

## **APCO 2023 Rules & Regulations**

### **PURPOSE**

The objective of APCO 2023 (the “Event”) is to provide a forum through exhibits and technical panels in primary service to APCO members and other public safety communications professionals in attendance.

### **ELIGIBILITY**

APCO has the sole right to determine the eligibility of any company or product for inclusion in the Expo.

### **AGREEMENT TO RULES**

All matters not covered by these regulations are subject to the decision of Show Management. All decisions so made shall be binding on all parties. Exhibitor, and/or its representatives, failing to comply with the Official 2023 Exhibitor Rules and Regulations (“Show Rules”) may incur penalties including, but not limited to, removal from the show floor or loss of priority points gained for participating in the current year’s Event.

Exhibitor agrees to lease from APCO exhibit space(s) as indicated on the contract. It is understood that Show Management will make every effort to assign the exhibit space(s) as requested, but Exhibitor grants Show Management the right to make final assignment of exhibit space and to alter locations at its own discretion to further the best interest of the expo. Although APCO will attempt to accommodate exhibitor requests for specific booths, no guarantees can be made that the Exhibitor will be assigned the specific booth(s) requested. Exhibitor acknowledges that they are not contracting for a specific booth(s), but rather for the right to participate as an exhibitor in the Event. Exhibitor understands that exhibit space(s) will not be held nor guaranteed until receipt of a signed contract and the required payment. Exhibitor must rent sufficient space to contain its exhibit completely within the confines of booth lines. Equipment may not extend into the aisles, over the aisles or across the exhibitors purchased booth line.

### **PAYMENT FOR 2023 EXHIBIT SPACE**

Exhibitor agrees to pay all exhibit space rental fees according to the payment schedule as indicated in the 2023 Exhibit Space Rental Contract.

#### **Pricing:**

\$25 per sq.ft. ends December 31, 2022. \$28 per sq.ft. begins January 2, 2023. Open Corner Premium: \$75 per corner, \$300 Island fee.

APCO is not responsible for bank fees. If the exhibit space rental fee is not paid according to the schedule, APCO reserves the right to cancel Exhibitor’s contract and reassign exhibit space(s) without further notice and without obligation to refund monies previously paid. A 50% deposit must be received upon reservation of booth space. Credit card payment is required immediately; deposit via check must be received within 10 business days or reserved booth will be released. 2023 Exhibit space rental payment schedule:

October 7, 2022.... 50% deposit due for applications submitted prior to October 8, 2022  
October 8, 2022 through April 2, 2023.... 50% due with application

April 3, 2023... Remaining balance due for applications submitted.  
After April 2, 2023.... Payment in full due w/ application

Account must remain current with scheduled payments for Advance Rate to apply. Exhibitor may not occupy assigned space until all monies due to APCO International are paid-in-full.

### **CANCELLATION BY EXHIBITOR**

Cancellation of exhibit space is required in writing and the following cancellation fees apply.

- Written cancellation received by October 7, 2022; 0% of the total booth cost is retained by APCO.
- Written cancellation received after October 8, 2022 to December 31, 2022; 50% of the total booth cost is retained by APCO.
- NO REFUNDS will be made for any cancellations after December 31, 2022.

### **CANCELLATION BY APCO**

APCO will cancel an Exhibitor's exhibit space(s) for the following reasons:

- Payments are not made in accordance with set payment schedule.
- Exhibitor fails to occupy the assigned space five (5) hours in advance of the exhibit hall opening.
- Exhibitor fails to comply with the contract or the Rules and Regulations (as they may be amended from time to time).

No Exhibitor will be permitted to retain a booth space or move-in a display of products without prior full payment. Exhibitor agrees that upon acceptance of this contract by APCO with or without appropriate or timely payment of any and all fees, this contract shall become binding and enforceable in accordance with its terms.

Cancellation of contract or reduction of exhibit space must be in writing. All payments for exhibit space(s) are non-refundable and non-transferable.

### **DOWNSIZING BY EXHIBITOR**

An Exhibitor may be required to move to a new location if downsizing of exhibit space is requested. Exhibitor downsizing after April 3, 2023 will be financially liable for the original booth cost contracted.

