

FLATSTOCK EXHIBITOR CONTRACT - Chicago 2023– FLATSTOCK 87

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 poster show that is scheduled to take place on July 21, 22, and 23rd at PITCHFORK MUSIC FESTIVAL, in Union Park, Chicago.

Payment. Exhibitor agrees to pay API \$475 for one table. This amount includes the \$25 Chicago business license fee owed by each exhibitor. Table assignments are at the sole discretion of the API. Should the table fee not be paid in full by June 9th 2023, 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 passes or PITCHFORK MUSIC FESTIVAL parcedreds provided by API or the organizers of PITCHFORK MUSIC FESTIVAL.

Use. Exhibitor agrees to set-up and tear-down only during times scheduled for those purposes (set-up 9 AM to 12 PM July 21 and tear-down after 9 PM July 23) and to staff the table during all poster show hours (12-10 PM). 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 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 Chicago Police Department and the Chicago 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 space. Exhibitor agrees to restrict the volume and method of audio and/or video playback and/or performance 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 API and the organizers of PITCHFORK MUSIC FESTIVAL, subject to sanctions including ejection and loss of FLATSTOCK credentials.

Termination. Exhibitor agrees that API has the sole right to terminate this Agreement at any time if deemed to be in the best interest of the poster show by API, 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 PITCHFORK MUSIC 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 canceled by the organizers of PITCHFORK MUSIC 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 - one to be preserved in the API archives and one to be preserved in the PITCHFORK MUSIC FESTIVAL archives. Exhibitor is not permitted to sell t-shirts or pre-recorded music at PITCHFORK MUSIC FESTIVAL.

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 a claim be brought against the API, Exhibitor agrees to defend the API at Exhibitor's expense.

Cancellation Policy. There will be no refunds for cancellations requested after June 24th, 2023. A full refund (less \$25 to cover expenses incurred by the API) may be granted at the API's discretion for a cancellation request received before June 24th.

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, 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 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): _____

Date: _____

Send signed agreement no later than June 9th, 2023 to Francisco@bureauprintresearchdesign.com