

COMPANY INFORMATION

Company Name: _____

Company Name for AFM listing - leave blank if same as above: _____
abbreviated version of company name - **do not** list additional companies

Company Main Address: _____

City, State, Postal Code, Country: _____

Main Telephone: _____ Main Fax: _____

Company Website - **do not** list a film's website: _____

MAIN EXHIBITOR CONTACT: All AFM communications, passwords and badge forms will be sent to this one email address only, and it is this person's responsibility to share AFM related information with colleagues. If the contact person changes notify the AFM immediately.

First Name: _____ Last Name: _____

Job Title: _____ Email: _____

Mobile: _____ Direct Telephone - if different from Mobile: _____

ASSIGNMENT REQUEST

Review the *Hotel & Office Floor Plans* and *Exhibition Space Price List* for room codes, location and pricing before completing this section. Listing specific room numbers will limit your options during the assignment process. Specify below any preferred floors, placement on floor and/or any other important factors for the AFM to consider when assigning your office. The best available office(s) will be assigned based on the information provided.

1st Choice: Room Code(s): _____ Qty: _____ 4th Choice: Room Code(s): _____ Qty: _____

2nd Choice: Room Code(s): _____ Qty: _____ 5th Choice: Room Code(s): _____ Qty: _____

3rd Choice: Room Code(s): _____ Qty: _____ 6th Choice: Room Code(s): _____ Qty: _____

Floor Preferences: _____

Additional Preferences/Notes: _____

DEPOSIT & PAYMENT

To participate in the first round of office assignments, this agreement and non-refundable deposit must be received by Friday, June 16. The non-refundable deposit is applied towards your total office space cost. The amount of the deposit is determined by the amount of office space requested, as follows:

- US\$3,000** deposit for offices totaling up to \$14,000
- US\$6,000** deposit for offices totaling between \$14,001 - \$30,000
- US\$9,000** deposit for offices totaling above \$30,000

The deposit is due with agreement if submitted by July 28. Full payment is required with agreement if submitted after July 28. See the **Exhibitor Payment, Cancellations and Refunds** section in the *Exhibition Agreement Guidelines* for more information.

Payment Types: Indicate payment type and follow instructions. Go to www.AmericanFilmMarket.com/exhibitor/payment for details.

- Credit Card** - submit this agreement to AFMforms@ifta-online.org and a payment link will be provided.
- Check** - Include a copy of the check if this agreement is submitted by email or fax.
- Bank Wire Transfer** - Include a copy of the bank wire confirmation with this agreement.

SIGNATURE

By signing, Company ("Exhibitor") agrees that it and its employees and other representatives will fully comply with the AFM Guidelines (posted at www.AmericanFilmMarket.com) as amended from time to time and which are incorporated by this reference, including the terms as set forth on this agreement and the attached *Exhibition Agreement Guidelines*.

Print Name: _____ Job Title: _____

Signature: _____ Date: _____

2017 Exhibition Agreement Guidelines

Notice - The American Film Market® (“AFM®”) is owned and operated by the Independent Film & Television Alliance® (“IFTA®”) a nonprofit mutual benefit corporation registered in the State of California. Exhibitors, Buyers, Attendees, Sponsors, Affiliates, Press (as defined in the AFM Guidelines or below) or any other party who may register or attempt to register to participate at the AFM or who may otherwise utilize the facilities or services of the AFM or IFTA, including Approved Publication distributors, (“Participant” or “Participants”) and all of Participant’s employees, agents, consultants and guests, agree to abide and be bound by all rules and regulations, AFM Guidelines and written instructions of the AFM (also referred to as the “AFM Market Rules”). As the owner and operator of the AFM, IFTA has the right in its sole discretion to apply and interpret the AFM Market Rules. All Participants expressly agree that in the event of a dispute regarding the validity, interpretation or performance of any AFM Market Rule, California law shall govern and the state and federal courts in Los Angeles County, California shall have exclusive jurisdiction over the dispute.

