



NEW YORK ENDOVASCULAR SUMMIT



Exhibitor and Promotional Partnership Prospectus

September 11-13, 2025 • Marriott Marquis • New York, New York

WELCOME

Thank you for your support and participation in the **2025 NY Endovascular Summit & Endovascular Fellows Course**. The following will provide you with important information about this year's meeting and your participation as an exhibitor. If you have any questions or need further assistance, please do not hesitate to contact the NYEVS Exhibit Manager at Gaffney Events: Trinity Campbell, trinity@gaffneyevents.com, 425.354.8937. We look forward to working with you and assisting to ensure a successful conference for your organization!

SYMPOSIUM LOCATION

New York Marriott Marquis | 1535 Broadway Avenue | New York, New York 10036

HOTEL ACCOMMODATIONS

You are responsible for making your hotel room reservations for your company personnel. Please note that room reservations should be made in advance. To reserve a room, please contact the New York Marriott Marquis reservations department directly at 877.303.0104 and mention that you will be attending the NYEVS Symposium.

You can also book your hotel reservations online by visiting the symposium website or by using the passkey directly with this link: https://book.passkey.com/event/51023267/owner/1322/home?utm_campaign=297151252

PLEASE NOTE: We have negotiated a group rate of \$404.00 for single or double occupancy, per night, plus tax. Please be sure to call in your hotel reservations to the number listed above before the deadline to secure a hotel room for your company personnel.

EXHIBIT SPACE AND EQUIPMENT

Exhibits will be located in the New York Marriott Marquis, 5th Floor.

The following equipment will be provided for your use at no additional charge:

- 1 Skirted exhibit table measuring 6' x 2.5'
- 2 Side Chairs
- 1 Wastebasket

ELECTRICITY

If you require electricity for your exhibit booth, please arrange through the New York Marriott Marquis. Please request your electricity needs by filling out the form on page 7. Any questions regarding power should be directed towards Electrical@AmpriteNYC.com.

If you would like to order a monitor, please order through Pinnacle Live on page 8-11 and return to EXHIBITS220@PINNACLELIVE.com.

EXHIBIT AREA STAFFING

Please provide us the names of the individuals who will be representing your company. A badge link form will be sent to you before the symposium begins for you to register your representatives. Each bronze exhibit will be entitled to 3 complimentary full meeting badges, Silver exhibit 5 badges, Gold exhibit 8 badges, and Platinum exhibit 10 badges. Additional badges are \$350.00 each. Each badge gives full NYEVS meeting access.

SET-UP AND DISMANTLING OF EXHIBITS

Exhibit set-up will be Thursday, September 11th between 7:00 am and 5:00 pm. Exhibits must be set by 5:00 pm on Thursday. **Industry participants of the Endovascular Fellows Course must have exhibits set by 11:00 am THURSDAY**, to participate in the first breakout session. Dismantling of exhibits will take place on Saturday, September 13th at the end of the day.

EXHIBIT HOURS

Thursday, September 11th	9:00 am – 11:00 am	Exhibit Set-Up Endovascular Fellows Course Supporters
Thursday, September 11th	3:00 pm – 6:00 pm	Exhibit Set-Up
Thursday, September 11th	11:00 am – 6:00 pm	Exhibits Open Endovascular Fellows Course
Friday, September 12th	6:50 am – 5:15 pm	Exhibits Open
Saturday, September 13th	7:15 am – 5:00 pm	Exhibits Open
Saturday, September 13th	5:10 pm	Exhibit Dismantle

CONTRACTED EXPO COMPANY/SHIPPING DIRECT TO WAREHOUSE

SourceOne has been selected as the official service contractor for NYEVS 2025. It is strongly recommended that you coordinate shipping of all exhibit materials through SourceOne to ensure that your materials are handled properly, and arrive to the exhibit floor on time. To obtain the Service Kit please reach out to Jeff Shutts at jeff@sourceoneevents.com.

SHIPMENT CONFIRMATION

GAFFNEY EVENTS will not assume responsibility for the confirmation of shipped materials or equipment. The exhibitor is solely responsible for their property including loss, damage, or failure to arrive in a timely manner from the initial shipment, up to and including the final shipment to the final destination.

