

TERMS AND CONDITIONS FOR TABLE TOP EXHIBIT SPACE

APPLICATION AND ELIGIBILITY: Application for table-top space must be made on the printed form provided by Americans for the Arts, contain the information requested, and be executed by an individual who has authority to act for the applicant (exhibitor). Organizations that are producers or suppliers of equipment and other products or services whose proposed exhibit will support the business of arts management and the purposes of the convention, may apply for table-top display space. Americans for the Arts reserves the absolute right to reject any such application.

AGREEMENT TO CONDITIONS: Each exhibitor, agrees to abide by these conditions, it being understood and agreed that the sole control of the display area rests with Americans for the Arts. Exhibitor also shall be subject to any applicable rules of the hosting hotel.

ASSIGNMENT OF SPACE: Classification of table-top displays and assignment of space will be determined by Americans for the Arts based upon the character of the proposed display and individual requirements and preferences as to the location for each exhibitor. Once the space has been approved by Americans for the Arts no exhibit will be moved except by the mutual consent of the parties.

PAYMENT: Full payment must accompany this application. All applications must be received by Americans for the Arts no later than May 1, 2008 for the Annual Convention and August 18, 2008 for NAMP Conference.

INSURANCE: In all cases, exhibitors wishing to insure their goods must do so at their own expense. Americans for the Arts holds no responsibility for table-top area security, nor for the value of any goods. All materials supplied by the exhibitor are displayed at their own risk and liability.

BOOTHS: Each table will be six feet in length, skirted with two chairs and Americans for the Arts will provide signage of company name. If any additional equipment is needed (electrical, internet, etc.) it is the responsibility of the exhibitor to contract for and arrange payment for all related activities.

CARE OF SPACE: The exhibitor is responsible for, at his own expense, maintaining, cleaning the area of the exhibit space.

PROTECTION OF EXHIBIT SPACE: Nothing shall be nailed, tacked, screwed or otherwise attached to any building structure. If any damage occurs it is at the responsibility of the exhibitor to pay any damages.

DEFAULT OCCUPANCY: If space is not occupied by the designated time, Americans for the Arts has the right to use the space as necessary and no refund will be granted to the exhibitor.

PERSONNEL: Booth personnel must confine their activities to their designated space. Exhibitors that are Convention attendees should make necessary arrangements to have their booth space covered when they deem necessary.

DISTRIBUTION OF PRINTED MATTER: Exhibitor shall not dis-

tribute materials, souvenirs outside of their exhibit space.

CONFLICTING MEETINGS & SOCIAL EVENTS: In the interest of the success of the annual meeting, no exhibitor shall extend invitation, call meetings or otherwise encourage absence of attendees during the hours of the convention.

COMPLIANCE WITH THE LAW: Exhibitor shall comply with all applicable governmental laws, regulations, and rules.

CANCELLATION: Cancellations received in writing by close of business on May 1, 2008/August 1, 2008 will receive a full refund less a \$100 processing fee. There will be no refunds for cancellations after May 1, 2008/August 1, 2008 for Annual Convention/NAMP Conference.

RIGHT TO REMOVE PROPERTY: Americans for the Arts reserves the right to remove from the hotel any and all property if the exhibitor violates any conditions of this agreement.

LIABILITY: Americans for the Arts makes no warranties, express or implied, and disclaims the same. Without limiting the foregoing, Americans for the Arts undertakes no duty to exercise care, nor does it assume any responsibility for the protection and safety of the exhibitor, its personnel, and its property used in connection to the exhibit, from injury or harm, including theft and damage or destruction by fire. The exhibitor should remove small and easily removed articles during non-peak convention hours. No security of goods will be provided by Americans for the Arts. Notwithstanding any other provision in the application, including these terms and conditions, the maximum liability of Americans for the Arts to exhibitor under any circumstances and with respect to any claim, whether arising in tort or contract, shall not exceed the amount paid by exhibitor for the exhibit space. Under no circumstances shall Americans for the Arts be liable to Exhibitor for any indirect, special, consequential, or punitive damages.

INDEMNIFICATION: Exhibitor shall indemnify and hold harmless Americans for the Arts, and the Sheraton Philadelphia City Center and their respective directors, employees, members, and affiliates, for any damage, expense (including attorneys' fees), fines, penalties, or loss incurred by, or imposed upon, any of the same and arising out of the negligent or other wrongful acts or omissions of exhibitor, its principals, employees, or agents.

DISPUTE RESOLUTION: With respect to any dispute between the parties that cannot be resolved by them, the sole method of dispute resolution shall be arbitration under the auspices and pursuant to the rules of the American Arbitration Association, such arbitration to be filed and to take place in Washington, DC. District of Columbia law shall be applied without regard to conflicts of laws principles. Any award or decision may be submitted to a court of competent jurisdiction for enforcement.

ASSIGNMENT: The privileges granted to exhibitor may not be assigned, nor may the exhibit space be sublet, by exhibitor without express written permission of Americans for the Arts.