

Customer ID	

PLEASE TYPE OR PRINT **Contract Date:**

Company Information: stad halow will ha used for your hooth sign, wahsita listing and hadges.)

(Note: The company name as lated below will be used for your boom sign, website fishing and badges.)					
Company:	Mailing Address:				
Contact:					
Title:					
Phone:	State/Zip:				
Fax:	Country:				
Email Address:	Website:				
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Booth Location Requests: (Locate/Do Not Locate Near)

ISS SHOW	TOTAL SQ. FT. / # OF CORNERS	RATE	SUBTOTAL	TOTAL BOOTH COST	BOOTH #
LONG BEACH January 20-22, 2017	x Sq. Ft.	Early Bird Rate* (early bird pricing expires June 15) x \$29.95 per Sq. Ft.	\$		
SPACE DRAW	x \$q. Ft.	Standard Rate x \$31.95 per Sq. Ft.	\$	\$	
June 30, 2016	# Corners	x \$425 per corner	\$		
		☐ Check here to add your company logo in the ISS Long Beach Directory for \$99	\$		
ATLANTIC CITY March 23-25, 2017	x Sq. Ft.	Early Bird Rate* (early bird pricing expires Sept. 29) x \$28.75 per Sq. Ft.	\$		
SPACE DRAW	x Sq. Ft.	Standard Rate x \$29.75 per Sq. Ft.	\$	\$	
October 19, 2016	# Corners	x \$425 per corner	\$		
		☐ Check here to add your company logo in the ISS Atlantic City Directory for \$99	\$		
NASHVILLE May 18-20, 2017	x Sq. Ft.	Early Bird Rate* (early bird pricing expires Dec. 22) x \$28.75 per Sq. Ft.	\$		
SPACE DRAW December 22, 2016	x Sq. Ft.	Standard Rate x \$29.75 per Sq. Ft.	\$	\$	
December 22, 2010	# Corners	x \$425 per corner	\$		
		☐ Check here to add your company logo in the ISS Nashville Directory for \$99	\$		
ORLANDO September 7-9, 2017	x Sq. Ft.	Early Bird Rate* (early bird pricing expires Mar. 31) x \$28.75 per Sq. Ft.	\$		
SPACE DRAW	x Sq. Ft.	Standard Rate x \$29.75 per Sq. Ft.	\$	\$	
April 12, 2017	# Corners	x \$425 per corner	\$		
		☐ Check here to add your company logo in the ISS Orlando Directory for \$99	\$		
FORT WORTH September 22-24, 2017	x Sq. Ft.	Early Bird Rate* (early bird pricing expires April 19) x \$28.75 per Sq. Ft.	\$		
SPACE DRAW April 12, 2017	x Sq. Ft.	Standard Rate x \$29.75 per Sq. Ft.	\$	\$	
Αμιι 12, 2017	# Corners	x \$425 per corner	\$		
		☐ Check here to add your company logo in the ISS Fort Worth Directory for \$99	\$		

Exhibit Space Agreement

The undersigned ("Exhibitor"), as a duly authorized representative, enters into an agreement with Emerald Expositions to rent exhibit space at the above designated 2017 Imprinted Sportswear Show. Space will be assigned by Emerald Expositions at its sole discretion and may be changed for the benefit of the exposition. Exhibitor agrees to abide by official Exhibitor Rules & Regulations and has received the booth space terms and conditions. Exhibitor agrees to pay a 50% deposit 150 days from staging of the event. Final balance due for booth cost is due 90 days prior to the show. If Exhibitor desires to cancel all or part of the exhibit space on or before 90 days prior to the show, it must do so in writing by certified mail to Emerald Expositions and Exhibitor will be charged a 50% booth processing fee. Should an Exhibitor cancel after 90 days prior to the show, 100% of exhibit space cost is due. If Exhibitor defaults in payment, Exhibitor is liable to Emerald Expositions for collection costs, including reasonable attorney's fees. Emerald Expositions reserves the right to accept or reject exhibitor space applications and to cancel any previously accepted exhibitor space applications or contracts, at any time in its sole discretion, for any reason, or no reason, without liability to Exhibitor or any other party. This contract is not valid until it is fully executed by an authorized representative for Exhibitor and Emerald Expositions.

