



# EXHIBIT SPACE APPLICATION AND CONTRACT

Phoenix Convention Center

CONFERENCE DATES: June 22-24, 2021

EXHIBIT DATES: June 22-24, 2021

www.nsaconference.org

## QUESTIONS?

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National Account Executive

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(770) 432-8410 x153

### COMPANY (EXHIBITOR) DETAILS

Type or print this application. Complete all sections. Sign and return via e-mail or fax. Upon receipt and approval by NSA, exhibit space will be assigned to you and confirmation including credit card payment instructions will be sent. **Print exactly as you would like listed in all show materials.**

Company Name

Company Street Address

Company City/State/Zip

Company Phone

Company Fax

Company Website

**CONTACT INFORMATION FOR PERSON COORDINATING EXHIBIT BOOTH** (The individual listed below will receive ALL exhibitor communications including invoices, show kit and registration information. Authorized contact for exhibit contract is listed in section 4.)

Name

Title

Phone

Fax Number

E-Mail Address

### PAYMENT REQUIREMENTS

**PAYMENTS:** The exhibit space fee is **\$25.00** per square foot. Minimum booth size is 10' x 10'. (\$2,500 per 10 x 10/100 s.f. space) There is a \$200 charge for each exposed corner. The exhibit space fee is due as follows: (1) for applications received by NSA prior to March 1, 2021, exhibitor must pay to NSA a deposit equal to 50% of the total exhibit space fee. The full balance of the exhibit space fee must be received by NSA no later than March 1, 2021; (2) for applications received by NSA after March 1, 2021, the full exhibit space fee is due at the time your application is submitted, and full payment of the exhibit space fee must be submitted together with your application.

**EXHIBITOR REDUCTION/CANCELLATION POLICY:** Receipt of your signed Exhibit Space Application and Contract (the "Exhibit Contract") is a commitment to exhibit at the conference referenced at the top of this Exhibit Contract (the "Conference"). Therefore, notification of exhibit space cancellation or reduction must be submitted in writing on company letterhead to NSA and exhibitors are required to pay appropriate fees or cancellation penalties. Exhibitors that cancel or reduce exhibit space will pay the following fees:

- For exhibitor cancellation or reduction of exhibit space received by NSA on or before March 1, 2021, the exhibitor will owe and pay 50% of the total exhibit space fee.
- For exhibitor cancellation or reduction of exhibit space received by NSA after March 1, 2021, the exhibitor will owe and pay 100% of the total exhibit space fee.

If company reduces, increases, or cancels its exhibit space for the Conference, the registration badge allowance will be reduced, increased, or forfeited respectively. No-shows will be treated as cancellations and the exhibiting company will lose all accumulated points toward the following year's space assignments.

Additional terms pertaining to the disposition of paid exhibit space fees in the event of exhibitor's breach or default or NSA's cancellation, rescheduling, re-location or other modification of the Conference are set forth in the attached **NSA Exhibitor Rules and Regulations**.

**ACQUISITIONS:** If exhibitor is acquired by another company, the acquiring company will become liable for the full exhibit space fees due hereunder.

### BOOTH LOCATION AND SIZE

**BOOTH LOCATION PREFERENCES:** Please indicate the location and configuration of the booth space requested. NSA recommends not concentrating your choices in only one area of the Exhibit Hall. NSA will make every effort to accommodate your booth preferences and requests but cannot guarantee them.

Requested Booth Locations:

1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ 4th \_\_\_\_\_ 5th \_\_\_\_\_

Organizations we wish to be near:

Organizations we do not wish to be near:

#### Size of Space

Number of 10x10 booths: \_\_\_\_\_ x \$2500 = \$ \_\_\_\_\_

Number of open corners: \_\_\_\_\_ x \$200 = \$ \_\_\_\_\_

Corporate partner discount: \$ \_\_\_\_\_

Total deferred from 2020: \$ \_\_\_\_\_

**TOTAL Exhibit Space/Booth Fee:** \$ \_\_\_\_\_

**NOTE:** Your company is referred to in this agreement as "you", "your", "company" or "exhibitor". All furniture, carpet and accessories, technical and electrical requirements, storage and booth cleaning are the responsibility of the exhibitor. The official exhibitor kit (the "Exhibitor Kit"), with pricing will be available approximately 6 weeks prior to move in.

### METHOD OF PAYMENT

NSA Federal Tax ID # 53-0116293

**Credit Card:** Information for credit card payments will be provided on your invoice.

**Check:** Please send check to: National Sheriffs' Association, Attn: Trade Show/Accounts Receivable, 1450 Duke Street, Suite 300, Alexandria, VA 22314

### ADDITIONAL TERMS

Additional terms of this agreement between you and NSA for the exhibit space are set forth in (a) the attached NSA Exhibitor Rules and Regulations (the "Rules and Regulations"), which are incorporated in and made a part of this Exhibit Contract, and (b) the Exhibitor Kit.

