



afci locations show

2015 TERMS and CONDITIONS for USING EXHIBITOR BOOTH SPACE

1. **Contract.** The Exhibitor (“Exhibitor”) agrees that, upon tender of any payment for Exhibitor Booth space to the Association of Film Commissioners International (“AFCI”), that the following terms and conditions shall apply to the use of the Exhibitor Booth space during the “AFCI Locations Show 2015”, the (“Show”), and shall constitute the contractual obligations between AFCI and the Exhibitor (the “Agreement”).
2. **Definitions.**
 - a. “AFCI” means the Association of Film Commissioners International, its officers, agents and employees, successors, heirs and assigns.
 - b. “AFCI Member” means any Active, Interim, or Affiliate Member as defined in the Bylaws of the Association of Film Commissioners International who are during all periods between the application and end of the Show are in Good Standing.
 - c. “Exhibitor” means the natural person, organization, or entity who makes an application to the AFCI to participate in the Show whether or not they are sharing booth space with another natural person, organization or entity.
 - d. “Good Standing” as the term is used within this Agreement means an Active Member, Interim Member, or Affiliate Member with no outstanding unpaid invoices (30 days or more past due), including Membership Dues, owed to AFCI.
 - i. Please note that in the event the Exhibitor plans to submit a concurrent application for AFCI membership that all applications must be completed and approved by the AFCI membership committee prior to the Exhibition for member rates to apply. At the time of this application, non-members who are awaiting membership approval, the rates assessed will be based on the non-member rates scheduled herein.
 - ii. Upon approval for membership prior to the start of the Exhibition, the difference between member and non-member rates contained herein will be refunded to you.
 - e. Non-Member Exhibitor means any individual or non-member entity that provides a service or product related to film production. AFCI reserves the right to make the sole determination as to what services and products are related to film production. Further restrictions may apply to organizations which, for a fee/commission, provide producer assistance with scouting, obtaining or otherwise dealing with location sites. All applications from AFCI non-members are subject to the approval of the AFCI.
3. The Exhibitor acknowledges and agrees that AFCI maintains the right to render all interpretations and to establish further regulations as it may deem necessary for the general success of the Exhibition. It is further agreed that the conditions, rules and regulations as herein stated and as outlined in the information provided by AFCI for this event, are incorporated by reference into this Agreement, and that Exhibitor agrees to be bound by each and every one thereof. All applications are subject to the approval of AFCI.

4. **Booth Sharing.** For rates, and addition terms and conditions, please see the separate 2015 Booth Sharing Policy which is incorporated by reference into this Agreement.
5. **Use of Promotional Materials in Exhibitor Booth Space.** The Exhibitor agrees and covenants that the AFCI Locations Show 2015 is meant to promote the Exhibitor's jurisdiction. Exhibitors may promote and distribute materials ONLY for information surrounding their respective jurisdictions and film office services. No Exhibitor shall accept for cash or other consideration Print Media, or other Promotional Material intended to be distributed to the attendees of the Show that was not written, published, or created by the Exhibitor. The term Print Media, or other Promotional Material includes but is not limited to material published outside of the jurisdiction of the Exhibitor's Film Commission Office or outside the product line offered by the Exhibitor. A violation of this covenant is a breach of the terms of the Agreement and may result in ejection from the Show. AFCI shall make the sole determination as to what is within or outside the jurisdiction of the respective film commission office or product line sold by the Exhibitor. In the event a party breaches this covenant, the Exhibitor waives all claims the Exhibitor might have towards the rebate of any costs, down payments or any other damage claimed to have been sustained by the breaching party.
6. **Indemnity/Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, THE EXHIBITOR AGREES THAT IT WILL INDEMNIFY, PROTECT, SAVE AND HOLD HARMLESS AFCI, HYATT REGENCY CENTURY PLAZA, FREEMAN, AND ALL AGENTS AND EMPLOYEES THEREOF FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, LOSS, DAMAGE, CLAIM, COST, DEFICIENCY, DIMUNITION OF VALUE AND EXPENSE (INCLUDING BUT NOT LIMITED TO COSTS OF INVESTIGATION AND DEFENSE, PENALTIES AND REASONABLE LEGAL FEES AND COSTS) FOR ANY DAMAGES OR CHARGES INCURRED BY AFCI RESULTING FROM EXHIBITOR'S OCCUPANCY OR PARTICIPATION IN THE EXHIBITION THAT RESULTS IN, WITHOUT LIMITATION, ANY LOSS, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR DAMAGE TO BUSINESS.

