

IMCA Partner/Sponsor/Exhibitor Agreement

This Partner/Sponsor/Exhibitor Agreement (“Partner/Sponsor/Exhibitor Agreement”) is between Investment Management Consultants Association (“IMCA” or “us”) and the partner/sponsoring/exhibiting organization, as stated in the Partner/Sponsor/Exhibitor Application and Agreement, including its officers, employees, agents, and contractors, (collectively “Partner/Sponsor/Exhibitor,” “you,” or “your”), for the purpose of reserving partner/sponsor program(s) and/or exhibit space to display your products or services, or both, (“Exhibit” or “Display”) at IMCA Events. IMCA and Partner/Sponsor/Exhibitor are collectively referred to as the “Parties.”

General Agreement

IMCA reserves the right to determine whether to accept or deny a Partner/Sponsor/Exhibitor application. Once accepted, you will receive a confirmation and additional information from IMCA.

Payment must be included with your application in order for a sponsorship or exhibit space to be secured.

Exhibit space is assigned based on date of payment, except that Partners and Sponsors will receive premium locations in the exhibit area.

Exhibits may be cancelled up to 90 days prior to the Event for a refund of 75% of the fees owed or paid.

Any cancellation within 90 days of the Event will be accepted but will result in forfeiture of all fees paid.

Partner/Sponsor/Exhibitor will still be responsible for any fees owed. The Parties agree that the Cancellation fee constitutes a reasonable estimate of IMCA’s actual damage due to the cancellation, as liquidated damages and not as a penalty.

Partner/Sponsor/Exhibitor fees do not include drayage or shipping costs. In addition, each conference may have additional required items that will be at an additional cost and not included in the exhibitor fees i.e. carpet or furnishings.

All audiovisual and/or computer equipment, electrical, and phone lines must be ordered directly from the facility at which the Event is held. All associated charges must be paid for directly to the facility or the general contractor.

Partner/Sponsor/Exhibitor representatives in addition to the number included complimentary in your partnership/sponsorship/exhibit application must pay the standard conference fee.

Exhibit space and set-up times will be confirmed at least one month before each Event.

For the IMCA Annual Conference, Partners/Sponsors/Exhibitors will receive information directly from the Partner/Sponsor/Exhibitor general contractor with additional information regarding show services.

Company logo (for partners and sponsors) and company description must be received by IMCA no later than 60 days prior to each Event. Partner/Sponsor/Exhibitor information not received on time may not be eligible to receive pre-Event and on-site advertising benefits.

The Partner/Sponsor/Exhibitor will receive an attendee list approximately one week after the early bird registration deadline. A final attendee list will be distributed post-Event.

Prohibited activities:

- No Partner/Sponsor/Exhibitor shall foster or conduct any Event during the conference or exhibit hours that would reduce attendance from any Event.
- Partner/Sponsor/Exhibitor-sponsored hospitality suites are not permitted.
- Active recruiting efforts are strictly prohibited at all IMCA Events. Recruiting is defined as any communication or activity that encourages a change in firm or business model. This includes mention of recruiting in any marketing materials or videos at the conference.
- Partners/Sponsors/Exhibitors will not distribute literature or any other materials other than from their allotted Exhibit space. IMCA reserves the right to dispose of any such materials found to be in violation of this rule.
- IMCA® and Investment Management Consultants Association® are registered trademarks of Investment Management Consultants Association Inc. CIMA®, Certified Investment Management Analyst®, CIMC®, CPWA®, and Certified Private Wealth Advisor® are registered certification marks of Investment Management Consultants Association Inc. Any use of the aforementioned marks without the permission of IMCA is not allowed and will be considered a violation of this agreement.

Rules and Regulations

Partners/Sponsors/Exhibitors will be accepted upon receipt by IMCA of a signed application contract and payment in full. All promotional copy, communications, and/or logos must be submitted to IMCA for prior approval. Processing of your payment does not constitute acceptance of Exhibiting. If Partner/Sponsor/Exhibitor is not accepted, IMCA will promptly refund payment. IMCA reserves the right to modify Partner/Sponsor/Exhibitor deliverables. Only the name of the Partner/Sponsor/Exhibitor listed in the Partner/Sponsor/Exhibitor application and agreement will be placed on booth signage and in the Event’s printed Sponsor & Exhibitor Guide. EXHIBITS ARE NON-TRANSFERABLE, NON-CANCELABLE, AND NON-REFUNDABLE (except as otherwise provided for in this

page 1 of 5 Company Name: _____ Company Representative’s Initials: _____
Date: _____

Agreement).

