

## SPONSOR TERMS AND CONDITIONS

*We plan to attend the 2023 International Trade and Customs Conference and would like to participate as a sponsor. We agree to abide by the following conditions and procedures and will brief our representatives accordingly.*

1. **API:** As used herein, “API 2023” or “Exhibition” shall refer to the International Trade & Customs Conference. Also as used herein, “exhibitor,” “applicant” and “company” shall refer to the party submitting an Application and Agreement to sponsor and/or exhibit at the 2023 International Trade and Customs Conference. API will handle all pre-show and on-site decisions and its decisions will be final.
2. **Payments:** Your fee will be based on the level you select as described on the website and during the registration process. Payment is due in full at the time of registration. Your sponsorship includes **one (1)** complimentary registration and signage at the event you are sponsoring and **one (1)** 6’ x 30” table for display of your materials for the duration of the event.  
**Checks and Wire Transfers:** A PDF invoice will be sent upon application submission request. Reference your invoice number so payment is applied appropriately. If you require an invoice, your payment is due thirty (30) days from the receipt of your invoice. All checks are to be made payable to: American Petroleum Institute, P.O. Box 1425, Merrifield, VA 22116- 1425, USA. The check must be in U.S. currency only, drawn on a U.S. bank. 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.
  - a) No sponsor admission credentials will be distributed to any company who has not paid in full by **February 17, 2023**; and if any company still has not paid in full by the time of the first date of installation, **February 17, 2023**, 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 on-site.
3. **Deadline for Sponsor Registration, Cancellation, and Refunds:** A sponsor may cancel or withdraw from the show subject to the following conditions and restrictions:
  - The sponsor shall give API notice in writing of its intention to cancel or withdraw from the show.
    - Sponsors may cancel their obligation up to **February 17, 2023**. However, 50% of the fee is nonrefundable.
    - In the event the said notice is received on or before **February 17, 2023**, the sponsor 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 **February 17, 2023**, the sponsor shall be obligated and agrees to pay 100% of the contract value.
  - All refunds due will be paid to the exhibitor no later than sixty (60) days after the close of the Meeting.
  - Notice of cancellation must be submitted in writing to the API Registrar at [registrar@api.org](mailto:registrar@api.org).
4. **Signage:** API will create prominent signage or other forms of recognition that feature the company name and/or logo of the sponsor. The exact wording and type of recognition will be at the discretion of API.
5. **Right of Refusal:** API reserves the right to refuse the setup of the exhibit display space to any company whose display of goods, service or machinery is not, in the opinion of API, compatible with the general character and objectives of the Exhibition.
6. **Sales:** No business transactions/solicitations are allowed during API functions at any time.
7. **Event Cancellation:** Should any contingency prevent the holding of the 2023 International Trade and Customs; API shall refund all monies paid within 60 days of the notice of intent to cancel. If unusual circumstances prevail and the event is cancelled, a full refund of the sponsor fee will be made within thirty (30) days of the cancellation. Sponsor waives all claims that may be made against API, its employees, agents, and assigns, except the right to a refund of the sponsor fee.
8. **Insurance:** The sponsor acknowledges that API and the **Grand Hyatt San Antonio Riverwalk** do not maintain insurance covering sponsor’s property, and that it is the sole responsibility of sponsors to obtain business interruption and property damage insurance covering such losses by sponsor.

9. **Liability and Security:** Each sponsor must make provisions for the safeguarding of its goods, materials, and equipment throughout the meeting. Neither API, nor the **Grand Hyatt San Antonio Riverwalk**, nor their officers, representatives, and employees will be responsible for any destruction, damage, theft or loss to the sponsor's property.
10. **Indemnification:** The sponsor assumes entire responsibility and hereby agrees to protect, indemnify, defend, save and hold harmless, API, the **Grand Hyatt San Antonio Riverwalk**, and their employees and agents against all claims, losses and damages to persons or property, governmental charges or fines, and reasonable attorney's fees arising out of or caused by sponsor's participation.
11. **Personal Property:** Sponsor acknowledges that any/all property of sponsor, including any personal properties of individuals, are the sole responsibility of such sponsor and API 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.
12. **Assignment:** Neither API nor the sponsor may assign their rights under this Agreement without the express written consent of all the parties. API is unable to sign counter-agreements or 3rd party agreements.
13. **General Requirements:** All matters and questions covered in the Rules and Regulations may be amended at any time by API. Such amendments or additions shall be equally binding on all parties affected by this original "Terms & Conditions".