TERMS AND CONDITIONS

ELIGIBILITY TO EXHIBIT
Online submission of an Application/Contract for Exhibit Space or other communication requesting exhibition space at the Annual Conference constitutes an offer on the Applicant’s part to lease exhibition space. By submitting an application or making other communications regarding the leasing of exhibition space, the applicant acknowledges that AAID is under no obligation whatsoever to accept the application or other request for space. Nothing contained in the Exhibitors’ Prospectus Application or other information, or material prepared or provided by AAID, grants or confers any right or rights on an applicant to obtain, lease or rent exhibition space. This exhibition is designed for the display and demonstration of products and services relating to the practice and advancement of the art and science of oral implantology and the professional education of AAID members. AAID reserves the exclusive right to determine the eligibility of all exhibitor space applicants, product, promotion or part thereof, that in its opinion is not in keeping with the character or purpose of the AAID or is marketing goods and services other than those approved goods and services outlined in the Application/Contract. Exhibitors shall not make misleading claims.

CONTRACT FOR SPACE
The information contained in the Exhibitor Prospectus, the Application for Space, and the Formal Notice of Assignment constitute a contract for the right to use the space allocated.

BOOTH ASSIGNMENT PROCEDURE
Sponsor booths are selected first, followed by non-sponsor exhibitors. Sponsors who apply for sponsorship after June 1, 2018, may not necessarily be guaranteed premium exhibit location. Non-sponsor exhibitors will be given the opportunity to select their booth based on a priority point system:

• 1 point awarded for each year of Annual Conference exhibit hall participation (1993-2017)
• 1 point for each 8’ x 10’ booth space occupied (1993-2017)
• 1 point for every $2,500 donated to the AAID Foundation (2017)
• 1 point for accepted AAID Foundation Silent Auction donation (2017)
• 1 point for every $5,000 advertising dollars spent in AAID publications (2017)
• 1 point for participants in the AAID Member Advantage Program (2017)
• Exhibit hall participation and booth space points are the only points that accrue annually.
The company contact will receive an email from the AAID with the date and time at which the booth selection can be made. Full payment is required prior to a booth assignment. AAID reserves the right to adjust the floor plan, relocating exhibit booths as necessary. In the event of a company merger/acquisition, only the higher priority point total of the two merging companies will be recognized. Merging companies may not combine their priority points to achieve a higher ranking. AAID must be notified in writing in order for the acquiring company to assume the higher point total.

**SUBLETTING SPACE**
The subletting, assignment or apportionment of the whole or any part of this exhibit space by any exhibitor is prohibited. No exhibitor may permit any other party to exhibit in its space any goods other than those manufactured or handled by the contracting exhibitor in the regular course of its business, nor permit the solicitation of business by others within its space. Advertising material or signs of persons or firms other than those actually engaging the space are prohibited.

**EXHIBITOR LISTING**
Exhibiting companies will be listed in the Program Guide if information is received by AAID by the established deadline. This publication contains an alphabetical listing with booth number, contact information and a description of exhibitors’ products and/or services.

**SPACE RENTAL FEES**

<table>
<thead>
<tr>
<th>BOOTH SIZE/LOCATION</th>
<th>On or before June 1</th>
<th>After June 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>8x10’ inside</td>
<td>$3,600</td>
<td>$3,800</td>
</tr>
<tr>
<td>8x10’ corner</td>
<td>$4,100</td>
<td>$4,300</td>
</tr>
</tbody>
</table>

**PAYMENT SCHEDULE**
The total booth rental fee must accompany the signed Application/Contract before booth space is selected. Applications will not be processed nor space guaranteed without the required payment. The online Application/Contract for Exhibit Space and the payment must be received before a company can reserve space. Telephone reservations will NOT be accepted.