Partners/Sponsors/Exhibitors will be limited to those companies or other entities offering materials, products, or services of specific interest to Event registrants. IMCA reserves the right to determine the eligibility of any company or organization applying for Exhibit space and to approve the products or services of the Partner/Sponsor/Exhibitor. Partners/Sponsors/Exhibitors may not assign, sublet, or apportion the whole or any part of their Exhibit space.

EXHIBIT ASSIGNMENTS: IMCA's Exhibit space assignments are binding on all Partners/Sponsors/Exhibitors. Premium exhibit space is reserved for Partners and Sponsors. IMCA will make all final Exhibit space assignments and reserves the right to change the location of Exhibit space at any time. You will be notified of any re-assignment of Exhibit space once IMCA has finalized all Exhibit space assignments. If Partner/Sponsor/Exhibitor does not occupy its assigned Exhibit space after full payment, IMCA will occupy the Exhibit space or re-assign the Exhibit space. IMCA occupancy or re-assignment of Partner's/Sponsor's/Exhibitor's Exhibit space does not release Partner/Sponsor/Exhibitor from any of Partner's/Sponsor's/Exhibitor's obligations or liabilities.

INDEMNIFICATION: The Partner/Sponsor/Exhibitor will indemnify, defend, and hold harmless IMCA, its sponsors, the Facility's owner and management, and their owners, directors, officers, employees, agents, members, and representatives, against all claims, actions, demands, or liability of whatsoever kind and nature, including but not limited to judgments, interest, attorneys' fees, expert witness fees, and all other related costs and charges arising out of Partner's/Sponsor's/Exhibitor's breach of this Agreement, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of the Partner/Sponsor/Exhibitor or any of its officers, employees, agents, or representatives, excluding liability caused by the negligence or willful misconduct of IMCA, its sponsors and their respective owners, directors, officers, employees, representatives, and agents.

LIMITATION OF LIABILITY: Partner/Sponsor/Exhibitor ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR ALL DAMAGES OR LOSSES TO IMCA, THE FACILITY, PERSONS, OR PROPERTY THAT OCCUR AS THE RESULT OF THE NEGLIGENCE OR ANY ACTIONS OF THE PARTNER/SPONSOR/EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES, AND GUESTS DURING THE EVENT. PARTNER/SPONSOR/EXHIBITOR AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW IMCA, THE FACILITY AND ANY OF THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO EXHIBITS, OR MATERIALS, GOODS, AND WARES (COLLECTIVELY "PROPERTY") BELONGING TO THE Partner/Sponsor/Exhibitor; PROVIDED THAT EACH OF IMCA, THE FACILITY AND ANY OF THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES HAS ACTED WITHOUT NEGLIGENCE OR WILLFUL MISCONDUCT.

ASSIGNMENT OF AGREEMENT: Partner/Sponsor/Exhibitor may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of IMCA, which consent may be withheld in IMCA's sole and absolute discretion. No assignment, if permitted, will release the Partner/Sponsor/Exhibitor of any of its obligations or alter any of its primary obligations to be performed under the Agreement. Any attempted assignment or delegation in violation of this provision will be voidable at the option of IMCA, entitling IMCA to terminate this Agreement and making Partner/Sponsor/Exhibitor liable for all damages incurred by IMCA.

BINDING ON SUCCESSORS AND ASSIGNS: This Agreement will be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the Parties, except to the extent of any contrary provision in this Agreement.

PARTNER/SPONSOR/EXHIBITOR COMPLIANCE AND ACCEPTANCE: Partner/Sponsor/Exhibitor and IMCA each agree that it has the requisite authority to enter into this Agreement and bind the company or party and to abide and be bound by all of the terms and conditions of this Agreement. Further, Partner/Sponsor/Exhibitor agrees that IMCA will be the final authority as to the interpretation and enforcement of all Event Rules and Regulations. In all instances IMCA's rulings will be final. All rights and privileges granted to Partner/Sponsor/Exhibitor under this Agreement and any subsequent addendums are subject to and subordinate to the agreement between IMCA and the Facility, if any.

