



DAVID L. LAWRENCE CONVENTION CENTER  
**PITTSBURGH, PA**  
**OCTOBER 23 - 25**  
 www.shaleinsight.com

# EXHIBIT SPACE APPLICATION

Please complete all sections of this application and return with payment. Upon assignment of space by Show Management, a booth space confirmation will be emailed to you. Checks should be made payable to: Marcellus Shale Coalition and mailed to the address below.

**Questions to:** Gavin McAuliffe  
 Exhibit Sales  
 312-265-9649  
[gavin@corcexpo.com](mailto:gavin@corcexpo.com)

**Payable to:** Marcellus Shale Coalition  
 SHALE INSIGHT 2018 Exhibit – Code 4123  
 400 Mosites Way, Suite 101  
 Pittsburgh, PA 15205

## COMPANY INFORMATION

The key contact listed below will receive ALL exhibitor communications. This information will also be your default for publication, but you will be given a link and password to update this information online at a later date.

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

Website \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Company Email (for print) \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Title \_\_\_\_\_ Email \_\_\_\_\_

## EXHIBIT SPACE RATES

Check the rate that applies.

Member Rates MSC, OOGA and WVONGA	<input type="checkbox"/> Early Member Rate (through July 31) Per 10' x 10' Booth	\$2,995
	<input type="checkbox"/> Full Member Rate (after August 1) Per 10' x 10' Booth	\$3,295
Non-Member Rates	<input type="checkbox"/> Early Non-Member Rate (through July 31) Per 10' x 10' Booth	\$3,395
	<input type="checkbox"/> Full Non-Member Rate (after August 1) Per 10' x 10' Booth	\$3,695

No. of Booths	X	Booth Rate	=	Total Due	50% Booth Deposit Due
		\$		\$	\$

Include with the completed application a non-refundable deposit (U.S. Dollars) equaling 50 percent of the total cost of space selected. The balance is due July 31, 2018. Applications received after this date must include full payment.

**CANCELLATION POLICY:** Requests for booth space cancellations must be received in writing. Cancellations received prior to July 31, 2018, will be refunded, less 50% of the total booth cost. No refunds will be made after July 31, 2018.

## EXHIBIT SPACE RATES

Please indicate the location and configuration of the booth space requested. Applications received without payment will not be processed.

1<sup>st</sup> Choice \_\_\_\_\_ 2<sup>nd</sup> Choice \_\_\_\_\_

3<sup>rd</sup> Choice \_\_\_\_\_ 4<sup>th</sup> Choice \_\_\_\_\_

We prefer NOT to be next to or across the aisle from:

## PAYMENT METHOD

Please complete page 4 and submit with completed application.

Check \$ \_\_\_\_\_  American Express

Mastercard  Visa  Discover

## AGREEMENT

WE AGREE TO ABIDE BY ALL RULES AND REGULATIONS GOVERNING THE EXPOSITION AS PRINTED ON THE REVERSE SIDE HEREOF AND WHICH ARE A PART OF THIS APPLICATION. ACCEPTANCE OF THIS APPLICATION BY SHOW MANAGEMENT CONSTITUTES A CONTRACT.

## EXHIBITOR DIRECTORY LISTING

You will receive a confirmation of exhibit space after payment is received. The confirmation will contain a password and link to the online floor plan for entering your company information for posting in the mobile app. Deadline for Exhibitor Directory listing is Sept. 14, 2018.

Date \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

# SHALE INSIGHT™ 2018 | OCTOBER 23-25, 2018 | DAVID L. LAWRENCE CONVENTION CENTER | PITTSBURGH, PA

## GENERAL RULES AND REGULATIONS

These General Rules and Regulations (these "Regulations") are an integral part of the Exhibit Space Application to the Marcellus Shale Coalition (the "MSC") for its SHALE INSIGHT™ Conference (the "Exhibition") to which these Regulations are affixed, and together with the Exhibit Space Application, when the application is accepted by the MSC in writing, constitute the entire contract between the applicant (the "Exhibitor") and the MSC for the Exhibitor's participation in the Exhibition. The Exhibition is managed by Corcoran Expositions, Inc. ("Show Management") on behalf of the MSC, which is the owner and host of the Exhibition. Show Management reserves the sole right to render all interpretations, amend and enforce these Regulations, and to establish any and all further regulations not specifically covered below, to ensure the general success and well-being of the Exhibition. Each Exhibitor, for itself, its employees and its contractors, agrees to abide by these Regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives and best interests of the Exhibition or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these Regulations, and extends to persons, things, printed matter, products, and conduct. The MSC reserves the right to refuse applications of any Exhibitor for any reason, as well as the right to curtail exhibits or parts of exhibits. **Show Management's and/or the MSC's decision and interpretation shall be accepted as final in all cases.**