### **FORCE MAJEURE**

Should the premises in which the Expo is conducted become unfit for occupancy or substantially interfered with by reason of any causes not reasonably within the control of APCO or its agents, the Expo may be canceled or moved to another appropriate location, at the sole discretion of APCO. The parties shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within their control. Causes for such action beyond the control of the parties shall include, but are not limited to: fire, flood, hurricane, tornado, severe weather, earthquake, explosion, accident, casualty, blockage, embargo, governmental restraints, acts of public enemy, riot or civil disturbance, epidemics, quarantines, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Convention Center, municipal, state or federal action, or act of God. Should APCO terminate its agreement pursuant to the provisions of this section, due to event cancellation, APCO shall

refund in full the “Paid Exhibit Space Fees” to Exhibitors.

In any case, refunds will not exceed the amount of each exhibitor’s paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by APCO through the date of exhibitors’ notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

### **EXHIBITOR PERSONNEL**

Exhibit space must be staffed by representatives of Exhibitor wearing official badges, during all times the expo is officially open. Each Exhibitor is responsible for registering its own booth staff personnel. In the case of a last- minute personnel change, the Exhibitor representative will be required to show a picture ID and/or a business card at time of on-site registration. Badges will not be printed without proper credentials. Anyone not able to supply proper identification will pay full price for access to the exhibit floor.

### **DISPLAY RULES AND REGULATIONS**

Show Management subscribes to and incorporates the Guidelines for Display Rules and Regulations developed by the International Association for Exposition Management as part of the overall rules and regulations. These specifically cover, among other things, maximum heights, line of sight restrictions and construction designs. A copy of the IAEE rules and regulations are included in the APCO Exhibitor Online Services Manual that is mailed and/or provided online to each Exhibitor.

- Due to facility ceiling heights changing year after year, height of hanging signs will be published in the APCO Exhibitor Online Services Manual.
- Maximum height of island booth is 16 feet; however, a signage for booth/exhibit tower may be used in lieu of a hanging sign. Sign tower cannot exceed 20 feet.
- Carpet of entire booth area is required. This includes under trucks and other equipment.
- Product height should not exceed 20 feet. “Product” is defined as anything the exhibiting company sells or services. You must get permission from Show Management if your product exceeds this limit. If approved, it may be required that you be moved to a perimeter booth if deemed necessary.
- If displaying a tall product, no signs, logos, lights (unless an integral part of the product) or other attention- getters can be mounted anywhere on the product unless it is under 8 feet on inline booth or 16 feet on island booths.
- Exhibitors at the ends of an inline section must cover the end of the back panel in such a way so that the backside of rear display panel is not visible to passing attendees. No storage boxes or crates should be visible.
- Island booths must have at least a six (6) foot opening every 30 feet; this opening must have a height from floor of at least 8 feet.
- All go-bo lighting must be approved by management. Under no circumstance should any portion of the go- bo design extend beyond the perimeter of the booth (i.e. aisles, surrounding walls, etc.). Care must be taken to ensure residual glare from the projector doesn’t disturb surrounding exhibitors.
- Vehicles must follow facility rules which will be in the Exhibitor Online Service Manual. General rules are battery cables must be disconnected, maximum fuel is ¼ tank or 5 gallons whichever is less, gas cap locked or taped securely shut, must have protective covering under motors, drive train, and tires.

- Popcorn may not be distributed on the show floor.
- All vehicles (cars, trucks, or trailers) must occupy a 20' wide island space.
- The exhibitors entire display, the vehicle (including trailer hitches), and exhibitors, must be located within the confines of the defined exhibit space.
- End caps/Peninsula booths are not allowed.
- Banner stands and bow flags, must not exceed 10' in height and must be displayed in booths, not in aisles and top of stand or flag must be within foot print of booth.

Staff Management must receive all requests for variations in the rules and regulations in writing at least 60 days prior to the first move-in date. Sketches and/or engineering drawings illustrating the variation should accompany such requests when appropriate. No variation of any kind will be permitted without the prior written approval of the Show Management. Response will be in writing from Show Management. Verbal response or lack of response does not constitute approval. Any and all disputes of these rules must be taken up with the Show Management.

### **BOOTH INSTALLATION, EAC, & SECURITY**

Exhibitor shall provide to Show Management 30 days in advance, the name and title of the person in attendance at the expo and responsible for the installation, operation, and removal of the exhibit. Said representative shall be authorized to enter into such service contracts as may be necessary for which the Exhibitor shall be responsible. The Exhibitor Appointed Contractor (“EAC”) will operate within its assigned Exhibitor’s booth only and not solicit business from other exhibitors.