RIGHT TO EJECT, FINE, OR PENALIZE PARTNER/SPONSOR/EXHIBITOR: Partner/Sponsor/Exhibitor understands and agrees that its attendance and participation at the Event must comply with all provisions of this Agreement. If IMCA determines Partner/Sponsor/Exhibitor is in breach of this Agreement, IMCA may terminate this Agreement and remove Partner/Sponsor/Exhibitor from the Event without any refund or liability and any future Events under agreement. Prohibited activity deemed improper conduct will be grounds for Partner/Sponsor/Exhibitor fines up to \$15,000 and future participation penalties determined at the sole discretion of IMCA.

If Partner/Sponsor/Exhibitor is accused of any act involving moral or ethical issues under any law, or any act which casts an unfavorable light upon the association with IMCA, or Partner/Sponsor/Exhibitor is accused of performing or committing any act which would/could adversely impact IMCA Events, programs, services, or reputation, IMCA shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period Partner/Sponsor/Exhibitor may cure such offense. The determination of whether and to what extent the offense is cured shall be made by IMCA at its sole discretion.

ENDORSEMENTS: Unless expressly indicated otherwise, IMCA does not endorse or assume responsibility for any Partner/Sponsor/Exhibitor and their products and services. Mere participation in the Event does not imply such endorsement. As such, Partner/Sponsor/Exhibitor understands and agrees that they may not advertise or otherwise represent that IMCA endorses the Partner's/Sponsor's/Exhibitor's products and services. An endorsement by IMCA will only exist if there is writing explicitly indicating endorsement, signed by both parties.

EVENT ATTENDEE MAILING LIST USAGE AGREEMENT: Before the attendee list is released, the Partner/Sponsor/Exhibitor agrees to provide IMCA with a copy or sample of printed material, literature, and advertising material for approval.

- Any promotion that encourages attendees to change their firm or business model will not be approved for release.

page 2 of 5 Company Name: _____ Company Representative's Initials: _____
 Date: _____

- Any invitations to hospitality events by companies that support a network of consultants/advisors will not be approved for release.

The Partner/Sponsor/Exhibitor agrees to adhere to the following provisions concerning the use of names and mailing addresses furnished in an Excel file:

- The data provided is confidential and proprietary information of IMCA and may not be disclosed to any third party without the express written permission of IMCA.
- The data provided may only be used for the terms outlined in the Sponsor & Exhibitor Prospectus.
- The data will be used only for the specific mailing for which they were delivered and for no other purpose, unless specifically authorized in writing by IMCA.
- The data will not be copied for use as a mailing list or otherwise.
- The data will be used within a reasonable time after receipt in order to retain the advantages of list accuracy.
- IMCA is not required to provide forwarding address for undeliverable mail.
- The use of the data for telemarketing and/or e-marketing purposes is strictly prohibited.
- The use of data by companies that support a network of consultants/advisors to invite attendees to an event or function during, immediately preceding, or immediately after the Event is strictly prohibited.

BOOTH USAGE: Exhibits must only be used for the purpose of promoting Partner’s/Sponsor’s/Exhibitor’s products or services and are not to be used for any other business purposes. Anything non-related to the exhibiting company’s products and services must be pre-approved by IMCA. IMCA reserves the right to reject or remove anything that it deems inappropriate to the Exhibit. Partner/Sponsor/Exhibitor may only display, offer for sale, or advertise merchandise manufactured or sold by Partner/Sponsor/Exhibitor or services performed by Partner/Sponsor/Exhibitor in the normal course of business. The only exception is when other items are required for the proper demonstration or operation of Partner’s/Sponsor’s/Exhibitor’s display, products, or services. In which case, the supporting items must be identified by their regular nameplate, imprint, or other identification normally appearing on the item(s). All non-exhibiting organizations and their representatives are strictly prohibited from exhibiting or conducting business in Partner’s/Sponsor’s/Exhibitor’s Exhibit space. Retail sales are absolutely prohibited during the Event. No exhibit or advertising will be allowed to extend beyond Partner’s/Sponsor’s/Exhibitor’s allotted Exhibit space or above the back and side-rails. IMCA will have full discretion and authority in the placement, arrangement, and appearance of all items displayed by Partner/Sponsor/Exhibitor. Partner/Sponsor/Exhibitor must conduct the distribution of samples, souvenirs, publications, and all other promotional activities within its own Exhibit space. Any promotional or distribution activities that interfere with the activities of, or obstructs access to neighboring Exhibits booths, is strictly prohibited. If IMCA determines that any Exhibit or its contents require replacing, rearrangement, or redecorating, the Partner/Sponsor/Exhibitor will be completely responsible for all costs incurred. IMCA reserves the right to restrict any Exhibit or actions within the Exhibit that IMCA considers objectionable. This restriction includes property, conduct, booth attire, printed materials, or anything considered objectionable by IMCA. IMCA will have sole control over admission policies to the Event at all times.

