



**EDUCATION:** 30 JUNE-3 JULY **SHOW FLOOR:** 1-3 JULY

**Shanghai New International Exhibition Centre**

## EXHIBIT CONTRACT FOR TRADE SHOW SPACE & SERVICES

The online contract can be accessed by visiting [IAAPA.org/ExpoAsia2025contract](http://IAAPA.org/ExpoAsia2025contract).

### COMPANY AND CONTACT INFORMATION

COMPANY NAME: \_\_\_\_\_

EXHIBITING AS (Company name on floor plan): \_\_\_\_\_

COMPANY ADDRESS (for receipt of Expo information and materials. Please DO NOT use PO Box.):  
\_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP/POSTAL CODE: \_\_\_\_\_

COUNTRY: \_\_\_\_\_

PHONE (Country Code) (City Code): \_\_\_\_\_ FAX (Country Code) (City Code): \_\_\_\_\_

MEMBER ID: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

*E-mail contacts will receive all show-related information.*

PRIMARY CONTACT: \_\_\_\_\_ CONTACT E-MAIL: \_\_\_\_\_

*(For important Expo updates)*

SECONDARY CONTACT: \_\_\_\_\_ CONTACT E-MAIL: \_\_\_\_\_

### CONTRACT REQUIREMENTS (CONTRACTS CANNOT BE PROCESSED WITHOUT THIS INFORMATION)

MAIN EXHIBIT FLOOR: TOTAL SQUARE METERS REQUESTED: WIDTH: \_\_\_\_\_ DEPTH: \_\_\_\_\_

PREFERRED BOOTH CHOICES WITHIN PAVILION:

1ST: \_\_\_\_\_ 2ND: \_\_\_\_\_ 3RD: \_\_\_\_\_ 4TH: \_\_\_\_\_

MAIN PRODUCT DESCRIPTION:  
\_\_\_\_\_  
\_\_\_\_\_

COMPANIES YOU DO NOT PREFER TO BE NEAR (LIST UP TO FOUR COMPANIES BY NAME):  
\_\_\_\_\_  
\_\_\_\_\_

COMPANIES YOU DO PREFER TO BE NEAR (LIST UP TO FOUR COMPANIES BY NAME):  
\_\_\_\_\_  
\_\_\_\_\_

### PAYMENT INFORMATION

#### PAYMENT TERMS AND SCHEDULE:

25% DUE WITH CONTRACT

50% DUE BY 4 OCTOBER 2024

100% DUE BY 4 APRIL 2025

#### PLEASE CONTACT ME.

- I AM INTERESTED IN SPONSORSHIP AT IAAPA EXPO ASIA.
- I AM INTERESTED IN ADVERTISING OPTIONS.
- I AM INTERESTED IN A DIGITAL BOOTH UPGRADE

\*By signing the contract, the exhibitor agrees to the payment schedule, and, if exhibitor fails to adhere to the plan, exhibitor agrees to pay the (higher) standard rate. Booth space will not be assigned without a 25% deposit.

<b>BOOTH RATES</b>	<b>EARLY BIRD</b> Through 14 June 2024	<b>STANDARD</b> After 14 June 2024	<b>SQM</b>	<b>TOTAL</b>
Member: Shell Scheme LESS than 36 SQM	<input type="checkbox"/> \$499	<input type="checkbox"/> \$599	x _____	= US\$ _____
Member: Space Only LESS than 36 SQM	<input type="checkbox"/> \$449	<input type="checkbox"/> \$549	x _____	= US\$ _____
Member: Shell Scheme MORE THAN 36 SQM	<input type="checkbox"/> \$429	<input type="checkbox"/> \$529	x _____	= US\$ _____
Member: Space Only MORE THAN 36 SQM	<input type="checkbox"/> \$379	<input type="checkbox"/> \$479	x _____	= US\$ _____
Nonmember: Shell Scheme	<input type="checkbox"/> \$745	<input type="checkbox"/> \$745	x _____	= US\$ _____
Nonmember: Space Only	<input type="checkbox"/> \$695	<input type="checkbox"/> \$695	x _____	= US\$ _____
First Time Exhibitor: Shell Scheme	<input type="checkbox"/> \$499	<input type="checkbox"/> \$499	x _____	= US\$ _____
First Time Exhibitor: Space Only	<input type="checkbox"/> \$449	<input type="checkbox"/> \$449	x _____	= US\$ _____
Corner Fees	<input type="checkbox"/> \$200	<input type="checkbox"/> \$200		= US\$ _____
Compulsory Insurance Fee*				= US\$125