Failure to comply with the AFM Market Rules may result in revocation of previously granted Badges and/or prohibition of the Participant and/or its Affiliates, employees, agents, subsidiaries, consultants and guests from participating at current and future AFM(s). In the event of such revocation, IFTA shall have the absolute right to prohibit entry to the AFM, including Exhibitor’s Exhibition Space. Also, in such event, the Participant shall not be entitled to a refund or rebate of any fees previously paid to IFTA, nor shall IFTA be responsible in any way for any of the costs which the Participant may have incurred in connection with, preparation for, or attendance at the AFM. Please further see www.AmericanFilmMarket.com for the AFM Guidelines which are incorporated by this reference.

In compliance with the Americans with Disabilities Act, IFTA is committed to providing equal opportunity and access to the services and facilities of AFM. For further information on access at the AFM, please contact Susan Cleary, IFTA’s General Counsel at scleary@ifta-online.org.

IFTA has the sole right to control all activities and advertising at AFM. In particular, IFTA may eliminate, cover or otherwise exclude any logos, images, voices or statements that may directly or indirectly offend the public, present false or misleading information or for any other reason.

Temporary Office Space - No Participant, including Exhibitors, may retain temporary office space (one month or less) within 25 miles of the AFM during the AFM or use the AFM trademark or logo in connection therewith. IFTA may rescind all rights and privileges of participation and/or exhibition at a current or future AFM in the event of such occurrence.

Indemnification of IFTA - IFTA is not responsible for the activities, performance or failure to perform of any Participant; nor is IFTA liable for the actions, inactions or negligence of any third party whatsoever, including but not limited to projectionists, suppliers, utilities, vendors, screening facilities, hotels, transportation and other facilities and/or parties; nor for force majeure events including without limitation, strikes, work stoppage, war or military activities, civil disorders, criminal conduct of others, weather, fire, flood, earthquakes, acts of God or any other events beyond IFTA’s control. IFTA shall not be responsible for crimes or negligence committed by any Person, including but not limited to robbery, assault, battery, fire, water or any accident whatsoever. Should loss by theft occur, cooperation of the Participant is requested by reporting it immediately to law enforcement authorities and AFM security.

All Participants including Exhibitors shall indemnify and hold harmless IFTA, its subsidiaries and divisions, officers, directors, employees and agents from and against any and all claims, damages and liabilities (including reasonable attorneys’ fees) relating to or arising out of any breach or alleged breach of IFTA’s agreements, alleged agreements with third parties or these Guidelines.

Consent by Each Participant including Exhibitors - Each Participant expressly consents to having its name, company information, licenses and/or other contact information including email and social media addresses disclosed in AFM publications or electronic communications, including the AFM website and screening attendance reports. Each Participant further expressly consents to receive via facsimile, email or any other means, information or materials from the AFM, IFTA, the IFTA Foundation, and AFM Sponsors. Participant may withdraw this publication consent at any time by notifying IFTA in writing. Participant further consents to receive via facsimile, email or any other means, information, materials or invitations from the sponsors of AFM Sponsored Events, including but not limited to the LocationEXPO and AFM Conferences. Participant may withdraw its consent to receive third party communications at any time by notifying the applicable Sponsor in writing. Notices are posted at AFM locations that photography and filming may occur at any time in any area of any AFM location during the AFM. Participant’s presence at any AFM location or event shall be construed as Participant’s express consent to any photography or filming in connection with the AFM, including but not limited to the use and distribution of Participant’s name, voice, image and likeness for AFM marketing purposes. The disclaimer inures only to the benefit of IFTA and does not constitute consent by IFTA or any Participant to third party filming or filming not done at the direction of IFTA. IFTA may prohibit third party filming at any AFM location or event at any time during the AFM. Please see the Privacy Policy at www.AmericanFilmMarket.com.

Exhibitor Registration - With the exception of AFM Sanctioned Venues, IFTA may allocate Exhibition Space and/or modify or change an Exhibitor’s office location and/or configuration relative to the needs of the AFM as solely determined by IFTA.

As a non-profit trade association representing producers and distributors of independent film and television, IFTA establishes its own positions on public policy and engages in advocacy in support thereof. To avoid confusion regarding IFTA’s public policy positions and/or with its trademarks and brands, it is the general policy of IFTA not to provide Exhibition Space to public policy advocacy organizations other than those endorsed and invited by IFTA to be present for the benefit of IFTA Members.

