

2025 CONTRACT FOR BOOTH SPACE

We hereby authorize CinemaCon to reserve booth space for the 2025 Convention to take place at Caesars Palace in Las Vegas from March 31 - 3 April 2025 . 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 Mobile App) _____			
STREET ADDRESS _____		CITY / STATE / ZIP _____	
STREET ADDRESS (Cont.) _____		COMPANY PHONE _____ COUNTRY _____	
CONTACT NAME _____		TITLE _____	
E-MAIL _____		MOBILE _____	
SECONDARY CONTACT NAME _____		TITLE _____	
E-MAIL _____		MOBILE _____	
PRESS CONTACT (for Media Inquiries) _____		MOBILE _____	
E-MAIL _____			
I am a member in good standing of <input type="checkbox"/> ICTA <input type="checkbox"/> NAC <input type="checkbox"/> I am not a member of ICTA or NAC			
Exhibit product categories (check all that apply)			
<input type="checkbox"/> 3D Provider	<input type="checkbox"/> Candy/ Confections / Snacks	<input type="checkbox"/> Digital Cinema (Other)	<input type="checkbox"/> Lobby Displays / Signage
<input type="checkbox"/> 4D Provider /Premium Format	<input type="checkbox"/> Carpet / Fabric /Flooring	<input type="checkbox"/> Employee Uniforms /Nametags	<input type="checkbox"/> Marketing
<input type="checkbox"/> Amps/Sound/Speakers	<input type="checkbox"/> Concession Packaging	<input type="checkbox"/> Family Entertainment Center (FEC)	<input type="checkbox"/> Point of Sale or Purchase / Kiosks/ Ticketing
<input type="checkbox"/> Arcade/Bowling/ Games	<input type="checkbox"/> Concession Stants	<input type="checkbox"/> Foodservice / Equipment	<input type="checkbox"/> Seating
<input type="checkbox"/> Architecture/Construction/Design	<input type="checkbox"/> Digital Cinema Projection	<input type="checkbox"/> Janitorial / Sanitation	<input type="checkbox"/> Security / Communication
<input type="checkbox"/> Beverages/Soft Drinks	<input type="checkbox"/> Digital Cinema Servers	<input type="checkbox"/> Lighting	<input type="checkbox"/> Software / Cloud Services / Website
		<input type="checkbox"/> Promotional Items	<input type="checkbox"/> Other: _____
		<input type="checkbox"/> Screens	

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:

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

CinemaCon 2025 Booth Rates (per 8x10 or 10x10 booth)

ICTA/NAC Member Rate –\$5,975

Non-Member Rate –\$6,500



DESIRED NUMBER OF BOOTHS

We would like to request _____ trade show booth(s)
(number of booths)
in a _____ft. x _____ft. configuration.

DESIRED BOOTH LOCATION (you must select a minimum of 3 choices)

1ST _____ 2ND _____ 3RD _____
4th _____ 5th _____ 6th _____

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 – March 31 - April 3, 2025
Julius and Augustus Ballrooms
(Trade Show Dates: April 1-3, 2025)

PAYMENT SCHEDULE AND PROCEDURE

To guarantee Exhibitor booth space at CinemaCon 2025, a deposit representing 50% of the Booth reservation fee must be received by CinemaCon within fourteen (14) days after execution of this Contract by Exhibitor.

Cancellation of Booth Space by Exhibitor: Subject to a non-refundable fee of \$1,500 (per 8x10 or 10x10 booth), Exhibitor may cancel its reserved booth space by providing written notice of same no later than February 7, 2025.

ACCEPTED PAYMENTS METHODS [] Check [] Electronic Payments [] Credit Card (Please select)

For any questions regarding payment procedures, please contact Lou DiGioia in the NATO and CinemaCon Accounting office at accounting@natodc.com

CREDIT CARD PAYMENTS [] AMEX [] MASTERCARD [] VISA (Please select)

While we accept payments via credit card, please note that a 3.5% surcharge will be applied to cover processing fees. We encourage you to consider using check, ACH, or wire transfers to avoid this additional cost.

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.

CHECK PAYMENTS

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

CinemaCon c/o NATO
1705 N Street NW
Washington, DC 20036
Office +1 (202) 962-0054

ELECTRONIC PAYMENTS:

Name: CinemaCon
1705 N Street, NW
Washington, DC 20036

Bank: Bank of America
PO Box 15284
Wilmington, DE 19850

Account #: 2260 0568 3374
(For ACH) ABA Routing #: 054001204
(For wires) Wire routing #: 026009593
(For international wires) Swift Code: BOFAUS3N

BOOTH SPACE TERMS AND CONDITIONS

1. DEFINED TERMS: "Event" means the CinemaCon Convention currently scheduled to be held on March 31 – April 3, 2025 (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 executing and entering into this Agreement and reserving exhibit space. "Fee" means the total amount to be paid by Exhibitor to CinemaCon for reserving and providing exhibit space at the CinemaCon trade Show. "Parties" means the Organizer and the Exhibitor.

