

1 COMPANY INFORMATION

Company Name: _____
 Address: _____
 City: _____ State/Province: _____
 ZIP/Postal Code: _____ Country: _____
 URL: _____

2 PRIMARY OPERATIONS CONTACT

Name: _____
 Job Title: _____
 Email: _____
 Tel: _____

3 PRICING: Indicate product selection by checking the box.

Exhibit Space		
<input type="checkbox"/> Optica Biophotonics Congress: Optics in the Life Sciences 24 - 27 April, Hyatt Regency Vancouver, Vancouver, British Columbia, Canada	<input type="checkbox"/> Optica Design and Fabrication Congress 04 - 08 June, Québec City Convention Centre, Québec, Canada	<input type="checkbox"/> Optica Quantum 2.0 Conference and Exhibition 18 - 22 June, Hyatt Regency Denver, Denver, Colorado, USA
<input type="checkbox"/> Optica Nonlinear Optics Topical Meeting 10 - 13 July, 'Alohilani Resort Waikiki Beach, Honolulu, Hawaii, USA	<input type="checkbox"/> Optica Advanced Photonics Congress 09 - 13 July, Paradise Hotel Busan, Busan, Republic of Korea	<input type="checkbox"/> Optica Sensing Congress 30 July - 03 August, Hilton Munich Park, Munich, Germany
<input type="checkbox"/> Optica Imaging Congress 14 - 17 August, Boston Park Plaza, Boston, Massachusetts, USA	<input type="checkbox"/> Optica Laser Congress and Exhibition 08 - 12 October, Tacoma Convention Center, Tacoma, Washington, USA	
Optica Corporate Member* <input type="checkbox"/> _____ x USD 2,700 = _____	Non-Member <input type="checkbox"/> _____ x USD 3,175 = _____	Booth Number (if applicable) = _____

Sponsorships	Optica Corporate Member*	Non-Member	Optica Corporate Member*	Non-Member
Receptions/Banquets	<input type="checkbox"/> USD 5,500	<input type="checkbox"/> USD 7,500	Animated Ad on Event Website	<input type="checkbox"/> USD 450 <input type="checkbox"/> USD 600
Plenary Session Video Sponsor	<input type="checkbox"/> USD 3,750	<input type="checkbox"/> USD 5,000	Static Ad on Event Website	<input type="checkbox"/> USD 450 <input type="checkbox"/> USD 600
Registration Sponsor	<input type="checkbox"/> USD 2,250	<input type="checkbox"/> USD 3,000	Conference App Banner Advertising	<input type="checkbox"/> USD 450 <input type="checkbox"/> USD 600
Event WiFi	<input type="checkbox"/> USD 1,500	<input type="checkbox"/> USD 2,000	Meeting Rooms	Call For Pricing
Coffee Break	<input type="checkbox"/> USD 1,500	<input type="checkbox"/> USD 2,000	Sponsorship Packages	
Technical Session Slide Advertising	<input type="checkbox"/> USD 1,500	<input type="checkbox"/> USD 2,000	Platinum	<input type="checkbox"/> USD 5,625 <input type="checkbox"/> USD 7,500
Email Blast - What to Know Before You Go Banner Ad	<input type="checkbox"/> USD 1,125	<input type="checkbox"/> USD 1,500	Gold	<input type="checkbox"/> USD 3,375 <input type="checkbox"/> USD 4,500
Technology Showcase	<input type="checkbox"/> USD 1,125	<input type="checkbox"/> USD 1,500	Silver	<input type="checkbox"/> USD 1,500 <input type="checkbox"/> USD 2,000
Bag Insert	<input type="checkbox"/> USD 750	<input type="checkbox"/> USD 1,000	Contracted company is responsible for reporting and remitting applicable taxes to appropriate government authority. Exhibit Space Total USD _____ + Sponsorship Total USD _____ = Total Due USD _____	
<small>*Optica Corporate Member rates apply only if membership is active at the start of the meeting. Sponsorships are not exclusive to one company. For exclusivity pricing and additional information, please contact Exhibit Sales, exhibitsales@optica.org</small>				