### AUTHORIZATION AND RESPONSIBILITY

By signing below, the undersigned acknowledges and agrees that he or she and exhibitor has received, read and agrees to the terms of this Exhibit Contract, including the Rules and Regulations incorporated by reference herein. Exhibitor's signatory below represents and warrants that he or she has full power and authority to execute this Exhibit Contract on behalf of the exhibitor and to bind the exhibitor to the Exhibit Contract. The undersigned hereby authorizes the National Sheriffs' Association to reserve exhibit space in the Phoenix Convention Center, for use by the above company/organization during the Conference. The exhibitor further agrees to abide by the terms of the Exhibitor Kit and to all conditions under which exhibit space at the Phoenix Convention Center is leased to NSA, and will ensure that all representatives working in the booth are aware of the terms, conditions, and rules pertaining to the exhibition.

This Exhibit Contract may be executed or agreed to through the use of an electronic signature or other electronic means, which shall be deemed the equivalent of an original signature and shall be binding and have the same force and effect as an original or manual signature.

Authorized Signature on behalf of Company (Exhibitor)

Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

# NSA RULES AND REGULATIONS

These NSA Exhibitor Rules and Regulations (the "Rules and Regulations") are part of the Exhibit Contract between exhibitor and National Sheriffs' Association ("NSA"), for exhibit space at the NSA conference identified at the top of the Exhibit Contract (the "Conference"). Tradeshow Logic ("TL") has been engaged to manage the exhibition portion of the Conference (which is sometimes herein referred to as the "Exhibition"), on behalf of NSA. NSA and TL are referred to collectively herein as "Show Management". Show Management reserves the sole right to render all interpretations, amend and enforce these Rules and Regulations and to establish any and all further regulations not specifically covered herein to assure the general success and well-being of the Conference and Exhibition.

Each exhibitor, for itself, its employees, agents and contractors, agrees to abide by these Rules and Regulations and by any amendments or additions hereafter made by Show Management for which notice is provided to exhibitor. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, or best interests of the Conference and Exhibition or is not suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these Rules and Regulations and extends to persons, things, materials, content, products and conduct.

NSA reserves the right to refuse applications that don't meet the standards required or expected, as well as the right to curtail exhibits or parts of exhibits that are contrary to the character, objectives or best interests of NSA, the Conference or the Exhibition.

Show Management's decision and interpretation shall be final in all cases and exhibitor agrees to accept and abide by such decisions.

**1. ELIGIBILITY.** The exhibit area is open to exhibitors whose products and services are directly related to NSA's purpose.

However, NSA reserves the right to reject applications for exhibit space for any exhibitor, product, service, display or promotion that in its opinion is not consistent with the character, purpose, or best interest of NSA, the Conference or Exhibition.

**2. PAYMENT OF SPACE.** For applications received by NSA prior to March 1, 2021, exhibitor must pay to NSA a deposit equal to 50% of the total exhibit space fee. The full balance of the exhibit space fee must be received by NSA no later than March 1, 2021. NSA (or TL on NSA's behalf) may invoice exhibitor for this deposit any time after NSA (or TL on NSA's behalf) receives and accepts a completed Exhibit Space Application and Contract from exhibitor. Applicants whose Exhibit Space Application and Contract is received by NSA after March 1, 2021 ("Late Applicants") must include full payment of the exhibit space fee with the Exhibit Contract to be considered for acceptance and, if accepted by NSA, any such payment shall be non-refundable. Each Late Applicant understands and agrees that even if the Late Applicant is accepted as an exhibitor for the Conference and given exhibit space (a decision which shall be in NSA's sole discretion), certain benefits of timely applications, such as inclusion in NSA's promotional materials for the Conference and Exhibition, may not be provided to the Late Applicant notwithstanding that such Late Applicant has made payment in full. All payments shall be made to NSA in the manner specified in the Exhibit Space Application and Contract. If any of the above payments is not made in accordance with the above terms and conditions, NSA will be under no obligation to exhibitor under the Exhibit Contract or otherwise, meaning among other things that any exhibit space previously reserved

for your organization is subject to release in NSA's sole discretion without notice and without any further obligation of any kind by NSA.