**CANCELLATION BY SPONSORING COMPANY**
Notification of sponsorship cancellation or reduction of sponsorship must be made in writing or in an email to exhibits@aaid.com and received on or before the dates listed. Cancellations sent via fax will be accepted at 312.335.9090.
Cancellations for any reason are subject to the following refund schedule and terms:

Date written cancellation received by AAID and amount retained:
On or before July 30, 2018: $1000
July 31 to August 20, 2018: 50% of total sponsorship
August 21 to August 31: 75% of total sponsorship
After August 31: 100% of total sponsorship will be retained by AAID.

All cancellations must be in writing and refunds will be based on the above schedule according to the email date, postmark or facsimile transmission date on the refund request.

CANCELLATION BY EXHIBITING COMPANY
Notification of booth space cancellation or reduction of booth space must be made in writing or in an email to exhibits@aaid.com and received on or before the dates listed. Cancellations sent via fax will be accepted at 312.335.9090. There will be no refund for exhibitors who for any reason do not exhibit at the AAID Exhibition and have not submitted a written cancellation request prior to the deadlines outlined. Exhibitors canceling exhibit space must also cancel hotel reservations. Any cancellation or reduction of booth space for any reason is subject to the following refund schedule and terms:

Date written cancellation received by AAID and amount retained:
On or before July 30, 2018: $200 per booth
July 31 to August 20, 2018: 50% of total booth rental fee
August 21 to August 31: 75% of total booth rental fee
After August 31: 100% of total booth rental fee will be retained by AAID.

The retained rental fees will cover direct and indirect costs incurred by AAID for organizing, setting up and providing space for exhibitor, and losses and additional expenses caused by exhibitor’s withdrawal including reletting the space. All cancellations must be via email or in writing and refunds will be based on the above schedule according to the email date, postmark or facsimile transmission date on the refund request. No exceptions.

EXHIBIT HALL INFORMATION
The Exhibit Hall is carpeted. Booth cleaning is mandatory after move-in and is NOT included in the exhibit rental fee. The AAID has the right to order daily cleaning if booth appearance is unsightly. Cost will be charged to the exhibiting company. The exhibition will be in the Marsalis Hall. Carpet is gray and white. Ceiling height in the main part of the exhibit hall is 14’.
FACILITY PROTECTION
Nothing may be taped, posted, nailed, screwed or otherwise attached to columns, walls, drape, floor or any interior or exterior surface of the exhibit hall or furniture contained in the facility. The use of stick-on decals is discouraged and the distribution and display of helium balloons are prohibited in the exhibit hall.

GENERAL BOOTH CONSTRUCTION AND ARRANGEMENTS GUIDELINES
Booth decorations are to be professional, standard booth design. When designing exhibits and planning for the display of products and literature, for both in-line and island booths, good judgment and consideration for neighboring exhibitors and attendees should be the exhibitor’s primary objective. No signs, parts of exhibits, supplemental lighting or any other exhibit material may be suspended from or attached to the ceiling of the exhibit hall. Exposed or unfinished sides and/or backs of exhibits and displays must be draped or finished so as to present an attractive appearance when viewed from aisles or adjoining exhibits. All exhibits will be inspected during setup and, at the direction of AAID, the decorator will install draping at the exhibitor’s expense to any part of the exhibit deemed objectionable by other exhibitors or AAID.

STANDARD BOOTH
All linear booths are 80 sq. ft. (8’ x 10’) unless otherwise noted. Booths have a back wall drape that is approximately 8’ high with sidewall drapes that are 36” high. If booth layout design exceeds 8’ in height, booth design must be approved by AAID staff. All display fixtures over 4’ in height and placed within 10 linear feet of an adjoining exhibit must be confined to that area of the exhibitor’s space that is at least 5’ from the aisle line. The intent of the height and depth restrictions is that each exhibitor is entitled to a reasonable sight line from the aisle regardless of the size of exhibit. Exhibits are not permitted to span an aisle by ceiling or floor covering. AAID reserves the right to relocate any booth in the hall.

AMERICANS WITH DISABILITIES ACT
Each exhibitor shall be responsible for compliance with the Americans with Disabilities Act (ADA) within its booth and assigned exhibit space including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at www.usdoj.gov/cart/ado/infoline.htm.