**Booth Rates (US Dollars) subject to change.**

Shell Scheme: Includes panels, carpet, lighting, counter, chairs, wastebasket, name board, and electricity.

\*Mandatory Insurance fee must be included with your booth purchase. IAAPA has negotiated a group rate for all exhibitors.

The Global Exhibitors Discount is US \$2 per sq. ft. and only applies for IAAPA Expo Orlando the same year with the final invoice but is not deducted from their Asia and Europe invoices.

IAAPA membership must be active with receipt of Contract to qualify for Member Rate.

**CONTRACTS SENT AFTER 4 APRIL 2025 MUST INCLUDE FULL PAYMENT.**

<b>SUBTOTAL</b>	= US\$ _____
<b>DEPOSIT DUE WITH CONTRACT</b>	= US\$ _____
<b>WIRE TRANSFER FEE</b>	= US\$ _____
<b>TOTAL FULL BALANCE DUE 4 APRIL 2025</b>	= US\$ _____

**TO PAY BY CREDIT CARD:**

Complete all information below and email to [ExhibitSales@IAAPA.org](mailto:ExhibitSales@IAAPA.org).

Amex  Visa  MasterCard  Discover

CARD NUMBER \_\_\_\_\_

CARDHOLDER NAME \_\_\_\_\_

CARDHOLDER SIGNATURE \_\_\_\_\_

EX. DATE \_\_\_\_\_

SECURITY CODE \_\_\_\_\_

Please automatically charge applicable balance to this card according to the payment terms and schedule above.

**TO PAY BY WIRE TRANSFER:**

Complete all information below and send payment confirmation to [ar@IAAPA.org](mailto:ar@IAAPA.org).

Please add a US \$25 transaction fee for all wire transfers. To complete a wire transfer, you will need the following information:

**Bank of America**

1501 Pennsylvania Avenue, N.W.

Washington, DC 20005

ABA 026009593

Swift Code (if needed): BOFAUS3N

Beneficiary: IAAPA

For credit to IAAPA Account: 0020-866-30597

Please reference your company name and invoice number.

Payment may not be properly applied if a copy of wire transfer is not sent to IAAPA at [ar@IAAPA.org](mailto:ar@IAAPA.org).

**MAKE ALL PAYMENTS PAYABLE TO IAAPA**

**OPTION 1: Check (in USD currency only)**

IAAPA

4155 West Taft Vineland Road

Orlando, FL 32837 United States

**OPTION 2: International Wire Transfer**

Must add a \$25.00 USD transaction fee for all wire transfers.

SWIFT Code (use for international wires only): BOFAUS3N

**Bank Account#: 0020-866-30597 (PAYABLE TO IAAPA)**

\*Each bank handles transaction fees differently, IAAPA will not waive fees incurred by your bank.

**OPTION 3: Domestic Wire Transfer (from USA accounts only)**

Must add a \$25.00 USD transaction fee for all wire transfers.

ABA/Routing Number (Domestic USA only): 026009593

**Bank Account#: 0020-866-30597 (PAYABLE TO IAAPA)**

**OPTION 4: ACH (from USA accounts only)**

ABA/Routing Number (Domestic USA only): 054001204

**Bank Account #: 0020-866-30597 (PAYABLE TO IAAPA)**

**Bank Address:**

Bank of America

1501 Pennsylvania Avenue, N.W.

Washington, DC 20005

By the signature or submission of the duly authorized representative below, Applicant/Exhibitor hereby requests and agrees to pay for exhibit space as assigned and accepted, and agrees to abide by the terms of the Exhibitor Contract, including the General Information, Terms and Conditions, rules in the Exhibitor Service Kit, and any rules and regulations adopted by IAAPA under the terms herein (collectively, the "Contract").

