

Return signed contract with payment to Exhibit Sales, [exhibitsales@optica.org](mailto:exhibitsales@optica.org)

### 1 COMPANY INFORMATION

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State/Province: \_\_\_\_\_  
 ZIP/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
 URL: \_\_\_\_\_

### 2 PRIMARY OPERATIONS CONTACT

Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tel: \_\_\_\_\_

### 3 PRICING: Indicate product selection by checking the box.

Exhibit Space			
<input type="checkbox"/> <b>High-Brightness Sources &amp; Light-Driven Interactions Congress</b> 23-25 March, Kempinski Hotel Corvinus Budapest, Budapest, Hungary	<input type="checkbox"/> <b>Biophotonics Congress: Biomedical Optics</b> 24-27 April, The Westin Beach Ft. Lauderdale, Ft. Lauderdale, Florida, USA	<input type="checkbox"/> <b>Quantum 2.0</b> 13-16 June, Encore Boston Harbor, Boston, MA, USA	<input type="checkbox"/> <b>Optical Interference Coatings</b> 19-24 June, Whistler Conference Centre, Whistler Resort, British Columbia, Canada
<input type="checkbox"/> <b>Imaging &amp; Applied Optics Congress</b> 11-15 July, Hyatt Regency Vancouver, Vancouver, Canada	<input type="checkbox"/> <b>Optical Sensors &amp; Sensing Congress</b> 11-15 July, Hyatt Regency Vancouver, Vancouver, Canada	<input type="checkbox"/> <b>International Conference on Ultrafast Phenomena</b> 18-22 July, Hotel Bonaventure Montreal, Montreal, Canada	<input type="checkbox"/> <b>Applied Industrial Optics</b> 25-27 July, Ashling Hotel, Dublin, Ireland
<input type="checkbox"/> <b>Advanced Photonics Congress</b> 25-28 July, Maastricht Convention Center, Maastricht, Netherlands	<input type="checkbox"/> <b>Digital Holography &amp; 3D Imaging</b> 01-04 August, Robinson College, Cambridge, UK	<input type="checkbox"/> <b>Latin America Optics &amp; Photonics Conference</b> 07-11 August, Mar Hotel Conventions, Recife, Brazil	<input type="checkbox"/> <b>Laser Congress</b> 23-27 Oct, Prague Congress Centre, Prague, Czechia
Optica Corporate Member* <input type="checkbox"/> _____ x USD 2,550 = _____		Non-Member* <input type="checkbox"/> _____ x USD 3,000 = _____	

Sponsorships	Optica Corporate Member*		Non-Member	
	Optica Corporate Member*	Non-Member	Optica Corporate Member*	Non-Member
Receptions/Banquets	<input type="checkbox"/> USD 5,500	<input type="checkbox"/> USD 7,500	Coffee Break	<input type="checkbox"/> USD 1,500 <input type="checkbox"/> USD 2,000
Plenary Session Video Sponsorship	<input type="checkbox"/> USD 3,750	<input type="checkbox"/> USD 5,000	Registration Sponsor	<input type="checkbox"/> USD 2,250 <input type="checkbox"/> USD 3,000
Daily Tech Zoom Room Sponsorship	<input type="checkbox"/> USD 2,250	<input type="checkbox"/> USD 3,000	Email Blast - What to Know Before You Go Banner Ad	<input type="checkbox"/> USD 1,125 <input type="checkbox"/> USD 1,500
Hot Topic Sponsorship	<input type="checkbox"/> USD 1,125	<input type="checkbox"/> USD 1,500	Email Blasts - Daily Schedule Banner Ad	<input type="checkbox"/> USD 1,500 <input type="checkbox"/> USD 2,000
Technology Showcase	<input type="checkbox"/> USD 1,125	<input type="checkbox"/> USD 1,500	Animated Ad	<input type="checkbox"/> USD 750 <input type="checkbox"/> USD 1,000
Program Book Ad	<input type="checkbox"/> USD 750	<input type="checkbox"/> USD 1,000	Bag Insert	<input type="checkbox"/> USD 375 <input type="checkbox"/> USD 500
Social Media Wall Ad Slots	<input type="checkbox"/> USD 375	<input type="checkbox"/> USD 500	Static Ad	<input type="checkbox"/> USD 375 <input type="checkbox"/> USD 500
<small>*Optica Corporate Member rates apply only if membership is active at the start of the Conference and the member has chosen the Business Development benefit category as part of their Optica Corporate Member benefit.</small>				Exhibit Space Total USD _____ + Sponsorship Total USD _____ = Total Due USD _____

