

## SPONSOR/EXHIBITOR TERMS AND CONDITIONS

We plan to attend the 2024 API Excise Tax Forum 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 2024” or “Exhibition” shall refer to the API Excise Tax Forum. 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 2024 API Excise Tax Forum. API will handle all pre-show and on-site decisions and its decisions will be final.
2. **Payment: 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.  
**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/exhibitor admission credentials will be distributed to any company who has not paid in full by **April 12, 2024**; and if any company still has not paid in full by the time of the first date of installation, **April 12, 2024**, 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/Exhibitor Registration, Cancellation, and Refunds:** An exhibitor may cancel or withdraw from the show subject to the following conditions and restrictions:
  - The sponsor/exhibitor shall give API notice in writing of its intention to cancel or withdraw from the meeting.
    - Sponsors and exhibitors may cancel their obligation up to **April 12, 2024**. However, 50% of the fee is nonrefundable.
    - In the event that said notice is received on or before **April 12, 2024**, the sponsor/exhibitor 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 **April 12, 2024**, the sponsor/exhibitor shall be obligated and agrees to pay 100% of the contract value.
  - All refunds due will be paid to the sponsor/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 company. 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. **Liability and Security:** Each sponsor/exhibitor must make provisions for the safeguarding of its goods, materials, and equipment throughout the meeting. Neither API, nor the **Westin Houston Memorial City**, nor their officers, representatives, and employees will be responsible for any destruction, damage, theft, or loss to the sponsor’s/exhibitor’s property.
8. **Indemnification:** The sponsor/exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, save and hold harmless, API, the **Westin Houston Memorial City**, 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/exhibitor’s participation.

9. **Insurance:** The sponsor/exhibitor acknowledges that API and the **Westin Houston Memorial City** do not maintain insurance covering sponsor's/exhibitors' property, and that it is the sole responsibility of sponsor/exhibitor to obtain business interruption and property damage insurance covering such losses by sponsor/exhibitor.
10. **Personal Property:** Sponsor/Exhibitor acknowledges that any/all property of sponsor/exhibitor, including any personal properties of individuals, are the sole responsibility of such sponsor/exhibitor 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.
11. **Event Cancellation:** Should any contingency prevent the holding of the 2024 API Excise Tax Forum; 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/exhibitor fee will be made within thirty (30) days of the cancellation. Sponsor/exhibitor waives all claims that may be made against API, its employees, agents, and assigns, except the right to a refund of the sponsor/exhibitor fee.
12. **Assignment:** Neither API nor the sponsor/exhibitor 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".
14. **Subletting of Space:** The sponsor agrees not to assign, sublet, or apportion space or any part thereof contracted for, nor to exhibit, advertise or offer for sale merchandise or services other than those manufactured or sold by sponsor company in the regular course of business. Sponsors may not permit non-exhibiting company representatives to work in their booths except their own dealers and representatives.