Temporary badges will be distributed to the Exhibitor Appointed Contractors at designated security checkpoints – usually at the main door and/or loading dock. Valid ID and sign-in process is required. Temporary badges are only valid during set-up and tear-down hours.

Children under 18 years of age are not permitted on the exhibit floor during installation and dismantle periods. They are also not permitted to attend the expo unless they have correct conference credentials and are accompanied by an adult.

To assure maximum-security protection for open exhibits and merchandise, after-hours work and/or entertainment will not be permitted in the exhibit spaces unless permission is granted by Show Management. Any company wishing to admit personnel or other guests to its exhibit space before or after exhibiting hours must submit such requests in writing to Show Management no later than 30 days before the start of conference.

The exhibiting company making the request may be liable for any security costs incurred by APCO in connection with any after-hours request. Except when special permission is granted by APCO, everyone must be out of the exhibit hall within one-half hour of the official closing time of the exhibits.

### **EXHIBIT DISPLAYS**

All displays must be erected and completely set up for viewing at the designated time on the last day of exhibit installation, at which time Show Management will conduct an inspection. Set-up and inspection times are posted in the exhibitor online services manual. A representative for each Exhibitor is recommended to be in its exhibit space until the inspection of the exhibit space is completed. This will permit the Show Management to alert Exhibitor immediately if any

violation exists. If no representative is available, a violation notification tag will be left in the exhibit space describing the violation. If Exhibitor does not correct violations within the prescribed time limit, Show Management will make the necessary corrections at the expense of Exhibitor.

Failure to correct the violation may result in penalties including, but not limited to, loss of priority points and removal of display from the show floor.

Exhibitor or its agents shall neither materially deface, injure, mark, nor in any material manner damage the premises and shall neither cause nor permit anything to be done whereby the premises shall be in any manner injured, marred, defaced or damaged. Exhibitor and its agents are responsible for leaving the premises in the same condition it was found.

Exhibitor or its agents shall neither drive or permit to be driven by any party acting by or through it, nails, staples, hooks, tacks, screws, or the like into any part of the premises; or to erect or cause to be erected any decorations or adhesives, including tape, that would deface the walls, ceilings, floors, facilities and equipment contained in the premises. Exhibitor or its agents shall not make or allow to be made any alterations of any kind to the premises or equipment therein. It is specifically agreed that the walls, floors, ceilings, or other areas of the building or its furnishings or fixtures are not to be painted or have permanent covering applied by exhibitor or its agents. Materials may be attached in or to the premises by means of cords, ropes or ribbons or in any other manner which will not mar, deface or damage the premises or its furnishings and fixtures, provided prior written consent of Show Management is obtained. Permission obtained by Exhibitor pursuant to this agreement does not relieve the Exhibitor of the duties imposed in this section. In accordance with the requirement of this section, Exhibitor shall pay APCO for the costs of repairs of all damages to the premises (except those caused by the Music City Center, its agents, servants, contractors, and employees) caused by Exhibitor's use of the premises, normal wear and tear excepted.

Goods received after the opening of the expo must be delivered to the exhibit space at a prearranged time other than official exhibit hours. Goods and materials used in any display (except bona fide samples) may not be removed from the exhibit hall or any area before the expo has been officially closed without the prior approval of, and an official pass issued by the Show Management.

Exhibitor will not be permitted to store packing crates and boxes in open areas of its exhibit space or behind its booth during the exhibit period. Any crates found during the inspection period will be "forced" if there are no booth representatives present. These crates, when properly marked, will be stored and returned to the exhibit space at the closing of the show by service contractors. It is the Exhibitor's responsibility to mark and identify crates. Crates not properly marked or identified may be destroyed. APCO does not assume responsibility for the contents of crates or boxes improperly marked.

Teardown of exhibit prior to the official closing of the exhibit hours is not allowed. This action will result in penalties including but not limited to banishment from future APCO events. Dismantle times are posted in the exhibitor online services manual and must be abided by. The deadline for removal of all materials from the exhibit hall will be enforced. It is the sole responsibility of Exhibitor to have materials packed, identified and cleared for shipment at such

time. Show Management reserves the right, with no liability whatsoever for damage, spoilage or loss, to dismantle, dispose of, store and clear the premises of any display material, goods, property or merchandise of an exhibitor who has failed to comply with the above requirements or may order such work to be done at the sole expense of the exhibitor.