We understand and agree that this application for Exhibit Space becomes a binding contract when accepted in writing by Emerald Expositions, the show organizer, and we hereby agree that the attached Terms and Conditions are enforceable and are incorporated into and control this Exhibit Space Contract, once it is accepted by Emerald Expositions. We further agree that any terms and conditions associated with any purchase order we may submit in order to process payment for this Exhibit Space Contract are of no force or effect, regardless of the express language of the purchase order we submit. Exhibitor represents and warrants that the party executing this Agreement on behalf of Exhibitor is duly authorized to act on behalf of Exhibitor and to execute this Agreement and legally bind Exhibitor to the terms contained herein.

Payment Instructions:

Paying by Credit Card

After your contract is received and processed, you will receive an email with your link to our online payment portal. Use that link and the password provided to make your payment within 5 days of receipt. A link to the portal can also be found at www.ISSshows.com on the Exhibitor Resource Center page.

Paying by Check:

Make Checks payable to ISS. Emerald Expositions, LLC 32728 Collection Center Drive Chicago, IL. 60693-0327

Paying by Wire or ACH: If paying by wire please remit to:

Emerald Expositions, LLC Attn: ISS Bank of America 2701 Harbor Blvd Costa Mesa, CA 92626 Routing #: 026009593 Account #: 1453616843 Swift Code: BOFAUS3N

ACH Instructions:

Emerald Expositions, LLC Attn: ISS Bank of America 2701 Harbor Blvd Costa Mesa, CA 92626 ACH Routing#: 122000661 Acct# 1453616843

Signature Required> Agreed to by	Dat	ite	Emerald Expositions Signature	Date
-				



Imprinted Sportswear Shows 2017

Terms & Conditions



1. Defined Terms: "Agreement" means, collectively, (i) the Exhibit Space Contract for the Event and any ancillary documents associated therewith, potentially including an Exhibitor Service Manual and a notice of booth space assignment, and (ii) these Terms and Conditions. In the event of any conflict among the terms of such documents, the terms of these Terms and Conditions shall prevail. "Event" collectively means, the event or events referred to above, on the previous or facing page, or in materials attached hereto, as organized by Emerald Expositions, LLC ("Emerald"). "Facility" means the venue where the Event is held. "Exhibitor" means the company or person entering into this Agreement, as listed on the Exhibit Space Contract.

2. Agreement Acceptance, Eligibility, and Payment: This Agreement becomes binding and effective when it has been either manually signed by Exhibitor (if submitted in paper form) or submitted electronically by Exhibitor a terr checking the "I agree" box on the electronic application form, and, in either event, acknowledged and accepted by Emerald in writing by delivering Exhibitor a booth space assignment confirmation. Emerald may refuse acceptance of any Event application for any or no reason. Eligibility to exhibit at the Event is generally limited to persons or firms that supply products and/or services relevant to the Event. Applicants may be required to submit a description of the nature of their business and the items to be exhibit. Emerald, and its respective successors and assigns, shall be authorized to rely upon (i) the signature of Exhibitor hereto on this Agreement (if manually signed) which is delivered by authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity. Upon this Agreement becoming binding, Exhibitor agrees to pay Emerald the fees, when due, according to the payment schedule stated in the Exhibit Space Contract or on the electronic application from. If this Agreement becomes binding after the last payment date stated on the payment schedule. Exhibitor make payment is full immediately upon assignment of booth space. Emerald reserves the right to reassign booth space not fully paid for by Exhibitor after the last payment actual contains a signal and a state of the payment schedule. If Exhibitor submits its application electronically, negment will be undomatically charged and applied and profine drong to the payment schedule stated on the payment schedule in the payment schedule and profine and payment schedule stated on the payment schedule and profine and payment schedule stated on the payment schedul

3. Term: This Agreement commences effective the date it is accepted by Emerald and shall terminate upon the conclusion of the Event, including any move out activities following the Event, unless earlier terminated as stated herein.