REGULATIONS
Children under 12 years of age are not allowed into the Exhibit Hall under any circumstances. This policy has been established for the safety of the children of AAID members and other conference attendees. Your support and compliance are appreciated.
LIABILITY AND INDEMNIFICATION

It is mutually agreed that the AAID and the facilities in which the AAID conference are being conducted shall not be held liable by an exhibitor for any damage to or for the loss or injuries to the exhibitor resulting from any cause. All claims for any such loss, damage, or injury is expressly waived by the exhibitor.

Exhibitor agrees to defend, indemnify and hold harmless they Hyatt Regency Dallas, the American Academy of Implant Dentistry, their respective owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively “Indemnitees”), from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which any Indemnitee, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the exhibitor, its officers, directors, employees, agents, contractors, or any other person or organization hired by the Exhibitor. Exhibitor's liability shall include, but not be limited to, all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees, and business invitees which arise from or out of the exhibitor's occupancy and use of the conference facility or any part thereof. The term of this section shall survive the termination or expiration of the Application/Contract.

CERTIFICATE OF INSURANCE

All exhibitors must send an original certificate of insurance to the American Academy of Implant Dentistry by August 31, 2018. No exhibitor will be allowed to set up without the required certificate of insurance. Your certificate of insurance should meet the following requirements:

1) Your company must be listed as the insured.
2) You must carry and maintain a minimum of $1 million insurance coverage that provides general liability coverage, coverage against damage to persons and property, and hazard insurance, insuring the exhibitor's property and its exhibit space, to fully protect it and AAID and the additional insured (see below) against all risks in connection with its exhibit at the AAID 67th Annual Conference, or under the 2018 Rules and Regulations, or otherwise.
3) Required dates must cover the dates of the expo, including set-up and breakdown: September 26-29, 2018
4) All insurance shall name as additional insured Freeman Companies and the Hyatt Regency Dallas.
5) The certificate holder must be listed as follows:

American Academy of Implant Dentistry
67th Annual Conference
211 E. Chicago Avenue, Suite 750, Chicago, IL 60611

If you do not carry general liability insurance, you may purchase this in the form of event insurance. The AAID and Hyatt Regency Dallas will not be responsible for damage or loss to any property of the exhibitor, including the shipping containers brought into or used in or about the expo floor, nor for any acts or omissions of the exhibitor's employees, agents or representatives.

SECURITY
As a courtesy to exhibitors, the AAID will provide security service in the exhibit area. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

CANCELLATION BY AAID
Should any circumstance beyond the control of, and not the fault of AAID interrupt, prevent or materially affect the AAID Conference from being held as scheduled, or the exhibit space not being available for uses herein specified due to war, governmental action or order, act of God, fire, strikes, labor disputes or any other causes beyond the control of AAID, then this Application/Contract shall terminate and the exhibitor hereby waives any claim against AAID for damages of any kind or nature by reason of such termination except that AAID shall determine an equitable basis for the refund of such portion of the exhibit fees as is possible, after due consideration of expenditures and commitments already made.

ABANDONED SPACE
Any space not completely set-up by 9:30 am on Thursday, September 27, except with express permission of AAID Show staff, or last in, first out as noted on floor plan, will be regarded as abandoned and may be resold or reassigned by AAID with no refund of rental fees to original exhibitor. Each exhibit must be open for the full duration of show hours. An exhibitor who abandons its space prior to the official show close (except with permission of AAID Show Management) may forfeit their priority points earned in 2018. AAID has sole authority on whether an excuse for delay or abandonment is acceptable.

FIRE AND SAFETY REGULATIONS
Federal, state and city fire laws must be strictly observed. Aisles must be kept clear of boxes and crates during installation and dismantling. Empty boxes and crates may not be stored in exhibit booth or behind drapery. Wiring must comply with fire department
and underwriters’ rules. All decorations must be flame retardant to the satisfaction of the Fire Department and the Fire Marshall’s requirements. All table coverings, walls, paper, or any decorative material whatsoever must have a flameproof certificate or tag. All certificates must be prominently attached to the material so they can be easily seen by the facility Fire Marshall. This does not apply to your product or any decorations provided by the official service contractor.