**3. EXHIBITOR REDUCTION/CANCELLATION POLICY.** Receipt of a signed Exhibit Contract is a commitment to exhibit at the Conference and Exhibition. Therefore, notification of exhibit space cancellation or reduction must be submitted in writing on exhibitor letterhead to NSA, and exhibitors are required to pay appropriate fees or cancellation penalties. Exhibitors that cancel or reduce exhibit space will pay the following fees:

- For exhibitor cancellation or reduction of exhibit space on or before March 1, 2021, the exhibitor will owe and pay 50% of the total exhibit space fee.
- For cancellation or reduction of booth space after March 1, 2021, the exhibitor will owe and pay 100% of the total exhibit space fee.

For any exhibitor that cancels its exhibit space, registration badges will be revoked regardless of the point of cancellation. No-shows will be treated as cancellations starting at 4:00 pm (in the time zone where the Conference is located) on June 22, 2021 (the "Set-Up Deadline"). Any exhibit space not installed by the Set-Up Deadline may be set-up at the discretion of NSA, and all expenses will be charged to the exhibitor. Show Management reserves the right, in their sole discretion to reassign any no-show or un-set exhibit space after the Set-Up Deadline. In such event there will be absolutely no refund whatsoever of paid exhibit space fees, or other charges, and all space contracted for must be paid in full. Additionally, exhibitor will lose all accumulated points toward the following year's space assignments.

It is expressly agreed by the exhibitor that in the event it fails to pay the exhibit space fees at the times specified, or breaches or fails to comply with any other provisions contained in the Exhibit Contract (hereafter, "Exhibitor's Default"), Show Management shall have the right to terminate the Exhibit Contract, eject or prohibit exhibitor's exhibit in whole or in part, reassign exhibitor's exhibit space, and/or take possession of said space and enter into a new agreement for the use thereof, or any part thereof, by such parties and upon such terms and conditions as Show Management may deem proper. In the event of Exhibitor's Default, the exhibitor shall forfeit the amount paid for its exhibit space and no refund thereof shall be paid, regardless of whether or not Show Management exercises any of the remedies described in the foregoing sentence.

If for any reason beyond NSA's control (including a Force Majeure Event as hereafter defined), the Conference or Exhibition must be canceled, shortened, delayed, re-located or otherwise altered or changed, exhibitor understands and agrees that, except as expressly provided otherwise in these Rules and Regulations (specifically with respect to the application of exhibitor's paid exhibit space fee to a future conference as hereafter specified), all losses, liabilities, damages, costs and expenses which exhibitor may suffer as a consequence thereof are its responsibility and not that of Show Management, the venue for the Conference and Exhibition (the "Venue") or any of their respective directors, trustees, officers, employees, agents or subcontractors. Exhibitor understands that it is solely responsible for all expenses it incurs in connection with the Exhibit Contract and the transactions described therein, including, without limitation, for travel to the Conference, setup, lodging, freight, employee wages, and any and all other expenses.

Exhibitor, as a condition of being permitted by NSA to be an exhibitor at the Conference and Exhibition, agrees to release, indemnify and hold harmless Show Management, the Venue and each of their respective directors,

trustees, officers, employees, agents and subcontractors from any and all damages, liabilities, losses, costs and expenses which exhibitor may suffer as a result of the cancellation, shortened duration, delay, rescheduling, relocation or other alteration or change in the Conference or Exhibition (in whole or in part) caused by any reason outside NSA's control (including a Force Majeure Event as hereafter defined); provided, however, that the foregoing shall not limit or nullify any NSA obligation to apply exhibitor's exhibit space fees to a future conference as hereafter specified.

NSA shall not be responsible for delays, damage, liability, expenses, loss, increased costs, or other unfavorable conditions arising by virtue of a cause or causes not within the control of NSA (including a Force Majeure Event as hereafter defined). Causes not within the control of NSA shall include, but are not limited to: fire, casualty, flood, epidemic, pandemic, outbreaks of infectious disease or other public health crises, quarantine, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, government regulations, declarations or other acts of government authority, act of a public enemy, war, riot or civil disturbance, terrorist acts, impairment or lack of adequate transportation, inability to secure sufficient labor, curtailment of transportation, technical or other personnel, labor union disputes, unavailability or loss of use of the Venue or other termination by the Venue, municipal, state or federal laws, loss of internet, utilities or communications services, or other acts of God (each, a "Force Majeure Event").

Exhibitor acknowledges and agrees that NSA may cancel, shorten, delay, reschedule, relocate or otherwise alter or change the Conference, Exhibition and exhibitor's associated exhibit space due to a Force Majeure Event. If it does so, exhibitor understands and agrees that all losses, liabilities, damages, costs and expenses which it may suffer as a consequence thereof are its sole responsibility and not that of Show Management, the Venue, or any of their respective directors, trustees, officers, employees, agents or subcontractors. Exhibitor understands that in such event, it may lose all costs and expenses it has incurred, including, without limitation, for travel to the Conference, setup, lodging, freight, employee wages, and any and all other expenses.