EXHIBIT STAFFING: Exhibit Booth will be staffed in accordance with the times published in the Partner/Sponsor/Exhibitor Services Manual. Exhibit Booth Personnel will be restricted to Partner’s/Sponsor’s/Exhibitor’s employees and their authorized representatives. Exhibit Booth Personnel must wear their “Partner/Sponsor/Exhibitor Badges” while in the Facility and when attending Event functions. IMCA may limit the number of booth representatives as it deems necessary. Exhibit space must be staffed by Partner/Sponsor/Exhibitor at all times during the hours the Exhibit Area is open. IMCA reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of other Partners/Sponsors/Exhibitors and the Exhibition.

EXHIBIT INSTALLATION AND DISMANTLING: IMCA will abide by the International Association of Exhibitions and Events (IAEE) Guidelines for Display Rules and Regulations for all conferences where applicable. A copy of the guidelines is available from IMCA upon request. IMCA reserves the right to reject or require on-site modification of any display that, in IMCA’s sole discretion, is in violation of the guidelines. If Partner/Sponsor/Exhibitor has not commenced set-up of its Exhibit by the posted time in the Exhibitor Services Manual, IMCA reserves the right to have the Exhibit installed or removed at Partner’s/Sponsor’s/Exhibitor’s expense, and Partner/Sponsor/Exhibitor agrees that IMCA will be released from any liability associated with the set-up or removal of the Exhibit or its contents. All exhibits will be installed and dismantled and conform to all set-up times as set forth in the Exhibitor Services Manual. Partner/Sponsor/Exhibitor may not apply paint, lacquer, adhesives, or other coating to any part of the Facility or to Exhibit Booth equipment not owned by Partner/Sponsor/Exhibitor. Partner/Sponsor/Exhibitor will be liable for any damage caused to the Facility or other persons or property by its officers, employees, agents, representatives, and contractors and subcontractors and agents or invitees. **FINANCIAL PENALTY: EARLY TEAR-DOWN AND/OR LATE SET-UP MAY RESULT IN AN ADDITIONAL PAYMENT OF UP TO 25 PERCENT OF EXHIBIT FEE OR LOWER PRIORITY ORDER IN BOOTH SELECTION FOR FUTURE IMCA CONFERENCES.**

Obstruction of Aisles or Booths: Exhibits may not block or visually obstruct aisles, fire exits, fire extinguishing equipment, sprinkler or emergency lighting systems, stairwells, elevators, escalators, utilities panels, and the like, at any time. No demonstration or activity in the Exhibit will be permitted to block or obstruct access to aisles, elevators, stairways, emergency exits, or prevent ready access to nearby Partner/Sponsor/Exhibitors’ booths. If any crowding occurs, it is the responsibility of Partner/Sponsor/Exhibitor to immediately disperse such crowds.

UTILITIES: Electricity, gas, water, telephone service, and other utilities needed by Partner/Sponsor/Exhibitor must be ordered and arranged for directly between the Partner/Sponsor/Exhibitor and the entity specifically authorized to supply these utility services. The Partner/Sponsor/Exhibitor will be responsible for payment of any services ordered.