4. Termination by Emerald: Notwithstanding anything herein to the contrary, Emerald may terminate this Agreement at any time, including during the Event whereby Emerald may evict Exhibitor from the Event, for any reason without a reduction in fees owed by Exhibitor for any exist and without limiting any other remedy Emerald may have: (i) If Exhibitor fails to make any payment required by this Agreement in a timely manner; (ii) upon any breach or threatened breach of this Agreement by Exhibitor; (iii) If Emerald, in its sole discretion, believes the Exhibitor's exhibits in the products different first it stated in the application process, or under an undisclosed company or brand name, (b) If Exhibitor exhibits products different freat at stated in the application process, or under an undisclosed company or brand name, (b) If Exhibitor exhibits products or displays promotional materials that Emerald, in its sole discretion, reasonably believes infringe the proprietary rights of a third party or if Emerald is informed that Exhibitor has been accused by a third party or infringement, or (c) If Exhibitor exhibits products that Emerald casonably believes Exhibitor is not authorized to exhibit, (ii) If Exhibitor, in Emerald's opinion, detracts from the general character of the Event or interferes in any way with another Event exhibitor or participant; or (v) If Exhibitor becomes insolvent, and a proceeding instituted against it, under the bankruptcy code, or any similar statute. Additionally, Emerald may terminate this Agreement for crownerince at any time for any reason, and upon such termination, shall be liable only for the amount actually paid to Emerald by Exhibitor for renting exhibit space at the Event.

5. Termination by Exhibitor: Exhibitor may terminate this Agreement at any time by giving written notice thereof to Emerald, which termination is effective upon Emerald's acknowledgment of receipt of such written notice. Upon Exhibitor's termination of this Agreement for any reason, Exhibitor may only be due a refund of any fees paid if Exhibitor paid fees upforn and Exhibitor terminates the Agreement before such paid fees are due, payable, and non-refundable according to the payment schedule associated with this Event, as detailed in the Exhibit Space Contract or on the electronic application form. If Exhibitor submitted a certificat and with an exhibit space contract or on the electronic application form. If Exhibitor near the exhibit space of the payment (all according to the payments made are non-refundable, except for the percentage of the total payment that is not yet converted into a non-refundable payment (all according to the payment schedule associated with this Event, as detailed in the Exhibit Space Contract or on the electronic application form). If Exhibitor requests to reduce the size of its booth space after entering into this Agreement, Emerald may choose to reject or grant such request in its sole discretion, and Emerald may not refund any fees paid or reduce the fee payment obligation under the terms of the Agreement, Additionally, depending on space remaining available to be allocated for the Event, Emerald may require Exhibit to move to another piace on the floor and to pay an additional amount of money (in addition to what is owed under the Agreement) for such new, smaller booth space requested by Exhibitor and/or for costs associated with the move.

6. Cancellation of Event: Subject to the termination provisions contained herein, if Emerald cancels the Event, or the Event is cancelled or not held, for any reason, including as a result of force majeure, Emerald shall refund to Exhibitor its booth space rental payment previously paid (less Exhibitor's pror rata share of all costs and expenses incurred and committed by Emerald in the case of cancellation due to force majeure or other circumstance outside of Emerald's control) in full satisfaction of all liabilities of Emerald and Facility to Exhibitor. Additionally, Emerald reserves the right to postpone, rename or relocate the Event or change the Event dates. If Emerald changes the name of the Event, relocates the Event to another Event dates it enerald changes the aname of the Event, relocates the Event to another flow within the same geographic area, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, and Emerald shall assign to Shibitor, in lieu of the original space, other space as Emerald reasonably deems appropriate, and Exhibitor agrees to accept such space under the terms of this Agreement.