**4 CONTRACT AUTHORIZATION:** By signing below, with or without appropriate payment, you are entering a legally binding contract. The individual signing below represents that he/she is duly authorized to execute this contract on behalf of the exhibitor. By signing this agreement, Exhibitor agrees to abide by and be bound to this Contract, Exhibit Management's rules and regulations, any additional rules and regulations published by Exhibit Management, and the following documents, as they may be amended from time to time by Exhibit Management, shall be incorporated herein by reference and made part of this contract: Exhibit Management's Rules and Regulations; Exhibit Service Manual (inclusive); Code of Conduct (available at [www.optica.org/codeofconduct](http://www.optica.org/codeofconduct)); and Optica Privacy Policy (available at [www.optica.org/privacypolicy](http://www.optica.org/privacypolicy)).

**PAYMENT AND CANCELLATION:** Payment in full must accompany the contract. Defaults in payment may result in cancellation (subject to cancellation fee). Exhibitor must cancel the contract via electronic mail (email), fax or written notice forwarded to the address set forth in this contract. No refund will be due to exhibitor if cancelled. Cancellation fees will not be applied to any other past, current, or future charges incurred by Exhibitor and are non-transferable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the virtual exhibit space or sponsorship by Exhibit Management. Exhibitor shall also forfeit all exhibitor privileges.

Authorized Representative Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Name (Please print): \_\_\_\_\_

**5 PAYMENT:** Full payment is due with contract. Make checks payable (in US Dollars, drawn on a US bank) to Optica, mail checks to: Optica Exhibits, 2010 Massachusetts Avenue, NW, Washington, DC 20036, USA. Wire Transfer - (ACH payments are not accepted), direct funds to: Bank of America, 1501 Pennsylvania Ave. NW, Washington, DC 20013 USA; ABA# 0260-0959-3; Beneficiary, Optica; Acct.#20-867-84-287; SWIFT, BOFAUS3N. Please incorporate any bank fees associated with your wire transfer, to include a USD 25 processing fee by Bank of America, as remitter is responsible for these fees.

You may also pay by credit card:  Visa  M/C  Diners  AmEx

Amount: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_ Billing Zip/Post Code \_\_\_\_\_

Card Number \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Print Name (as it appears on card): \_\_\_\_\_

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**Options for Participation** (Optica Corporate Members Receive a Discount)

<b>Exhibit Space</b>			
<p><b>All space includes:</b> 2 Booth Staff &amp; 1 Full Conference Registrations. One display table, two chairs, may include carpet - depends on facility, company identification sign, one copy of conference program, company profile listing in the Buyers' Guide*, company participation acknowledgment on meeting website*. Unless otherwise indicated, exhibit space does not include pipe, drape, or hang points.</p>			
<b>Optica Corporate Member*</b>	<input type="checkbox"/> USD 2,550	<b>Non-Member</b>	<input type="checkbox"/> USD 3,000