In the event there is a material change to the Conference date (in excess of 90 days) and/or location (more than 100 miles) for any Force Majeure Event, then the Exhibit Contract shall terminate and the exhibitor hereby releases w Show Management, the Venue and each of their respective directors, trustees, officers, employees and agents from all claims, damages, liabilities, losses, costs and expenses of any kind or nature which exhibitor may suffer as a result of such termination, except that any unpaid portion of the exhibit space fee due hereunder shall no longer be due and payable and exhibit space fees previously paid shall not be refundable but shall be retained and held by NSA and applied to exhibit space for exhibitor at NSA's 2022 Annual Conference, which shall be subject to exhibitor entering into a new exhibit contract with NSA for exhibit space at such conference on the same or essentially equivalent terms to those set forth in this Exhibit Contract. If the change is immaterial (meaning the Conference date has changed by 90 days or less and/or the location of the Conference has been moved 100 miles or less, then this Exhibit Contract will remain in full force and effect for the new date and/or location except that Show Management shall have the right to make changes in the location of exhibitor's exhibit space, as it deems necessary and proper, based on any change in the location of the Conference or Exhibition.

**4. SPACE RENTAL AND ASSIGNMENT OF LOCATION.** A priority point system will be used to establish priority for the assignment of exhibit space at the Conference and Exhibition. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE CONFERENCE AND EXHIBITION.

**5. USE OF SPACE, SUBLETTING OF SPACE.** No exhibitor shall assign, sublet or share the exhibit space allotted with another business person or organization unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, organizations or agents in the exhibitor's display, with the exception of their parent or subsidiary companies. Exhibitors must show only goods or services manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to promote or solicit business within the Exhibition areas.

**6. EXHIBITOR'S AUTHORIZED REPRESENTATIVE.** Each exhibitor must name one person to be its representative in connection with the installation, operation, and removal of its exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all Exhibition periods. Such representative shall be responsible for keeping the exhibit neat, orderly and in compliance with these Rules and Regulations at all times. Exhibits must be manned by exhibitor representatives who are knowledgeable and qualified to discuss details of exhibitor's products or services. For their own safety and protection, no one under the age of sixteen (16) is allowed on the Exhibition floor during the move-in and/or move-out of any exhibit. During Exhibition hours, only children with name badges will be permitted in the Exhibition area provided they are under close parental supervision. Children are not allowed to use display equipment at any time. Each exhibit booth may not be staffed with more than four (4) exhibiting personnel at one time per 10x10 booth rented.

**7. INSTALLATION AND REMOVAL.** Show Management reserves the right to set the time for the installation and removal of the exhibits. Any exhibit space not claimed and occupied by one (1) hour prior to the published Exhibition opening time may be resold or reassigned without refund. Exhibitors are responsible for arranging and paying all costs associated with the delivery, installation, and removal of their equipment and/or exhibit display materials to and from the Exhibition hall. Installation of all exhibits must be fully completed by the opening time of the Exhibition. Exhibits must be staffed during all Exhibition hours and may not, to any extent, be dismantled before the Exhibition closing time established by Show Management. Any early dismantling or packing shall be considered a breach and default under the Exhibit Contract and may affect future applications.

**8. ARRANGEMENT OF EXHIBITS.** Each exhibitor will be provided an official exhibitor kit ("Exhibitor Kit") by Show Management. The Exhibitor Kit describes the booth construction rules enforced by Show Management. All booth space must be arranged and constructed in accordance

# NSA RULES AND REGULATIONS

with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines or these Rules and Regulations, such exhibit will be prohibited from operating at any time during the Conference and Exhibition. Any such non-conforming exhibit may be dismantled or modified by Show Management, its contractors and agents, at exhibitor's cost, in the sole judgment and discretion of Show Management.

**(a) Exhibitor Plan Review.** Booth construction plans and layout arrangements for first-time exhibitors, exhibits in peninsula or island booth spaces, or exhibits involving other unusual construction features, must be submitted to Show Management for approval at least sixty (60) days prior to the opening of the Conference and Exhibition.

**9. EXHIBITS AND PUBLIC POLICY.** Each exhibitor is charged with knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention, labor and public safety, along with all rules and regulations of the Venue, while participating in the Exhibition. Exhibitor must abide by and observe all laws, rules, regulations and requirements of federal, state and city governments and the Venue. Exhibitors and their agents shall not damage, injure or deface any part of the Venue, exhibit booths, exhibit booth contents, Conference/Exhibition equipment or décor. If such damage occurs, exhibitor is liable to the owner of the property so damaged. No signs or other articles shall be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the Venue. Any and all damages, losses, expenses, and/or costs resulting from exhibitor's failure to comply with these Rules and Regulations shall be payable by the exhibitor upon demand.

