

## COMPANY INFORMATION

Legal Company Name:

Name for online & print listings:   
(If different from Legal Company Name, please describe relationship.)

Address:  Suite/Floor:

State:  City:  Postal Code:

Country:  Main Telephone:  Website:

**MAIN EXHIBITOR CONTACT:** Each company will have one main contact. All AFM communications will be sent to main contact and it is this individual's responsibility to share AFM related information with colleagues. The individual signing the Agreement must have authority to sign it on behalf of the company but does not need to match the Main Exhibitor Contact. The Main Contact is not listed online, or in any printed materials.

First Name:  Last Name:

Job Title:  Email:

Mobile:  Direct Telephone – if different than Mobile:

## OFFICE ASSIGNMENT REQUEST

Review the *Hotel & Office Floor Plans and Office Price List* for details and pricing Specify preferred Room Codes, and/or any other important factors for the AFM to consider when assigning the best available office(s) for your company.

US\$10,500 – Room Code: H & I

US\$11,500 – Room Code: J & K

US\$12,500 – Room Code: N

1<sup>st</sup> Choice Room Code(s):

2<sup>nd</sup> Choice Room Code(s):

## LOCATIONEXPO® EXHIBITOR BENEFITS

- Exhibitor listing in the AFM Show Directory, onsite signage, AmericanFilmMarket.com and LocationExpo.com
- 3 Executive Plus Badge(s) with access to Offices, LocationEXPO® Booths, The AFM Sessions, and most screenings
- Article in LocationEXPO® News (100K industry professionals)
- 1 year subscription with each credential to Cinando
- Wi-Fi in Le Méridien Delfina Hotel for two devices with each Badge
- Access to the AFM app
- Option to screen films in an AFM theatre or in the AFM Screenings On Demand
- Option for AFM sponsorship, a hosted session/presentation, advertising, marketing opportunities, or a reception

## DEPOSIT & PAYMENT

A 50% Non-Refundable Deposit is due with this signed Agreement. See the attached Terms and Conditions for information regarding Exhibitor Payments, Cancellations and Refunds.

**Payment Types:** Indicate payment type below. An invoice with payment instructions will be sent to the Main Exhibitor Contact.

☐ 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](http://www.AmericanFilmMarket.com)) and this signed Agreement, including its Terms and Conditions which are attached and incorporated by this reference.

Print Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT FORM TO:** [AFMforms@ifta-online.org](mailto:AFMforms@ifta-online.org)

## 2023 Exhibitor Agreement Terms and Conditions

These Terms and Conditions are between the company identified on the cover page of the Exhibition Agreement under Company Information and its employees, representatives and guests (“Exhibitor”) and the Independent Film & Television Alliance® (IFTA®), the owner of the American Film Market®, a division of IFTA (AFM®,) and both the cover page and these Terms and Conditions are incorporated by this reference as the “Exhibition Agreement” or the “Agreement”. Any reference to AFM is a reference to IFTA.

**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 programming, IFTA establishes 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 at AFM 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), AFM signage, access to the password protected Exhibitor section of the AFM website (includes access to the list of Accredited Buyers), and inclusion in all Exhibitor listings. Exhibitors who submit a signed Exhibition Agreement after Friday, October 6 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 and are at IFTA’s sole discretion. All information regarding services and fees will be sent to Exhibitors in August and made available in the Exhibitor section of the AFM website.

Some furniture is included with Exhibition Space. 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. There will be a fee assessed for large furniture items (other than the bed) to be moved.

**Use of Exhibition Space.** Overnight sleeping in Exhibition Space is strictly prohibited. Violation could result in loss of access to Exhibition Space and revoked Badges for the current and future AFM(s). 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.

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. IFTA 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 manner that objectionably interferes with another Exhibitor, Sponsor, or any Participant.

**Office Assignments.** 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 IFTA no later than Monday, June 26. Any Exhibitor from the prior AFM that does not submit a signed Exhibition Agreement and Non-Refundable Deposit by this date will automatically lose Office allocation priority. Exhibition Agreements received by IFTA after Monday, June 26 will be addressed in order of receipt and as space permits.

Office assignments will be confirmed to the email address for the Main Exhibitor Contact by Friday, July 28. It is the Exhibitor’s responsibility to contact IFTA if an Office assignment is not received by Monday, July 31. Any Exhibitor that rejects an Office assignment must respond in writing to IFTA by Friday, August 4. If a written response is not received, IFTA will consider the Office assignment accepted.

**Deposits.** Signed Exhibition Agreements must be accompanied by a Deposit by the applicable deadlines. 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 toward the total Office cost. The Deposit will be refunded if an Exhibitor rejects an Office assignment in writing to IFTA by Friday, August 4, or pursuant to Cancellations and Refunds provision below if IFTA cancels AFM 2023 for any reason other than a Force Majeure event. For any other reason other than a Force Majeure event, IFTA will refund all amounts paid by Exhibitor for AFM 2023.

**Exhibition Fee.** The Exhibition Fee for an Exhibitor with Office is US\$3,500 and includes three Exhibitor Badges for non-IFTA members or six Exhibitor Badges for IFTA Members.