**1. PAYMENT OF SPACE.** Applications submitted before July 31, 2018 must be accompanied by a 50% deposit of the total booth cost. Applications received after July 31, 2018 must include full payment of the total booth cost (payable in U.S. funds and drawing on a U.S. bank).

**2. CANCELLATION AND REFUNDS.** All cancellations of booth space must be received in writing by Show Management. If space is reduced, the net reduction of space will be treated as a cancellation of that space. If Show Management receives a written request for cancellation of space prior to July 31, 2018, the Exhibitor will be eligible for a full refund minus 50% of the total booth cost. No refunds will be made after July 31, 2018. It is expressly agreed by the Exhibitor that in the event it fails to pay the space licensure charge at the times specified, or fails to comply with any other provisions contained in these Regulations concerning its use of exhibit space, Show Management shall have the right to reassign the confirmed booth location shown or to take possession of said space and lease same, or any part thereof, to such other parties and upon such terms and conditions as it may deem proper. In the event of a default by the Exhibitor, as set forth in the previous sentence, then in addition to the MSC's and Show Management's other rights and remedies hereunder, the Exhibitor shall forfeit the amount paid by Exhibitor for its space reservation, regardless of whether or not Show Management enters into a further lease for the space involved.

In case the Exhibition shall not be held for any reason whatsoever, then and thereupon, the licensure and lease of space to the Exhibitor shall be terminated. In such case, the limit of claims for damage and/or compensation by the Exhibitor shall be the return to the Exhibitor of the prorated amount already paid for space for this specific event.

**3. SPACE LICENSURE AND ASSIGNMENT OF LOCATION.** By this contract, the MSC is granting the Exhibitor a temporary license to use the space described in this contract, under and subject to the terms and conditions of this contract. The Exhibitor's right to use the space does not constitute a lease, and is not subject to landlord-tenant laws. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the Exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXHIBITION.**

**4. USE OF SPACE, SUBLICENSURE OF SPACE.** The Exhibitor shall not assign, sublicense or share the space allotted with any other party unless approval has been obtained in writing from Show Management, and any attempted assignment or sublicense without such consent shall be null and void. Exhibitors are not permitted to feature names or advertisements of non-exhibiting parties in the Exhibitor's display, parent or subsidiary companies excepted. Exhibitors must show only goods or services manufactured, furnished or dealt in by them in the regular course of business. Should an article or service of a non-exhibiting party be required for operation or demonstration in an Exhibitor's display, identification of such article or service shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No party not assigned exhibit space will be permitted to solicit business within the Exhibit Area.

**5. EXHIBITOR'S AUTHORIZED REPRESENTATIVE.** Each Exhibitor must name one person to be its representative in connection with installation, operation and removal of its exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the Exhibitor shall be responsible. The Exhibitor shall assume responsibility for such representative being in attendance throughout all exhibition periods; and this representative shall be responsible for keeping the exhibit area neat, manned and orderly at all times. For their own safety and protection, persons under the age of 21 will not be admitted to the exhibit hall during move-in and move out.

**6. INSTALLATION AND REMOVAL.** Show Management reserves the right to fix the time for the installation of a booth prior to the Exhibition opening and for its removal after the conclusion of the Exhibition. Any space not claimed and occupied by three hours prior to the published Exhibition opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exhibition. If Exhibitor is late in removing its exhibit, and causes Show Management to incur overtime or other costs, then Exhibitor will be responsible for those costs. **Exhibits must be staffed during all Exhibition hours and may not, to any extent, be dismantled before the Exhibition closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.**

**Exhibitor Plan Review.** Booth construction plans and layout arrangements for first-time Exhibitors, exhibits in island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exhibition.