**Specialized and Targeted Sponsorships**

<b>Product</b>	<b>Optica Corporate Member Price*</b>	<b>Non-Member Price</b>	<b>Description</b>
<b>Receptions/Banquets</b>	USD 5,500	USD 7,500	Positioning your company as a sponsor of this high-profile event will skyrocket your visibility! Includes digital and print logo placements specific to the reception before and during the conference.
<b>Coffee Break</b>	USD 1,500	USD 2,000	Coffee will be served on the show floor during session breaks—a perfect time and place to promote your company! Greet attendees, pass out literature and invite them to connect with your company. Show Management will provide signage with your company's logo.
<b>Plenary Session Video Sponsorship</b>	USD 3,750	USD 5,000	30-second video to play prior to the plenary. Video provided by sponsor.
<b>Daily Tech Zoom Room Sponsorship</b>	USD 2,250	USD 3,000	Static logo on Embedded Frame around Zoom video conferencing window for live sessions. Limited to one sponsor per day.
<b>Hot Topic Sponsorship</b>	USD 1,125	USD 1,500	Virtual meeting room for attendees to network & connect with the sponsor based on a particular hot topic chosen by the sponsor, for discussion facilitation. 20-minute presentation in a dedicated Zoom room (15 min. presentation, 5 min. Q&A). Hot Topic sessions are listed in the conference schedule.
<b>Technology Showcase</b>	USD 1,125	USD 1,500	Highlight your company or products in a 20-minute presentation in a dedicated Zoom webinar (15 min. presentation, 5 min. Q&A). Showcases are listed in the conference schedule.
<b>Registration Sponsor</b>	USD 2,250	USD 3,000	Sponsor Logo with link to sponsor website on registration information page and registration confirmation email. Limited to 3 sponsors.
<b>Email Blast – What to Know Before You Go Banner Ad</b>	USD 1,125	USD 1,500	Banner ad in the email sent to pre-registered attendees. Limited to 3 sponsors.
<b>Email Blasts – Daily Schedule Banner Ad</b>	USD 1,500	USD 2,000	Banner ad in the daily email deployed at the start of each event day. Limited to 1 sponsor per day.
<b>Animated Ad</b>	USD 750	USD 1,000	Ad with links to advertiser's website located on home page of the event website. This ad rotates with other advertisers. Run: length of show.
<b>Program Book Ad</b>	USD 750	USD 1,000	Full page black and white ad in the Program Book distributed to all Full Conference registrants.
<b>Bag Insert</b>	USD 375	USD 500	Company flyer or small promotional item distributed to all attendees.
<b>Static Ad</b>	USD 375	USD 500	Ad with links to advertiser's website located on secondary pages of the event. This ad rotates with other advertisers. Run: length of show.
<b>Social Media Wall Ad Slots</b>	USD 375	USD 500	A social media wall is a feed of aggregated live posts that are displayed on digital signage in real time. Sponsors receive premium space to display a message, image and/or logo.

\*Optica Corporate Member rates apply only if membership is active at the start of the Conference and the member has chosen the Business Development benefit category as part of their Optica Corporate Member benefit.

# 2022 EXHIBITION RULES & REGULATIONS Read Carefully – Avoid Misunderstandings

**CONTRACT:** This application, executed by applicant (Exhibitor) shall constitute a valid and binding contract. Optica, a New York non-profit corporation, serves as Exhibit Management.

**PURPOSE OF THE EXHIBIT:** To disseminate knowledge and promote the development and application of optics. The comprehensive technical exhibition serves to introduce new products and services to the market and to educate individuals in these areas with regard to these technologies. Only exhibitors whose materials are related to those purposes will be allowed to maintain displays. Exhibit Management reserves the right to determine whether Exhibitor's materials relate to the purpose of the exhibition.

**ACCEPTANCE AND ASSIGNMENT OF SPACE:** Assignment of space is final. A space may be revoked or changed by Exhibit Management at any time if payment is not in accordance with the payment schedule. Assignment of space will be determined by Exhibit Management on site based on the earliest date a contract accompanied with full payment is received by Optica. Exhibit Management retains the exclusive right to revise the exhibition floor plan and/or move assigned exhibitors as necessary.

