

**2015 CONTRACT FOR BOOTH SPACE**

We hereby authorize CinemaCon to reserve booth space for the 2015 Convention to take place at Caesars Palace in Las Vegas from 20-23 April 2015. We agree to pay the fees listed below and to submit the requested deposit and final payment as noted on this contract. We recognize and understand that failure to make required deposit can result in the release of the assigned booth space. We acknowledge that by signing this contract for booth space, we have read and agree to the official Terms and Conditions, governing the CinemaCon trade show.

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY NAME (to be listed on Floorplan and Program Journal) \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

COMPANY CONTACT \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ MOBILE \_\_\_\_\_

E-MAIL \_\_\_\_\_ WEBSITE \_\_\_\_\_

SECONDARY CONTACT NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

I am a member in good standing of  ICTA  NAC  I am not a member of ICTA or NAC

**Exhibit product categories (check all that apply)**

<input type="checkbox"/> Digital Cinema Projection	<input type="checkbox"/> Digital Cinema Servers	<input type="checkbox"/> Seating	<input type="checkbox"/> Lobby Displays	<input type="checkbox"/> Construction and Architecture	<input type="checkbox"/> Concession Stands
<input type="checkbox"/> Speakers	<input type="checkbox"/> Screens	<input type="checkbox"/> Soft Drinks	<input type="checkbox"/> Other Beverages	<input type="checkbox"/> Ticketing	<input type="checkbox"/> 3D Provider
<input type="checkbox"/> Snacks	<input type="checkbox"/> Candy and Confections	<input type="checkbox"/> Servers	<input type="checkbox"/> Digital Cinema (Others)	<input type="checkbox"/> Sounds/Amps	<input type="checkbox"/> Other

**ABOUT THE CINEMA CON TRADE SHOW**

NATO, through CinemaCon, LLC, is excited to be producing and managing the industry's largest and most important conference and convention for the motion picture theatre industry. One of the main components of the event will be the Trade Show, which will offer all manufacturers, suppliers and service companies of theatre equipment and concession items, the ability to showcase their material before the worldwide cinema community.

**The Trade Show Will Be Located In Two Major Ballrooms Of Caesars Palace As Follows:**

- **Forum Ballroom**—located on the pool (lower) level—8' x 10' booths.
- **Augustus Ballroom**—located on the Emperor's (upper) level—10' x 10' booths.

**(IMPORTANT NOTE:** Both ballrooms are easily accessible via escalators that will conveniently take delegates from one location to the next. There will NOT be a price differential in booth space with regard to the booths located in the Augustus Ballroom as compared to those in the Forum Ballroom.)



**CinemaCon 2015 Booth Rates**

**ICTA/NAC Member Rate—\$4,200 per booth Non-Member Rate—\$4,700 per booth**



**DESIRED NUMBER OF BOOTHS**

We would like to request \_\_\_\_\_ trade show booth(s).

**DESIRED BOOTH LOCATION**

**Forum Ballroom**

1<sup>ST</sup> \_\_\_\_\_ 2<sup>ND</sup> \_\_\_\_\_ 3<sup>RD</sup> \_\_\_\_\_

**Augustus Ballroom**

1<sup>ST</sup> \_\_\_\_\_ 2<sup>ND</sup> \_\_\_\_\_ 3<sup>RD</sup> \_\_\_\_\_

**BOOTH LOCATION REQUESTS**

Please let us know if you have any specific booth location requests should your choices not be available at the time of your assignment (i.e. corner booth, right side of ballroom, avoid competitor "XYZ Company", etc.)

In reading and completing this contract for booth space, we hereby agree to all of the terms, conditions, booth guidelines and regulations put forth.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

**NOTE:** This document, when signed and returned by exhibitor and CinemaCon, constitutes a binding agreement.



Caesars Palace, Las Vegas – 20-23 April 2015
Forum and Augustus Ballrooms
(Trade Show Dates: 21-23 April 2015)

PAYMENT SCHEDULE AND PROCEDURE

In order to guarantee your booth space at CinemaCon 2015, a deposit in the amount of 50% must be received within a period of two weeks following the submission of this contract and the assignment of your booth space. An invoice with payment instructions will be sent upon receipt of contract. The remaining balance due on all booth space reserved must be received no later than 2 December 2014.

Cancellation of Booth Space: Any and all booth space can be cancelled by 16 December 2014, with full written notice. A cancellation fee of \$750 per booth will be assessed. No refunds will be issued on cancellations received after 16 December 2014.

CinemaCon requests that any deposit or final payment of \$10,000 or more be made by check or ACH Bank Transfer. Call for bank details.

