## **General Policies, Terms and Regulations:**

- **1. Limited Liability**—The liability of AFC for any act, error or omission for which it may be held legally responsible shall not exceed the cost of any cash payment. AFC will not, in any event, be liable for consequential damages, including, but not limited to, lost income or profits. AFC shall not be subject to any liability whatsoever for any failure to hold the Conference because of an act of God, outbreak of hostilities, insurrection, riot, civil disturbance, terrorism, government act or regulation, fire, flood, explosion, accident, theft, or any other cause beyond the reasonable control of AFC. Unintentional or inadvertent failures of either party to print, publish or circulate the other party's name and/or materials shall not be considered a breach of the Agreement.
- **2. Cancellation Policy**—Sponsor may not cancel this sponsorship after acceptance by AFC except for breach of this Agreement by AFC. Cancelled sponsorships, with the exception of those in breach of this Agreement by AFC, forfeit all monies paid to AFC and 100% of your balance is due.
- **3. General Terms**—The terms and conditions set forth in this document govern the relationship between AFC and sponsor. Unless expressly agreed to in writing by AFC, no other terms or conditions appearing in contracts, orders, insertion instructions or otherwise that conflict with the provisions of this Agreement shall be binding on AFC. AFC shall not be bound by conditions printed or appearing on order blanks or copy instructions that conflict with provisions of this Agreement. The waiver of any provision of this Agreement shall not be construed to be a waiver of either party's right to later require strict observation and performance of each of the provisions hereof. Facsimile transmission of a copy of this Agreement bearing a signature shall be deemed delivery of a signed original Agreement.
- **4. Severability**—If any section or provision of the terms listed above are deemed illegal by a competent court of law, all other provisions of this the contract shall remain in force.

Contract Acceptance—AFC will only accept a contract from an authorized representative with the full power and authority to sign and deliver the AFC 2016 Exhibit/Sponsorship Contract. The company signing the contract agrees to comply with all of the terms and regulations contained in this document and within the Sponsorship Prospectus, and all policies, rules, terms and regulations adopted after the publication of the original Sponsorship Prospectus, which AFC accepts as part of the Agreement. AFC reserves the right, in its absolute discretion, to reject any contract for sponsorship. Received, signed contracts will not become binding until fully executed by both parties (sponsor and AFC). No modification or amendment to received contracts shall be effective unless made in writing and signed or acknowledged by the party to be bound.

**Events Held in Conjunction with Conference:** While private events add to the experience of many conference attendees, **AFC must approve all events held from October 31-November 3, 2017** to avoid any conflicts with conference events. Please request approval from AFC prior to finalizing your plans.

**Payment for Participants:** It is suggested that the otal balance due be submitted with contract. Your booth and sponsorship items will not be officially reserved until your balance has been paid. In no case will a refund be made for a cancellation or reduction of space or sponsorship received after October 20, 2017. Should you cancel or reduce space or sponsorship after October 20, 2017, 100% of your outstanding total balance will still be due.

**Security:** AFC provides limited security service. Exhibitors are solely responsible for exhibit material and should insure the exhibit against loss or damage.

**Use of Space:** Exhibitors shall not assign, share, or sublet any space without written consent of AFC. Care must be taken that no display extend more than 8' above the floor or more than 10' in depth from the back wall of the booth, or interfere with the view of other exhibitors. No part of the display may exceed the height of the side walls except in the back half (4') of the booth. **Liability:** AFC, the Buena Vista Palace Hotel and the general services contractor will not be responsible for the safety of the property of the exhibitors from theft, fire, damages, accident, or other causes. Exhibitor agrees to protect, save, and hold AFC, the Buena Vista Palace Hotel, the general services contractor, and all agents and employees thereof (hereafter collectively called "indemnities") forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by negligence of the exhibitors or those holding under the exhibitor, and further, exhibitor shall at all times protect, indemnify, save and hold harmless the indemnities against and from and all losses, costs (including attorney's fees), damages, liability, or expense arising from or out of or by any reason of accident of bodily injury or other occurrence to any person or persons,

including the exhibitors, its agents, employees, and business invitees which arises from or out of by reason of said exhibitor's occupancy and use of the exhibition premises or a part thereof.