Applicant/Exhibitor understands and agrees that this Contract is binding when this application is submitted online via IAAPA's website or signed and returned to IAAPA or its sales agent, unless rejected by IAAPA. IAAPA reserves the right to reject any application or cancel any Contract for any reason. Any third-party agency signing on behalf of the Exhibitor will be held responsible for the fulfillment of the Contract.

Exhibitor consents to IAAPA's use, storage, and processing of the personal information and data provided by Exhibitor in connection with this application.

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

## IAAPA EXPO 2025 EXHIBITOR CONTRACT TERMS AND CONDITIONS

1. **Defined Terms:** The term "Event" refers to the International Association of Amusement Parks and Attractions ("Association" or "IAAPA") annual expo in 2025 under the name "IAAPA Expo" at the Shanghai New International Exhibition Centre ("Event Facility"). The term "Exhibitor" refers to, collectively, the entity or person that executes the Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or assigns, as applicable.
2. **Management:** IAAPA appoints an official service contractor to provide all show services to exhibitors.
3. **Payments:** All payments due are payable in US dollars.
4. **Exhibit Space and Qualifications:** The Event is a restricted exhibition designed to provide a showcase for goods and services either specifically designed for or customarily used by the attractions industry. IAAPA may restrict or remove any exhibit that IAAPA, in its sole discretion, believes is objectionable or inappropriate. The final exhibit space or location may vary from the Exhibitor's original requests. Exhibit space assignment for the Event does not imply similar exhibit space will be available in future events.
5. **Official Contractors and EACs:** In the interest of providing the best qualified craftspeople in numbers sufficient to handle the services necessary for operating the Event, IAAPA has contracted on an exclusive basis with official contractors to provide certain services. Services companies other than the official contractors may not perform these exclusive services. Non-exclusive services may be performed by Exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Service Kit, which is hereby incorporated into this Agreement by reference. IAAPA shall have no responsibility of any kind for the following: (a) performance or failure to perform by any contractor including the official Service Contractor; and (b) performance or failure to perform services to the Exhibitors by the Event Facility.
6. **Application for and Assignment of Space:** Anyone desiring to exhibit must file a written application with the Association at IAAPA Headquarters, 4155 West Taft Vineland Road, Orlando, FL 32837 or with its sales agent or utilize the online Contract.
  - a. Space will be assigned to conform as nearly as possible in size, price and location to that requested - subject to approval of IAAPA.
  - b. The Association must receive Exhibitor's disapproval of any space assignment in writing within 5 business days from assignment.
  - c. Such rejection may be sent by e-mail to the Association, but will only be valid upon confirmation of receipt by the Association.
- d. IAAPA may change the floor plan or the location of an Exhibitor's booth if IAAPA, in its sole discretion, determines that to do so is in the best interest of the Event. IAAPA will consider but not guarantee "not next to" requests and assumes no liability where these requests cannot be accommodated.
7. **Cancellation of Exhibit Space:** All cancellations must be submitted in writing to IAAPA at: ExhibitSales@IAAPA.org. Upon receipt of cancellation notice from Exhibitor, IAAPA shall have no further obligations to the Exhibitor under the Contract. If Exhibitor fails to make any payment when due or otherwise breaches its obligations under this Contract, IAAPA reserves the right to treat such breach as a cancellation by Exhibitor subject to the liquidated damages set out below.
8. **Cancellation Deadlines and Liquidated Damages:**
  - a. US \$500 - Written cancellation or space reduction received from receipt of contract through October 3, 2024.
  - b. 50% of the total space cost for any cancellation or space reduction received in writing by October 4, 2024 through April 4, 2025.