2. CONTRACT ACCEPTANCE: This contract shall become binding and effective upon execution by the parties intended to be bound hereby.
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. Exhibitor further agrees that to the extent it must defend Organizer against claims related to this contract or otherwise as required herein, Exhibitor will consult with Organizer on all aspects of said defense including, but not limited, settlement, defense, trial, or appeal strategies.

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 2025 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. Organizer 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 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 exhibit space prior to or during the Event for any or no reason.

8. BOOTH PLACEMENTS: CinemaCon will attempt to honor all booth placements requests, 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 booth placement space, however, no such location is guaranteed. CinemaCon shall be the final authority in assigning booth placement space. Any Exhibitor reserving Two (2) 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.

9. CANCELLATION BY EXHIBITOR: The Exhibitor has a right to cancel this agreement and receive a refund of amounts paid, less applicable cancellation fees per the terms and conditions set forth herein. Fees associated with such cancellation are considered liquidated and agreed upon damages, for the damages CinemaCon will suffer as a result of Exhibitor's cancellation.

10. CANCELLATION BY CINEMA CON: 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. If CinemaCon cancels the Event due to circumstances beyond the reasonable control of CinemaCon (such as acts of God, acts of war, governmental emergency or recommendations, 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.

11. EXHIBIT SPACE OCCUPANCY: CinemaCon shall specify the hours and dates for set-up, installation and removal of exhibits, and Event hours will be provided to Exhibitor separately. If Exhibitor fails to install its display in its assigned space by the date and time specified by CinemaCon, 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. 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.

12. 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.

13. 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.

14. 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.

15. 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 per occurrence; \$1,000,000 bodily injury per disease policy limit per occurrence; Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, 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); and, 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 INSURANCE TO CINEMA CON PRIOR TO SETUP OF BOOTH SPACE.

16. 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.

17. 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 these requirements.

18. 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.

19. 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.

20. EXHIBITOR SERVICE MANUAL: Prior to the Event, CinemaCon and its general service contractor Global Experience Specialists (GES) will send an Exhibitor Service Manual to the "Primary Contact" identified herein by the Exhibitor. 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.

21. 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 and will promptly notify Exhibitor of any such changes. If a conflict arises between CinemaCon and 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.

22. 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.

23. 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.

24. 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 ("EAC's") within certain guidelines. A complete listing of exclusive services and EAC guidelines are provided in the Exhibitor Service Manual.

25. 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 are 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 booth 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.

26. 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.

27. 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.

28. FIRE AND SAFETY LAWS AND RULES: All Industry and Federal, state and Local fire, emergency and life safety laws, regulations and recommendations must be strictly observed and compliance with same remains the sole responsibility of Exhibitor. All materials used for display of any kind must be flameproofed. The use of crepe paper and any decorative paper of any type is prohibited. All exhibitors of electrical equipment must ensure that such equipment meets necessary code and is certified according to relevant safety standards, preferably Underwriters Laboratories (UL) certification in the jurisdiction of the trade show. Exhibitors are prohibited from operating electrical equipment lacking UL certification; however, they may display, market, and promote such equipment. Displays that do not meet these requirements or pass inspection will be ordered closed until any and all compliance issues or hazards are corrected. Pursuant to the order of the Las Vegas Fire Marshall, all booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance and any violation of this order may result in termination of Exhibitor's participation in the Event and no refund will be due Exhibitor.

29. SUBLETTING OF EXHIBIT SPACE AND PROHIBITED USES: The exhibitor agrees not to sublet, assign, permit, or otherwise transfer use of its booth space to any third party without the prior written consent of CinemaCon, including but not limited to, engaging, or permitting the following activities; allowing registered or unregistered exhibitors to occupy or utilize the contracted for booth space; exhibiting or advertising in the contracted for booth space any third-party merchandise; and/or engaging in unfair or unethical business practices including, but not limited to, the unauthorized use of competitor information. CinemaCon reserves the right to immediately terminate this agreement and expel any registered or unregistered exhibitor found violating the terms of this agreement. The exhibitor shall be solely responsible for any consequences arising from such subletting, including but not limited to legal liabilities, penalties, and damages incurred by CinemaCon.

30. 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 by 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. INDEPENDENT CONTRACTOR: CinemaCon and Exhibitor shall each be deemed an independent contractor with respect to each other and the performance under 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. All third-party contractors of either Party, whether they be individuals or entities, are contractors of the respective Party and neither CinemaCon nor Exhibitor will be deemed the employer of such third-party contractors.

36. None of the terms of this Contract shall be deemed to have been waived by any act or acquiescence of either Party. No waiver of any term or provision of this Contract shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Contract shall not constitute waiver of such term or any other term.

37. This Contract may be executed in counterparts, all of which shall constitute a single contract.