7. Assumption of Risks; Release: 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 dary person (indig death), prospertly, business or profits. Exhibitor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Emerald or Facility any utilize personnel to regulate the flow of attendees at the Event, but such personnel are not security guards. Exhibitor shall insure its property against damage, loss and theft and agrees to not make any claims against Emerald or Facility for any loss unless due to the gross negligence or willful misconduct of Emerald or Facility, Neither Emerald nor Facility, Neither Emerald nor Facility, not exhibitor expective affiliates, officers, efficers, efficers, shareholders, agents, representatives, employees and assigns, 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 Agreement or not, unless due the gross negligence or willful misconduct of Emerald or Facility. Exhibitor understands and agrees that the Event stages "Rain or Shine" and Exhibitor receives no allowance of any sort in the event of bad weather. Emerald makes no representations or warranties, express or implied, regarding the successor of the Event, including but not limited to the condition of the Facility, noise levels or other inconveniences or disruptions in or around the Facility, the number of persons who will attend the Event, or any other matter, except as explicitly set forth herein. Exhibitor hereby accepts the Facility and the contracted exhibits is space ASIs, with all faults, and without any implied warranties of merchantability of fitness

8. Indemnification: Exhibitor shall indemnify, defend (with legal counsel satisfactory to Emerald) and hold Emerald and Facility, and their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, harmless from and against any and all calisms, demands, liabilities, damands, liabilities, damands, since and some processes which result from or arise out of or in connection with: (a) Exhibitor's participation or presence in or at the Event, including the sale of merchandise sold by Exhibitor; (b) any breach by Exhibitor or any agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement related to the Event; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement or any other contract, arrangement or agreement (a) gary violation or infringement for claim of violation or infringement) by Exhibitor of any law or ordinance or of the rights of any party under any patient, copyright, trademark, trade secret or other proyrietary right; (e) any libid salander, defamation or similar claims arising out of or relating to Exhibitor sclores, and (f) Exhibitor's acts that result in damage, harm or injury (including death) to anyone or their property at the Event. This section shall survive any termination of this Agreement.

9. Insurance: Exhibitor shall, at its own expense, secure and maintain throughout the term of this Agreement, including move-in and move-out days, the following insurance with responsible third party insurance carriers (with an A.M. Best rating of at least A.P.MI for Exhibitors insured with a domestic insurance carrier, and with a carrier approved in advance by Emerald for Exhibitors insured with an international insurance carrier); (a) Workers' compensation insurance in an amount as required by applicable law (for domestic Exhibitors); (b) Comprehensive general liability insurance with limits not less than \$1,00.000 per occurrence, 20,00.000 in the aggregate, combined single limit for broad from bodily injury and proyed damage, including overage for personal injury, contractual liability coverage with respect to this Agreement, and operation of mobile equipment, premises, products/completed operations is liability coverage, (iquor liability) fire applicable), and personal/advertising injury liability coverage, (c) 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); (i) Universible Liability Insurance, with limits of at least \$1,000.000 per occurrence. The CGL and Automobile insurance policies shall (a) name as additional insureds Emeratid, Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives and (b) be primary to any other valid and collectible insurance of subsidiaries, affiliates, officers, directors, employees, agents and representatives and (b) be primary to any other valid and collectible insurance of caliform and of Emeratid thirs (30 be offered the Very Collegation). The coverage provided to the additional insureds shall not be limited to the negligence of Exhibitor. The insurance carrier shall have no right of recovery or subrogatio

10. Limitation of Liability: Under no circumstances shall Emerald or Facility, or their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, be liable for any lost profits or any indirect or consequential damages, including, but not limited to, incidental, special, or punitive damages whatspever, whether or not such damages were reasonably foreseeable or whether or not a parry has been advised of the possibility thereof. In no event shall Emerald's maximum liability to Exhibitor, under any circumstance, and regardless of the form of action, exceed the amount actually paid to Emerald by Exhibitor for renting exhibit space at the Event. This section shall survive any termination of this Agreement.

11. Compliance with Laws; Taxes and Licenses: Exhibitor agrees to abide by and observe all applicable federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility (including any union labor work rules). Without initing the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities act and shall ensure the provision of auxiliary aids and services for its staff or attendees to enable effective communication with disabled Event participants. Exhibits must meet all required fire regulations; those that do not pass inspection will

be ordered closed until all fire hazards are corrected or removed. Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to Exhibitor's activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, including any applicable sales 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. If advised by Emerald to ship merchandise to a specific location, Exhibitor will do so and will not permit the delivery of merchandise to the Facility.