  - c. 100% of the total space cost for any cancellation or space reduction after April 4, 2025.Exhibitor agrees that payments or deposits made by Exhibitor may be used toward satisfying any cancellation fees due to IAAPA under the Contract.
9. **Administrative Fees for Booth Changes and Moves:** Upon receipt and approval of a booth change or move request, IAAPA may charge administrative fees of US \$500 for requests once space has been assigned.
10. **Cancellation or Postponement of Event:** It is mutually agreed that, in the event that the Event is canceled for any reason, then and thereupon the Contract will be automatically terminated and IAAPA management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made. IAAPA may postpone the Event, or decide to hold all or part of the Event virtually, for any reason, and Exhibitor acknowledges and agrees that in such an event, the Contract shall remain in full force and effect for the virtual Event or the new Event dates. The parties acknowledge and agree that IAAPA shall not be in breach of the Contract by virtue of the cancellation or postponement of the Event, or the decision to hold all or any part of the Event virtually.
11. **Compliance:** IAAPA and the Exhibitor agree that the activities contemplated by the Contract have a specific and limited scope and are consistent with IAAPA's nonprofit status and tax exemption classification. Exhibitor hereby agrees to be bound by these Terms and Conditions, the Exhibitor Services Guide, the IAAPA Member Code of Conduct available at <https://www.iaapa.org/about-iaapa/iaapa-member-code-conduct>, the IAAPA Expo Show Policies available at <https://www.iaapa.org/iaapa-expos-show-policies>, and any additional rules, regulations, and information as may be adopted and communicated by IAAPA or the Event Facility. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the Event Facility; (ii) any rules or regulations of said Event Facility; (iii) the terms of all leases and agreements between IAAPA and the managers or owners of the Event Facility; (iv) the terms of any and all leases and agreements between IAAPA and any other party relating to the Event; and (v) all federal, state, and local laws, codes, ordinances and rules; without limiting the foregoing, Exhibitor shall construct its displays to comply with the Americans with Disabilities Act. Exhibitor shall not, nor shall Exhibitor permit others to, do anything to its exhibit space or do anything in the Event Facility that would cause a difference in conditions from those previously approved by the insurance carriers of IAAPA, or the owners or managers of the Event Facility, which will in any way increase premiums payable by any of said parties, and Exhibitor shall be responsible for any such increase resulting from violation of this section. IAAPA will not interpret laws, regulations and ordinances for any Exhibitor.
12. **Specific Policies:**
  - a. All exhibitors must adhere to all rules and regulations pertaining to displays and product as outlined in IAAPA Booth Specifications and diagrams included in the Exhibitor Services Guide.
  - b. Exhibit activity or soliciting by any non-exhibiting firm or person on the trade show floor and/or on any property under the supervision or under the contract of IAAPA during the Event is strictly prohibited.
  - c. Hours and dates for installing, occupying, and dismantling exhibits will be specified by IAAPA. If Exhibitor fails to install its display in its assigned space by 5:00 p.m. (17:00) on June 30, 2025, or leaves its space unattended during the Exhibit hours, IAAPA may reassign the allocated space to another applicant or use the space as it deems appropriate, in its sole discretion, without releasing Exhibitor from any liability or obligation, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed. Exhibitor agrees to keep exhibit properly staffed and intact during show hours.
  - d. Early dismantle of booth space is strictly prohibited.
  - e. No cash and carry sale of goods as in a retail setting is permitted from an exhibit booth or in the Event Facility.
  - f. No food or beverages may be sold on the premises, although samples may be given away in limited portions.
  - g. IAAPA reserves the right in its sole judgment to prohibit or close any display or activity because of noise, odors, or

