AMD | ALL MOUNTAIN DEMO

OUTDOOR INDUSTRY ASSOCIATION | *Outdoor Retailer is an Emerald Expositions event endorsed & sponsored by Outdoor Industry Association*

ALL MOUNTAIN DEMO 2017 CONTRACT

JANUARY 9, 2017 • WASATCH RANGE • UTAH, USA

Exclusive to Outdoor Retailer Expo Exhibitors only

EXHIBITOR INFORMATION

Company Name _____

Exhibiting As _____

Address _____

City _____ State _____ Zip _____ Country _____

Phone _____ Fax _____ Website Address _____

Authorized Company Contact _____ Email Address _____

ONSITE All Mountain Demo Company Contact:

Contact Name _____

Cell Phone # _____

STEP 1: SIGNATURE

We understand and agree that this application for Exhibit Space becomes a binding contract when accepted in writing by Emerald Expositions, LLC, 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, LLC. 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.

Signature Required >

Agreed to by _____ Date _____

signature of official company representative

STEP 2: BOOTH SPACE REQUEST

STANDARD BOOTH SPACE SIZE: 12' WIDE X 10' DEEP

1-2 BOOTH(S): $600 • **3 OR MORE BOOTH(S):** $550

$600 X _____ = $ _____
(1 or 2 booths) (Grand Total)

$550 X _____ = $ _____
(3 or more booths) (Grand Total)

Value Add

Now comes with a Digital Product Showcase!

STEP 3: LIFT TICKET REQUEST*

* OPTIONAL PURCHASE

$41.50 ALL MOUNTAIN PASS X _____ = $_____; LIMITED AVAILABILITY

$20 EAGLE ONLY PASS X _____ = $_____; LIMITED AVAILABILITY

STEP 4: UPGRADE OPTIONS*

BAG INSERT:

☐ 1 item to be placed in the All Mountain Demo Bag. Bags distributed to attendees at Demo check-in; items to be provided by customers prior to show. ($250)

OFFICIAL AMD ONSITE GUIDE:

☐ Full Page Ad ($375)

☐ Logo inclusion with Exhibitor Listing ($99)

STEP 5: FEES AND REMITTANCE

• 50% of total invoice due by October 28, 2016. **(Non-refundable processing fee.)**

• 100% of total invoice due by November 2, 2016. **(Exhibitor is liable for 100% of total contract for cancellations or reductions after this date.)**

Booth cost does not include material handling, labor, electrical, decoration or any other available auxiliary services. **ALL REQUESTS FOR EXHIBIT SPACE MUST INCLUDE FULL PAYMENT. (SEE "CANCELLATION BY EXHIBITOR" POLICY ON PAGE 2 OF CONTRACT.)**

FEE WORKSHEET

Booth Space	$_____
Upgrade Options*	$_____
Lift Tickets*	$_____
Total Contract Price	$_____

STEP 6: PAYMENT INSTRUCTIONS

EMAIL COMPLETED CONTRACT TO:
CONTRACTS@OUTDOORRETAILER.COM OR FAX TO: 949/226-5629

PAYMENT

If you wish to pay the balance by ACH, wire or check, Outdoor Retailer must receive the full installment booth balance prior to each installment due date. If ACH, wire or check is not received, your credit card on file will automatically be charged the installment booth balance.

PAYING BY CHECK:
Make checks payable to Outdoor Retailer
Emerald Expositions, LLC
32753 Collection Center Drive
Chicago, IL 60693-0327

PAYING BY ACH:
Emerald Expositions, LLC
Attn: Outdoor Retailer
Bank of America
2701 Harbor Blvd.
Costa Mesa CA 92626
ACH Routing #122000661
Acct# 1453616843

PAYING BY WIRE:
Emerald Expositions, LLC
Attn: Outdoor Retailer
Bank of America
2701 Harbor Blvd.
Costa Mesa CA 92626
Routing #026009593
Acct# 1453616843
SWIFT Code BOFAUS3N

PAYING BY CREDIT CARD: If you wish to pay by credit card, Outdoor Retailer will send you an invoice with a link to pay your balance online.

IMPORTANT DEADLINE

To ensure your company is listed as an All Mountain Demo Exhibitor in the 2017 Winter Market Daily and Show Directory, your contract and payment must be received by November 2, 2016.

You must sign the Highlighted Area in Step 1 with either an Adobe Official Electronic e-signature or a handwritten signature.

Signature Required >

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ALL MOUNTAIN DEMO 2017 CONTRACT • TERMS & CONDITIONS

JANUARY 9, 2017 • WASATCH RANGE • UTAH, USA

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 after 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 exhibited. 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 facsimile or PDF; or (ii) the electronic signature submitted by clicking the "I agree" box on the electronic application form, as constituting a duly 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 form. If Exhibitor submits its application electronically, payment will be automatically charged and applied according to the payment schedule stated therein. Emerald has the right to charge Exhibitor a late fee of up to 1.5% per month, or the maximum amount allowable by applicable law, on all outstanding amounts owed by Exhibitor. Emerald reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding invoices owed to Emerald, including for ad insertions, sponsorships, booth space, or any other product or services offered by Emerald for which Exhibitor has a balance due. All fees paid by Exhibitor to Emerald are non-refundable except as specifically set forth herein. Exhibitor's payment obligations shall survive any termination of this Agreement.