CARE OF EXHIBITS: Partner/Sponsor/Exhibitor, at its own expense, must keep its Exhibit booth and area clean and in good order at all times. All Exhibits must remain fully intact until the Event has officially closed. Disturbing or tearing down the Exhibit before the official close of the Event will result in financial penalties and/or in IMCA's refusal to accept or process Partner's/Sponsor's/Exhibitor's Exhibit space applications for subsequent IMCA Events. Partner's/Sponsor's/Exhibitor's Exhibits and its contents must be removed from the Facility no later than the time specified in the Sponsor & Exhibitors' Information Packet. If Partner's/Sponsor's/Exhibitor's Exhibit is not removed within the allotted time, IMCA reserves the right to ship the Exhibit and its contents via a carrier of IMCA's choosing, or to place the Exhibit and its contents in a storage warehouse, or to make such other disposition of the Exhibit as IMCA may deem desirable, at Partner's/Sponsor's/Exhibitor's expense and without liability to IMCA.

RECEIPT OF GOODS AND EXHIBITS: Incoming goods and exhibits must be plainly marked and all shipping charges prepaid. If Partner's/Sponsor's/Exhibitor's Exhibit fails to arrive in a timely manner, Partner/Sponsor/Exhibitor will nevertheless be responsible for Exhibit space fees.

CONTRACTED SERVICES: Partner/Sponsor/Exhibitor will be responsible for payment of any improvement to its Exhibit space, such as installation, dismantling, construction, lighting, electrical power, utilities, hauling, furnishings, decorations, carpeting, and all other services or items used by Partner/Sponsor/Exhibitor. No Partner/Sponsor/Exhibitor may contract for use of services with contractors other than with IMCA's official Event contractors, unless otherwise stated in the IMCA Exhibitor Service Manual or if permission has been secured in writing from IMCA, thirty (30) days prior to the Event. Each Partner/Sponsor/Exhibitor will receive the IMCA Exhibitor Services Manual from IMCA's authorized general services contractor. All items are optional and will only be furnished upon written order signed by the Partner/Sponsor/Exhibitor and received by the contractor.

RESOLUTION OF DISPUTES: If a dispute arises between Partner/Sponsor/Exhibitor and an official contractor, or Partner/Sponsor/Exhibitor and a Labor Union and their representative, or two or more Partners/Sponsors/Exhibitors, or Partner/Sponsor/Exhibitor and one or more attendees, IMCA will have the sole authority to make any decisions it deems necessary to resolve the dispute and that decision will be binding on all parties for the duration of the Event.

PHOTOGRAPHS, PUBLICITY MATERIAL, RADIO AND TELEVISION AND PRINT MEDIA: IMCA reserves the sole right to use any photographs, recordings, electronic images, or publicity material received by or obtained by IMCA in the course of the Event, for whatever use deemed proper by IMCA. IMCA has the exclusive right to include photographic, video, and other visual portrayals of Partners/Sponsors/Exhibitors, their employees, and Exhibits in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity, and otherwise, without compensation to Partner/Sponsor/Exhibitor, and all rights titled and interest bearing (including all worldwide copyrights therein) will be IMCA's sole property, free of any claims of Partner/Sponsor/Exhibitor or any persons deriving any rights or interest from the Partner/Sponsor/Exhibitor.

REGULATIONS SAFETY AND FIRE LAWS: Partners/Sponsors/Exhibitors must strictly comply with all pertinent fire codes, laws, ordinances, and regulations pertaining to health, fire prevention, and public safety in the city, county, and state where the Facility is located, including compliance with the Facility's Rules and Regulations. No combustible decorations such as paper products, leafy decorations or tree branches, or nonflammable retardant materials of any nature will be allowed. Only flameproof materials, or materials treated with an approved flame-proofing solution can be used in the construction, preparation, and decoration of your Exhibit. Acetate and rayon drapes are not flameproof and are strictly prohibited. Smoking in the Exhibition Hall and Exhibits is strictly forbidden. All packing containers and wrapping materials are to be removed from the Exhibit floor and must not be stored under tables or behind Exhibits. Partners/Sponsors/Exhibitors may not use helium balloons, compressed gas, heaters or heating devices, or motorized vehicles without the prior written consent of the Facility and IMCA. Volatile, explosive, or other combustible materials or any other substances prohibited by law, the Facility, or insurance carriers are not permitted within the Facility.

ADA COMPLIANCE: Partner/Sponsor/Exhibitor will fully comply with all public accommodations requirements of the Americans with Disabilities Act (ADA) not otherwise allocated to IMCA or the Facility under law.