12. Assignment of Space: Exhibit Space Occupancy, Use and Departure: Exhibit space for the Event shall be assigned by Emerald in its sole discretion. Emerald reserves the right to change the floor plan or to move Exhibitor to another similar size booth location prior to or during the Event for a legitimate reason, in Emerald's discretion. Exhibitor may not assign, sublet, share or license all or any portion of its exhibit space. Emerald shall speech fly the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor falls to begin installing its display in its assigned space 24 hours prior to the Event ones, Emerald shall have the right to take possession of the space and terminate this Agreement with no refund. All exhibits must be open for business at all times during the Event. If Exhibitor, through circumstances beyond its reasonable tools, to delayed in arrival or set-up, it must notify the appropriate Emerald contact inmediately, Additionally, (a) only Exhibitor with the permitted in its booth two (2) hours prior to published "Event Open Times;" all labor performed by contractors must be complete by that time, and no attendees may visit the booth prior to the Event Open Times; "all labor performed by contractors must be complete by that time, and no attendees may visit the booth prior to the Event Open Times;" all labor performed by contractors must be complete by that time, and no attendees may visit the booth prior to the Event Open Times; "all labor performed by contractors must be complete by that time, and no attendees may visit the booth spiror to the Event Open Times;" all be admitted on the show floor during move-in/out days of the Event; and (6) no breakdown, dismantling of exhibit, or sale and subsequent removal of exhibit merchandies is permitted before the Event officially ends. If Exhibitor violates subsection (6) hereof, it will be assessed an early breakdown fee of \$500 and may be denied booth space access at future events. Exhibitor, and the expense exhibit in the proo

13. Licenses; Communications: Exhibitor grants to Emerald a fully paid, perpetual, non-exclusive license to use, display and reproduce the name, trade names, product names, and other proprietary property of Exhibitor in any directory (print, electronic or other media) listing exhibitors at the Event, and to use those items in Emerald's promotional materials. Emerald shall not be liable for any errors in any listings or descriptions or for omitting Exhibitor from any directory or other lists or materials. Emerald may also take photographs or videotape of Exhibitor's booth space, products, guests and personnel during, before, or after the Event, and use those photographs or videotape for any promotional purpose. Exhibitor or between the Event and photograph, videotape or otherwise record portions of the Event and include part or all of the same in any broadcast without the express consent of, or liability to, Exhibitor. Emerald hereby grants to Exhibitor a limited, non-exclusive, non-transferable license to use, display and reproduce the name and logo of the Event (the "Marks") on Exhibitor's marketing materials solely and directly in connection with exhibiting at the Event. This limited license express at the conclusion of the Event. Emerald may terminate this license immediately at any time upon Exhibitor's breach of the terms of use of this license. Under no circumstances may Exhibitor ever motify in any way the Marks or other trademarks of the Event to being contacted by or on behalf of Emerald for any purposes, including but not limited to, sales, marketing, promotional offers, and customer care, and by any means, including audidated calls, regardless whether the phone number appears on the National Do-Not-Call Registry (or state equivalent). Exhibitor consent is not required to purchess any goods or services from Emerald.

14. Contractor Services: Emerald has contracted, on an exclusive basis, with 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. Non-exclusive services may be performed by exhibitor-appointed contractors ("EACs") within certain guidelines. Please refer to the Exhibitor Service Manual for a listing of exclusive services and EAC guidelines.

15. Character of Displays; Use of Aisles and Common Areas; Sound: Distribution of samples, printed matter of any kind, and any promotional material is restricted to the exhibit booth. Strolling entertainment or moving advertisements outside of Exhibitor's exhibit space are prohibited. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of Emerald and no signs, decorations, banners, advertising material or special exhibits will be permitted in such areas except by written permission of Emerald. All booth equipment (e., tables, chairs, displays, etc.) must not protroutle into the aisles under any riccurrensance. Ballons and stickers are prohibited in the exhibit area and Facility, handouts with gummed backing that adhere or cause adhesion are considered stickers. Exhibits must be arranged so that show attendees do not stand in the aisle while velwing the exhibit or watching demonstrations. The use of devices for mechanical reproduction of sound or music may nor music may or may not be permitted in Emerald's sole discretion. Sound of any kind must not be projected outside of Exhibitors exhibits pace. Exhibitor is responsible for exquiring any necessary license to play copyrighted music or otherwise utilize third party materials subject to copyright or other protections. Exhibitor is specifically prohibited form employing any cannial-type attraction, animal or human, or from operating noise-creating devices such eslist, horns or megaphones.