NEITHER AFCI, HYATT REGENCY CENTURY PLAZA NOR FREEMAN SHALL MAINTAIN INSURANCE COVERING THE EXHIBITOR'S PROPERTY, AND THE EXHIBITOR WAIVES ANY CLAIM FOR DAMAGES SUSTAINED FROM THE LOSS OR DESTRUCTION OF ITS PROPERTY BROUGHT OR LEFT AT THE CENTURY PLAZA. IT IS THE SOLE RESPONSIBILITY OF THE EXHIBITOR TO OBTAIN ANY REQUIRED INSURANCE, INCLUDING BUT NOT LIMITED TO, PROPERTY AND CASUALTY, WORKER'S COMPENSATION, OR LIABILITY POLICIES.

THE PARTIES ACKNOWLEDGE THAT THE FOREGOING INDEMNITY AND LIMITATION OF LIABILITY HAVE BEEN NEGOTIATED BETWEEN THE PARTIES AND THAT THE FURNISHING OF WATCHMEN OR OTHER SECURITY WILL NOT BE DEEMED TO AFFECT THE INDEMNIFICATION OR LIMITATION OF LIABILITY FOR DAMAGES OR LOSSES SET FORTH HEREIN.

7. **Deposit and Balance.** *Please see separate 2015 Payment and Cancellation Policy*
8. **Exhibitor's Space.** *Please see separate 2015 General Show Information*

9. **Subleasing.** An Exhibitor may not sublease Booth Space, or otherwise grant rights to use the Booth Space to any person other than Exhibitor's own employees and/or agents unless expressly authorized to do so by AFCI in accordance with the *2015 Booth Sharing Policy*.
10. **Exhibit Removal.** The Exhibitor must keep its exhibit intact until the final closing of the Show. Exhibitor must remove its exhibit from the Booth Space and exhibition hall by the dismantling date and time. If Exhibitor has not removed all exhibit material from the Booth Space and exhibition hall by the dismantling date and time, it will be deemed abandoned and AFCI may in its sole discretion, remove and dispose of such material at Exhibitor's expense.
11. **Restrictions on Exhibits.** AFCI reserves the right to decline to permit Exhibitor to conduct and maintain an exhibit if, in the sole judgment of AFCI, the Exhibitor, or its employees, consultants, representatives or agents, exhibit any material, publish, distribute, hand out, or give away items that are offensive or graphic in nature.

Exhibitor may not use loudspeakers without the permission of AFCI. AFCI may regulate the volume or use of any such item in its sole discretion.

12. Exhibitor shall not exhibit, offer for sale, give as premium or advertise articles or other products and services not published, manufactured, or provided by the Exhibitor's entity, except where such articles are required for the proper demonstration or operation of Exhibitor's display. AFCI may restrict the use or display of any article not provided solely by Exhibitor. Exhibitor has read, understood and will abide by the further restrictions on Exhibitor's use of the Booth Space as set forth in the *2015 General Show Information* whose terms and conditions are incorporated by reference into this Agreement.
13. **Union Labor.** AFCI and the Hyatt Regency Century Plaza are contractually required to use union labor exclusively. Exhibitor shall employ only the union labor made available by the Century Plaza or other contractors approved in advance by AFCI for the installation, dismantle or modification of the Exhibitor's Booth.
14. **Ordinances, Laws, Local Regulations.** Exhibitor agrees that it shall comply with all federal, state and local laws, regulations and ordinances and all exhibition hall rules.
15. **Insurance.** Exhibitor will provide by February 18th, 2015 an original certificate of insurance indicating liability insurance of not less than \$1,000,000 for Bodily Injury or Property Damage, combined single limit, per occurrence that is effective during all times relevant to the Exhibition including the dates spanning the Exhibitor's setup, the Exhibition and removal of the Exhibitor's property from the Hyatt Regency Century Plaza. This certificate must indicate that AFCI, the Hyatt Regency Century Plaza, and their officers and employees have been added to the policy as named additional insureds and loss payees. If an original certificate is not submitted, Exhibitor may be prohibited from setting up its exhibit or otherwise participating in the Show and the AFCI may terminate this Agreement.
16. **Postponement or Cancellation of Show.** If, for any reason the Show is postponed, AFCI shall have a period of 90 days from the postponement date to reschedule and reproduce the Show. If the Show is rescheduled and reproduced within this period, then all aspects of this Agreement will remain intact and Exhibitor will reschedule its exhibit to participate in the rescheduled Show.