Exhibitor must, at its expense, maintain and keep in good order its exhibit and the space for which it has contracted. Show Management and its service contractors have no responsibility for exhibitor's compliance with laws and the Venue's rules and regulations. Should an exhibitor have any questions as to the application of such laws, ordinances, rules and regulations to its exhibit or display, Show Management will endeavor to answer them, but exhibitor is solely responsible for being aware of and complying with such laws and regulations.

All booth components and decorations, including but not limited to carpeting, must be flame-proofed and comply with applicable city and state fire regulations, and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical, computer, technology and communication equipment and wiring must conform to all applicable standards of the Venue and applicable governmental agencies and standard fire regulations and inspection ordinances. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Exhibitors, their contractors and agents must conform to IAEE, ESCA and ED&PA guidelines and must be a signatory to a current local collective bargaining agreement.

**10. STORAGE OF PACKING CRATES AND BOXES.** Unattended freight in any display space as of one hour prior to Exhibition opening may be removed and stored by Show Management or their contractors at the exhibitor's sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in their booth during the Exhibition period; but such materials, when properly marked, will be stored and returned to exhibitor's booth by service contractors at the end of the Exhibition, subject to exhibitor's payment of applicable charges therefor. It is the exhibitor's responsibility to mark and

identify their crates. Crates not properly marked or identified may be destroyed. Show Management shall have no responsibility or liability for the contents of crates or boxes. The removal and return of all crates and boxes will be charged for at prevailing rates. Crates, boxes, or other exhibit materials unclaimed by the exhibitor after the Exhibition will be removed at the exhibitor's expense. Exhibitors will be billed by the service contractor for removal time and materials at prevailing rates. Exhibitor acknowledges and agrees that neither Show Management, its service contractors nor the Venue shall be liable or responsible for any loss or damage to exhibitor's property.

**11. SOCIAL ACTIVITIES.** Any social function or special event planned by exhibitor to take place during the Conference and Exhibition, must be pre-approved in writing by NSA. Exhibitor agrees to not sponsor, host, offer or provide hospitality suites/rooms or other functions during official Conference and Exhibition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by NSA and/or Show Management. Distribution of exhibitor materials is not permitted to attendee sleeping rooms nor doors, NSA meeting rooms or anywhere else in the Venue except in the specified exhibit space.

**12. EXHIBIT HOURS AND ADMISSION.** Admission or attendance during non-Exhibition hours without permission from Show Management is prohibited. Show Management shall have sole control over admission policies. All persons visiting the Exhibition area, including exhibit booth representatives, will be required to register and to wear an appropriate badge.

**13. CANVASSING BY NON-EXHIBITORS.** Conferences admission is limited to registered attendees as well as registered representatives of firms, professional organizations and dealers who have contracted with NSA for exhibit space and/or sponsorship. No other persons or concerns will be permitted to demonstrate their products or services, or distribute advertising materials, at any time during the Conference or Exhibition.

**14. OPERATION OF EXHIBITS.** Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the Conference or Exhibition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, or display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the Conference or Exhibition as a whole. Show Management also reserves the right to refuse to admit or to eject and ban from the Exhibition area any person who engages in inappropriate, unprofessional or objectionable behavior as determined in the sole judgment of Show Management. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

**(a) Food and Beverages.** Exhibitors may not serve food or beverages in the Exhibition area except with the written permission of Show Management and in accordance with the requirements of the Venue, which may require that all food and beverages must be purchased and cleared through the Venue.

**(b) Direct Sales.** Exhibitors are prohibited from selling contact information that has been collected from the Conference or

Exhibition. If leads of any kind are sold by an exhibitor, the exhibitor will lose all priority points and may be prohibited from exhibiting at future NSA conferences. Sales Tax Permits are required if exhibitor will be selling on-site at the Exhibition. It is the responsibility of each exhibitor to secure any licenses or permits that may be required and to collect and remit all city, state and other applicable sales taxes. Show Management reserves the right to restrict any sales activities that it deems inappropriate or unprofessional.