**7. ARRANGEMENT OF EXHIBITS.** Each Exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exhibition. Exhibits not conforming may be dismantled or modified, at cost to the Exhibitor, at the sole judgment and discretion of Show Management.

**8. EXHIBITS AND PUBLIC POLICY.** The Exhibitor shall fully comply at all times with the rules, regulations and requirements of the Exhibition facility and with all federal, state, county, and municipal laws, ordinances and regulations pertaining to health, fire prevention and public safety, with respect to its participation in the Exhibition. No part of the Exhibition building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the Exhibitor. The Exhibitor must, at its expense, maintain and keep in good order its exhibit and the space for which it has contracted. The MSC, Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as the Exhibitor's space, materials and operation is concerned.

Should the Exhibitor have questions as to the application of such rules, regulations, requirements, laws, and ordinances to its exhibit or display, Show Management will endeavor to answer them, but such answers (or lack thereof) shall not be deemed an assumption of any of the Exhibitor's responsibilities or liabilities hereunder.

Exhibitors must comply with City and State fire regulations. Further, and without limitation of the foregoing, all booth decorations, including carpeting, must be flameproof and all hangings must clear the floor; all exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times; use of butane or bottled gas is not permitted; use of propane and helium balloons is prohibited; and electrical equipment and wiring must conform with National Electrical Code Safety Rules. If inspection indicates that the Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of its exhibit as may be irregular, and effect the removal of same at Exhibitor's expense.

If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Exhibitor should communicate with Show Management for information concerning facilities or regulations. Independent contractors must conform to IAEM, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

**9. STORAGE OF PACKING CRATES AND BOXES.** Unattended freight in any display space as of one hour prior to Exhibition opening will be removed and stored at the Exhibitor's sole risk and expense. The Exhibitor will not be permitted to store packing crates and boxes in their booths during the Exhibition; however, when properly marked, these items will be stored and returned to the booth by service contractors. It is the Exhibitor's responsibility to mark and identify its crates and boxes. Crates and boxes not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates, boxes and exhibit material outside the building. Every effort will be made to protect the crates from the elements, but none of the MSC, Show Management or its service contractors will assume any responsibility for damage to them.

The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the Exhibitor after the Exhibition will be removed at the Exhibitor's expense. Exhibitors will be billed by the service contractor for removal time and materials at prevailing rates. None of the MSC, Show Management, the service contractor, or the exhibit facility shall assume any liability whatsoever for loss or damage.

**10. SOCIAL ACTIVITIES.** Any social function or special event planned by an exhibiting company to take place during the Exhibition must be pre-approved by the MSC. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and exhibition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by the MSC and/or Show Management. Exhibitor materials are not permitted to be distributed to sleeping room doors, the MSC meeting rooms or anywhere else in the hotel and/or exhibit facility except in the specified booth space.

**11. OPERATION OF EXHIBITS.** Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the Exhibition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the Exhibition as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

**Alcoholic Beverages.** Exhibitors may not serve alcoholic beverages in the Exhibit Hall except with the written permission of Show Management.

**Direct Sales.** Retail sales are permitted only within the booth area and must be approved by the MSC. Exhibitors are responsible for collection and payment of any and all taxes required by the state, county and city governments.

**Contests, Drawings and Lotteries.** All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the Exhibition.

**Literature Distribution.** All demonstrations or other activities must be confined to the limits of the Exhibitor's booth. Distribution of circulars may be made only within the space assigned to the Exhibitor distributing such materials. No advertising circulars, catalogs, folders or devices shall be distributed by Exhibitors in the aisles, meeting rooms, registration areas, lounges or grounds of the host facility.

**Copyright Licensing.** Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials, including but not limited to, music, video, and software. Exhibitor shall indemnify and hold harmless the MSC, Show Management, and the Exhibition facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

**Sound.** Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

**Live Animals.** Live animals are prohibited.

**Booth Representatives.** Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited.

**Irregular Activities.** All giveaway items, with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the Exhibitor's product, must be submitted for approval to Show Management at least three weeks prior to the opening of the Exhibition. Noisemakers of any kind will not be permitted. All Exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

**12. INDEMNIFICATION.** The Exhibitor agrees that it will indemnify, defend and hold and save the MSC, Show Management, and the owner and the operator of the Exhibition facility whole and harmless of, from and against any and all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against any of them on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering the Exhibition facility hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by the Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by the Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Exhibition facility. Such indemnification by the Exhibitor shall be effective unless such damage or injury results solely and directly from the gross negligence or willful misconduct of the indemnified part. The Exhibitor covenants and agrees that in case the MSC, Show Management, or the owner or operator of the Exhibition facility shall be made a party to any litigation commenced by or against the Exhibitor or relating to this contract or the space licensed to the Exhibitor hereunder, then the Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon such party by virtue of any such litigation.