- other disturbing features that may be offensive to other exhibitors or attendees. Furthermore, this discretionary right of IAAPA applies to any demonstration or activity by any exhibitor that results in obstruction of booth line-of-sight and/or access to a nearby exhibitor's booth by either attendee/buyers or exhibitors.
- h. Exhibitors demonstrating amusement rides and/or offering rides to show attendees or guests are solely responsible for compliance with all federal, state, and local laws and regulations governing the operation of rides, and for securing in advance all approval necessary to demonstrate and offer rides during the show dates.
  - i. All personnel working in an exhibit booth must be employees of the exhibiting company.
  - j. Each exhibiting company receives five (5) exhibitor staff badges for the first booth of 9 net square meters and two additional badges for each increment of 9 net square meters up to a maximum of 50 badges per booth.
  - k. Additional badges are at the prevailing member/nonmember rate. Booth personnel must show company business card for admission.
  - l. Lost badges and tickets must be repurchased at the full value.
  - m. IAAPA will charge the exhibitor a US \$300 penalty per exhibitor staff badge used by a non-exhibiting attendee.
  - n. Booth personnel must display their badges at all times.
  - o. No exhibitor is allowed to assign, sublet, or apportion the whole or any part of the space allotted or exhibit any goods other than those manufactured or sold in the regular course of business by the exhibitor.
  - p. Exhibit seniority is tied to a company, not an individual. Seniority is considered an asset during a merger and/or acquisition. A company must provide official documentation showing proof of ownership to IAAPA.
  - q. An exhibiting company may co-locate with another company if they have 51% or greater ownership. Proof of ownership must be provided to IAAPA prior to assignment.
  - r. An exhibiting company can promote a third-party company's product/service in their booth if they are at least a minority stakeholder in the third-party company's product/service or are a distributor for the third-party company. Only the third-party product/service can be promoted in the booth and may not be the sole product/ service being promoted. The third-party company name/logo cannot be displayed as an exhibitor. Proof of the sales agreement must be provided to IAAPA upon request
  - s. Exhibitors are prohibited from engaging in an exhibit activity in any space other than that which has been contracted.
  - t. Suitcasing." Please note that while all Event attendees are invited to the exhibition, any attendees who are observed to be

- soliciting business in the aisles or other public spaces or in another company's booth will be asked to return their badges and to leave the show floor immediately. Violators will not be allowed to return to the show and no refunds will be made. Additional penalties may apply. IAAPA asks that both attendees and exhibitors report any violations they may observe to the Show Office.
- u. "Outboarding." Outboarding is defined as marketing, sales, and hospitality events conducted by exhibitors and others capitalizing on the presence of buyers and/or sellers attending the original show without previously notifying the original show organizer and finalizing an arrangement that benefits both parties. This practice is considered unethical. It includes practices such as "coat-tailing," "piggy-backing," co-location of events, and large-scale hospitality events, particularly during show hours. Outboarding is expressly prohibited and violators will jeopardize current and future participation in IAAPA Expos.
  - v. Exhibitor literature and printed materials, including trade publications, may only be distributed from within an exhibitor's booth space and may not appear in any other public space of the Event Facility or that of the contracted IAAPA hotels. Certain sponsoring opportunities are exempt from this rule.
  - w. Exhibitors with products, the sale of which may be illegal in certain jurisdictions, must display a sign in their booth space to that effect.
  - x. Manufacturers and other exhibitors of equipment that may be considered to be gaming equipment, devices or other products are responsible for determining that they can legally exhibit such items in Florida and Orlando.
  - y. Exhibitors are responsible for any damage done by them or their employees.
    - i. No nails, bolts, tacks, or screws shall be driven into the wall, woodwork, or floor of the Building. No staking is permitted in the parking lots.
    - ii. The use of flammable substances as decorative materials is prohibited.
    - iii. All decorative fabrics must be flame proofed in accordance with City and Exhibit fire regulations.
    - iv. No gasoline, kerosene, acetylene or other flammable or explosive substances are permitted in the building.
    - v. Exhibitors using grease or oil in the preparation of food must utilize cooking hoods to prevent splatter.
  - z. Exhibitor warrants and represents that the Exhibit and all related materials, including but not limited to photographs, written materials, and display models (collectively, the "Exhibit"), does not violate any proprietary or personal rights of others (including, without limitation, any copyrights, patents or privacy rights); that the Exhibit constitutes the Exhibitor's own original work or property, or that the

Exhibitor has permission from the rightful owner to use such work or property. The Exhibitor agrees to indemnify and hold harmless IAAPA, its officers, directors, members, assignees, and agents, from and against any and all claims, actions, losses, demands, costs, attorneys' fees and all other expenses relating or incidental to, or arising directly or indirectly from, the inaccuracy or breach of any of the warranties and representations contained in this section.