**Exhibitor Sharing Office.** Two companies may share a one room Office provided that the Primary Exhibitor is responsible to pay all AFM fees (except the US\$3,500 Exhibition Fee to be paid by the Secondary “sharing” Exhibitor) and shall act as the Primary Exhibitor Contact. Office sharing is limited to two companies per Office. For clarity, the Primary Exhibitor assigned Office space is responsible for the full office payment. The Secondary Exhibitor Sharing Office shall submit an Exhibition Agreement designating its main contact along with a separate 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 Primary Exhibitor with Office cannot terminate such agreement to share the Office. 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 associated with the Office. In such case, each company will forfeit all prior payments relating to its exhibition at AFM. Three Exhibitor Badges are included with the secondary Exhibitor Sharing Office Exhibition Fee.

**Subsidiaries.** An IFTA Member 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 not receive additional benefits (e.g., no complimentary 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 Exhibitor Sharing Office guidelines shall apply.

**Umbrella Program.** Subject to IFTA’s advance written approval, and meeting certain insurance requirements and criteria, an organization (government and/or industry supported) may share designated “umbrella” Exhibition Space with Exhibitors from the country or region represented by the organization.

**Exhibitor Badge Eligibility and Restrictions.** Exhibitors may provide its Badges to business colleagues including employees, consultants, producers, etc. and if the Exhibitor is also an Accredited Buyer, the Exhibitor may request a Buyer Badge for any full-time employee. Such Exhibitors must notify each Badge recipient that by participating in AFM, they are a Participant of the AFM and agree to be bound by the AFM Guidelines. Exhibitors may not provide a Badge to a Buyer associated with another company. In such instances, all of the Exhibitor’s Badges may be revoked and the Exhibitor may be prohibited from attending the current and future AFM(s).

**Exhibitor Payment.** An Exhibitor with Office that requests an Office by the June 26 deadline must submit a Non-Refundable Deposit of at least US\$3500 (See “Deposits” above) with the signed Exhibition Agreement. Fifty percent of the Office cost, less prior payments, is due by Friday, August 18. Full payment is due by Friday, September 15. If payment is not received by this date, the Office may be reassigned. For Exhibition Agreements received after Friday, August 18, the Non-Refundable Deposit is due with the signed Exhibition Agreement and space will be assigned in the order that completed requests are received. Fifty percent of the Office cost is due upon acceptance of the assigned Exhibition Space and the full payment is due by Friday, September 15.

All AFM fees must be paid in full by the stated deadlines and prior to the opening of the current AFM. Exhibitors with outstanding balances may be denied services, including but not limited to, access to Exhibition Space, AFM screenings, and Badges. All AFM fees are specified in U.S. Dollars and 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 Friday, October 13.

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

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 remains ultimately responsible for payment of all 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 Guidelines. 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 for non-payment. IFTA may also prohibit any Participant from future AFM(s) for failure to pay an invoice.

**Cancellations and Refunds.** If AFM 2023 is canceled by IFTA, at any time for a Force Majeure event, IFTA may suspend its performance of this Agreement until the next subsequent AFM and retain all amounts from the Deposits for costs already incurred by IFTA for the company's exhibition. An Exhibitor with an Office that cancels in writing to IFTA by Friday, September 15 will receive a refund less the Non-Refundable Deposit. There are no refunds for cancellation requests received by IFTA after Friday, September 15. If a refund is requested and IFTA will be charged a fee by a financial institution to process the refund (*i.e.*, credit card fees, wire fees), IFTA reserves the right to deduct such fee from the Exhibitor's refund. IFTA will not refund or reallocate any fees paid by Exhibitor, resell Exhibition Space, or otherwise compensate any Exhibitor for any non-refundable fees if Exhibitor is in material breach of the Exhibition Agreement for non-payment or otherwise and Exhibitor may be required to pay the full payment per the applicable Exhibition Agreement. Any monies due to Exhibitor from the AFM will be refunded by IFTA no later than December 31.

**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 the Le Méridien Delfina Hotel are required to provide to IFTA a Certificate of Insurance for the period Sunday, October 29, 2023 through and including Monday, November 6, 2023 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 IFTA's designated insurance broker. If a Certificate of Insurance showing all required coverages and limits is not received by IFTA at least thirty (30) calendar days prior to the opening of the current AFM, Exhibitor agrees to the purchase of this insurance coverage through IFTA'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 exposure to communicable diseases, 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.** Exhibitors screening Motion Pictures in AFM screening facilities agree to be bound by the AFM Guidelines and the Privacy Policy (at [www.AmericanFilmMarket.com](http://www.AmericanFilmMarket.com)), and the Terms of Use on The Film Catalogue (at [www.TheFilmCatalogue.com](http://www.TheFilmCatalogue.com)). IFTA is not responsible for the performance, or failure to perform, any 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/digital file, errors uploading or using 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, or the content of the Motion Picture provided by Exhibitor. In addition, Exhibitor represents and warrants that it has obtained the required copyright owner's authorization to screen at AFM including but not limited to all necessary clearances, permissions and authorizations for all materials and the content of the Motion Picture provided to IFTA 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 Guidelines 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 for the current AFM and may be prohibited from attending future AFMs.

**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 to strikes, work stoppage, war or military activities, civil disorders, criminal conduct of others, weather, fire, flood, earthquakes, health outbreak, "acts of God", act or order of any government, or any other events beyond IFTA's reasonable 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 agree to the AFM Guidelines and the IFTA Privacy Policy and 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 the AFM Guidelines found at [www.AmericanFilmMarket.com](http://www.AmericanFilmMarket.com).

**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 Streamlined Arbitration Rules and Procedures administered by JAMS 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 IFTA 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 IFTA (including 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.