**PAYMENT AND CANCELLATION:** Payment in full for space rental must accompany the contract. Defaults in payment may result in reassignment of space or cancellation (subject to cancellation fee). Exhibitor must cancel the space rental contract via electronic mail (email), fax or written notice forwarded to the address set forth in this contract. No refund will be due to exhibitor if cancelled. Cancellation fees will not be applied to any other past, current, or future charges incurred by Exhibitor and are non-transferable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the reserved space by Exhibit Management. Exhibitor shall also forfeit all exhibitor privileges.

**SPACE RENTAL FEE:** All exhibitors receive the following: one full conference (technical) registration, two exhibit personnel registrations, a company profile listing in the Buyers' Guide\*, company name on meeting website\*. The rental fee also includes a display table and two chairs.

- Optica Corporate Member USD 2,550\*
- Non-member USD 3,000

\*Optica Corporate Member rates apply only if the membership is active at the start of the conference and the member has chosen the Business Development benefit category as part of their Optica Corporate Member benefits.

**MERGERS AND ACQUISITIONS:** Exhibitor's obligations under this agreement, including payment obligations, may not be waived or assigned to a third party without the prior written permission of Exhibit Management. For the avoidance of doubt, in the event that Exhibitor acquires, is acquired by or merges with a third party, Exhibitor shall remain liable for full payment of fees under this agreement, regardless of whether the third party has entered into its own exhibit space agreement.

**ARRANGEMENT OF EXHIBITS:** Exhibit Management follows International Association of Exhibitions and Events (IAEE) Guidelines. Booths include standard drapery, one identification sign, one technical digest, one technical badge per 100 square feet or tabletop occupied, two Exhibitor personnel badges, and one complimentary listing. Unless provided by the facility, the floor space for all booths must be carpeted or in some other way professionally covered, with the cost for this covering being the responsibility of the Exhibitor. If such floor covering has not been arranged by the Exhibitor prior to the conclusion of move-in, Exhibit Management reserves the right to order carpeting at Exhibitor's expense. Exhibitors choosing to build double-decker booths must notify Exhibit management 60-days prior to the event's first move-in date.

**LOGO USAGE:** Exhibitor agrees to provide Exhibit Management with a limited, revocable, non-exclusive, nontransferable, worldwide, royalty-free license to use, distribute, display, make derivative works from and copy the trademarks and logos of Exhibitor for promotional and marketing purposes related to Exhibit 2022.

**SERVICES:** Exhibit Management has designated official exhibition contractors as outlined in the Exhibitor's manual. Services for these and other contractors will be available and charged at the then-current rates by the contractor directly to Exhibitor. Exhibit Management and its Sponsors assume no responsibility or liability for such contractors. Exhibitors wishing to use Exhibitor Appointed Contractors (EACs) for non-exclusive services must follow proper application procedures, as outlined in the Exhibitor Service Manual. Exhibitor must use qualified union personnel for material handling, installing and dismantling exhibits, and other services as required by the Facility's rules and regulations. Applicable union regulations for the Facility will be provided in the Exhibitor Manual.

**COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS:** Exhibitor is responsible for compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Exhibitor's participation in the Exhibit Conference, as well as all Facility and Exhibit Management rules and regulations, including Exhibitor's staff compliance with Exhibit Code of Conduct. Exhibitor is responsible for obtaining any licenses and permits necessary for its exhibition. Exhibitor shall take all necessary measures to safeguard persons and property in the Facility from any hazards associated with Exhibitor's exhibit equipment. Exhibitor shall comply with applicable industry safety standards, including but not limited to the following: Center for Devices and Radiological Health's Federal Laser Product Performance Standard (21CFR1040), the American National Standards Institute (ANSI) Standard Z-136.1-2007 on Safe Use of Lasers (or, alternatively, the American Conference on Governmental Industrial Hygienists (ACGIH) Guide for Control of Laser Hazards) in the operation of all coherent sources during the Exhibit Conference. A copy of Optica's "Guidelines for a Safe Exhibit" is available upon request. Exhibitor agrees that it will immediately remedy any condition of its exhibit space if notified by Exhibit Management that the space is unsatisfactory for any reason. Exhibitor's failure to do so may result in cancellation of Exhibitor's space.