Office Assignments - For a company to participate as an Exhibitor With Office in the first round of Office assignments, the Exhibition Agreement and a non-refundable Deposit (see Deposits below), must be received by Friday, June 16th. Any Exhibitor from the prior AFM that does not submit a signed Exhibition Agreement and Deposit by this date will automatically lose Office allocation priority. Exhibition Agreements received after Friday, June 16th will be addressed in order of receipt and as space permits.

Office assignments will be confirmed to the email address provided in the Exhibition Agreement by Wednesday, June 28th. It is the company's responsibility to contact IFTA if Office assignment is not received by Friday, June 30th. Any company that rejects an Office assignment must respond in writing to IFTA by Friday, July 7th. If a written response is not received, IFTA will consider the Office assignment accepted.

Deposits - Exhibition Agreements must be accompanied by a Deposit. The amount of the Deposit is determined by the amount of office space requested, as follows:

Office Space Requested	Deposit
Up to \$14,000	US\$3,000
\$14,001 - \$30,000	US\$6,000
Over \$30,000	US\$9,000

The Deposit is applied towards the total office space cost. The Deposit will only be refunded if a company rejects an Office assignment in writing to IFTA by Friday, July 7th.

Exhibition Fee - The exhibition fee for Exhibitors with Office is US\$3,500 for non-IFTA Members. The fee is waived for IFTA Members. Included are three (3) exhibitor photo Badges for non-IFTA Members or six (6) Badges for IFTA Members.

Exhibitor Sharing Office - Two companies may share a one room Office. Office sharing is limited to two companies per Office. The first Exhibitor assigned office space is responsible for the full payment. The Exhibitor Sharing Office shall submit an Exhibition Agreement and pay its own exhibition fee (US\$3,500 for non-IFTA Members; US\$2,000 for IFTA Members). Once the Exhibitor With Office submits to IFTA written approval of its agreement to share and the Exhibitor Sharing Office has submitted an Exhibition Agreement and exhibition fee, the Exhibitor With Office cannot cancel or terminate the agreement to share. If an Office is shared without prior written approval, IFTA may, at its sole discretion, close the Office and revoke all Badges allocated to all companies in the Office. In such case, each company will forfeit all prior payments relating to its exhibition at the AFM. Included are three exhibitor photo Badges.

Umbrella Program - Organizations (government and/or industry supported) may share "umbrella" Exhibition Space with Exhibitors from the country or region represented by the organization.

Subsidiaries - Exhibitors With Office and Exhibitors at AFM Sanctioned Venues may list one brand, label or wholly owned company ("**Subsidiary**") at no additional charge, provided that such Exhibitor owns 100% of the Subsidiary. The Subsidiary may be listed with such Exhibitor or listed separately but will have no additional benefits (e.g., no free Badges or ability to purchase a Hotel parking pass). If an Exhibitor With Office does not own 100% of the company seeking to share its Office, then the Office Sharing guidelines described above shall apply.

Use of Exhibition Space - Except for Exhibitors at AFM Sanctioned Venues, overnight sleeping in Exhibition Space is prohibited. Exhibitor shall be responsible for all maintenance of its Exhibition Space. Exhibitor shall maintain the Exhibition Space in a clean and orderly manner and take reasonable steps necessary to prevent injury or damage to another Person or property at AFM.

Exhibitor Screenings in AFM Screening Facilities - To screen a Motion Picture in AFM screening facilities, a company must be registered as an Exhibitor.

Exhibitors screening Motion Pictures in AFM screening facilities agree to be bound by the Terms of Use on The Film Catalogue website which can be found at www.TheFilmCatalogue.com.

IFTA is not responsible for the performance, or failure to perform, act or omission with respect to any screening, including but not limited to errors, oversights or negligence, of IFTA/AFM staff, theatre facility staff and/or vendors, power, equipment or technology failure, picture or sound quality, lost or damaged print/tape, errors uploading a digital file, reels projected out of order, unsupported format, delayed start, noise from any source during the screening or for any other failure, act or omission whatsoever. Subject to the above, in no event shall IFTA be liable for any amount in excess of the amount paid to screen the Motion Picture at AFM.