4 CONTRACT AUTHORIZATION: By signing below, with or without appropriate payment, you are entering a legally binding Contract. The individual signing below represents that he/she is duly authorized to execute this Contract on behalf of the Exhibitor. By signing this agreement, Exhibitor agrees to abide by and be bound to this Contract, Exhibit Management's rules and regulations, any additional rules and regulations published by Exhibit Management, and the following documents, as they may be amended from time to time by Exhibit Management, shall be incorporated herein by reference and made part of this Contract: Exhibit Management's Rules and Regulations; Exhibit Service Manual (inclusive); Code of Conduct (available at www.optica.org/codeofconduct); and Optica Privacy Policy (available at www.optica.org/privacypolicy).

PAYMENT AND CANCELLATION: Payment in full must accompany the Contract. Defaults in payment may result in cancellation (subject to cancellation fee). Exhibitor must cancel the Contract via electronic mail (email), fax or written notice forwarded to the address set forth in this Contract. No refund will be due to Exhibitor if cancelled. Cancellation fees will not be applied to any other past, current or future charges incurred by Exhibitor and are non-transferable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the exhibit space or sponsorship by Exhibit Management. Exhibitor shall also forfeit all exhibitor privileges.

Authorized Representative Signature: X _____ Date: _____

Authorized Representative Name and Title (Please print): _____

5 PAYMENT: Remit to Address: Optica, 2010 Massachusetts Ave., NW, Washington, DC 20036 USA. Please reference your company name, invoice number and 2023 Congress or Topical Name on all payments. Past-due balances are subject to a 5% late fee. Direct inquiries to ExhibitAccounts@optica.org.

PAYMENT OPTIONS: Check: Make checks payable (USD\$, drawn on a US bank) to Optica referencing 2023 Congress or Topical Name on the memo line. Mail check to Optica, c/o Exhibit Sales, 2010 Massachusetts Ave, NW, Washington, DC 20036 USA. Include a copy of this invoice. **Credit Card:** A convenience fee of 3% will be charged on all credit card payments. The credit card convenience fee is non-refundable. **Wire Transfer or ACH/Direct Deposit:** Bank: Bank of America, 1501 Pennsylvania Ave, NW, Washington, DC 20013, USA. Account Name/Beneficiary: Optica; Account Number: 0020-867-84-287; ABA/Routing Number: 026-00959-3 (Wires Only), 054-00120-4 (ACH Only); SWIFT: BOFAUS3N; Please include the remitter's name, invoice number and 2023 Congress or Topical Name. Remitter is responsible for all wire transfer fees, including a USD 25 processing fee for Bank of America. Check with your bank for additional wire transfer fees.

You may also pay by credit card: Visa M/C Diners AmEx

Amount: _____ Exp. Date: _____ CVV: _____ Billing Zip/Post Code: _____

Card Number: _____ Signature: X _____

Date: _____ Print Name (as it appears on card): _____

Return signed contract with payment to Exhibit Sales, exhibitsales@optica.org

Options for Participation (Optica Corporate Members receive a 15% discount*)

Exhibit Space

All space includes: One Full Conference Registration and two Booth Staff Registrations. One display table, two chairs, may include carpet – depends on facility, company identification sign, company participation acknowledgment on meeting website*. Unless otherwise indicated, exhibit space does not include pipe, drape or hang points.

Optica Corporate Member*	<input type="checkbox"/> USD 2,700	Non-Member	<input type="checkbox"/> USD 3,175
---------------------------------	------------------------------------	-------------------	------------------------------------

Sponsorship Packages

(Optica Corporate Members receive a 25% discount*)

	Platinum	Gold	Silver
Optica Corporate Member*	USD 5,625	USD 3,375	USD 1,500
Non-Member	USD 7,500	USD 4,500	USD 2,000
Full Conference Registration(s) (valued up to USD 1,100 each)	3	2	1
Email Blast to Attendees	✓		
Coffee Break (including signage)	✓	✓	
Technical Session Slide	✓	✓	
Bag Insert	✓	✓	
Recognition from Meeting Chair (as available)	✓	✓	✓
Logo and Link from Optica Meeting Website to Sponsor's Corporate Website**	✓	✓	✓