LIABILITY

GAFFNEY EVENTS is not responsible, and the “Exhibitor” hereby waives all claims against the aforementioned, for loss, damage, destruction of property, or bodily injury occurring at or in connection with the exhibit or conference. Further, the exhibitor agrees to hold harmless **GAFFNEY EVENTS** and its employees and agents with respect to such claims and indemnify them against such claims brought by third parties arising out of the actions of exhibitor or its employees. Each exhibitor is responsible for obtaining its own insurance for bodily injury or property loss or damage occurring in connection with the exhibit.

ADDITIONAL INFORMATION

If you have any questions or concerns regarding exhibiting at the 2025 Endovascular Fellows Course & NYEVS Symposium, please feel free to contact Trinity Campbell at trinity@gaffneyevents.com or 425.354.8937.

*We look forward to seeing you
in New York in September!*



EXHIBITS

- \$10,000 Bronze 6' Table-Top Exhibit**
 - Located in the Registration Foyer
 - Includes 3 complimentary full-meeting badges
- \$15,000 Silver 6' Table-Top Exhibit**
 - Located in the preferred exhibit hall area
 - Includes 5 complimentary full meeting badges
- \$25,000 Gold 10' x 10' Premium Exhibit**
 - Located inside the preferred exhibit hall area
 - Includes 8 complimentary full meeting badges
- \$50,000 Platinum 10' x 20' Premium Exhibit**
 - Located in the preferred exhibit hall area
 - Includes 10 complimentary full meeting badges

SPONSORSHIPS & BRANDING OPPORTUNITIES

- \$30,000 Fellows Dinner Symposium**
 Exclusive Opportunity to reach EVS Fellows on Thursday evening with a 60-minute presentation.
 - Includes Room Rental & Audio-Visual Equipment, Food and Beverages
 - Includes Recognition Signage
 - 1 Available
- \$25,000 EVS Lunch Symposium**
 Exclusive Opportunity to reach the EVS attendees on either Friday or Saturday with a 30-minute presentation during the lunch break.
 - Includes Room Rental & Audio-Visual Equipment, Food and Beverages
 - Includes Recognition Signage
 - 2 Available
- \$25,000 Endovascular Fellows Course Or Aortic Bootcamp Lunch Symposium**
 Exclusive Opportunity to showcase your company products or message to attendees of the Thursday Endovascular Fellows Course or Aortic Bootcamp Course.
 - Includes Room Rental & Audio-Visual Equipment, Food and Beverages
 - Includes Recognition Signage
 - 2 Available (1 Each Course)
- \$25,000 Symposium Wi-Fi**
 Attendees will stay connected with WiFi compliments of your company. Company recognition and custom password of your choice
 - 1 Available

- \$15,000 Endovascular Fellows Course Simulator Session Sponsorship Thursday, September 11th**
 - Showcase your product demos during the dedicated Fellows Hands-On Rotation Session. Approximately 60 Fellows in attendance.
 - 12 Available



- \$25,000 Lanyards**
 Highlight your company logo or brand along with NYEVS on custom program lanyards given to all symposium attendees
 - 1 Available
- \$25,000 Hotel Key Cards**
 - Includes company supplied artwork on custom NYEVS hotel key cards and security sleeves given to all faculty and attendees staying at the Marriott Marquis.
 - 1 Available
- \$25,000 2-Hour New York Theme Food Cart**
 Treat NYEVS attendees to a branded food cart for 2 hours in the afternoon session. More information will be provided after sponsorship is secured. Food choices are subject to availability.
 - Includes your logo and messaging prominently displayed on the cart's signage.
 - 1 Available (Daily)
- \$25,000 4-Hour Espresso Cart**
 Energize NYEVS attendees while showcasing your brand on an espresso cart, which will be offered from 8 AM - 12 PM each day.
 - Includes recognition signage near the cart, along with branded coffee sleeves
 - Prominently located on the symposium floor near the exhibit hall entrance
 - Sponsorship includes 2 baristas and assorted drink options including espressos, hot chocolate, cappuccinos, gourmet syrups, with condiments.
 - 2 Available (One sponsor per day)
- \$20,000 Faculty Dinner**
 - 2 Available