HAZARDOUS WASTE DISPOSAL
Hazardous waste is any material being stored, recycled, or thrown away that could cause injury or death, or pollute air, land, or water. Exhibitors who utilize material fitting any of these criteria should inform AAID and the Hyatt Regency Dallas staff of the presence and planned disposition of hazardous waste at the time of space application to allow for thorough planning and preparation.

OFFICIAL SERVICE CONTRACTOR AND MATERIAL HANDLING
FREEMAN
5130 Cash Rd. Dallas, TX 75247
(214) 634-1463

SERVICE DESK
A service desk will be open at 12:00 pm on Wednesday, September 26. Here exhibitors may verify, check, and adjust their requirements for installation, furniture, equipment and other auxiliary services. This service will be available:

Wednesday 12:00 pm - 5:00 pm
Thursday 8:00 am - 7:00 pm
Friday 9:30 am - 5:00 pm
Saturday 11:00 am - 5:00 pm

Please note: Service desk hours are subject to change.

SERVICE KIT
The Exhibitor Service Kit, containing order forms for the most often needed exhibitor services, will be sent by email and posted on the exhibitor portion of the event website by July 31, 2018. Exhibitors are responsible for forwarding the kit on to suppliers who may be ordering services on their behalf.

ELECTRICAL SERVICES AND UTILITIES
Electrical requirements, projection requirements, and all furniture and accessories are the responsibility of the exhibiting company. Order forms for the above services and equipment will be included in the Exhibitor Service Kit, which will be sent by email and posted on the exhibitor portion of the event website.
INSTALLATION

Wednesday, September 26, 2018
12:00 pm - 5:00 pm
Installation of exhibits must be carried out during the times listed. All crates must be available for removal no later than 5:00 pm Wednesday. Any exhibit not set up by 8:00 am Thursday (or for which arrangements to set up have not been made) will automatically be set up at the exhibitor’s expense and liability. Any booth not occupied by 9:30 am Thursday may be assigned to another exhibitor unless AAID staff has been made aware of extenuating circumstances. There will be no refund to the original exhibitor. Exhibitors who need to work past 5:00 pm Wednesday must obtain permission from AAID.

DISMANTLING

Saturday, September 29, 2018
11:00 am - 3:00 pm
No packing of equipment or literature, or dismantling of exhibits is permitted until exhibit closing time, 11:00 am Saturday, September 29. Any exhibit not dismantled by 3:00 pm or for which arrangements for tear-down have not been made will automatically be dismantled at the exhibitor’s expense and liability for proper dismantle. The floor must be cleared by 3:00 pm. Exhibitors who dismantle early without express permission of show management will forfeit all points earned at the 2018 conference.

LABOR

To assist you in planning for your participation in this upcoming exposition, we are certain you will appreciate knowing in advance that union labor may be required for certain aspects of your exhibit handling. To help you understand the jurisdiction the various unions have, we ask that you read the following sections.

Material Handling
Exhibitors may hand-carry their own materials into the exhibit facility. Hand carry is defined as small items such as cartons and packages that an exhibitor is able to carry. Any mechanical assistance is limited to a small dolly. The assistance of any motorized device or pallet jack is not permitted. When exhibitors choose to “hand carry” they may not access designated material handling areas. Exhibitors must use specified exhibitor hand carry areas or main entrance of the facility. In all other circumstances items should be considered material handling. In no circumstance is any exhibitor authorized to use Freeman material handling equipment for any purpose.
**Shipping**
Complete shipping instructions will be included in the service kit emailed and posted on the event website after July 31.

**Exhibit Installation and Dismantling**
As an exhibitor you may choose to utilize your own personnel to set up and dismantle your exhibit. If full-time company personnel are utilized to set an exhibit, they should carry positive company identification, such as a medical identification card or payroll stub. You may hire an Exhibitor Appointed Contractor (EAC) to perform this work. You may, but are not required, to hire Freeman to act as your Exhibitor Appointed Contractor (EAC) to perform this work. All EACs must have the appropriate credentials submitted to Show Management and the facility.