Sponsorships (Optica Corporate Members receive a 25% discount*)

Product	Optica Corporate Member Price*	Non-Member Price	Description
Receptions/Banquets	USD 5,500	USD 7,500	Positioning your company as a sponsor of this high-profile event skyrockets your visibility! Includes digital and print logo placements specific to the reception/banquet before and during the conference.
Plenary Session Video Sponsor	USD 3,750	USD 5,000	30-second video to play prior to the plenary. Video provided by sponsor. Video must be reviewed and approved by Show Management.
Registration Sponsor	USD 2,250	USD 3,000	Sponsor logo with link to sponsor website on registration information page and registration confirmation email. Limited to 3 sponsors.
Event WiFi	USD 1,500	USD 2,000	Provide Wifi for all attendees at the event. Acknowledgment and Logo listed in Event Program, Slide prior to Technical Sessions and on Signage at Registration.
Coffee Break	USD 1,500	USD 2,000	Coffee will be served in the exhibit area during session breaks—a perfect time and place to promote your company! Greet attendees, pass out literature and invite them to connect with your company. Show Management will provide signage with your company's logo.
Technical Session Slide Advertising	USD 1,500	USD 2,000	Company logo and message provided by the sponsor will be prominently displayed on a slide as technical attendees enter their session.
Email Blast – What to Know Before You Go Banner Ad	USD 1,125	USD 1,500	Banner ad in the What to Know Before You Go email sent to registered attendees. Limited to 3 sponsors.
Technology Showcase	USD 1,125	USD 1,500	Highlight your company or products in a 20-minute presentation in the Exhibit Floor Theater (15 min. presentation, 5 min. Q&A). Showcases are listed in the conference schedule. NOTE: Opportunity only available at Optica Quantum 2.0 and Optica Laser Congress.
Bag Insert	USD 750	USD 1,000	Company flyer or small promotional item distributed to all attendees. Bag Insert must be reviewed and approved by Show Management.
Animated Ad on Event Website	USD 450	USD 600	Ad with links to advertiser's website located on home page of the event website. This ad rotates with other advertisers. Sponsor provides the ad. Run: length of show.
Static Ad on Event Website	USD 450	USD 600	Ad with links to advertiser's website located on secondary pages of the event. This ad rotates with other advertisers. Sponsor provides the ad. Run: length of show.
Conference App Banner Advertising	USD 450	USD 600	Includes logo exposure on the start page and custom landing page, in addition to a rotating banner ad in the app.
Meeting Room	Call For Pricing		Secure a private meeting room at the event for special meetings, luncheons, etc.

*Optica Corporate Member rates apply only if membership is active at the start of the meeting.

**Company participation acknowledgment on meeting website is contingent upon the date of signed contract.

2023 EXHIBITION RULES & REGULATIONS Read Carefully – Avoid Misunderstandings

CONTRACT: This application, executed by applicant (Exhibitor) shall constitute a valid and binding contract. Optica, a New York non-profit corporation, serves as Exhibit Management.

PURPOSE OF THE EXHIBIT: To disseminate knowledge and promote the development and application of optics. The comprehensive technical exhibition serves to introduce new products and services to the market and to educate individuals in these areas with regard to these technologies. Only exhibitors whose materials are related to those purposes will be allowed to maintain displays. Exhibit Management reserves the right to determine whether Exhibitor's materials relate to the purpose of the exhibition.

ACCEPTANCE AND ASSIGNMENT OF SPACE: Assignment of space is final. A space may be revoked or changed by Exhibit Management at any time if payment is not in accordance with the payment schedule. Assignment of space will be determined by Exhibit Management on site based on the earliest date a contract accompanied with full payment is received by Optica. Exhibit Management retains the exclusive right to revise the exhibition floor plan and/or move assigned exhibitors as necessary.