- ❑ **\$20,000 Faculty Lounge**

Company Logo screensavers placed on all computers in NYEVS Faculty Lounge

 - Includes Recognition Signage
 - 1 Available
- ❑ **\$15,000 Marketing Advertisement in NYEVS Eblast**

 - Company Advertisement in 1 Endovascular Fellows or NYEVS Promotional Eblast
 - 4 Available (2 Pre and 2 Post Conference eblasts)
- ❑ **\$15,000 Therapy Simulation Room**

Showcase your company devices and product to NYEVS attendees in a small group setting

 - Includes room rental for 1 meeting day
 - Does not include F&B or A/V
 - 4 Available (Daily)
- ❑ **\$10,000 Registration Kiosk Branding**

 - Highlight your company logo or products on Registration Kiosks that attendees will use to print their badge.
 - Vendor to Supply Artwork.
 - 3 Available
- ❑ **\$10,000 Pillar Wrap**

 - Highlight your artwork of choice on a prominent pillar leading into the general session on the symposium level, floor 5.
 - Vendor to Supply Artwork.
 - 1 Available
- ❑ **\$10,000 Charging Station**

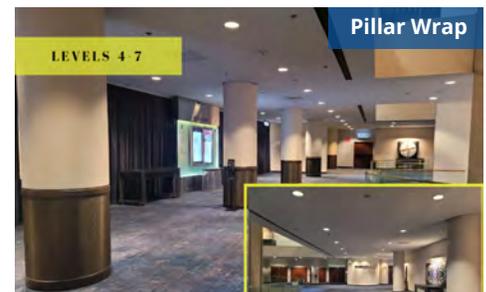
 - Graphic of your choice covering the entire top of 1 charging station, to be prominently located directly outside Registration, or inside the Exhibit Hall, floor 5.
 - Vendor to Supply Artwork.
 - 1 Available
- ❑ **\$10,000 Water Bottles**

 - Showcase your logo on co-branded NYEVS water bottles distributed to all EVS attendees and Endovascular Fellows.
 - 1 Available
- ❑ **\$10,000 Hand Sanitizing Wipes**

 - Showcase your logo on NYEVS branded sanitizing wipes distributed to all NYEVS and Endovascular Fellows Attendees.
 - 1 Available
- ❑ **\$10,000 Elevator Cab Interior Panel**

 - Showcase your brand on a Marriott Marquis elevator that takes attendees to the symposium level.
 - Vendor to Supply Artwork.
 - 1 Available
- ❑ **\$5,000 Event Floor Signage**

 - Showcase your brand at the Marriott Marquis on the highly visible backlit double-sided print displays on the symposium level, floor 5.
 - Vendor to Supply Artwork.
 - 1 Available



SPONSORSHIP FORM

2025 ENDOVASCULAR FELLOWS COURSE & NY ENDOVASCULAR SUMMIT

Marriott Marquis • September 11-13, 2025

Company Name (As it should appear on printed material)

Contact Person (Individual to whom all exhibitor information will be forwarded)

Title

Street Address

City

State

Zip

Telephone

Fax

Email

PARTNERSHIP LEVELS

- \$10,000 Bronze 6' Table-Top Exhibit** *(Includes 3 Complimentary Full-Meeting Badges)*
- \$15,000 Silver 6' Table-Top Exhibit** *(Includes 5 Complimentary Full-Meeting Badges)*
- \$25,000 Gold 10' x 10' Premium Exhibit** *(Includes 8 Complimentary Full-Meeting Badges)*
- \$50,000 Platinum 10' x 20' Premium Exhibit** *(Includes 10 Complimentary Full-Meeting Badges)*

SPONSORSHIPS & BRANDING OPPORTUNITIES (Please select all that apply)