### 13. Data Protection:

- a. For the purposes of the Contract, the following terms shall have the following meanings: i. "Privacy Legislation" means all laws and regulations, including (without limitation) the laws and regulations of the European Union, the European Economic Area and their member states, and the United Kingdom, laws and regulations of the People's Republic of China ("PRC"), and any other jurisdictions, which are applicable to the processing of Personal Data under the Contract, including (without limitation) the EU General Data Protection Regulation (2016/679) including as it applies in the United Kingdom pursuant to the European Union (Withdrawal) Act 2018 ("GDPR"), the PRC Personal Information Protection Law ("PIPL") applicable to an Exhibitor incorporated in China, etc.; and
- b. "Data Controller", "Data Subject(s)" and "Personal Data" each have the meanings given to them in the GDPR.
- c. The parties acknowledge and agree that each party shall be a separate Data Controller in respect of the Personal Data received from the other party and processed in relation to the Contract and each party shall be responsible for its compliance with the Privacy Legislation. The parties shall process the Personal Data received from the other party in accordance with its applicable privacy notice and the Privacy Legislation and solely for purposes related to the performance of the Contract.
- d. Should Exhibitor transfer Personal Data to IAAPA, Exhibitor represents, warrants and guarantees that (i) the Personal Data has been collected in strict compliance with the applicable Privacy Legislation; (ii) it has properly notified the Data Subjects concerned that their Personal Data may be transferred to third parties including IAAPA and any other information to be notified to the Data Subject(s) if so required by the applicable Privacy Legislation; and (iii) Exhibitor has all necessary rights to transfer the Personal Data to IAAPA and such transfer of the Personal Data is and shall be in compliance with the applicable Privacy Legislation.
- e. To the extent IAAPA processes Personal Data in a territory outside of the European Economic Area or the United Kingdom that does not provide adequate protection for Personal Data (pursuant to applicable Privacy Legislation) the parties hereby enter into the Standard Contractual



Clauses (controller to controller transfers) as approved by the European Commission Decision (EU) 2021/914 (and, where applicable, amended by the United Kingdom's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses), or any set of clauses approved by the European Commission or a supervisory authority which subsequently amends, replaces, or supersedes the same ("SCCs"). The SCCs are incorporated by reference in, and form an integral part of, the Contract, in respect of any transfer of Personal Data from Exhibitor (as "data exporter") to IAAPA (as "data importer") where such transfer would be prohibited by applicable Privacy Legislation (or by the terms of data transfer agreements put in place to address the data transfer restrictions of applicable Privacy Legislation) in the absence of SCCs. Where the SCCs apply: (i) the optional provisions of the SCCs will not be included; (ii) unless otherwise agreed between parties the Republic of Ireland and the Irish Data Protection Commission shall be selected in relation to clauses 13, 17, and 18 of the SCCs; and (iii) the Annexes and Appendices to the SCCs shall be deemed populated in accordance with the relevant Order Form. Exhibitor agrees and acknowledges that any data other than Personal Data, which IAAPA has obtained from Exhibitor, may be freely shared with and transferred to IAAPA and IAAPA's affiliates and any third party for commercial purposes unless Exhibitor has specified to the contrary in writing stating what data may not be so shared or transferred.

f. Exhibitor acknowledges and agrees that its use of the Internet access and WiFi service provided by the Event Facility shall be in compliance with the applicable terms and conditions of use and that it will abstain from sending or receiving any message, data, file, content or signal that is in breach of law and order, common morality, legislation on press infringements, applicable Privacy Legislation, Internet copyright protection law, laws on the protection of minors, trade secrets, private correspondence or private information on the Internet.

g. Exhibitor understands and expressly acknowledges it has been informed that its rights, and those of any third party users who log on and use the Internet access and WiFi service provided by the Event Facility, to access, modify, delete or object to the processing of Personal Data and to the transmission thereof to any third parties, shall be exercised in accordance with the applicable Privacy Legislation and the legislation applicable in the United States of America.