PAYMENT MAY BE MADE AS FOLLOWS:

Checks should be made payable to CinemaCon, LLC and mailed to:

CinemaCon, LLC.
60 Cutter Mill Road, Suite 413
Great Neck, NY 11021
Office +1 (516) 439-5511

For ACH Bank Transfer payments please contact Cynthia Schuler at cynthia.schuler@natodc.com or call (516) 439-5511

CREDIT CARD PAYMENT INFORMATION [checkbox] AMEX [checkbox] MASTERCARD [checkbox] VISA

COMPANY NAME
CARDHOLDER NAME
CREDIT CARD NUMBER
CVV Number (3 or 4 digit number on front or back of credit card)
EXPIRATION DATE PAYMENT AMOUNT TO BE CHARGED \$
BILLING ADDRESS
EMAIL ADDRESS
SIGNATURE

PLEASE COMPLETE ALL INFORMATION ABOVE IN ORDER TO PROCESS YOUR CREDIT CARD.

# BOOTH SPACE TERMS AND CONDITIONS

**1. DEFINED TERMS:** "Event" means the **CinemaCon Convention** currently scheduled to be held on 20-23 April, 2015 (the "Event Dates"), at Caesars Palace, Las Vegas (the "Exhibit Facility"). The Event is owned, produced and managed by CinemaCon, LLC ("CinemaCon"). "Organizer" means, collectively, CinemaCon, its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by CinemaCon in the manner stated below, and each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. "Fee" means the total amount to be paid by Exhibitor to CinemaCon for

**2. CONTRACT ACCEPTANCE:** This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and CinemaCon.

**3. ASSUMPTION OF RISKS; RELEASES:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor is solely responsible for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them, with respect to any and all risks, losses, damages and liabilities whether described in this paragraph or not.

**4. INDEMNIFICATION:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to CinemaCon), and hold Organizer and the Exhibit Facility (and its owners and their officers, directors, shareholders, agents, affiliates, representatives, employees and assigns) harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from, arise out of, or in connection with: (i) Exhibitor's participation or presence at the Event; (ii) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement related to Exhibitor's presence at the Event; (iii) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (iv) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right, including, without limitation, Organizer's Marks (as defined below) or Event's Marks; (v) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (vi) harm or injury (including death) to Exhibitor or any of its invitees; and (vii) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

**5. LIMITATION OF LIABILITY:** Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not Organizer and/or Exhibit Facility were apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to CinemaCon by Exhibitor for exhibit space rental for the 2015 Event pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Management may employ reputable hosts during the course of the Event to regulate the flow of attendees at the Event. These hosts are not security guards. Neither Organizer nor the owners or lessors of the Event Facility shall assume any responsibility for Exhibitor's property. As a condition of exhibiting at the Event, Exhibitor must insure its property against damage, loss and theft.

**6. QUALIFICATIONS OF EXHIBITOR:** CinemaCon, in its sole discretion, will determine whether a prospective exhibitor is eligible to participate in the Event and may refuse acceptance of any booth space contract for any or no reason. Eligibility is generally limited to persons or firms that supply products and services to the motion picture exhibition industry. Prospective exhibitors may be required to submit a description of the nature of their business, the items to be exhibited and the relationship of such business and items to the motion picture exhibition industry. CinemaCon reserves the right to restrict or remove any exhibit for any or no reason, or that CinemaCon in its sole and absolute discretion believes to be objectionable or inappropriate.

**7. ASSIGNMENT OF SPACE:** Exhibit space shall be assigned by CinemaCon in its sole discretion based on the point system established for the Event and for the Event Dates only. Assignment does not imply similar space will be assigned for future Events. CinemaCon reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

**8. BOOTH PLACEMENTS:** CinemaCon will attempt to honor all booth placements based on the point system, however, CinemaCon reserves the right to make alternative placements. All reasonable commercial attempts will be made to accommodate offers accepted based on the location of designated space, however, no such location is guaranteed. CinemaCon shall be the final authority in assigning space. No exhibitor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its application as accepted by CinemaCon.

**9. CANCELLATION BY EXHIBITOR:** The Exhibitor has a right to cancel this agreement and receive a refund of amounts paid less a \$750 cancellation fee for each booth as long as Exhibitor provides written notice of cancellation to CinemaCon on or prior to December 31, 2014. If cancellation is received after December 31, 2014, Exhibitor will be liable for 100% of the total exhibit fee. This amount is considered to be liquidated and agreed upon damages, for the damages CinemaCon will suffer as a result of Exhibitor's cancellation.

**10. CANCELLATION BY CINEMAICON:** If Exhibitor fails to make a payment required by this contract in a timely manner, CinemaCon may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. CinemaCon reserves the right to refuse Exhibitor permission to move-in and set-up an exhibit if Exhibitor is in arrears of any payment due to Organizer. CinemaCon is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires; and any such action does not release Exhibitor from any liability hereunder. CinemaCon may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on Organizer's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. Further, if CinemaCon removes or restricts an exhibit that CinemaCon considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

**11. CANCELLATION OF THE EVENT:** If CinemaCon cancels the Event due to circumstances beyond the reasonable control of CinemaCon (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), CinemaCon shall refund to Exhibitor the Fee previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor.