**Assumption of Risks and Release.** The Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with the Exhibitor's participation in the Exhibition, including, without limitation, all risks of theft, less, harm, damage or injury to persons (including death), property, business, or profits of the Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. It shall be the responsibility of the Exhibitor to secure its own insurance or otherwise protect itself and its property against such loss or damage.

**Use of Certain Property.** The Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the Exhibitor's space. Exhibitor shall indemnify, defend and hold harmless the MSC, Show Management, the City and their officers, directors, members, agents, and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees, and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

**13. LIABILITY AND INSURANCE.** All property of the Exhibitor remains under its custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. None of MSC, Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other causes, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor. It is recommended that Exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

**14. WAIVER.** The MSC and Show Management shall not be deemed to waive any of their rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by the MSC or Show Management (as the case may be). No delay or omission by the MSC or Show Management in exercising any of its rights shall operate as a waiver of such rights, and a waiver of such rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

**15. ATTORNEYS' FEES.** Should the MSC or Show Management find it necessary to employ attorneys to enforce any of the provisions of this agreement, or to protect in any manner its interest or interests under this agreement, the MSC or Show Management (as the case may be), if it is the prevailing party, shall be entitled to recover from the Exhibitor all reasonable costs, charges, and expenses including attorneys' fees.

**16. AMERICANS WITH DISABILITIES ACT.** The Exhibitor acknowledges its responsibilities under the Americans with Disabilities Act (the "ADA") to make its booth(s) accessible to handicapped persons. The Exhibitor shall also indemnify and hold harmless the MSC, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by the Exhibitor's failure to comply with the ADA.

**17. FORCE MAJEURE.** If an event, including, but not limited to, acts of God, actions or regulations of governmental authorities, fire, flood or explosion, war, disaster, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, other emergencies, or any other cause beyond the reasonable control of the MSC or the Exhibition facility, makes it impossible, illegal, impracticable or inadvisable for the MSC or the Exhibition facility to undertake the Exhibition, this contract shall terminate upon notice from the MSC or Show Management. In the event of cancellation, postponement or disruption of the Exhibition for the foregoing reasons, the MSC shall return to the Exhibitor the amount of its registration fees paid hereunder, and the MSC shall have no further duty or liability to the Exhibitor for damages, compensation or otherwise.

**18. GOVERNING LAW; VENUE.** THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS. ANY AND ALL DISPUTES ARISING UNDER OR PERTAINING TO THIS CONTRACT SHALL BE ADJUDICATED SOLELY IN STATE OR FEDERAL COURTS SITTING IN ALLEGHENY COUNTY, PENNSYLVANIA, AND THE EXHIBITOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION IT MIGHT OTHERWISE HAVE TO THE LAYING OF JURISDICTION AND VENUE IN SUCH COURTS.

**19. OTHER REGULATIONS.** Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

**THE MSC AND SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR, WHO IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY, IMMEDIATELY MAY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**

Date \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_



DAVID L. LAWRENCE CONVENTION CENTER

PITTSBURGH, PA

OCTOBER 23-25

www.shaleinsight.com

# CREDIT CARD AUTHORIZATION

If payment is being made by credit card, please provide the requested information and return the completed form by fax to 312-541-0573 (Corcoran Expositions). Please do not email credit card information in order to protect the security of your financial information.

## COMPANY INFORMATION

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Title \_\_\_\_\_ Email \_\_\_\_\_

## CARD INFORMATION

Charge my  Mastercard  Visa  Discover  American Express

Account Number \_\_\_\_\_

Verification Code \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name as shown on card \_\_\_\_\_

Signature as shown on card \_\_\_\_\_

Billing address of card \_\_\_\_\_

Payment for Invoice Number \_\_\_\_\_ Amount \$ \_\_\_\_\_