If the Exhibition is cancelled due to a Force Majeure Event, the Exhibitor waives any claims it might have against AFCI for damages and expenses and will accept in complete satisfaction and discharge

of all claims against AFCI a refund of all amounts paid by the Exhibitor to AFCI in accordance with this Agreement.

17. **Other Rules and Regulations.** Exhibitor will abide by the rules and regulations published in the following policies whose terms and conditions are incorporated by reference into this Agreement
 - a. 2015 General Show Information,
 - b. 2015 Pricing Policy,
 - c. 2015 Payment and Cancellation Policy
 - d. 2015 Booth Sharing Policy, and
 - e. 2015 Suitcasing Policy

18. **Default - Failure to Comply With Agreement.** If the Exhibitor breaches any of its obligations herein, then AFCI may immediately terminate the Exhibitor's rights to the Exhibitor Booth Space and Exhibitor's participation in the Show, and sell the Booth Space to another Exhibitor.

If the Exhibitor fails to occupy the Exhibitor Booth Space upon the opening of the Show, the AFCI may terminate the Exhibitor's reservation and sell the Exhibitor Booth Space to another Exhibitor.

19. **Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls, columns, standard booth equipment, or other Exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives or other coating to building columns, floors, or standard booth equipment.

20. **Force Majeure.** AFCI will not be liable to Exhibitor and will not be required to perform its obligations herein, if the performance of this Agreement is hindered, delayed, or prevented by any circumstances beyond the reasonable control of AFCI, including, but without limiting the generality of the foregoing, any strike, labor shortage, lockout, fire, explosion, act of God, war, terrorism, riot, interference by the military or governmental authorities, or compliance with the laws of the United States or with the laws, regulations or orders of any relevant governmental authority ("Force Majeure Event"), provided that AFCI gives Exhibitor prompt written notice of the occurrence of such Force Majeure Event. If the Exhibition is cancelled or terminated because of a Force Majeure Event, then Exhibitor waives all claims the Exhibitor might have against AFCI for damages and expenses in connection with this Agreement.

21. **Release.** Exhibitor, as a material part of the consideration paid to AFCI for the services provided hereunder, waives and releases AFCI, its employees, agents, officers and directors, with respect to all matters for which AFCI has disclaimed liability pursuant to this Agreement. Exhibitor agrees that it has read and understood this Agreement and the Exhibitor's Manual, and agrees to be bound by their terms.

22. **Governing Law.** All disputes arising from this Agreement will be governed by and construed under Connecticut law without regard to conflicts of laws.

23. **Severability.** The Parties agree that if any portion of the terms, covenants and restrictions set forth in this Agreement should, for any reason whatsoever, be declared invalid by a court of competent jurisdiction, the validity or enforceability of the remainder of such terms, covenants and restrictions shall not be adversely affected.

24. **Binding Agreement.** This Agreement and the exhibits hereto set forth the entire understanding of the parties with respect to the subject matter hereof, supersede any and all prior agreements,

arrangements, either oral or written, along with any other understandings with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each party.

25. **No Waiver.** No breach of any covenant, agreement, warranty or representation made herein shall be deemed waived unless expressly waived in writing by the party who might assert such breach.