**12. EXHIBIT SPACE OCCUPANCY:** CinemaCon shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to install its display in its assigned space by 11:00 a.m., Tuesday, April 21, 2015, or leaves its space unattended at any time during the Event, CinemaCon shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor. All exhibits must be open for business at all times during the Event.

**13. TRADE SHOW SET-UP AND SHOW HOURS:** Information on set-up, installation and removal of exhibits, and Event hours will be provided to Exhibitor separately. Exhibits must remain open in accordance with the schedule published prior to the Event or as amended by CinemaCon. NO BREAKDOWN or DISMANTLING OF EXHIBITS will be permitted before the Event officially closes.

**14. LISTINGS AND PROMOTIONAL MATERIALS:** By exhibiting at the Event, Exhibitor grants to Organizer a fully paid, perpetual nonexclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials.

**15. CARE OF EXHIBIT FACILITY:** Exhibitor shall promptly pay for any damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by the negligence or act of Exhibitor.

**16. TAXES AND LICENSES:** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of CinemaCon.

**17. INSURANCE:** Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the following insurance: Workers' compensation insurance in statutory amounts and Employer's Liability insurance of not less than \$1,000,000 bodily injury per each accident, \$1,000,000 bodily injury per each disease, each employee, each incident, and \$1,000,000 bodily injury per disease policy limit, each incident; Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury (including death), advertising liability arising out of activities covered by this contract and expressly providing contractual liability coverage including Exhibitor's indemnification obligations set forth above, and operation of mobile equipment, products and liquor liability (if applicable); Automobile liability insurance with limits not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable). The insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. **ALL EXHIBITORS MUST SUBMIT A CERTIFICATE OF LIABILITY TO CINEMAICON PRIOR TO SETUP OF BOOTH SPACE.**

**18. COPYRIGHTED MATERIALS:** Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

**19. USE OF MARKS:** Organizer grants to Exhibitor a limited license to use Organizer's trademarks, service marks, designs and logos

(collectively, "Marks") on a royalty-free basis solely for the purpose of promoting Exhibitor's presence and exhibits at the Event, and for no other purpose. All such use shall be in full compliance with the guidelines issued by Organizer regarding use of the Marks (collectively, the "Trademark Guidelines"). The Marks are protected by applicable trademarks and Exhibitor must not rotate any logo, change the proportional size (condense or expand), alter the colors, reproduce smaller than 1/25" wide, add effects or background colors, or use the logo, separate from the name CinemaCon. CinemaCon may instruct Exhibitor to withdraw any use of the Marks that does not comply with the Trademark Guidelines, and Exhibitor shall promptly withdraw the same or be in violation of this contract.

**20. OBSERVANCE OF LAWS:** Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

**21. ADDITIONAL TERMS AND CONDITIONS:** CinemaCon has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, CinemaCon in its sole judgment and discretion may refuse to consider for participation in future Events an exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of CinemaCon. Exhibitor shall not assign this contract or any right or obligation hereunder.

**22. EXHIBITOR SERVICE MANUAL:** Prior to the Event, CinemaCon and QES will send an Exhibitor Service Manual to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Manual will include information integral to participation at the Event, including, but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

**23. INCORPORATION OF RULES AND REGULATIONS:** All current and subsequent CinemaCon rules and regulations and the rules and regulations of Caesars Palace, and any other facilities used for CinemaCon, are incorporated by reference Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by CinemaCon in its sole discretion. CinemaCon may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor. If a difference arises with the Exhibitor concerning the allotment or permitted use of exhibition space or concerning the interpretation of any of the rules and regulations, the decision and interpretation of CinemaCon and/or the relevant facility shall be final, and Exhibitor agrees to abide by the decision and interpretation which, if requested, shall be in writing. Any Exhibitor reserving four (4) or more booths, or using any enclosed structure must submit a booth design/floorplan to CinemaCon no less than sixty (60) days prior to the Event move-in date. If Exhibitor does not adhere to any applicable rules, regulations or guidelines, Exhibitor's booth location may be moved or may result in termination of Exhibitor's participation in the Event and no refund will be due Exhibitor.

**24. GOVERNING LAW:** This contract is governed by the laws of the State of Nevada as applied to contracts entered into and entirely performed within that State by residents of that State. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in Nevada, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in the state of Nevada.

**25. OUTSIDE EXHIBITS/HOSPITALITY SUITES:** Exhibitor is prohibited, without express advance written approval from CinemaCon, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites or host hospitality functions during hours in which the Event is open or when any Organizer-sponsored activities are being held. All requests for a hospitality suite or public function space must be made through CinemaCon. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, CinemaCon reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made or contracted to be made to the hotel or applicable venue.

