

## FLATSTOCK 58 – EUROPE 16 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 58/FLATSTOCK EUROPE 16 poster show (“FLATSTOCK”) that is scheduled to take place on 21–24 September, 2016, in Hamburg, Germany, as part of the Reeperbahn Festival (the “Festival”). Exhibitor is responsible for all of its own expenses, including but not limited to travel, visas, meals and accommodations.

**Payment.** Exhibitor agrees to pay API a 200 Euro (Approx \$200 US) single booth (3x3m/10x10ft) fee. Table assignments are at the sole discretion of the API. Should the table fee not be paid in full by September 1, 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 API or the organizers of the Festival. If Available double booths (3x6m) are 400 Euro (Approx. \$400 US). You must use Pay Pal to submit payment. Pay Pal ID is sales@americanposterinstitute.com

**Use.** Exhibitor agrees to set-up and tear-down only during times scheduled for those purposes (set-up 12 p.m. September 21 and tear-down after 12 a.m. September 25) and to staff the table during all poster show hours (2 p.m. to 12 a.m.). Exhibitor further agrees to conduct activities and display or distribute materials only at its table and within its assigned space.

**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, subject to sanctions including ejection and loss of FLATSTOCK credentials. Exhibitor is solely responsible for any sales tax or any other taxes associated with its use of the table space.

**Term.** The term of this Agreement is from the date last written below through September 25, 2016, except for all obligations of either party that survive the term of this Agreement.

**Termination.** Exhibitor agrees that API has the sole right to terminate this Agreement at any time if deemed by 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.

**Assumption of Risk.** Exhibitor agrees to assume the risk of any loss, damage or theft of its property or to any person on or about its table space in its employ or at its authorization or invitation. API shall not be responsible for any such loss.

**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 and all 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 the 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 API, which make it impossible or inadvisable for API to hold FLATSTOCK at the time and place scheduled, then 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. If Exhibitor creates a FLATSTOCK poster, Exhibitor agrees to provide API with two copies of the poster.

**API Trademarks.** API grants Exhibitor a non-exclusive license to use its API and FLATSTOCK trademarks (the "Marks") solely in connection with promotion for FLATSTOCK 5: /FLATSTOCK EUROPE 18, 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 in the U.S., throughout Europe and the world, and are owned by 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 throughout the world."

**Indemnification.** Exhibitor agrees to indemnify, hold harmless and defend API and its directors and agents from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys fees) arising out of 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.

**Cancellation Policy.** There will be no table fee refunds for cancellations requested after September 1, 2018. Requests for cancellation before August 47 will be limited to no more than 50% refund of the table fee and granted solely at the API's discretion.

**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.

Exhibitor

American Poster Institute (API)

Place, Date

E-mail signed agreement to arrive no later than September 1, 2015 to Torsten Jahnke at fs\_hamburg@mitchum.de