AFM Screenings and Disputed Rights - Any dispute between two or more parties concerning which party or parties owns or controls rights to a Motion Picture for purposes of AFM screenings shall be resolved in IFTA's sole discretion and may include a determination in IFTA's sole discretion not to allow one or more parties to screen such Motion Picture at the AFM unless and until IFTA is satisfied that such dispute has been fully resolved. Any determination by IFTA with regard to such dispute is not a legal determination as to ownership of rights, but relates solely to screening the Motion Picture at AFM. In no event shall IFTA be liable for any amount in excess of the amount paid to screen the Motion Picture at AFM. IFTA will abide by an order of a court of proper jurisdiction regarding handling such dispute.

Each Exhibitor shall be solely liable for all materials provided with respect to any AFM screening. In no event shall IFTA be liable for any error or omission with respect to erroneous or incomplete materials provided by Exhibitor. In addition, Exhibitor represents and warrants that it has obtained the required permissions and authorizations for all materials provided with regard to such AFM screening.

Exhibitor Services - Included with each Exhibitor registration is an allotment of Badges (quantity depends on Exhibitor category and additional Badges are provided to IFTA Members), signage, access to the password protected Exhibitor section of the AFM website (includes access to the list of registered AFM buyers), and inclusion in all Exhibitor listings. Exhibitors who submit a signed Exhibition Agreement after October 6th may not be included in printed AFM materials.

Exhibitors with Exhibition Space can receive additional services such as additional Badges, parking, video equipment, panels, furniture, etc., which are available for additional fees. Additional services may vary depending on the type of Exhibition Space provided. All information regarding services and fees will be sent to Exhibitors in August and made available on the AFM website.

Some furniture is provided free of charge for Exhibition Space that is located in Hotel rooms. Approximate measurements of the Exhibition Space will be provided, but Exhibitors are advised to take their own measurements if custom displays are to be used.

Distribution of Material in AFM Screening Facilities and Exhibition Space - Promotional materials may not be left unattended at the AFM screening facilities. Promotional materials may be distributed inside the AFM screening facility during an Exhibitor's screening only. An Exhibitor may not distribute from its Exhibition Space any publication from any Person that is not an Exhibitor.

All materials distributed in violation of the AFM Market Rules will be removed and discarded by AFM security and the costs of such removal may be charged to the Exhibitor.

Product - No pornographic or "hard core" Motion Pictures may be screened at AFM screening facilities, shown in Exhibition Space or otherwise promoted or marketed at or through AFM. However, such Motion Pictures may be screened or shown in Exhibition Space if they have been edited to comply with U.S. pay cable standards (*i.e.*, if they would meet (or have met) the standards for HBO or Showtime's programming). An Exhibitor in violation of this AFM Market Rule may have its Badges revoked and may be prohibited from attending future AFM(s).

Exhibitor Badge Eligibility and Restrictions - All Exhibitors, except Exhibitors Under an Umbrella Program, may provide Badges to business colleagues, including employees, consultants, producers, etc. and, if such company is an Accredited Buyer, company may request a Buyer Badge for any full-time employee. Such Exhibitors must notify each Badge recipient that they are a Participant of AFM and agree to be bound by these AFM Guidelines. No Exhibitor may provide a Badge to a Buyer from another company. In such instances, the Exhibitor's Badges may be revoked and the Exhibitor may be prohibited from attending the current and future AFM(s).

Exhibitor Insurance/Exhibitor's Liability - Exhibitor acknowledges that IFTA does not maintain insurance for the benefit of, or coverage for, the Exhibitor, including but not limited to, damage, destruction, or loss of Exhibitor's property. Exhibitors with Exhibition Space in either Hotel are required to provide to IFTA a Certificate of Insurance for the period of the Monday immediately preceding the AFM through the last Wednesday of the AFM showing that IFTA is an Additional Insured on a Commercial General Liability insurance policy with a minimum limit of US\$1,000,000 Each Occurrence/US\$2,000,000 General Aggregate. Exhibitor may choose to purchase this insurance coverage through the AFM's designated insurance broker. If a Certificate of Insurance showing all required coverages and limits is not received by IFTA at least thirty calendar days prior to the opening of the AFM, Exhibitor agrees to the purchase of this insurance coverage through the AFM's designated insurance broker. Neither the Hotel nor IFTA will be responsible for the safety of any Exhibitor against robbery, assault, battery, fire, water, accident or any other cause. Should loss by theft occur, cooperation of the Exhibitor is requested by reporting it immediately to the police and AFM security. In special circumstances and for certain events or AFM activities, proof of additional insurance coverage may be required.