ELECTRICAL SAFETY: All wiring, fixtures, apparatus, equipment, and products used on or displayed on Partner's/Sponsor's/Exhibitor's exhibits must meet all applicable federal, state, and local laws, ordinances, and codes as well as the rules and regulations of the Facility. All electrical fixtures and fittings must be UL-listed and marked accordingly.

PERMITS: Partner/Sponsor/Exhibitor is required to have any and all business licenses and other permits that are needed for the operation of their business and exhibit. It is the sole responsibility of the Partner/Sponsor/Exhibitor to collect the sales tax, or any other applicable taxes, and remit them to the state where the Facility is located.

SECURITY: The security services provided by IMCA are not intended, nor are they to be interpreted by Partner/Sponsor/Exhibitor in any form whatsoever, as a guarantee by IMCA or the Facility against any loss, theft or damage to Partner/Sponsor/Exhibitor or any of Partner's/Sponsor's/Exhibitor's property. All items brought into the Facility are done so at Partner's/Sponsor's/Exhibitor's own risk. Partner/Sponsor/Exhibitor is solely responsible for safeguarding its Exhibit and its contents at all times. Partners/Sponsors/Exhibitors may furnish additional security at their own cost and expense after obtaining prior written approval by IMCA.

INSURANCE: All property of the Partner/Sponsor/Exhibitor is understood to remain under its custody and control in transit to and from and within the confines of the Event exhibit area. IMCA and the exhibit facility do not maintain insurance covering Partner's/Sponsor's/Exhibitor's property. Partner/Sponsor/Exhibitor shall carry comprehensive general liability coverage, including Premises, Operations, and Contractual Liability coverage of at least \$1,000,000 per Personal Injury Liability, and \$1,000,000 for Property Damage Liability, and statutory Workmen's Compensation with Employer's Liability with a limit of at least \$100,000.

ERRORS AND OMISSIONS: IMCA will not be liable for any errors or omissions in IMCA's Sponsor & Exhibitor Guide, attendee lists, websites, or in any promotional materials. IMCA makes no representations or warranties with respect to the number of Event attendees or the demographic nature of the attendees.

MEETINGS AND HOSPITALITY FUNCTIONS: Partner/Sponsor/Exhibitor agrees that it will not, nor will its employees or representatives, conduct any type of Partner/Sponsor/Exhibitor function in the Facility or any participating hotel's meeting rooms, public areas, or suites during official and published IMCA meeting and Event hours without the prior written consent of IMCA. Partner/Sponsor/Exhibitor sponsored Events held during any IMCA Event must commence no earlier than 15 minutes after the last Event activity for the applicable day AND must be pre-approved by IMCA (this includes transportation to/from).

No hospitality functions that serve as a forum to encourage a change in firm or business model are permitted. Should there be a violation, booth placement may be affected for future Events, a penalty of 25% of the Exhibit fee may be charged, and/or IMCA may refuse to accept future exhibit applications from the Partner/Sponsor/Exhibitor.

FORCE MAJEURE: If for any reason beyond the reasonable control of IMCA, including but not limited to acts of God, war, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, facility availability, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, transportation, disaster, fire, earthquakes, hurricanes, unseasonably extreme inclement weather, epidemic, or any other comparable conditions, IMCA is unable to fulfill its obligations under this Agreement, the Parties may terminate this Agreement without liability, and IMCA may retain the earned portion of the Partner/Sponsor/Exhibitor Fee required to recompense it for expenses incurred up to the time of terminating the Event. Any remaining unearned Partner/Sponsor/Exhibitor Fee will be returned to the Partner/Sponsor/Exhibitor. Additionally, if any part of the Facility is damaged or if circumstances beyond IMCA's reasonable control make it impossible or impractical for IMCA to permit Partner/Sponsor/Exhibitor to occupy or continue to occupy your assigned Exhibit space location during any part of or the entire Event, you will only be charged a pro rata Exhibit Space Rental Fee for the period that the Exhibit space was or could have been occupied by you. In no event will IMCA, the City, the Facility, or their respective owners, directors, officers, employees, agents, and representatives be liable for any consequential, indirect, or incidental damages of any nature or for any reason whatsoever.

LAWS APPLICABLE: This contract shall be governed by the law of Colorado, and shall be construed and interpreted thereunder.