**(c) Promotions, Contests, Sweepstakes, Random Drawings.** In the event that exhibitor advertises, markets, promotes, and/or administers any type of promotion, including but not limited to giveaways, sweepstakes, drawings, or contests in connection with the Conference or Exhibition (collectively "Promotion"), exhibitor agrees that it shall use, publish and make available to entrants official rules for the Promotion which shall comply with all applicable laws and include any mandatory disclosures set forth in the Exhibitor Kit. Exhibitor is solely responsible for: (1) compliance with all applicable laws in the advertising, marketing, promotion, and/or administration of the Promotion; and (2) all costs, damages, liabilities, losses or injuries occasioned by the same. In the event exhibitor does not comply with these provisions relating to Promotions, NSA may terminate the Promotion. Exhibitors must receive written approval to giveaway booth items listed in the NSA sponsorship prospectus. This includes but is not limited to tote bags, water bottles and lanyards, as these are exclusive opportunities.

Show Management, the Venue and each of their respective officers, directors, trustees, employees, representatives, contractors and agents (collectively, the "Released Parties") SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING OUT OF ANY PROMOTION, THE AWARDED, DELIVERY OR USE OF ANY PRIZE, OR ANY ACTS OR OMISSIONS OF EXHIBITOR OR ANY THIRD-PARTY IN CONNECTION WITH ANY PROMOTION.

Exhibitor shall defend, indemnify, and hold the Released Parties harmless from and against, any and all costs, damages, losses, expenses or liability of any kind, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in or exclusion from any Promotion or in any Promotion-related activity, or any actions or omissions of exhibitor in connection with the Promotion.

Exhibitor may not use any NSA trademark, service mark, trade name, logo, slogan, or other designation in the advertising or administration of any Promotion which exhibitor provides without the express written permission of NSA.

**(d) Literature Distribution.** All demonstrations or other activities must be confined to the limits of the exhibitor's exhibit space and booth. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the Venue. Trade publishers are prohibited from soliciting advertising during the Conference and Exhibition. Trade publications may be distributed from an exhibitor's booth, but automatic distribution is prohibited.

**(e) Copyright Licensing.** Exhibitor is solely responsible for obtaining, and shall obtain, any required permissions, licenses or releases to use, broadcast, perform, publish

distribute, modify or display any third party materials including but not limited to copyrighted works or works which involve personal, privacy, publicity, trademark or other third party rights such as (but not limited to) music, video, and software. Exhibitor agrees to indemnify, defend and hold harmless Show Management, the Venue, and each of their respective officers, directors, trustees, employees, representatives and agents, from and against all claims, cost, expenses (including legal fees), damages, losses, demands and liability relating to, arising out of or caused by Exhibitor's failure to obtain any such requisite, permission, license or release.

**(f) Sound.** Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure written approval from Show Management of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

**(g) Videos/Photography.** Picture or video taking other than by official NSA contractors or representatives is prohibited during set-up, dismantle, Exhibition hours, and non-Exhibition hours. Only the exhibitor may grant permission to have its exhibit and/or products photographed, videotaped or any audio presentation taped. Exhibitor hereby grants permission to NSA, its contractors and agents, to photograph, video (with or without sound) and audio record exhibitor and its representatives in connection with exhibitor's participation in the Exhibition, and grants permission to NSA to use such photos, videos and recordings for the commercial promotion of NSA in any form or media now known or hereafter invented.

**(h) NSA Logo.** NSA claims and reserves all trademark rights to its marks and logo. The NSA logo, as well as any other NSA mark or logo related to the Conference and Exhibition, may be used only with the written permission of NSA. Exhibitor agrees to abide by any guidelines provided by NSA for any permitted use of the NSA logo or any other NSA mark.

**(i) Irregular Activities.** All giveaway items, with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the exhibitor's products must be submitted for approval to Show Management at least three (3) weeks prior to the opening of the Exhibition. All exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

**15. LIABILITY AND INSURANCE.** All property of the exhibitor remains under its custody and control in transit to and from the Exhibition hall and while it is in the confines of the Exhibition hall. Neither Show Management, its service contractors, the Venue nor any of their respective officers, employees, trustees, directors, contractors or representatives are responsible for the safety of the property of exhibitor from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the exhibitor. General perimeter security will be provided by NSA for the Exhibition period, but NSA and the guard service provide no representation or assurance with respect to the security of exhibitor property and will not be responsible or liable for any damage or loss of any exhibitor property by or for any cause whatsoever. Exhibitor shall maintain and keep in force, during the term of the installation, Exhibition and move-out dates, Worker's Compensation and Employer's Liability insurance meeting the requirements of the state where the Conference is held, and policies of Commercial General Liability Insurance. Said