16. Outside Exhibits/Hospitality Suites: Exhibitor is prohibited, without Emerald's prior written approval, from displaying products or services, and/or other advertising material, in areas outside its booth space such as, but not limited to, asies, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, to: Exhibitor is also prohibited from conducting unauthorized facility tours. Exhibitor shall not operate hospitality functions or conduct other activities that may interfere with Event attendance during hours in which the Event is open or when any Emerald-sponsored activities are being held. All requests for a hospitality suite or public function space must be made through Emerald. If Exhibitor fails to occupy its exhibit space for any reason during official Event hours, Emerald reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name, but Exhibitor shall remain liable for such hotel or applicable venue fees.

17. Freight Shipment: Exhibitor should use the shipping labels provided by Emerald for the Event to ensure proper shipment and identification of freight to the Event. Shipments made in advance to the authorized Event contractor, as per instructions in the Exhibitor Service Manual, will be delivered to Exhibitor's booth. At the close of Event, if Exhibitor desires to a rarange 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 pick-up. If Exhibitor does not remain in its booth/exhibit area for the pick-up or if the pick-up does not occur within a reasonable time, the authorized contractor may take the shipment to the contractor's warehouse at Exhibitor's own risk and excense.

18. Disputes: Any and all disputes or claims arising out of or relating in any way to this Agreement, any Event, and/or any services provided or representations made by Emeratia will be resolved in binding arbitration, rather than in court. This includes any disputes or claims concerning any prior event or agreement between the same parties or affiliated parties. There is no judge or jury in arbitration, and court review an arbitration arbitration will be conducted by the American Arbitration, and court review an arbitration can arbitration will be conducted by the American Arbitration Association (AAA) pursuant to lis Commercial Arbitration. Bulled the available at www.adrorg, it Erbitiotro commences an arbitration, Erbitiotro must send written notice to Emeratia attnit. Legal Department, 31910 Del Dispo, Suite 200, San Juan Capistrano, CA 92675, and to the AAA, fully describing any and all claims. If Emerald commences arbitration against Exhibitor, terrelat will be responsible for filing fees and may provide written notice to Exhibitor at any physical or email address Exhibitor provide in connection with this Agreement. If an in-person hearing is required by the AAA rules or the arbitrator, the hearing will take place in New York County, We except as otherwise agreed by the parties or ordered by the arbitrator. An arbitration award may be enforced by any court with competent jurisdiction. Any and all proceedings to resolve claims or disputes will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration the parties wave any right to a jury trial. This section shall survive any termination or this Agreement.

19. Governing Law: This Agreement is governed by and shall be construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to principles of conflicts of laws. To the extent that any claim or dispute proceeds in court rather than in arbitration, Exhibitor hereby submits to the jurisdiction of the federal and state courts located in New York County, NY, and waives all objections to venue or inconvenient forum, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agreement.

20. Miscellaneous: This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. Emerald and Exhibitor are independent contractors with respect to one another under the terms of this Agreement. Neither party shall have the authority to legally bind the other party bar youthers, proposal, or commitment or to incur any debt or create any liability on behalf or the Exhibitor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of Emerald; any attempted assignment in violation of this provision in all and void. No provision or part of this Agreement or remedy hereunder may be waivecept by a writing signed by a duly authorized representative of Emerald and a signed waiver shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of Emerald to exercise or avail tisself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Failure or delay by Emerald to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represents the entire agreement between Emerald and Exhibitor relating to the subject matter contained herein. Any amendment to this Agreement must be in writing and signed by an unthorized representative of Emerald. In the event that any provision of this Agreement since the words "include," "includes" or "including" are used in this Agreement the investigations, agreements or representation only to the extent necessary to make it enforceable, and provision will be reflective Date. Whenever the words "including," "includes" or "including" are used in this Agreement, they shall be deemed not be followed by words "without limitation." The parties have participated jointly in negotiating and drafting this Agreement, in the event t