**Exhibition/Job Site Drayage**
All drayage, handling, forklift operations, and work requiring material handling equipment is to be performed by Freeman Companies.

**Safety**
Standing on chairs, tables, or other rental furniture is prohibited. This furniture is not engineered to support your standing weight. Freeman cannot be responsible for injuries or falls caused by the improper use of this furniture. If assistance is required in assembling your booth, please order labor on the Display Labor order form and the necessary ladders and tools will be provided.

**Gratuities**
Freeman requests that exhibitors do not tip its employees. This applies to all employees. Any request for such should be brought to the attention of a Freeman representative at the service desk or correspondence may be directed to the attention of the General Manager at the local office address.

AAID Rules and Regulations are based on those developed by the Healthcare Convention and Exhibitors Association (HCEA) and are in place to serve the best interest of all parties and provide a fair and equitable environment for all. A mutual commitment of good faith and cooperation to all parties involved will ensure the quality of the AAID Exhibition. The Rules and Regulations are subject to change at the discretion of AAID. By applying for exhibit space, all applicants and exhibitors understand and agree they will be bound by the AAID Exhibition Rules, Regulations and Guidelines that appear in the Exhibitor’s Prospectus and all AAID materials.
IMPORTANT PLEASE READ CAREFULLY

All exhibitors must adhere to the Rules and Regulations and any others promulgated by AAID, all of which are incorporated by reference as part of the Application/Contract for Exhibit Space agreements. AAID reserves the right to interpret and make final decisions regarding all rules and regulations. Be sure that your marketing department or anyone else involved in the arrangements for your exhibit has a copy of these Rules and Regulations. It is the exhibitor's responsibility to assure that all booth staff are aware of and adhere to these rules. If you require any additional information, please contact:

Exhibits Coordinator
AAID
211 East Chicago Avenue, Suite 750
Chicago, IL 60611
Phone: 312.335.1550, FAX:312.335.9090
Email: exhibits@aaid.com

DISTRIBUTION OF PRINTED MATERIALS AND CANVASSING BY INDUSTRY

Canvassing in any part of the facilities utilized by AAID is strictly forbidden, and anyone doing so will be requested to leave the building. Distribution of advertising or printed material by the exhibitor outside of the exhibitor’s allotted space will not be permitted unless the distribution or advertising is organized by AAID. Regulations also apply to all hotels used by AAID to house conference attendees. These rules begin at 8:00 am Wednesday, September 26 and continue until 11:59 pm, Saturday, September 29.

BOOTH ACTIVITY ENTERTAINMENT/ PROMOTIONAL ACTIVITY

Demonstrations or live interviews must be confined to the limits of the space contracted. The use of entertainment is prohibited unless exhibitor has written permission from the AAID. The use of celebrities who are not routinely employed as spokespersons for the exhibiting company is discouraged. Special promotional activities must have AAID written permission and must be contained within the space contracted. The AAID may withhold or withdraw permission to distribute souvenirs, advertising, or other material it considers objectionable. Signage for product or activity promotion is NOT permitted outside the space contracted unless specifically authorized by AAID.

INDEPENDENT EDUCATION PROGRAMS

Companies are prohibited from sponsoring independent programs in the headquarters hotel or elsewhere from 8:00 am, Wednesday, September 26 through 11:59 pm Saturday, September 29.
OPPORTUNITY TO HOST PRIVATE FUNCTIONS
Exhibitor-sponsored private functions are separately organized events during which exhibitors meet with AAID participants outside of the exposition for the purpose of networking, entertaining and continuing business begun on the exhibit floor. These private functions may not be used for education programs. Exhibitors sponsoring any type of private function are required to adhere to the following guidelines:

1. All costs related to private functions are the responsibility of the host company.
2. AAID must be informed in writing of and give approval for all planned social and hospitality functions.
3. Hospitality and social functions may only be scheduled during times that will not interfere with official AAID scheduled activities.
4. Social and hospitality functions should be handled on an invitation only basis. Host companies must make it clear to their guests that the event is not an official AAID function.
5. Host companies agree to assume all liability arising out of or in conjunction with such functions and agree to indemnify AAID against any and all liability and claims and demands arising out of or in connection with the foregoing undertakings.
6. Sponsoring companies requiring hotel services should contact AAID at 312.335.1550.
7. Non-exhibiting firms are prohibited from hosting functions or distributing information during the Annual Conference.