**INSTALLATION AND DISMANTLING:** Exhibitor will not be allowed to set up, nor will freight or furnishings be delivered to Exhibitor's booth until Exhibit Management receives the full space rental fee payment. Exhibitors must comply with all move-in and move-out requirements as set forth in the Exhibitor Service Manual.

Exhibitor agrees that if Exhibit Management should receive, handle, or have in its care or custody Exhibitor's property of any kind, Exhibit Management is authorized to act solely for the accommodation of Exhibitor, and Exhibit Management shall not be liable for any loss, damage, or injury to such property.

**RESTRICTIONS:** Exhibitor's activities shall be restricted to Exhibitor's booth space only. Exhibit Management reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. Exhibit Management reserves the right to deny access to or eject any person whose behavior becomes objectionable or inconsistent with the Code of Conduct. In any such event, no refunds will be issued. Sanctions for noncompliance with Exhibit Management's rules and regulations may result in forfeiture of all fees paid and ineligibility to exhibit at or attend any future Exhibit Conference.

**SUBLEASING SPACE:** Exhibitor shall not, without advance written approval by Exhibit Management, assign or sublet this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Multiple-company sharing of exhibit space shall require advance written permission from Exhibit Management.

**COMPETING EVENTS:** Exhibitor shall not conduct any competing event of more than 25 people during official Exhibit Conference hours.

**ADVERTISING MATTER:** Exhibit Management reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials. Distribution from anywhere other than within Exhibitor's booth is forbidden.

**MUSIC:** Exhibitor must be prepared to provide proof of Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), Society of European Stage Authors and Composers (SESAC), or other appropriate licenses for Exhibitor's use of music, including in video presentations. Exhibitors using such music agree to indemnify and hold harmless the Sponsors against any claims, liability or damages resulting from their use of such music.

**FOOD AND ALCOHOL:** The exclusive provider of food, beverage, and catering services within the Facility will be listed in the Exhibitor Service Manual. Any Exhibitor offering alcoholic beverages at any event held in conjunction with the Exhibit and Conference must (i) carry a minimum of two million dollars (\$2,000,000.00) in liquor liability insurance during the event and (ii) comply with all Facility rules and requirements as well as the Exhibit Management alcohol policy, which may be obtained from Exhibit Management upon request.

**AMERICANS WITH DISABILITIES ACT (ADA):** Exhibitor is solely responsible for ensuring that its booth fully complies with the ADA.

**EXHIBITOR PERSONNEL:** Exhibitor must have staff present at the exhibit space during all contracted hours. Exhibitor personnel shall conduct themselves in a professional manner at all times. All Exhibitor Personnel must be dressed appropriately to conduct business. Inappropriate attire includes, but is not limited to, sexually suggestive or obscene outfits or costumes unrelated to the topic of the meeting.

**PHOTOGRAPHY AND VIDEO RECORDING:** Neither photography nor video recording are permitted in the Facility without Exhibit Management's express, prior written consent. Sanctions for noncompliance may include the seizure and destruction of film or electronic storage devices.

**SOUND LEVELS:** Sound levels of presentations must be kept at or below 85 decibels and not interfere with surrounding exhibits.

**CHILDREN:** In the interest of safety, no person under 18 years of age will be allowed on the show floor during set-up and tear-down hours. During open exhibit hours, children 12 years old and under must be accompanied by a supervising adult at all times. Parents of younger children may request an exemption from Exhibit Management in the event of extraordinary circumstances. Parents or guardians must agree to abide by Exhibit Management's rules regarding children and to be responsible for the child and assume all responsibility for damage to exhibits and equipment. Strollers are not allowed on the show floor at any time.