Exhibitor further agrees that it will not make a claim against IFTA, and that IFTA shall not be liable for any reason whatsoever, for any injury (including death), loss or damage that may occur to any person; or any loss, theft, damage, or destruction of personal property or goods of the Exhibitor or its employees, agents or representatives; or for any damage of any nature, including damage to the Exhibitor's business for failure to provide Exhibition Space or any other reason whatsoever; or for failure to hold the AFM or portions thereof, as scheduled; or for any action or omission of IFTA. Exhibitor is solely responsible for its own exhibition material and products and should insure material and products from loss or damage from any cause whatsoever. Exhibitor expressly holds harmless and releases IFTA from any and all claims for such loss, damage or injury. If it is legally determined that IFTA is liable for any kind of legal claim or property loss in connection with the AFM, such liability shall not exceed the fees paid by the Exhibitor.

Exhibitor Payment, Cancellations and Refunds - All AFM costs are in U.S. Dollars. All payments must be in U.S. Dollars and made by check (drawn on a U.S. bank), U.S. Travelers Check, credit card (American Express, MasterCard or VISA) or via bank wire transfer (inclusive of all fees to effectuate such bank wire transfer). Checks will not be accepted after October 13, 2017.

A returned check or credit card authorization refusal may, at IFTA's sole discretion, result in a loss of Office priority allocation, or the ability to exhibit at the AFM. In such instances, IFTA may require payments by Cashier's Check. A US\$100 service charge will be assessed for each returned check.

Exhibitors With Office that request an Office by the June 16th deadline must submit a non-refundable Deposit (See Deposits above) with the signed Exhibition Agreement. Full payment is due by Friday, July 28th. If payment is not received by this date,

the Office may be cancelled and reassigned. For Exhibition Agreements received after Friday, July 28th full payment is due upon acceptance of the assigned space.

Exhibitors With Office that cancel in writing by Friday, August 4th will receive a full refund less the Deposit. Cancellations after Friday, August 4th are subject to a cancellation fee of 50% of the total amount billed. There are no refunds for cancellations after Friday, September 1st. Mini-Booth Exhibitors must pay their office fee in full and there are no refunds for cancellations.

Exhibitors participating under an Umbrella Program must pay the exhibition fee in full and there are no refunds for cancellations after Friday, July 28th

IFTA will not refund or reallocate any fees paid, resell the Exhibition Space or otherwise compensate any Exhibitor for any non-refundable fees if Exhibitor is in material breach of the Exhibition Agreement by nonpayment or otherwise. In addition, Exhibitor may be required to pay the full payment per the applicable Exhibition Agreement.

If any fees or deposits are paid by a third party or charged to a third party account, it is understood and agreed that the Exhibitor is ultimately responsible for payment of any charges and that IFTA has the right to confirm the identification of any third party payer and its relationship to the Exhibitor. By making such payment, the third party, and where applicable, its employees and other representatives, agrees to fully comply with the AFM Market Rules. The Exhibitor shall indemnify IFTA for any losses suffered in connection with the third party's payment, failure to pay or any actions IFTA undertakes in order to recover payment. IFTA may institute collection procedures against the Exhibitor and/or the third party if the third party does not pay. IFTA may also prohibit any Participant from future AFM(s) for failure to pay an invoice.

All fees must be paid in full prior to the AFM. Exhibitors with outstanding balances may be denied services, including but not limited to, access to Exhibition Space, AFM screenings and Badges. Any monies due to Exhibitor from the AFM will be refunded by IFTA no later than December 31st.

Use of IFTA's Copyrighted Materials and Service Marks - Use of IFTA's copyrighted and/or trademarked materials and service marks (including, but not limited to, AFM logos, trademarks, and images) by an Exhibitor shall be used solely in connection with its exhibition at AFM. Use of IFTA's copyrighted and/or trademarked materials and service marks shall be non-exclusive, non-warranty, and non-derogatory, and such use may not differ from the "official logo" provided to Exhibitor. Exhibitors may use IFTA's copyrighted and/or trademarked materials and service marks pursuant to this paragraph until June 30th following their exhibition at the AFM. IFTA may, in its sole discretion, take action to prevent any misuse of IFTA's copyrighted and/or trademarked materials and service marks by any Participant, regardless of whether such use is subject to the terms of an agreement between IFTA and the Participant. "Misuse" includes, but is not limited to, use of such copyrighted and/or trademarked materials and service marks in any manner that infringes the rights of IFTA or any third party, or is likely to cause confusion, including in any manner that disparages IFTA or AFM.