**26. CONTRACTOR SERVICES:** CinemaCon has contracted, on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Nonexclusive services may be performed by Exhibitor-appointed contractors ("EACs") within certain guidelines. A complete listing of exclusive services and EAC guidelines are provided in the Exhibitor Service Manual.

**27. CHARACTER OF DISPLAYS; USE OF AISLES AND COMMON AREAS:** Distribution of samples, printed material of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of CinemaCon and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of CinemaCon. Uniformed attendants, models and other employees of Exhibitor must remain within Exhibitor's booth and both personnel must be 18 years of age or older. Any and all advertising distribution must be made from Exhibitor's booth space. Handouts with gummed backing that adhere or cause adhesion are considered stickers and are prohibited. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of Exhibitor's exhibit space are prohibited.

**28. SOUND:** The use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled so as not to disturb other exhibitors. If CinemaCon receives complaints that sound emanating from Exhibitor's exhibit space is too loud or distracting, CinemaCon reserves the right to ask Exhibitor to either (i) lower the sound to a level that does not project outside of Exhibitor's exhibit space or (ii) turn off and stop use of such mechanical sound equipment. Failure to comply with CinemaCon's instructions may result in termination of Exhibitor's participation in the Event and no refund will be due Exhibitor.

**29. PHOTOGRAPHY:** Before, after, or during Event hours, no photography or videotaping will be permitted anywhere except by the official Event photographer. Only those professional photographers approved by CinemaCon will be allowed on the show floor. Any individual, whether Exhibitor or attendee, is prohibited from taking photographs or electronic images of exhibit displays or their contents without the permission of the Exhibitor involved. Violators will be escorted off the exhibit floor and will forfeit their credentials, film and images. Violators will not be allowed re-entry.

**30. FIRE AND SAFETY LAWS AND RULES:** Federal, state and city laws must be strictly observed. A listing of material fire and safety regulations will be found in the Exhibitor Service Manual. All materials used for display of any kind must be flame proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type is prohibited. Exhibitor's display must meet all applicable fire regulations. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against further danger of fire. Under order to the Fire Marshal in Las Vegas, all booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance. Infringing this rule may result in termination of Exhibitor's participation in the Event and no refund will be due Exhibitor.

**31. SUB-LETTING:** No sub-letting or sharing of exhibit space is permitted.

**32. FREIGHT SHIPMENT:** Separate information will be mailed to Exhibitor regarding freight shipments to and from the Event Facility. Shipments made in advance to the authorized Event contractor, as per instructions, will be delivered to Exhibitor's booth. At the close of the Event, if Exhibitor desires to arrange shipment of its exhibit materials for its own carrier, it should call for pick-up and inform Event's authorized contractor of its arrangements. EXHIBITOR MUST WAIT IN PERSON FOR SUCH PICK-UP. If Exhibitor does not remain in booth/exhibit area for the pick-up or if the pickup does not occur within reasonable time after the close of the Event, the authorized contractor may take the shipment to the contractor's warehouse at Exhibitor's own risk and expense. Exhibit merchandise and/or samples will not be permitted to be taken out of the exhibition area during the Event.

**33. SOLICITATIONS:** The following sales are strictly prohibited during the Event: (i) any retail sales, including, but not limited to, any retail sale in violation of the retail sales tax regulations where the Event is being held; (ii) any sale where display merchandise changes hands during the Event; and (iii) any direct sale from Exhibitor to consumers. The Event is strictly TO THE TRADE ONLY.

**34. NO SHOW POLICY:** If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify the Event Director at the Event Facility as soon as possible. Failure to notify the Event Director will result in resale of space, and no refunds of the Fee will be made.

**35. RIGHTS OF OFFSET; ENFORCEMENT:** CinemaCon reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all amounts otherwise outstanding by Exhibitor to Organizer. This right of offset applies to ad insertions, sponsorships, booth space, or any other product or services offered by Organizer that Exhibitor has contracted for.

**36. ENTIRE AGREEMENT:** This contract (including the facing page of this contract, the Exhibitor Service Manual and any additional rules or regulations adopted by CinemaCon from time-to-time) represents the entire agreement between CinemaCon and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between CinemaCon and Exhibitor relating to the Event.

**37. INDEPENDENT CONTRACTOR:** CinemaCon and Exhibitor shall each be deemed an independent contractor with respect to this contract. Neither CinemaCon nor Exhibitor is in any respect acting, nor shall either of them act, nor shall any person connected with either of them represent itself as an agent or employee of the other. All persons employed by CinemaCon or Exhibitor are to be and shall remain employees of CinemaCon or Exhibitor, as appropriate, and under no circumstances shall CinemaCon or Exhibitor or any person employed by either of them be deemed to be an employee of the other party.