PAYMENT AND CANCELLATION: Payment in full for space rental must accompany the contract. Defaults in payment may result in reassignment of space or cancellation (subject to cancellation fee). Exhibitor must cancel the space rental contract via electronic mail (email), fax or written notice forwarded to the address set forth in this contract. No refund will be due to exhibitor if cancelled. Cancellation fees will not be applied to any other past, current, or future charges incurred by Exhibitor and are non-transferable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the reserved space by Exhibit Management. Exhibitor shall also forfeit all exhibitor privileges.

SPACE RENTAL FEE: All exhibitors receive the following: 2 Booth Staff & 1 Full Conference Registrations. One display table, two chairs, may include carpet – depends on facility, company identification sign, company participation acknowledgment on meeting website. Unless otherwise indicated, exhibit space does not include pipe, drape, or hang points.

- Optica Corporate Member USD 2,700*
- Non-member USD 3,175

*Optica Corporate Member rates apply only if the membership is active at the start of the conference and the member has chosen the Business Development benefit category as part of their Optica Corporate Member benefits.

MERGERS AND ACQUISITIONS: Exhibitor's obligations under this agreement, including payment obligations, may not be waived or assigned to a third party without the prior written permission of Exhibit Management. For the avoidance of doubt, in the event that Exhibitor acquires, is acquired by or merges with a third party, Exhibitor shall remain liable for full payment of fees under this agreement, regardless of whether the third party has entered into its own exhibit space agreement.

ARRANGEMENT OF EXHIBITS: Exhibit Management follows International Association of Exhibitions and Events (IAEE) Guidelines. Booths include standard drapery, one identification sign, one technical badge per 100 square feet or tabletop occupied, two Exhibitor personnel badges, and one complimentary listing. Unless provided by the facility, the floor space for all booths must be carpeted or in some other way professionally covered, with the cost for this covering being the responsibility of the Exhibitor. If such floor covering has not been arranged by the Exhibitor prior to the conclusion of move-in, Exhibit Management reserves the right to order carpeting at Exhibitor's expense. Exhibitors choosing to build double-decker booths must notify Exhibit management 60-days prior to the event's first move-in date.

LOGO USAGE: Exhibitor agrees to provide Exhibit Management with a limited, revocable, non-exclusive, nontransferable, worldwide, royalty-free license to use, distribute, display, make derivative works from and copy the trademarks and logos of Exhibitor for promotional and marketing purposes related to Exhibit 2023.

SERVICES: Exhibit Management has designated official exhibition contractors as outlined in the Exhibitor's manual. Services for these and other contractors will be available and charged at the then-current rates by the contractor directly to Exhibitor. Exhibit Management and its Sponsors assume no responsibility or liability for such contractors. Exhibitors wishing to use Exhibitor Appointed Contractors (EACs) for non-exclusive services must follow proper application procedures, as outlined in the Exhibitor Service Manual. Exhibitor must use qualified union personnel for material handling, installing and dismantling exhibits, and other services as required by the Facility's rules and regulations. Applicable union regulations for the Facility will be provided in the Exhibitor Manual.

COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS: Exhibitor is responsible for compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Exhibitor's participation in the Exhibit Conference, as well as all Facility and Exhibit Management rules and regulations, including Exhibitor's staff compliance with Exhibit Code of Conduct. Exhibitor is responsible for obtaining any licenses and permits necessary for its exhibition. Exhibitor shall take all necessary measures to safeguard persons and property in the Facility from any hazards associated with Exhibitor's exhibit equipment. Exhibitor shall comply with applicable industry safety standards, including but not limited to the following: Center for Devices and Radiological Health's Federal Laser Product Performance Standard (21CFR1040), the American National Standards Institute (ANSI) Standard Z-136.1-2007 on Safe Use of Lasers (or, alternatively, the American Conference on Governmental Industrial Hygienists (ACGIH) Guide for Control of Laser Hazards) in the operation of all coherent sources during the Exhibit Conference. A copy of Optica's "Guidelines for a Safe Exhibit" is available upon request. Exhibitor agrees that it will immediately remedy any condition of its exhibit space if notified by Exhibit Management that the space is unsatisfactory for any reason. Exhibitor's failure to do so may result in cancellation of Exhibitor's space.

