

COMPANY INFORMATION

Company Name: _____
Legal company name.

Company Name for AFM listing: _____
This is how your company will be listed online and in print.

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. 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 15**. The deposit is determined by the amount of office space requested, as follows:

- Offices up to US\$20,000** - US\$3,500 Exhibition Fee
- Offices above US\$20,000** - US\$3,500 Exhibition Fee + 10% of the total office cost

If submitted by July 27, the above deposit is due with the Agreement in order to confirm Exhibition Space. After July 27, 50% of the total office cost plus US\$3,500 exhibition fee is required with Agreement. See the **Exhibitor Payment, Cancellations and Refunds** section in the attached *Terms & Conditions* for more information.

Payment Types: Indicate payment type below. An invoice with payment instructions will be sent upon receipt of Agreement.

Credit Card Check Bank Wire Transfer

SIGNATURE

By signing below, Company ("Exhibitor") agrees that it and its employees and other representatives will fully comply with the AFM Guidelines (posted at www.AmericanFilmMarket.com) and this Agreement, including its **Terms and Conditions** which are attached and incorporated by this reference.

Print Name: _____ Job Title: _____

Signature: _____ Date: _____

SUBMIT FORM TO: AFMforms@ifta-online.org

2018 Exhibition Agreement Terms and Conditions

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.

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 5th may not be included in printed AFM materials.

Exhibitors with Exhibition Space can receive additional services such as 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 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.

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 shall not use any scheme or device that is illegal, not within industry norms or standards, detrimental to AFM or in violation of the AFM Guidelines. AFM reserves the right to require cessation and removal of such device or activity. Exhibitor will not cause any apparatus or device that will be placed in the Exhibition Space to produce undue noise or in any way objectionably interfere with another exhibitor or sponsor.

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 15th. 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 15th 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 27th. It is the company's responsibility to contact IFTA if Office assignment is not received by Friday, June 29th. Any company that rejects an Office assignment must respond in writing to IFTA by Friday, July 6th. If a written response is not received, IFTA will consider the Office assignment accepted.

Deposits. Exhibition Agreements must be accompanied by a non-refundable Deposit. The deposit for all Exhibitors is the US\$3,500 Exhibition Fee plus an additional 10% of the office cost if the requested space is over US\$20,000.

The Deposit is applied towards the total office cost. The Deposit will only be refunded if a company rejects an Office assignment in writing to IFTA by Friday, July 6th.

Exhibition Fee. The Exhibition Fee for Exhibitors with Office is US\$3,500 and includes 3 exhibitor photo badges for non-IFTA Members or 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 of US\$3,500. 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.

Subsidiaries. An IFTA Member Company registered as an Exhibitor with Office 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.

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

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 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), 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 12, 2018.

A returned check or credit card authorization denial 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 15th deadline must submit a non-refundable Deposit (See Deposits above) with the signed Exhibition Agreement. 50% of the office fee, less prior payments, is due July 27. Full payment is due by Friday, September 14. If payment is not received by this date, the Office may be cancelled and reassigned. For Exhibition Agreements received after Friday, July 27th, the Exhibition Fee plus 50% of the office cost is due upon acceptance of the assigned space.

Exhibitors with Office that cancel in writing by Friday, August 3rd will receive a full refund less the Deposit. Exhibitors that cancel in writing by Friday, August 31st will receive a refund of 50% of the total amount billed. There are no refunds for cancellations after Friday, August 31st.

Exhibitors participating under an Umbrella Program must pay the Exhibition Fee in full and there are no refunds for cancellations after Friday, July 27th

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.

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 Monday, October 29, 2018 through Thursday, November 8, 2018 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 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.

Distribution of Material in AFM Screening Facilities and Exhibition Space. Promotional materials may not be left unattended at 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).

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.

Dispute Resolution. Any dispute arising under this Agreement, or the breach thereof, shall be resolved by binding, final, exclusive and non-appealable arbitration before a single arbitrator in the forum designated below under the Commercial Arbitration Rules administered by the American Arbitration Association in effect as of the date the request for arbitration is filed. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party expressly waives any right to adjudicate any such dispute in any other court or forum, except that any Party may seek interim or equitable relief in accordance with such Rules. The prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs of collection from the other Party.

Miscellaneous. This Agreement shall be governed by, construed, regulated and interpreted under the laws of the State of California and the forum shall be designated Los Angeles County, California. This Agreement represents the entire agreement between AFM and Exhibitor regarding the subject matter contained herein and supersedes all other agreements between them, if any, express or implied, whether written or oral, and can only be modified by an instrument in writing, signed by both Parties. In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of either Party in an attempt to reach agreement on a substitute provision. This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between AFM and Exhibitor and neither Party shall hold itself out to the contrary. This Agreement may be executed in one or more counter-parts and/or via electronic facsimile and all such counter-parts and/or facsimile copies shall be deemed one and the same and an original of this Agreement. Those provisions that by their nature should survive termination of this Agreement are deemed to survive termination. The paragraph headings used in this Agreement are for convenience only and shall have no legal effect whatsoever. Notwithstanding anything to the contrary contained in this Agreement, there are no third party beneficiaries to this Agreement.