- | | |
|---|---|
| <input type="checkbox"/> \$30,000 Fellows Dinner Symposium (1 Available) | <input type="checkbox"/> \$15,000 Therapy Simulation Room (4 Available Daily) |
| <input type="checkbox"/> \$25,000 EVS Lunch Symposium (2 Available) | <input type="checkbox"/> \$15,000 Endovascular Fellows Course Simulator Session Sponsorship (12 Available) |
| <input type="checkbox"/> \$25,000 Endovascular Fellows Course Or Aortic Bootcamp Lunch Symposium (2 Available) | <input type="checkbox"/> \$15,000 Marketing Advertisement NYEVS Eblast (4 Available) |
| <input type="checkbox"/> \$25,000 Symposium Wi-Fi (1 Available) | <input type="checkbox"/> \$10,000 Registration Kiosk (3 Available) |
| <input type="checkbox"/> \$25,000 Lanyards (1 Available) | <input type="checkbox"/> \$10,000 Pillar Wrap (1 Available) |
| <input type="checkbox"/> \$25,000 Hotel Key Cards (1 Available) | <input type="checkbox"/> \$10,000 Charging Station (1 Available) |
| <input type="checkbox"/> \$25,000 2-Hour New York Theme Food Cart (1 Available Daily) | <input type="checkbox"/> \$10,000 Water Bottles (1 Available) |
| <input type="checkbox"/> \$25,000 4-Hour Espresso Cart (2 Available) | <input type="checkbox"/> \$10,000 Hand Sanitizing Wipes (1 Available) |
| <input type="checkbox"/> \$20,000 Faculty Dinner (2 Available) | <input type="checkbox"/> \$10,000 Elevator Cab Interior Panel (1 Available) |
| <input type="checkbox"/> \$20,000 Faculty Lounge (1 Available) | <input type="checkbox"/> \$5,000 Event Floor Signage (1 Available) |

PAYMENT

Make checks payable to: **Gaffney Events Educational Trust**
 Mail: Gaffney Events, 27322 NE 143rd Place, Duvall, WA 98019

There will be a 3.5% service charge added to all credit card transactions

EIN #: 47-3109028
 Phone: (425) 442-1314
 Email: jennifer@gaffneyevents.com

Pay by credit card: CC# _____ Exp. _____ CCV _____ Zip Code _____

Signature _____



**EXHIBIT SERVICES REQUEST
A.V. & INTERNET SERVICES**

1535 Broadway
New York, NY 10036
212-704-8879

Event Name: _____

Load In - Day/Date/Time: _____

Load Out - Day/Date/Time: _____

Exhibiting Firm: _____ Booth # & Location: _____

Contact Name: _____ Onsite Representative: _____

Phone: _____ Onsite Phone Contact: _____

Email _____

Company Address: _____

Please complete this form and return to EXHIBITS220@PINNACLELIVE.COM

FREQUENTLY REQUESTED ITEMS	QUANTITY	DAILY RATE	SHOW RATE
32" LED Monitor Table Set (No Audio)		\$500	\$1000
42" LED Monitor with Floor Stand		\$650	\$1450
65" LED Monitor with Floor Stand		\$1250	\$2500
Laptop Computer Windows Based		\$375	\$840
Media Server (for file USB playback)		\$55	\$125
Labor and Handling – (per monitor)		\$350	

INTERNET	QUANTITY	SHOW RATE
Wireless Internet Access for (1) device (up to 5Mbps)		\$395
Wireless device(s) Each Additional		\$150
Wired Internet Access (up to 5Mbps)		\$785
Wired Line Installation Each Additional		\$150

**All services are subject to a 25% administrative charge and 8.875% sales tax.
Orders less than 10 business days to load-in subject to short order fee of \$195++
Orders received on-site will be subject to rush fee of \$250++**

Name on Card: _____

Card #: _____ Exp: _____ CVV: _____

Signature: _____ Date: _____

Terms and Conditions

These Terms and Conditions (“Terms”), together with the Scope of Work, Rental Contract, and Exhibitor Pricing Guide, if applicable, and other applicable documents, provided to you in connection herewith, constitute the entire agreement (the “Agreement”) between the undersigned client (“Client” or “you”) and Pinnacle Live LLC (“Pinnacle Live”, “us” or “we”) with respect to the subject matter hereof.