INSTALLATION AND DISMANTLING: Exhibitor will not be allowed to set up, nor will freight or furnishings be delivered to Exhibitor's booth until Exhibit Management receives the full space rental fee payment. Exhibitors must comply with all move-in and move-out requirements as set forth in the Exhibitor Service Manual.

Exhibitor agrees that if Exhibit Management should receive, handle, or have in its care or custody Exhibitor's property of any kind, Exhibit Management is authorized to act solely for the accommodation of Exhibitor, and Exhibit Management shall not be liable for any loss, damage, or injury to such property.

RESTRICTIONS: Exhibitor's activities shall be restricted to Exhibitor's booth space only. Exhibit Management reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. Exhibit Management reserves the right to deny access to or eject any person whose behavior becomes objectionable or inconsistent with the Code of Conduct. In any such event, no refunds will be issued. Sanctions for noncompliance with Exhibit Management's rules and regulations may result in forfeiture of all fees paid and ineligibility to exhibit at or attend any future Exhibit Conference.

SUBLEASING SPACE: Exhibitor shall not, without advance written approval by Exhibit Management, assign or sublet this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Multiple-company sharing of exhibit space shall require advance written permission from Exhibit Management.

COMPETING EVENTS: Exhibitor shall not conduct any competing event of more than 25 people during official Exhibit Conference hours.

ADVERTISING MATTER: Exhibit Management reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials. Distribution from anywhere other than within Exhibitor's booth is forbidden.

MUSIC: Exhibitor must be prepared to provide proof of Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), Society of European Stage Authors and Composers (SESAC), or other appropriate licenses for Exhibitor's use of music, including in video presentations. Exhibitors using such music agree to indemnify and hold harmless the Sponsors against any claims, liability or damages resulting from their use of such music.

FOOD AND ALCOHOL: The exclusive provider of food, beverage, and catering services within the Facility will be listed in the Exhibitor Service Manual. Any Exhibitor offering alcoholic beverages at any event held in conjunction with the Exhibit and Conference must (i) carry a minimum of two million dollars (\$2,000,000.00) in liquor liability insurance during the event and (ii) comply with all Facility rules and requirements as well as the Exhibit Management alcohol policy, which may be obtained from Exhibit Management upon request.

AMERICANS WITH DISABILITIES ACT (ADA): Exhibitor is solely responsible for ensuring that its booth fully complies with the ADA.

EXHIBITOR PERSONNEL: Exhibitor must have staff present at the exhibit space during all contracted hours. Exhibitor personnel shall conduct themselves in a professional manner at all times. All Exhibitor Personnel must be dressed appropriately to conduct business. Inappropriate attire includes, but is not limited to, sexually suggestive or obscene outfits or costumes unrelated to the topic of the meeting.

PHOTOGRAPHY AND VIDEO RECORDING: Neither photography nor video recording are permitted in the Facility without Exhibit Management's express, prior written consent. Sanctions for noncompliance may include the seizure and destruction of film or electronic storage devices.

SOUND LEVELS: Sound levels of presentations must be kept at or below 85 decibels and not interfere with surrounding exhibits.

CHILDREN: In the interest of safety, no person under 18 years of age will be allowed on the show floor during set-up and tear-down hours. During open exhibit hours, children 12 years old and under must be accompanied by a supervising adult at all times. Parents of younger children may request an exemption from Exhibit Management in the event of extraordinary circumstances. Parents or guardians must agree to abide by Exhibit Management's rules regarding children and to be responsible for the child and assume all responsibility for damage to exhibits and equipment. Strollers are not allowed on the show floor at any time.