insurance shall be in an amount not less than \$1,000,000. Combined Single Limit for personal injury and property damage. Exhibitor hereby waives any and every claim which arises, or may arise, in its favor and against Show Management and/or the Venue, and each of their respective employees, officers, directors, trustees and agents, for any and all loss or damage covered by exhibitor's insurance policies, to the extent that such loss or damage is covered under such insurance policies. Exhibitor agrees to provide to Show Management prior to the start of the Exhibition (or at any time upon Show Management's request), a certificate of insurance that certifies the coverages, limits, and entities insured as set forth in these Rules and Regulations. Exhibitor acknowledges that neither Show Management nor the Venue maintain insurance covering exhibitor's property and that it is the sole responsibility of exhibitor, at its expense, to obtain business interruption and property damage insurance insuring any losses by exhibitor. Show Management shall not be liable to exhibitor in excess of the consideration paid by exhibitor, exclusive of deposit, for breaches of contract or tortious conduct by Show Management, its agents, representatives and contractors, or for acts or omissions of the general public or of any agents, representatives, or contractors of the Venue. Show Management's representatives and contractors shall not be liable for failure to perform their obligations under the Exhibit Contract due to Force Majeure Events. Each exhibitor is required to carry insurance, for its own protection and entirely at its expense, in a minimum amount of \$1,000,000 single limit bodily injury and broad form property damage coverage, naming NSA and TL, and their respective employees and agents, as additional insureds, effective during the period of exhibitor's activity under the Exhibit Contract. Any policy providing such insurance must contain an express waiver by the exhibitor's insurance company of any right of subrogation as to any claims against Show Management and their respective officers, directors, trustees, agents and employees. Neither Show Management, the Venue nor their respective employees/agents and other related or affiliated companies will insure exhibitor's property or assume responsibility or liability for any theft, damage or loss (by any cause) of property of the exhibitor, its agents or employees, nor for any injury that may occur to the exhibitor, its agents or employees.

**16. INDEMNIFICATION.** Exhibitor hereby assumes entire responsibility for and hereby agrees to hold harmless, indemnify, and defend Show Management, the Venue, and each of their respective employees, officers, directors, trustees and agents, against all claims, liabilities, damages, actions, demands, losses, damage or injury to persons or property, governmental charges or fines, costs and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibit space, Venue, Exhibition hall or any part thereof, or its operation or activities at the Conference and Exhibition, excluding any such liability caused by the sole gross negligence or intentional act or omission of Show Management or the Venue. Exhibitor hereby RELEASES, ACQUITS AND FOREVER DISCHARGES AND COVENANTS NOT TO SUE Show Management, the Venue and each of their respective current or former officers, directors, trustees, employees or agents, and their successors or assigns (collectively "Released Parties") from any and all claims, causes of action, suits and/or demands relating to or arising out of exhibitor's participation in the Conference and Exhibition. Exhibitor assumes full responsibility and liability for the actions of itself and its agents, employees, independent contractors and representatives, whether acting within or beyond the scope of their employment,

and agrees to indemnify, defend and hold harmless the Released Parties from and against all claims, suits, demands, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) based on or arising out of any breach by exhibitor of the Exhibit Contract or any negligence, misconduct or other acts or omissions of exhibitor's agents, employees, independent contractors, representatives, guests or invitees, whether acting within or without the scope of their authority. Show Management undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the exhibitor, or its agents, employees, independent contractors, representatives, invitees, or for their respective property used in connection with the Conference and Exhibition, from damage, loss or destruction by fire, theft, accident or other cause. Small and easily portable articles shall be properly secured or removed after Exhibition hours and placed in safekeeping by the exhibitor at exhibitor's risk and expense. Any protection exercised by Show Management shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by exhibitor.

**(a) Use of Certain Property.** Exhibitor will assume all costs arising from the use of patented, copyrighted, trademarked, or franchised materials, content, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless Show Management, the Venue and each of their respective officers, directors, trustees, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

**17. WAIVER.** Show Management shall not be deemed to waive any of its rights under the Exhibit Contract unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

**18. ATTORNEYS' FEES.** Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of the Exhibit Contract or to protect in any manner its interest or interests under the Exhibit Contract, Show Management, if it is the prevailing party, shall be entitled to recover from exhibitor all reasonable costs, charges, and expenses (including attorneys' fees) incurred by Show Management in such matter.

**19. AMERICANS WITH DISABILITIES ACT.** Exhibitor acknowledges its responsibility to comply with the Americans with Disabilities Act (hereinafter "Act"), including making its booth accessible to handicapped persons. Exhibitor agrees to indemnify and hold harmless Show Management and the Venue against all costs, fines, expenses, liabilities and damages which may be incident to, arise out of or be caused by exhibitor's failure to comply with the Act.