Barred Companies - Under no circumstances may an Exhibitor provide a Badge to any Person or Entity who (a) has been barred from attendance at the applicable AFM or (b) is employed by or (c) is a consultant to a company or its subsidiaries that has been barred from attendance at the applicable AFM. Any individual who was badged at the last AFM by a currently barred company will be presumed to still be in the employ of such barred company. A list of all Barred Companies and Persons will be available to Exhibitors at least twenty-one (21) calendar days prior to the AFM and will be updated, if necessary, as changes occur.

Any Exhibitor that provides a Badge to a Barred Company or Person in violation of the AFM Guidelines may have its Badges immediately revoked and the Exhibitor may be prohibited from attending future AFM(s).

Exhibitor acknowledges that if it is barred from the AFM pursuant to the AFM Guidelines and it has not provided to IFTA the required evidence satisfactory to IFTA to remove the barring, Exhibitor may be denied services, including but not limited to, access to Exhibition Space, AFM screenings and Badges and all previously paid exhibition fees will be forfeited. If the barring is removed at any time prior to or during the AFM, Exhibitor shall receive all Exhibitor services which are reasonably practicable for IFTA to provide at that time while incurring no additional cost. All Exhibitor services that have expired on or before the barring is removed shall be deemed forfeited and no refunds for such services will be issued. The complete Barring Rules are posted at www.AmericanFilmMarket.com. Any questions related to barring, or an Exhibitor providing a Badge to any Person associated with any Barred Company should be directed to Susan Cleary, IFTA's General Counsel prior to providing any Badge to such Person.

Definitions – Additional Definitions are provided in the AFM Guidelines.

"AFM Sanctioned Venue" means space that is acquired and used for exhibiting at the AFM, pursuant to a fully executed Exhibition Agreement, that is not located in either Hotel.

"Atrium Exhibitor" means an Exhibitor that is exhibiting at the AFM, pursuant to a fully executed Exhibition Agreement, in an Atrium Booth.

"Atrium Booth" means Exhibition Space located on floors 5 – 8 in the atrium area of the Loews Santa Monica Beach Hotel.

"Badge" means the physical credential issued by AFM that must be worn and displayed by Participants at all times during the AFM and shown to AFM security whenever requested by AFM security.

“Exhibition Space” means all of the following, unless stated otherwise in these Guidelines: Offices, space at AFM Sanctioned Venues, Mini-Booths and Atrium Booths, all of which are used for exhibiting at the AFM pursuant to a fully executed Exhibition Agreement.

“Exhibitor” means a company that is participating at the AFM, pursuant to a fully executed Exhibition Agreement, as one of the following: Exhibitor With Office, Exhibitor at AFM Sanctioned Venue, Exhibitor Sharing Office, Exhibitor under an Umbrella Program, Mini-Booth Exhibitor or Atrium Exhibitor. Unless stated otherwise, the term “Exhibitor” shall collectively refer to all of the foregoing categories of Exhibitors.

“Exhibitor at AFM Sanctioned Venue” means an Exhibitor who has acquired space at an AFM Sanctioned Venue.

“Exhibitor Sharing Office” means an Exhibitor sharing an Office with an Exhibitor With Office.

“Exhibitor under Umbrella Program” means a company from a national or regional organization (government and/or industry supported) that is exhibiting at the AFM, pursuant to a fully executed Exhibition Agreement, with an organization that has registered as an Exhibitor With Office under an umbrella program.

“Exhibitor With Office” means an Exhibitor that acquired an Office to be used for exhibiting at the AFM.

“Mini-Booth” means an Office that is occupied by two or more Exhibitors that share certain facilities, pursuant to separate Exhibition Agreements.

“Mini-Booth Exhibitor” means an Exhibitor that is exhibiting at the AFM, pursuant to a fully executed Exhibition Agreement, in a Mini-Booth.

“Office” means a hotel room or meeting room in either Hotel used as Exhibition Space.

“Subsidiary” means a brand, label or wholly owned entity which is 100% owned by the Exhibitor.