FORCE MAJEURE: Exhibit Management may suspend or terminate this Contract without penalty in the event the Facility becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the Exhibit Conference as scheduled due to any event beyond the control of Exhibit Management, including but not limited to the following: strike; lockout; injunction; emergency; Act of God; fire; flood; earthquake; other types of natural disaster; pandemic; epidemic; labor dispute; any law, ordinance, rule or regulation which becomes effective after the date of the execution of this Agreement which may adversely affect attendance or the ability to hold the event; travel, social distancing or gathering capacity restrictions or recommendations issued by a governmental authority, agency or recognized health organization; Act of war or terror; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impracticable for Exhibit Management to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any Facility, headquarters, hotel(s), or necessary expansion space). In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of Exhibit Management and the Sponsors of the Exhibit Conference shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by Exhibit Management, such as, but not limited to, advertising, facility fees, etc., to the extent any monies remain after payment of such expenses.

INSURANCE: Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in the Exhibit Conference, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (USD 1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name the Exhibit Conference and each of the Sponsors, including their respective members, officers, directors, agents and employees (collectively the "Exhibit Parties") as additional insureds, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against the Parties. Further, said insurance shall include a provision for notification to Exhibit Management at least thirty (30) days prior to cancellation. Exhibitor shall furnish Exhibit Management with a Certificate of Insurance verifying such coverage 30 days prior to the exhibition.

DISCLAIMER OF WARRANTIES: The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, including but not limited to any implied warranties of merchantability or fitness for any particular purpose, all of which are hereby excluded to the fullest extent permitted by law.

DAMAGE TO FACILITY: Exhibitor shall be solely responsible for any and all damage to the Facility caused by Exhibitor, its contractors, any company attending pursuant to an Additional Listing Contract or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

INDEMNIFICATION: Exhibitor agrees to defend, indemnify, and hold harmless the Exhibit Parties, the Facility, the Operator, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities (including court costs and reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct or breach of any material condition of this Contract by Exhibitor, its contractors, any company attending pursuant to an Additional Listing Contract or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors (collectively "Exhibitor Parties").

LIMITATION OF LIABILITY: Exhibitor agrees that the liability of the Exhibit Parties under this agreement shall not exceed the amount of space rental fees paid by Exhibitor. In no event shall the Exhibit Parties be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. To the extent allowed by law, no claim may be brought against the Exhibit Parties beyond one (1) year of the conclusion of the Exhibit Conference.

WAIVER: Exhibitor acknowledges that the Exhibit Parties, Facility, and Operator do not carry insurance coverage for Exhibitor's property. Exhibitor is solely responsible for the security of its property and the property of others under its control. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which the Exhibitor Parties might sustain as a result of Exhibitor's participation in the Exhibit Conference. Exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against the Exhibit Parties, the Facility, the Operator, and their respective officers, directors, employees, and agents based upon or arising out of Exhibitor's participation in the Exhibit Conference, except such losses as may be the result of the sole gross negligence or willful misconduct of the aforementioned parties.

LAWS: This Contract shall be exclusively governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. Exhibitor hereby waives trial by jury in any action, proceeding, or counterclaim brought by or against the Exhibit Parties with respect to this Contract. The Exhibit Parties shall be entitled to recover from Exhibitor all costs (including attorney's fees) from any suit brought by the Exhibit Parties to enforce their rights herein.

NOTICES: Exhibitor agrees to notify Exhibit Management immediately if (i) it becomes insolvent; (ii) files or anticipates filing a petition for voluntary bankruptcy, reorganization, insolvency or similar action; (iii) if Exhibitor has filed against it an involuntary petition in bankruptcy or a receiver or trustee is appointed to take possession of Exhibitor's property; or (iv) dissolution of Exhibitor voluntarily, involuntarily or by operation of law. Upon receipt of such notice, Exhibit Management shall have the right, in its discretion, to terminate this Contract, in which case Exhibitor shall be subject to cancellation fees as indicated in the Cancellations provision.

GENERAL: The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right nor authority, to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Contract and shall remain in full force and effect in perpetuity. This Contract represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Contract may be modified only with signed written consent of Exhibit Management. The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Contract shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. All notices required under this Contract shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of this Contract.