**Safety Regulation:** Exhibitors must adhere to all municipal and provincial laws, rules, and regulations. No combustible decorations may be used at any time: all drapes, table coverings, and other materials must comply with fire department regulations.

**Failure to Occupy Space:** The exhibitor, as specified in these rules and regulations, will forfeit space not occupied by the close of the exhibit installation period. This space may be resold, reassigned, or used by show management in any manner deemed suitable. There will be no refund for space not occupied and any outstanding exhibitor balance is 100% due.

**Show Cancellation:** If the conference or exhibit is cancelled due to circumstances beyond the control of AFC, AFC will not be held liable for any expenses incurred by the exhibitor beyond the rental cost of the booth space.

**Music Licensing:** The exhibiting company will be responsible for individual ASCAP/BMI licensing fees, if applicable to their exhibit presentation.

**Americans with Disabilities Act:** Exhibiting companies shall be responsible for making their exhibits accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold AFC harmless from any consequences of exhibiting company's failure in this regard.

**Selection of Exhibitors:** Only firms and organizations whose services are appropriately related to the purpose of AFC shall be permitted to exhibit. AFC reserves the right to decline or prohibit any exhibit which in its judgment is inappropriate, this reservation being all includes as to persons, things, printed matter, products and conduct.

**Union Regulations:** Exhibiting companies agree to comply with all union regulations as outlined by the hotel and the official general service contractor. It is the exhibit contact listed on the Application/Contract for Exhibit Space who is responsible for ensuring all their staff are aware of and in compliance with such regulations. Detailed information will be provided in the Exhibitor Service Kit.

**Sponsorship Reservation Policy:** Starting September 1, 2017 all non-purchased sponsorship opportunities become available on a first-come, first-served basis. Sponsors will be held to all rules listed in this prospectus.

**Process:** Beginning September 1, 2017, all remaining available sponsorships will be offered to all interested parties on a first come, first serve basis. Sponsored events will be awarded, as received, by the AFC office. Sponsorship will not be confirmed unless it is accompanied by payment. Telephone requests will not be accepted. You will receive confirmation of your event or be notified that your request has already been awarded after payment is received. Sponsorships are non-refundable.

**Deadlines:** In order to begin production of certain conference-related items, the deadline to invest in the 2017 AFC Annual Conference sponsorship program is October 1, 2017. After this date we will accept sponsorship contracts but cannot guarantee on-site materials will be placed in program or hall. All logos to be included in the AFC on-site program are due to AFC by October 1, 2017. AFC must approve any sponsorship requiring artwork or messaging prior to production. AFC accepts no responsibility to include your company name or description in the AFC on-site program or AFC website for your failure to sign up or provide requested information by the deadline dates listed.

**Sponsor Promotion and Marketing:** AFC reserves the right to use individual sponsorships and/or sponsor names in its marketing and advertising materials. However, AFC does not guarantee the use of any particular sponsorship company name or menu item in any such collateral, in part or in whole, and recognition will be solely for the benefit of AFC Annual Conference and AFC itself. Approved AFC sponsors will receive permission from AFC to use the designation as a 2017 conference sponsor, and the AFC Conference logo, in sponsor correspondence, collateral, exhibit booth space and on other AFC materials. AFC will supply sponsors with the approved AFC Conference logo upon receipt of a signed copy of the Agreement and payment.

**Post Conference Attendee Mailing List:** The Post Conference Attendee Mailing List is provided for one time use only. Misuse of this list will result in the loss of your appointment to select sponsorship items and booth placement for the 2018 AFC Annual Conference.

**Price and Payment Policy:** Please refer to the Sponsorship pages in this prospectus for individual sponsorship pricing. Sponsorship pricing may fluctuate year to year to allow for increases in production costs and materials. Sponsorship payments are due in full upon receipt of invoice and are non-refundable. Sponsorships not paid in full may be resold by AFC to other interested supporters and all payments made become nonrefundable and 100% of your current balance is due.