The Scope of Work, including any pricing, discounting, and concessions set forth therein, is valid for thirty (30) days prior to the start date of the program. All prices and availability are subject to change without notice until this proposal is signed, accepted, and the required deposit is received. Until such a time, all equipment reservations, and the scheduling of required technical personnel will be done on a tentative basis only.

Pinnacle Live agrees to rent to Client, and Client agrees to rent from Pinnacle Live, the equipment described more fully in the attached Scope of Work (the “Equipment”), subject to these Terms:

Acceptance

1. Client must review, sign and return these Terms to us prior to receiving any Equipment or related services from us.
2. Adjustments to the Scope of Work can generally be made prior to delivery of the Equipment and provision of services, provided that any necessary labor and equipment are available to accommodate your request.

Estimate Assistance

If you are uncertain of your requirements or for any changes, speak with our Venue Director, Sales Director, or Sales Manager. We can assist with estimating your labor and equipment needs for your program.

Labor Rates

1. Labor costs included in the Scope of Work (“Labor Costs”) are estimates only, and the total Labor Costs will depend on the actual number of hours worked, including any applicable overtime, which we will bill to you at prevailing rates.
2. A standard workday for our staff is eight (8) hours per day. After the first eight (8) hours, overtime rates go into effect at one and one-half (1.5) times the regular rates of pay.
3. If a program continues until after midnight, any hours worked after midnight for the same program shall be considered part of the previous calendar day for purposes of calculating hours and overtime applicability.
4. All labor between the hours of 12:01 AM and 6:00 AM will be billed at 1.5 or 2 times the prevailing rate regardless of the number of hours worked.
5. Pinnacle Live Labor must have at least eight consecutive hours off between each shift or labor will be charged at 1.5 times the prevailing rate beginning at hour one of the subsequent shifts.
6. On federal and state Holidays, labor rates are two times the regular rates of pay.
7. Meal Periods: Operators require a 1 hour paid break period for every 5 hours of consecutive work. Should this requirement not be met, a meal penalty of 2 times the prevailing rate will be applied to each position and the client must supply Hotel prepared meals for the crew. Operators are not permitted to eat at their stations and as such a minimum of 30 minutes should be allotted to step away.
8. A staffed Production and/or Project Manager position (PM) is required for all Ballroom Programs at prevailing rates.

Equipment Rates

1. Client agrees to pay to Pinnacle Live the rental fee for the Equipment during the rental period (“Rental Fee”) specified in the Scope of Work. The Rental Fee is calculated in full-day increments based on the rental rate for each piece of Equipment per calendar day.
2. Additional charges may apply if your actual rental period exceeds the number of days identified in the Scope of Work.
3. A single program that continues until after midnight into the following calendar day may be considered a single day for purposes of calculating the Rental Fee, only if provided in the Scope of Work or otherwise in writing by us.

Administration Fee

The Administration Fee allows Pinnacle Live to provide the necessary support required to help make your meeting or program successful, including pre-program planning and preparation, on-site support, coordination with our hotel partners and more. The entire fee helps cover our administrative costs and is not a gratuity in whole or part to employees of Pinnacle Live or any other party.

Damage & Security

1. Client hereby assumes all responsibility for any and all damages or loss to the Equipment and agrees to pay all costs to repair or replace any Equipment damaged or otherwise rendered out of service through accident, misuse or neglect.
2. In case of loss or destruction of the Equipment or loss of possession thereof, or inability to return equipment to Pinnacle Live in as good condition as when delivered to Client, Client agrees to pay to Pinnacle Live the complete and full current replacement costs of the Equipment.
3. Client agrees to allow Pinnacle Live access to the Equipment, and to each location under Client’s control where the Equipment is located at any time, for the purpose of implementation, service and/or removal.
4. Pinnacle Live will make every attempt to secure its own equipment, however if equipment is to be left on show-site overnight security may be necessary. Any costs of providing security shall be the responsibility of the Customer and may be arranged through the property/venue.