**20. OTHER REGULATIONS.** Any and all matters not specifically covered by these Rules and Regulations shall be subject solely to the decision of Show Management. **SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITOR RECEIVES NOTICE OF ANY AMENDMENTS ONCE MADE. EXHIBITOR AND ITS EMPLOYEES AND AGENTS AGREE TO ABIDE BY THESE RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE**

**PRECEDING SENTENCE. EXHIBITOR AND ANY OF ITS EMPLOYEES OR AGENTS WHO FAIL TO COMPLY WITH THE TERMS OF THE EXHIBIT CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY OR UNPROFESSIONALLY, MAY IMMEDIATELY BE DISMISSED AND REMOVED FROM THE EXHIBITION AREA WITHOUT REFUND OR OTHER APPEAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE REMEDIES PROVIDED IN THE EXHIBIT CONTRACT SHALL NOT BE CONSIDERED TO BE EXCLUSIVE BUT INSTEAD SHALL BE CUMULATIVE AND SHALL NOT AFFECT ANY OTHER RIGHT OR REMEDY AVAILABLE TO ANY PARTY.**

**21. EXHIBIT CONTRACT SUBJECT TO TERMS OF NSA'S AGREEMENT WITH THE VENUE.**

The Exhibit Contract is subject to the terms of the agreement between NSA and the Venue for the use of the Conference and Exhibition space, and to terms of any and all agreements between Show Management and any other party relating to the Conference and Exhibition. Exhibitor shall not undertake any act or fail to fulfill any obligation that shall be in violation of said agreements.

**22. COVID-19 WAIVER AND AGREEMENT.**

Exhibitor agrees to abide by any directives, orders, rules or safety measures issued or provided by Show Management, the Venue and any government authority having jurisdiction over the Venue or Conference, including (without limitation), with respect to social distancing, wearing face coverings, hand washing and other safety guidelines. EXHIBITOR ACKNOWLEDGES THE CONTAGIOUS NATURE OF COVID-19 AND THE FACT THAT PARTICIPATION IN THE CONFERENCE AND EXHIBITION, WHICH IS EXPECTED TO INVOLVE A LARGE GATHERING OF PEOPLE, INCREASES THE RISK OF BECOMING EXPOSED TO AND INFECTED WITH COVID-19. EXHIBITOR ACKNOWLEDGES THAT EXHIBITOR AND ITS EMPLOYEES, CONTRACTORS AND AGENTS VOLUNTARILY ASSUME ALL RISK THAT THEY MAY BE EXPOSED TO OR INFECTED WITH COVID-19 AND THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, DAMAGES, MEDICAL EXPENSES, CLAIMS AND OR OTHER LOSSES TO THEM OR THOSE WITH WHOM THEY COME INTO CLOSE CONTACT (REFERRED TO COLLECTIVELY IN THIS SECTION AS THE "LOSSES"). EXHIBITOR HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SHOW MANAGEMENT, THE VENUE AND THEIR DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, MANAGERS AND AGENTS FROM ALL SUCH LOSSES, INCLUDING THOSE RESULTING FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF SHOW MANAGEMENT OR THE VENUE. EXHIBITOR AUTHORIZES SHOW MANAGEMENT AND ITS VENDORS TO SHARE ITS CONTACT INFORMATION WITH PUBLIC HEALTH AUTHORITIES FOR USE AS NECESSARY FOR COVID-19 CONTACT TRACING PURPOSES.

**23. GOVERNING LAW; FORUM.**

The Exhibit Contract shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. Any legal suit, action, or proceeding arising out of or relating to the Exhibit Contract or the transactions contemplated hereby shall be instituted exclusively in the state or federal courts located in Virginia, and exhibitor irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. NSA AND EXHIBITOR HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE EXHIBIT CONTRACT OR

THE TRANSACTIONS DESCRIBED HEREIN. Notwithstanding the foregoing, NSA may bring an action for equitable relief in any court of competent jurisdiction.

**24. SEVERABILITY.** If any provision of the Exhibit Contract shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**25. ENTIRE AGREEMENT; MODIFICATIONS.**

The Exhibit Contract (comprised of the Exhibit Space Application and Contract and these Rules and Regulations), together with the Exhibitor Kit and any other rules or requirements of the Venue provided to exhibitor by Show Management, contain the complete and entire agreement between NSA on the one hand and exhibitor on the other hand, with respect to the matters contained herein and therein, and supersede any prior or contemporaneous agreements, commitments, proposals, or communications with respect to the transactions contemplated hereby and thereby. The Exhibit Contract may not be modified, or its provisions waived, except by a writing signed by NSA and exhibitor. No course of prior or subsequent dealings between NSA and exhibitor and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of the Exhibit Contract.

**26. SURVIVAL.**

In the event of any termination of the Exhibit Contract and following completion of the Conference and Exhibition, in addition to those provisions that by their express terms or nature and context are intended to survive, the following sections of these Rules and Regulations shall survive and continue in effect: 2, 3, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26.