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 refund or liability to Exhibitor of any sort, and without a reduction in fees owed by Exhibitor to Emerald, 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 exhibit is inappropriate for any reason, including, but not limited to, (a) if Exhibitor exhibits products different from what it 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 of infringement, or (c) if Exhibitor exhibits products that Emerald reasonably believes Exhibitor is not authorized to exhibit; (iv) 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, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute. Additionally, Emerald may terminate this Agreement for convenience 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 upfront 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 credit card with an electronic application, such credit card will not be charged for payments due after Exhibitor's termination of this Agreement. Upon a termination by Exhibitor, all 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 Exhibitor to move to another place 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 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 facility 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 Exhibitor, 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 of any person (including death), property, 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 may 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 accepts any responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Emerald nor Facility, nor their respective affiliates, officers, directors, 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 to 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 success 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 exhibit space AS IS, with all faults, and without any implied warranties of merchantability or fitness for a particular purpose. This section shall survive any termination of this Agreement.

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 claims, demands, suits, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses 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 of 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; (d) any violation or infringement (or claim of violation or infringement) by Exhibitor of any law or ordinance or of the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims arising out of or relating to Exhibitor's actions; 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-/VII 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 $1,000,000 per occurrence, $2,000,000 in the aggregate, combined single limit for broad form bodily injury and property damage, including coverage for personal injury, contractual liability coverage with respect to this Agreement, and operation of mobile equipment, premises, products/completed operations liability coverage, liquor liability (if 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); (d) Umbrella Liability Insurance, with limits of at least $1,000,000 per occurrence and in the aggregate; and (e) Employers Liability/Stop Gap Liability Insurance with limits of at least $500,000 for each occurrence. The CGL and Automobile insurance policies shall (a) name as additional insureds Emerald, 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 Exhibitor and/or Emerald or Facility 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. 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 subrogation against any additional insured. Copies of certificates of insurance, satisfactory to Emerald, shall be furnished to Emerald thirty (30) days before the Event. Exhibitor may not be permitted to enter the Facility until these requirements have been met. Certified copies of the certificates of insurance shall provide that if any of the above-described policies are cancelled before the expiration date thereof, notice will be delivered to Emerald in accordance with policy provisions.

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 whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party 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 limiting 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 specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to begin installing its display in its assigned space 24 hours prior to the Event opening or leaves its space unattended at any time during published Event hours, 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 control, is delayed in arrival or set-up, it must notify the appropriate Emerald contact immediately. Additionally, (a) only Exhibitor will be 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 Time; (b) Exhibitor must vacate its booth by the posted move-out time listed in the Exhibitor Service Manual; (c) no one under 18 years of age (or as required by the applicable Facility) shall be admitted on the show floor during move-in/out days of the Event; and (d) no breakdown, dismantling of exhibit, or sale and subsequent removal of exhibit merchandise is permitted before the Event officially ends. If Exhibitor violates subsection (d) hereof, it will be assessed an early breakdown fee of $500 and may be denied booth space access at future events. Exhibitors that leave excessive materials in their booth space at the end of the published move-out time will be invoiced for labor costs to remove such materials and for any disposal charges. Unless approved in advance by Emerald in writing, the following sales are strictly prohibited during the Event: (a) any retail sales including, but not limited to, any retail sales in violation of the retail sales tax regulations where the Event is being held; (b) any sale where display merchandise changes hands during the Event; and (c) any direct sale from Exhibitor to consumer. The Event is strictly business to business. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior written consent of Emerald.

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 understands and agrees that representatives from various media may visit the Event and photograph, videotape or otherwise record portions of the Event and include any 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 expires 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 modify in any way the Marks or other trademarks of the Event or of Emerald. By entering into this Agreement and providing contact information, including a telephone number, Exhibitor and its affiliates explicitly consent 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 autodialed calls, regardless whether the phone number appears on the National Do-Not-Call Registry (or state equivalent). Exhibitor consent is not required to purchase 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 (i.e., tables, chairs, displays, etc.) must not protrude into the aisles under any circumstance. Balloons 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 viewing the exhibit or watching demonstrations. The use of devices for mechanical reproduction of sound or music may or may not be permitted in Emerald's sole discretion. Sound of any kind must not be projected outside of Exhibitor's exhibit space. Exhibitor is responsible for acquiring any necessary license to play copyrighted music or otherwise utilize third party materials subject to copyright or other protections. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, 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, aisles, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc. 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 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 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 expense.

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 Emerald 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 of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court and must follow and enforce the Agreement and these Terms and Conditions as a court would. Arbitrations will be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules, which are available at www.adr.org. If Exhibitor commences an arbitration, Exhibitor will be responsible for filing fees and arbitrators' fees as set forth in the AAA rules. To commence an arbitration, Exhibitor must send written notice to Emerald attn.: Legal Department, 31910 Del Obispo, Suite 200, San Juan Capistrano, CA 92675, and to the AAA, fully describing any and all claims. If Emerald commences arbitration against Exhibitor, Emerald will be responsible for filing fees and may provide written notice to Exhibitor at any physical or email address Exhibitor provided 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, NY, 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 waive any right to a jury trial. This section shall survive any termination of 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 to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. 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 is null and void. No provision or part of this Agreement or remedy hereunder may be waived except 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 itself 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 and supersedes any prior written or oral understandings, agreements or representations by or between Emerald and Exhibitor relating to the subject matter contained herein. Any amendment to this Agreement must be in writing and signed by an authorized representative of Emerald. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. 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. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email of scanned copies or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.