Equipment

1. Pinnacle Live retains all title and rights to Equipment and accessories, and Client shall ensure that no liens, claims or encumbrances are attached thereto or placed thereon.
2. After Pinnacle Live personnel set up the Equipment, Client will have the opportunity to test the Equipment and identify any potential problems with the Equipment before Pinnacle Live personnel depart. After such time, Client is deemed to have inspected and tested the Equipment and agrees to have received the Equipment in good operating condition.

3. Client agrees that Pinnacle Live is not in any way liable for any loss, property damage or personal injury caused by or in connection with the operation, storage or transportation of the Equipment.

4. Client agrees to use the Equipment in good faith and in accordance with all instructions provided by Pinnacle Live, and further agrees to notify Pinnacle Live in the event of any interruption of service or damage to, or failure, of the Equipment.

5. Pinnacle Live shall repair such Equipment or, if unable to repair, use reasonable efforts to replace the Equipment with similar Equipment, if available, as soon as practicable after receiving such notice. Provided, however, that the preceding sentence does not apply where Pinnacle Live determines, in its sole discretion, that the Equipment has been subjected to abuse, misuse, neglect, negligence, accident, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions provided by Pinnacle Live, or use with any third-party product, hardware, software, or product that has not been previously approved in writing by Pinnacle Live.

6. If you are bringing a personal computer or other equipment that will be used for presentation purposes during your program, the computer or other equipment should be tested with the Equipment in advance to ensure compatibility. Please be sure you are familiar with the operation of both your computer and software.

7. All Equipment rentals are for use in the specific room or other location identified in the Scope of Work. Client shall not move the Equipment from the initial set up location for use elsewhere.

8. All Equipment and any other materials furnished by Pinnacle Live shall be removed only by Pinnacle Live at the close of your program in accordance with the Scope of Work.

9. Pinnacle Live is the exclusive provider of rigging services.

10. These prices do not include electrical orders from AmpRite Electrical Service nor internet charges. A Managed Internet Services (MIS) specialist from Pinnacle Live can assist with additional capabilities and proposal clarification or creation.

11. The following charges are beyond Pinnacle Live control and may be applied by the venue: Electrical / Power, Security, Shadow Staff, Fire Marshal, and Fogger / Hazer Use Charges. Pinnacle Live is not responsible for the above charges or any other venue-imposed charges, unless stated in this proposal. These items, if applicable, will be billed separately by the venue or its agents.

Payment

1. MASTER BILL – All charges will be applied to Client's venue master bill upon approval with the venue, unless otherwise set forth in the Scope of Work.

2. The Venue will be Pinnacle Live's agent for payment. The Customer will pay the Venue. The Customer will make full and final payment to Pinnacle Live through such master account with the Venue in accordance with the Venue's payment terms. In all cases, payment in full, and in advance of load-in is required. Should collection procedures become necessary, the Customer agrees to pay attorney fees, court, and all other reasonable costs of collection. CREDIT CARDS: Pinnacle Live accepts credit cards for COD orders only, on behalf of Pinnacle Live.

3. If necessary to enforce the collection of amounts due to us under this Agreement, Client agrees to pay all collection costs and charges incurred by us including court costs and reasonable attorney's fees.

4. The estimated charges do not include any electrical or network charges that may be incurred.

Cancellation

1. Customer must inform Pinnacle Live of any cancellation in writing and said communication must be received during regular business hours. Cancellation of any order less than 45 business days of the scheduled load-in will be billed at full contracted price. Cancellation of any order in less than 90 business days will be subject to a 50% liquidated damages fee. Additionally, any non-refundable deposits paid to suppliers or expenses incurred on behalf of the client will be billed to the client in full regardless of cancellation of this contract.

Changes to Program Quote

1. Prior to the first day of the program, Pinnacle Live will provide an updated estimate of Rental Fees, Labor Costs, and any other applicable charges for approval and signature.

2. Exhibitors must submit all change orders in writing.

Onsite Additions

1. Client must provide to us the names of approved personnel authorized to make changes to the Scope of Work on behalf of Client.

2. Any requests for additional services or equipment after the Equipment is delivered are subject to the availability of our personnel and equipment.