SOUND AND AUDIOVISUAL
Audiovisual and other sound effects must be regulated so that they do not disturb neighboring exhibits. The AAID reserves the right to determine at which point sound interferes with others and must be discontinued. Live performance of music is not permitted. Video monitors or projection screens must be placed inside the booth so viewers do not block aisles. Noise from electrical or mechanical apparatus must not interfere with other exhibitors. No exhibitor shall operate equipment or voice reproducing machines that would cause annoyance to other exhibitors. Earphones must be provided or such recording devices must be enclosed in a special booth. AAID reserves the right to determine at which point sound constitutes interference with others and if it does, it must be discontinued.

NO SMOKING
The AAID has a no-smoking policy for all AAID conferences that applies to the exhibit hall, registration area, and scientific sessions.

PERSONNEL
Only those individuals directly responsible for the setup and dismantling of the booth will be permitted in the exhibit hall during move-in/move-out times. Children
under the age of 12 are not allowed in the exhibit hall during the move-in/move-out times.

**FOOD AND BEVERAGE PRODUCTS**
Food and beverage may only be distributed if they are the products being promoted at the exhibit or they are used to demonstrate the company’s product(s). Care should be taken with food so as not to cause litter in the exhibit area. Exhibitors are responsible for keeping their booths litter free. Any exception to this policy must be approved by the AAID prior to the exhibition.

**POTENTIALLY DANGEROUS ITEMS IN BOOTH**
Cylinders containing oxygen, compressed air or other medical gas must be secured by a strap, stand or cart in an upright position to prevent tip-over. Exhibitors not complying with this rule are not permitted to use such cylinders in the exhibit area. X-ray equipment may be displayed but not operated. Combustible materials used in the exhibit hall must be flame proof in accordance with City of Dallas Fire Department Codes. Use or storage of flammable liquids, gasses or solids is strictly forbidden. Noxious fumes emitting from a booth should be contained in consideration to attendees and neighboring exhibitors.

**PHOTOGRAPHY AND OTHER RECORDINGS**
Cameras, camcorders, video recorders, digital cameras may be carried in the exhibit area, but under no circumstances may photographs, drawings, audio or video taping of an exhibit booth or persons or conversations therein be made and/or will be allowed without expressed authority of the exhibitor and any other participants concerned in each case. AAID reserves the right to allow its contracted photographer to take general photos of the conference at select times during the conference.

Registration and attendance at or participation in the conference, or AAID meetings and other activities constitutes an agreement by the exhibitor on behalf of its employees, agents and contractors to AAID's use and distribution (both now and in the future) of the image or voice of exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

**INTERPRETATION OF RULES AND REGULATIONS**
Each exhibitor understands and agrees that all of the restrictions and regulations are by reference a part of the executed contract for exhibit space. Should a disagreement arise relating to the meaning or interpretation of these rules and regulations the final decision shall be left to the judgment and discretion of the
Executive Director of AAID, whose ruling shall be final and binding on all parties. Each party to the controversy agrees to abide by that decision.

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE CONFERENCE FACILITY, AAID, AND THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY “AAID PARTIES”) BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND AGREEMENT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THE APPLICATION/CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE AAID PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT THE AAID PARTIES’ SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE BOOTH RENTAL FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE AAID PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE BOOTH RENTAL FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS’ FEES AND COSTS INCURRED BY AAID PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THE APPLICATION/CONTRACT. EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEYS’ FEES AND COSTS.