### **CLEANUP**

Should APCO be charged a cleanup fee by the facility because of Exhibitor's activities, a cleaning fee will be charged to Exhibitor. Because facility charges vary, Show Management will establish the cleanup fee charged to the Exhibitor.

### **NOISE, LIGHTING AND CONTENT**

Show Management reserves the right to regulate and/or restrict exhibits to reasonable noise and lighting levels and to suitable methods of operation and display of materials. If for any reason an exhibit and/or its contents are deemed objectionable to other exhibitors, attendees or Show Management, the exhibit shall be subject to removal at the Exhibitor's sole expense, and Show Management shall not be liable for refund of exhibit space rental fees or exhibit equipment rental fees, except at its sole discretion. This includes people, things, conduct, or poor professional demeanor, which, in the sole judgment of Show Management, is detrimental to the Event. Exhibitor must display goods manufactured or dealt in by them in its regular course of business, unless otherwise approved by Show Management.

### **USE OF SPACE**

All demonstrations, marketing activities, and distribution of promotional material must be confined to the three-dimensional boundaries of the exhibitor's exhibit space. Displays of any kind including products, advertising, promotional signs, literature, novelties, etc. will not be permitted in other exhibit spaces or public areas such as aisles, entrance ways, lounges, registration areas, approaches, corridors, meeting rooms or any other areas of the expo hall or hotels affiliated with the event in any way. All interviews, demonstrations, solicitations, and other activities must be conducted so as not to infringe on the rights of other exhibiting firms or to offend visitors to the expo. Exhibiting firms shall confine all such activities within their exhibit space and not in the aisles. Aisles cannot be incorporated as part of an exhibit space.

### **SUBLEASING**

**NO EXHIBITOR SHALL ASSIGN, SUBLET, OR SHARE THE EXHIBIT SPACE ASSIGNED WITHOUT THE WRITTEN**

**CONSENT OF SHOW MANAGEMENT.** In such case where Exhibitor wishes to share the contracted space with a partner, an additional charge of one half the cost of the total booth space will be applied. The request to exhibit with partners must be submitted in writing no later than 60 days before the start of the conference. Name and contacts of partnering company must be provided. No permission will be granted on-site.

Firms or organizations not assigned space in the expo or other designated areas will not be permitted to engage in any activities within the exhibit area or any other areas of the expo hall or in hotels affiliated with the Event in any way. Exceptions may only be granted by Show Management, and then only to non-commercial enterprises or companies holding contracts for support services with the association.

### **SALES ON THE EXHIBIT FLOOR**

No firm or organization is permitted to engage in direct sales or cash-and carry transactions within the exhibit area. Order taking, sales contracts and any other sales activity must meet the requirements of state and local laws and regulations.

### **“IN CONNECTION WITH” (ICW) FUNCTIONS**

The Event is becoming a multifaceted venue and we are pleased that groups are finding it a convenient gathering place. Attendance patterns show that the Event serves as a professional development venue for an increasing number of organizations and individuals beyond just our members that support the mission of the Association.

Organizations interested in holding a special meeting, seminar, reception, or other “in connection with” (ICW) function at the Event, shall abide by the following policies:

- Register all functions with Show Management that you intend to hold in the general vicinity of the host city on the Event dates or during the two days leading up to or following the Event.
- Provide Show Management an advance copy of all invitations or announcements of your Function.
- The dates and times of such Functions may not conflict with events (sessions, meals and receptions) on the official Event agenda.
- Any such gatherings should be convened primarily for the benefit of attendee (with at least two-thirds of invitations going to attendees), and such functions may not charge a fee.

No exceptions to these policies are permitted without the expressed written consent of Show Management. Violations may cause such individuals or organizations to forfeit the privilege of sponsoring, exhibiting, advertising and attending the Event and future APCO events.

Show Management will be pleased to give advice to conveners of ICW functions to guide its development and content in ways that align with the themes of the Event or help address the professional development needs of core subgroups of attendees. Any such event planning assistance offered is at the Show Management’s sole discretion and does not imply any endorsement of the group, the meeting, or its content.