**14. Listings and Promotional Materials;**

**Recording of Event:** By exhibiting at the Event, the Exhibitor grants to IAAPA a worldwide, perpetual, non-exclusive license to use, display and reproduce the name, trade names and product names of the Exhibitor in

any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in IAAPA promotional materials. IAAPA shall not be liable for any errors in any listing or descriptions or for omitting the Exhibitor from the directory or other lists or materials. IAAPA may also take photographs of the Exhibitor's exhibit space and personnel and may use them for IAAPA's business and promotional purposes. The Exhibitor warrants it owns or has right to use under a valid license, intellectual property to be used for promotion at the Event. The Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including digital formats) and hereby authorizes IAAPA and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. The Exhibitor hereby releases IAAPA and its designees from, and waives all claims it may have, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

**15. Liability, Hold Harmless, and**

**Indemnification:** Exhibitor agrees that neither the Event Facility nor IAAPA shall be liable for any claims, losses, damages, death, injuries or liability that may be sustained by any person who may be on the premises leased by or assigned to the Exhibitor, (including but not limited to) any agent, employee, representative or guest of the Exhibitor, or any other person or entity. The Exhibitor agrees that it will hold harmless and indemnify the Event Facility and IAAPA from any and all claims, including third party infringement claims, losses, damages, death, injuries or liability whatsoever (including without limitation, reasonable attorney's fees and costs) whether to property, person or otherwise, that arise in whole or in part from the omissions or willful misconduct or breach of the Contract by Exhibitor, or its agents, employees, representatives, guests or invitees related to or arising in connection with Exhibitor's performance under the Contract. In no event will IAAPA be liable to the Exhibitor, whether in contract or tort, for any amount in excess of the exhibit space rental fee in relation to any damages, including lost profits, arising out of or relating to the IAAPA Event, the rental of exhibit space, the conduct of IAAPA, any breach of the Contract, or any other act, omission, or occurrence. In no event shall IAAPA be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive or special damages or awards.

**16. Assumption of Risks; Releases.** The Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with the Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of the Exhibitor, whether caused by negligence, intentional act,

accident, act of God or otherwise. The Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither IAAPA nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to the Exhibitor. Neither IAAPA nor the Exhibit Facility shall be liable for, and the 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 described in this section.

**17. Insurance:** At the time of making the final payment for space under the Contract, and before beginning any work or efforts in connection with the Event, every exhibitor shall carry general liability insurance and name "IAAPA, the event facility, its entities, subsidiaries, agents, representatives, officers, staff, volunteers and employees" as additionally insured. The Exhibitor's policy must include special events, and must be primary as to any other valid and collectible insurance, but only as to the acts of the named insureds. The exact show dates including move-in and move-out must be included on this certificate, as well as policy numbers, effective dates, and limits. All policies shall evidence insurance written by a carrier licensed to do business in the country in which the Event is held. Minimum limits required to be carried by exhibitors displaying amusement rides and/or mechanical, electrical or other devices or displays involving audience participation, and any exhibitors using flammable materials or cooking equipment must carry a minimum US\$2 million per occurrence and have a total combined aggregate policy of US\$3 million. Certificate must read "Coverage for participants is not excluded." All other exhibitors are required to carry a minimum US\$1 million per occurrence and US\$2 million general aggregate. In addition, all exhibitors are recommended to obtain a minimum of US\$300,000 fire damage, US\$10,000 medical expenses, US\$1 million personal and advertised injury and US\$2 million products and completed operations policy. The coverages and limits set forth are considered minimum requirements and in no way limit the liability of the Exhibitor. Notwithstanding the above minimums, IAAPA reserves the right to require an insurance policy in excess of the amounts stated. The compulsory insurance fee to be paid with the contract is a supplemental policy IAAPA is taking out on behalf of the Exhibitor.

**18. Obligations At End of License:** Before the termination of the license period, Exhibitor shall vacate the Event Facility and the facilities and return the equipment in the same condition and repair as originally furnished to the Exhibitor, normal wear and tear excepted. In the event the Event Facility or the facilities are not so vacated, then IAAPA and/or the Event Facility is authorized, at the expense of the Exhibitor, to remove