3. You must notify the Pinnacle Live contact listed in the Scope of Work directly to request any changes.

Additional Terms for Exhibitors

1. Insurance and security for the Equipment is solely your responsibility. You must maintain an insurance policy that covers loss or damage to the Equipment in an amount not less than the Equipment's full replacement value as identified on the Scope of Work, and such policy must list Pinnacle Live as an additional beneficiary. You must provide us a copy of the policy prior to receiving any Equipment from us, and must ensure the policy remains active until after we have confirmed receipt of payment for the final invoice.

2. Union labor costs, if applicable, are not included in the Rental Fee.

3. No refunds or credits will be issued after the program ends.

4. These prices do not include electrical orders from AmpRite Electrical Service nor internet charges. A specialist from Pinnacle Live's Managed Internet Services (MIS) team can assist with capabilities and proposal creation.

5. All equipment use must comply with current NEC, Federal, State, and local codes.

6. ALL WIRELESS ACCESS POINTS NOT AUTHORIZED BY PINNACLE LIVE ARE PROHIBITED. Client-provided access points are prohibited for use within the program facility without Pinnacle Live's prior written approval. Wireless access points without adjustable power outputs are prohibited under all circumstances. If you wish to showcase your wireless products, you must contact Pinnacle Live at least fourteen (14) days prior to the start of the program so that we may attempt (but do not guarantee) to engineer a cohesive operating network that limits or controls interference. Approvals may incur a site survey fee.

Indemnification

Client and Pinnacle Live each hereby forever agree to indemnify, defend, and hold harmless the other for any and all third-party claims, losses, costs (including reasonable attorneys' fees and costs), damages, or injury to property and persons (including death) as a result of the negligent acts, errors, or omissions of the indemnifying party and its respective employees, agents, representatives, and contractors. Client also agrees to indemnify, defend, and hold harmless Pinnacle Live, its affiliates and their respective personnel against all claims for copyright, patent, or other intellectual property infringement including claims for licenses and royalties, as a result of Pinnacle Live's use of any and all Client-provided materials such as images, recordings,

transmissions, videos, software, hardware, or any other form of intellectual property, etc., in connection with the program.

Limitation of Liability

1. IN NO EVENT SHALL PINNACLE LIVE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND REGARDLESS OF WHETHER PINNACLE LIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

2. IN NO EVENT SHALL PINNACLE LIVE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO US PURSUANT TO THIS AGREEMENT.

3. REQUESTS FOR RECORDING: ALL RECORDINGS AND EDITS ARE CLAIMED TO BE OF A QUALITY SUITABLE FOR DOCUMENTATION AND TRANSCRIPTION PURPOSES ONLY.

Exclusion of Warranties

PINNACLE LIVE MAKES NO WARRANTY WHATSOEVER REGARDING THE EQUIPMENT OR ITS SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INTERFERENCE; OR (d) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Force Majeure

The parties' performance under this Agreement is subject to governmental actions, applicable law, ordinances, or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; third party failures; or any other emergency of comparable nature beyond the parties' control; in each instance making it impossible, illegal or impracticable to perform its obligations under this Agreement (Force Majeure Event). In the event of the occurrence of a Force Majeure Event, the parties agree that, if possible, the program that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each party; if the parties are unable to reschedule, this Agreement may be terminated upon reasonable written notice without a Cancellation Charge as set forth herein, provided that in the event of any cancellation or postponement of the program or termination of this Agreement due to a Force Majeure Event, Pinnacle Live will return to Client any and all prepayments and deposits made by Client, less reimbursement for any work performed and expenses incurred by Pinnacle Live up through the date of cancellation, postponement or termination (or Client shall, within fourteen days of invoice, pay Pinnacle Live for all such expenses incurred and work performed if no deposit or prepayment has been made).

Entire Agreement; Modification

This Agreement supersedes all previous verbal or written contracts with respect to the subject matter hereof and is held inviolable unless mutually agreed in writing. These Terms and the Agreement prevail over any of Client's general terms and conditions regardless of whether or when Client has submitted its request, order, or such terms. Provision of services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms or the Agreement.