### **SOCIAL FUNCTIONS**

Any social function or special event planned by an exhibiting company and taking place during the Event **MUST BE APPROVED BY SHOW MANAGEMENT** and must not conflict with the Event schedule. Show Management reserves the right to limit or terminate any demonstration, hospitality, seminar or other such function if it violates Event rules.

### **NO SUITCASING OR OUTBOARDING**

Any unauthorized person(s) who is observed to be soliciting business in the aisles or other public spaces, or as uninvited attendees in another exhibitor’s booth, will be immediately banned from the Event and may face other penalties, such as revocation of membership if applicable. Likewise, known commercial activity conducted from a hotel guest room, meeting room or hospitality suite, a restaurant or any other public place in proximity to the Event by non-exhibiting companies, will be shut down. Those found to be involved with suitcasing or outboarding will no longer be welcome at future Events.

## **PHOTOGRAPHY/RECORDING**

Photography of the exhibit hall or contents of any exhibitor booth is strictly prohibited at all times. Photography inside any exhibit space is limited only to the company that owns the exhibit space or to a photographer appointed and approved by APCO and then only with exhibit owner's express permission. Violation of this photography policy will be subject to a penalty to be decided upon by Show Management including, but not limited to, confiscation of film or camera.

## **GDPR & DATA PRIVACY**

The new European Union (EU) General Data Protection Regulation (GDPR) that went into effect on May 25, 2018 is compelling organizations across the globe to modify their data processing requirements. A key change is that individuals must provide consent to the collection of their personal information and they have expanded rights as individuals to control the use and storage of their personal data (e.g., name, organizational affiliation, address, phone, email). The collection of such personal data by APCO is governed by our GDPR-compliant privacy policy and related policies and practices that are available on the APCO website here: (<https://www.apcointl.org/privacy-policy-data-usage/>).

Lead Retrieval. Methods you employ at your exhibit booth and in all communications with attendees for securing sales leads (e.g., collecting business cards, holding prize drawings, scanning badges, e-invites) need to be transparent that the information collected is being used to market your goods and services to such attendees. You need to make your data privacy policy accessible and give attendees the pro-active option to either opt in or opt out of providing their information without this affecting their ability to interact with your exhibit.

Booth Administrator. As booth administrator, you are a key Point of Contact (PoC). APCO and its agents use your personal information and that of anyone you so designate to communicate with you about your booth set up and provide updates about the Event. We will also make you aware of related sponsorship opportunities at the Event and other APCO-hosted events throughout the year. All of our mass communications via email contain an unsubscribe link. If you wish to stop receiving a particular communication from us, you will be able to do so by following the unsubscribe link in such emails. You may request that we stop sending such communications at any time, and you have the right to request that APCO remove your data from our databases. You can manage your communication preferences online. Go to [www.myapcointl.org](http://www.myapcointl.org) and click on "Manage Correspondence" in the right corner.

Booth Staff. If you register anyone other than yourself you are hereby affirming that you have obtained each individual's consent for APCO to possess their personal information (name and email) for the limited purposes of providing them badges to access the Exhibit Hall and to communicate relevant expo-related information with them ahead of, during and for a brief period after the Event. You can inform such individuals that the contact information you enter with their consent in this manner is not retained by APCO beyond 45 days after the event and is not shared with other parties (beyond our expo service providers as sub-processors for the same aforementioned limited purposes) nor used by APCO for general marketing purposes. Some of the people you register may have other data on record with us through other interactions with APCO; that separate data set we retain and use for the intended purposes.

## **TRADEMARKS/LOGOS**

Exhibitor shall not use the APCO name, trademarks, logos or other indicators to infer that APCO



recommends or endorses any product or service. Use of the APCO name and/or logo or conference name and/or logo for promotion by an exhibiting company before, during and after an APCO Conference & Expo is allowed by confirmed exhibitors. You may obtain a copy of the APCO Conference & Expo logo, by contacting APCO International.

### **LIMITATION OF LIABILITY**

Neither APCO, its co-sponsoring organizations, the official contractors nor their officers, directors, employees, members, or agents, nor the expo facility, nor the legal entities that own, lease or operate the facility, nor their members, officers, directors or employees (the “Indemnified Parties”), will be responsible or liable for injury to any person or persons or for loss or damage to any Exhibitor property or any person or persons while in transit to or from the expo facility or while in the expo facility, unless such damage or injury is due to the gross negligence of an Indemnified Party, who shall be solely responsible for any damage or injury to the extent that same is due to its gross negligence. All property of Exhibitor must remain in his/her custody and control in transit to, from and within the confines of the exhibit hall, subject to the rules and regulations of the expo.