**FORCE MAJEURE:** Exhibit Management may suspend or terminate this Contract without penalty in the event the Facility becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the Exhibit Conference as scheduled due to any event beyond the control of Exhibit Management, including but not limited to the following: strike; lockout; injunction; emergency; Act of God; fire; flood; earthquake; other types of natural disaster; pandemic; epidemic; labor dispute; any law, ordinance, rule or regulation which becomes effective after the date of the execution of this Agreement which may adversely affect attendance or the ability to hold the event; travel, social distancing or gathering capacity restrictions or recommendations issued by a governmental authority, agency or recognized health organization; Act of war or terror; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impracticable for Exhibit Management to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any Facility, headquarters, hotel(s), or necessary expansion space). In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of Exhibit Management and the Sponsors of the Exhibit Conference shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by Exhibit Management, such as, but not limited to, advertising, Facility fees, etc., to the extent any monies remain after payment of such expenses.

**INSURANCE:** Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in the Exhibit Conference, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (USD 1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name the Exhibit Conference and each of the Sponsors, including their respective members, officers, directors, agents and employees (collectively the "Exhibit Parties") as additional insureds, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against the Parties. Further, said insurance shall include a provision for notification to Exhibit Management at least thirty (30) days prior to cancellation. Exhibitor shall furnish Exhibit Management with a Certificate of Insurance verifying such coverage 30 days prior to the exhibition.

**DISCLAIMER OF WARRANTIES:** The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, including but not limited to any implied warranties of merchantability or fitness for any particular purpose, all of which are hereby excluded to the fullest extent permitted by law.

**DAMAGE TO FACILITY:** Exhibitor shall be solely responsible for any and all damage to the Facility caused by Exhibitor, its contractors, any company attending pursuant to an Additional Listing Contract or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

**INDEMNIFICATION:** Exhibitor agrees to defend, indemnify, and hold harmless the Exhibit Parties, the Facility, the Operator, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities (including court costs and reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct or breach of any material condition of this Contract by Exhibitor, its contractors, any company attending pursuant to an Additional Listing Contract or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors (collectively "Exhibitor Parties").

**LIMITATION OF LIABILITY:** Exhibitor agrees that the liability of the Exhibit Parties under this agreement shall not exceed the amount of space rental fees paid by Exhibitor. In no event shall the Exhibit Parties be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. To the extent allowed by law, no claim may be brought against the Exhibit Parties beyond one (1) year of the conclusion of the Exhibit Conference.

**WAIVER:** Exhibitor acknowledges that the Exhibit Parties, Facility, and Operator do not carry insurance coverage for Exhibitor's property. Exhibitor is solely responsible for the security of its property and the property of others under its control. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which the Exhibit Parties might sustain as a result of Exhibitor's participation in the Exhibit Conference. Exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against the Exhibit Parties, the Facility, the Operator, and their respective officers, directors, employees, and agents based upon or arising out of Exhibitor's participation in the Exhibit Conference, except such losses as may be the result of the sole gross negligence or willful misconduct of the aforementioned parties.

**LAWS:** This Contract shall be exclusively governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. Exhibitor hereby waives trial by jury in any action, proceeding, or counterclaim brought by or against the Exhibit Parties with respect to this Contract. The Exhibit Parties shall be entitled to recover from Exhibitor all costs (including attorney's fees) from any suit brought by the Exhibit Parties to enforce their rights herein.

**NOTICES:** Exhibitor agrees to notify Exhibit Management immediately if it (i) becomes insolvent; (ii) files or anticipates filing a petition for voluntary bankruptcy, reorganization, insolvency or similar action; (iii) if Exhibitor has filed against it an involuntary petition in bankruptcy or a receiver or trustee is appointed to take possession of Exhibitor's property; or (iv) dissolution of Exhibitor voluntarily, involuntarily or by operation of law. Upon receipt of such notice, Exhibit Management shall have the right, in its discretion, to terminate this Contract, in which case Exhibitor shall be subject to cancellation fees as indicated in the Cancellations provision.

**GENERAL:** The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right nor authority, to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Contract and shall remain in full force and effect in perpetuity. This Contract represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Contract may be modified only with signed written consent of Exhibit Management. The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Contract shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. All notices required under this Contract shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of this Contract.