

## FLATSTOCK 57 / Hopscotch EXHIBITOR CONTRACT

THIS AGREEMENT is by and between the AMERICAN POSTER INSTITUTE ("API") and \_\_\_\_\_ (exhibitor). It does not constitute a rental of space but constitutes only a revocable license to use table space on the terms and conditions in this Agreement.

API agrees to allow Exhibitor to use table space at the FLATSTOCK 57 poster show ("FLATSTOCK") that is scheduled to take place on **September 8<sup>th</sup>, 9<sup>th</sup>, and 10<sup>th</sup>, 2016 at the Hopscotch Music Festival** (the "Festival") in Raleigh, North Carolina. Exhibitor is responsible for all of it's own expenses, including but not limited to travel, visas, meals and accommodations.

**Payment.** Exhibitor agrees to pay API a \$250 US single booth (10' wide/10' deep) fee or a \$475 US double booth fee (20' wide/10' deep). Table assignments are at the sole discretion of the API. Should the table fee not be paid by August 5<sup>th</sup>, 2016, API has the right to exclude the Exhibitor from participating in the poster show. Exhibitor further agrees not to resell, sublease or assign its table or any festival wristbands provided by the API or the organizers of the Festival. There will be an allowance of 2 festival passes per booth for artists and helpers.

**Use.** Exhibitor agrees to setup and tear down only during times scheduled for those purposes and to staff the table during all poster show hours. Exhibitor further agrees to conduct activities and display or distribute materials only at its table and with the assigned space. At the completion of tear down on September 10<sup>th</sup>, the space occupied by the Exhibitor must be exactly the same as it was before setup began on September 8<sup>nd</sup>. All nails, netting, tape, etc. must be removed from pipes and other materials.

**Shipping.** Information on will be made available ASAP

**Rules.** Exhibitor agrees to maintain its assigned table space in a clean and responsible manner and to abide by all applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and metropolitan governments, commissions and officers whenever applicable, all rules and regulations of the Raleigh Police Department and the Raleigh Fire Department, and all policies, rules and regulations established for use of the poster show premises. Exhibitor is solely responsible for any sales tax or any other taxes associated with its use of the table space. Exhibitor agrees to restrict the volume and method of audio and/or video playback and/or performances to ensure it does not interfere with other exhibitors or attendees. Exhibitor further agrees to abide by all rules, regulations, and guidelines set forth by the API and the organizers of Hopscotch, subject to sanctions including ejection and loss of FLATSTOCK credentials.

**Term.** The term of this Agreement is from the date last written below through September 10<sup>th</sup>, 2016, except for all obligations of either party that survive the term of this Agreement.

**Termination.** Exhibitor agrees that the API has the sole right to terminate this Agreement at any time if deemed by the API to be in the best interest of FLATSTOCK, and API shall have the right to immediately remove Exhibitor's furnishings, equipment, merchandise or other property if necessary.

**Hold Harmless.** Exhibitor agrees to save and hold harmless API and the organizers of the festival and their agents and representatives, from and against any claims for infringement or loss, damages, accident or injury sustained in connection with the Exhibitor's participation in FLATSTOCK to the extent that those claims are caused or arise from the negligence or willful acts of Exhibitor or its agents. The Exhibitor further agrees that in the event the poster show is cancelled by the organizers of Festival or the premises shall be destroyed by fire or by elements (other than as a result of the negligence or willful acts of API), or by any other cause, major disaster, strike or similar circumstance outside the control of the API, which make it impossible or inadvisable for API to hold FLATSTOCK at the time and place scheduled, the this Agreement shall terminate and the Exhibitor shall and does waive any claim for damages or compensation, and there shall be no further liability on the part of API.

**Sales.** Exhibitor agrees to distribute and sell at FLATSTOCK only posters created by Exhibitor or specifically and directly promoting Exhibitor; and Exhibitor represents, warrants, and covenants that it has the full legal power, right, and authority to sell such posters. Exhibitor's showcase must be comprised of 70% music posters. Posters must be commissioned by the band, band management, merchandising company, venue, or promoter. Art prints and merchandise (t-shirts, etc.) promoting Exhibitor can make up 30% of Exhibitor's showcase. If Exhibitor creates a FLATSTOCK poster, Exhibitor agrees to provide API with at least 15 copies of the poster – 1 for the API archives, 1 for the Hopscotch archive and 13 to be used as promotion for FLATSTOCK. Exhibitor is not permitted to sell pre-recorded music at BUMBERSHOOT.

**Indemnification.** Exhibitor agrees to indemnify, hold harmless and defend API and its directors and agents from and against any liabilities, damages, actions, cost, losses, claims and expenses (including attorney fees) arising out or connected with its use of the table, any exhibit at the table or any sale of its merchandise at FLATSTOCK. Should such a claim be brought against the API, Exhibitor agrees to defend the API at Exhibitor's expense.

**API Trademarks.** API grants Exhibitor a non-exclusive license to use its API and FLATSTOCK trademarks (The "Marks") solely in connection with promotion of FLATSTOCK, provided, however, that any such use of The Marks shall be subject to API prior approval. Exhibitor recognizes and agrees that the Marks are good and valid trademarks and are owned by the API, and that Exhibitor has no rights in the

Marks, and Exhibitor warrants that it will not contest the ownership or validity of any rights of API in these Marks. Exhibitor further agrees that when it uses the Marks it will include the following notice when possible: "FLATSTOCK and the API logo are trademarks of the American Poster Institute. All rights reserved."

**Cancellation Policy.** There will be no table fee refunds for cancellations.

**Miscellaneous.** Headings are for convenience only and not for use in interpretation of this Agreement. Nothing contained herein shall be construed or interpreted to create a partnership or joint venture, employment or agency relationship between the parties. These terms shall be governed by and construed in accordance with the laws of the State of California, U.S.A. without giving effect to any principles of conflicts of law. Exhibitor agrees that any action arising out of or relating to these terms shall be filed only in courts located in San Francisco, California, and hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. No waiver by API of any default of any of the terms and conditions of this Agreement shall be construed or operate as a waiver of any subsequent default of any of the terms and conditions. This is the entire agreement between Exhibitor and the API relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

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Exhibitor - Signature and Studio Name

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American Poster Institute (API)

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Date

Send signed agreement to arrive no later than August 5th, 2016 at the following address: **info@americanposterinstitute.com**