Exhibitor shall indemnify and hold harmless the Indemnified Parties against any and all liability whatsoever arising from any or all damages to property or personal injury caused by Exhibitor or his/her agents, representatives, employees, or any other person. Subject to the first paragraph of this section, Exhibitor assumes complete responsibility and liability for all loss, damage, or destruction of the property of Exhibitor, its agents and all property of the expo facility used by the Exhibitor or brought into the expo facility on its behalf. Exhibitor also assumes full responsibility for all injury to any and all persons or property that is in any way connected with Exhibitor’s property, including equipment, or caused by Exhibitor, his/her agents, representatives, or employees. None of Exhibitor’s obligations hereunder are limited in any way by the coverage limits of Exhibitor’s insurance or the insurance requirements contained herein.

### **INSURANCE**

A copy of the Exhibitor certificate of insurance confirming a minimum coverage of \$1,000,000 each occurrence with a \$2,000,000 aggregate and naming APCO, Tradeshow Logistics, and Music City Center as an additional insured on the insurance certificate is required. The Certificate of Insurance must include APCO International as the certificate holder, identify the show location, dates and venue.

The EAC will furnish APCO a certificate of insurance confirming a minimum coverage of \$1,000,000 each occurrence with a \$2,000,000 aggregate liability insurance. Exhibitor shall require that its EAC conform to this Agreement.

### **ALCOHOLIC BEVERAGES**

An exhibitor must request permission from APCO to serve alcoholic beverages in the booth, however, the following rules must be observed.

Permission from APCO must be requested in writing and written approval from APCO must be received.

1. Alcoholic beverage service must be ordered through the convention center catering contractor and beverages dispensed only by catering contractor employees and bartenders.

2. Service must comply with all state and building regulations including requesting proper ID and refusal of service to any person who, in the bartender's judgment, appears intoxicated.
3. Exhibitor must make provision to keep aisles clear around their booth and police the area of any trash related to serving alcoholic beverages and snacks if included as part of service.
4. Notwithstanding any other provision of the contract with catering contractor to serve alcoholic beverages, the exhibitor shall defend, indemnify and hold harmless APCO, its directors, officers, employees, agents and members, and each of them, from and against any and all losses, damages, claims, expenses and liabilities of any kind, including costs of defense thereof, caused from the exhibitor's service of alcoholic beverages.

### **WAIVER OF RIGHTS**

This contract is irrevocable, and the rights of APCO under this agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of APCO. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights. In addition, a waiver of rights in writing on one occasion shall not be construed as consent to or a waiver of any right or remedy on future occasions.

If any term, clause or provision hereof is held as invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the agreement.

### **GENERAL PROVISIONS**

The contract and these Rules and Regulations represent the entire agreement between APCO and Exhibitor with respect to the subject matter hereof, and supersedes and is in full substitution for any and all prior agreements or understandings, whether oral or written, relating to same. Each exhibiting firm agrees to comply with all relevant federal, state and local laws and ordinances and any rules and regulations of the expo facility. The parties agree that this Agreement is being entered into in the Commonwealth of Virginia and shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of laws principles. The parties hereby agree that in any action or proceeding arising out of the parties' relationship, such proceeding shall be brought exclusively in the courts of the Commonwealth of Virginia, County of Alexandria or the federal court with subject matter jurisdiction and encompassing Alexandria, Virginia. Each party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. Process in any action or proceeding referred to in this subsection may be served on any party anywhere in the world and may be served by delivery of service of process by certified mail return receipt requested and the party receiving such service hereby waives any and all objections to delivery of service of process in this manner, and shall indemnify the other party for any damages arising from any claims to the contrary.

The prevailing party in any action to enforce any provision of, or based on any right arising out of, this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs, if a lawsuit is filed, whether or not on appeal, and whether or not an action is brought in bankruptcy court.

The headings contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement.

Exhibitor shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement. Without limiting the foregoing, Exhibitor agrees to promptly pay to APCO an amount equal to any such items actually paid, or required to be collected or paid by APCO.