other than the designated contractors will not be allowed to work on the exhibit areas unless specifically authorized by Show Management. An Exhibitor who wishes to use its own contractor (i.e., Exhibitor-Appointed Contractor) to install and dismantle exhibits must notify Show Management in writing at least 30 days in advance and must provide proof of the contractor's workers' compensation and commercial general liability insurance coverage (see item 3 for limits). Exhibitor shall require any Exhibitor-Appointed Contractor to abide by all Show Rules and Regulations and to indemnify Show Management for any and all claims and actions caused by such contractor's negligence or willful misconduct. In no instance shall Show Management be responsible for the conduct of any Exhibitor-Appointed Contractor or their employees. Show Management assumes no responsibility for performance failure by contractors.
- 12. FORCE MAJEURE.** No damages shall be due for a failure of performance due to Acts of God, declared war in the United States, terrorist act in the city where UIC is being held, government regulation, riots, disaster, Centers for Disease Control Level 3 Travel Advisory regarding the city in which UIC is being held, government imposed prohibitions on gatherings where UIC is being held, declaration of a pandemic by the World Health Organization, or any other circumstance beyond the Parties' reasonable control, which in the case of each of the foregoing makes it illegal or impossible to hold UIC. If UIC is cancelled due to a cause that the parties mutually agree is a Force Majeure, 100% of all deposits paid by Exhibitor will be refunded, less a pro rata share of costs and expenses incurred.
- 13. BUILDING OCCUPANCY.** In the event the premises of the Oklahoma City Convention Center (the Center) is destroyed or damaged, or if the show fails to take place as scheduled, or is interrupted and/or discontinued, or access to the premises is prevented by reasons of strike, lockout, injunction, act of God, act of war, emergency declared by any government agency or by Show Management (a "Force Majeure Event"), or for any other reason, this contract may be terminated by Show Management. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability for Show Management shall be to return to each Exhibitor any payment made hereunder less its prorated share of all costs and expenses incurred and committed by Show Management in connection with the Show.
- 14. CARE OF BUILDING.** No Exhibitor may bring hazardous or illegal items or substances into the Center. No Exhibitor may permit any act by its employees, officers, or agents that will mark or deface the premises. Exhibitors must surrender the space occupied in the same condition as at the commencement of occupancy. Exhibitor shall be solely responsible for damages its display causes to the Center.
- 15. CHANGES IN FLOOR PLAN.** Show Management reserves the right to make appropriate changes in the floor plan and booth locations as it deems necessary for the overall success of the event. Exhibitors will be timely notified of any changes.
- 16. OUTSIDE EXHIBITS/HOSPITALITY SUITES.** By executing this contract, Exhibitors agree that their entire exhibit and display will be confined to the exhibit space assigned. This prohibits Exhibitors from displaying products/services and/or other advertising materials in areas outside their booth space such as, but not limited to, parking lots and hotel lobbies. Exhibitors, by executing this contract, also expressly agree not to operate hospitality suites, conduct meetings or demonstrations during hours in which UIC is open or when any official sponsored events are in progress.
- 17. DISCLAIMER.** Products and/or services on display in the exhibit area within UIC carry no implied or real endorsement or recommendation by Show Management. The Exhibitor agrees that it will not represent any product or service as being endorsed by Show Management. Show Management reserves the right to prohibit any exhibit or any part of an exhibit that is not consistent with the objectives of UIC. Furthermore, products or services must be related to the UIC industry.
- 18. NOTICES.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. No waiver by any party of any of the provisions hereunder shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this contract shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 19. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any conflict of law rules that would cause the application of the laws of any other jurisdiction. The parties agree that the venue for any legal proceeding concerning this contract shall be the court of appropriate jurisdiction located in Harris County, Texas, and the parties hereby waive any objections to service of process for said venue.
- 20. SEVERABILITY.** If any term or provision hereof is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 21. VIOLATIONS OF RULES AND REGULATIONS.** Violations of these rules and regulations as well as those published in the Exhibitor Service Manual will afford Show Management the right to prohibit the Exhibitor from exhibiting at the current year's exhibition and will forfeit all booth payments. It is fully understood that the agreement between Exhibitor and Show Management is fully and entirely expressed in this contract, and that there is no oral or verbal agreement of any kind with respect to the subject matter of this contract, whereby the Rules and Regulations of this contract are or can be changed or modified in any way prior to the close of the Show will not be permitted and will be subject to non-participation at future shows organized by Show Management.
- 22. ACKNOWLEDGEMENT.** Exhibitor acknowledges that the Rules & Regulations have been read and are in agreement with said rules & regulations. All matters and questions that arise which are not specifically covered by these rules and regulations are subject to the decision of Show Management. These rules and regulations may be amended, added to, and amplified by Show Management at its discretion. Exhibitor agrees to abide by any and all amendments and changes by Show Management.

Today's date:

Signature