



**2018 NRF PROTECT (Conference and EXPO)
Exhibit Space Application and Contract**

Planned for: June 11-13, 2018 (EXPO June 12-13, 2018) scheduled for the Gaylord Texan Dallas

**Questions? Contact the NRF Exhibits Team
at 202-661-3044**

IMPORTANT INSTRUCTIONS

- 1. Please print or type information on this Exhibit Space Application and Contract ("Contract").
- 2. Fill in all sections of this Contract and sign below.
- 3. Fax signed Contract to (866) 259-6116, email Contract to sakellt@nrf.com, or hand-deliver at the 2017 NRF Protect Conference and EXPO.

- 4. *Purchases:*
 - Credit Card:* Online using link included with invoice. Fax form with credit card information to (866) 259-6116 or email the same form to SakellT@nrf.com.
 - Check:* Mail to NRF 2018 Exhibits, P.O. Box 781081, Philadelphia, PA 19178-1081. Payable to National Retail Federation ("NRF").
 - Electronic Funds Transfer:* Fax payment sheet with routing number to (866) 259-6116.
 - Hand-deliver:* Onsite at 2017 NRF Protect Conference and EXPO.

COMPANY INFORMATION

Please complete the information below. This information will be used to send exhibit correspondence.

EXHIBITOR/COMPANY NAME: _____

Street Address: _____ City: _____

State: _____ Zip/Country Code: _____ Country: _____

Telephone: _____ Fax: _____ Toll Free: _____

Web Address: _____

Exhibitor Contact Name: _____ Title: _____

Contact Direct Phone: _____ Cell: _____ Fax: _____

Exhibitor Contact E-mail: _____

Invoice Contact Name: _____ *Invoice Contact E-mail:* _____

EXHIBIT SPACE REQUIREMENTS

Minimum exhibit space booth size: 10'x10' = 100 sq. ft.

Desired exhibit space booth size: _____ ft. by _____ ft. for a total of _____ sq. ft. ("**Exhibit Space**")

Exhibit space location preferences (one number per blank): 1st _____ 2nd _____ 3rd _____

EXHIBIT SPACE CHARGE

Price of exhibit space per square foot: **\$35.00** for NRF Members OR **\$41.00** for Non-Members

Branding Package: **\$150.00** (includes Company logo on the event website, in a small graphic on the event website, and mobile app)

The total cost of exhibit space ("**Exhibit Space Charge**") is computed as follows:

_____ total square feet x \$ _____ /sq. ft. = \$ _____

+ \$ _____ branding package (if applicable)

EXHIBIT SPACE CHARGE TOTAL \$ _____

Note that this Contract is subject to termination and space may be released if payments are not made on time.

CONTRACT ACCEPTANCE

Before signing, please read the Terms and Conditions, particularly the payment and exhibit space cancellation provisions, on the reverse side which are included in this Contract. The Company listed above with the authorized signature below agrees to all of the Terms and Conditions of this Contract.

Signed: _____

Printed Name and Title: _____

Name (please print) _____ Date: _____

NRF USE ONLY:
Date Rec: _____
Member/Nonmember: _____
Dimensions: _____
Total Sq. Ft.: _____
Booth#: _____
Assigned By: _____
Date: _____
Initialed : _____

Terms and Conditions Exhibit Space Application and Contract for Exhibit Space at the 2018 NRF PROTECT

The Exhibitor/Company named in this Contract ("Exhibitor") hereby agrees to make payment to NRF as stated herein, for good, sufficient and valuable consideration, in exchange for the following at the 2018 NRF PROTECT Conference & EXPO ("Conference"): exhibiting, presenting and/or demonstrating products and/or services and promoting Exhibitor's presence at the Conference in signage, the Conference program guide, mobile application and/or NRF's website. It is the policy of NRF to deposit all checks and to process all credit card orders in partial or full payment of the Exhibit Space Charge upon receipt, however, this alone will not constitute acceptance by NRF or reserve any specific booth space. This application alone does not constitute an offer: only upon receipt of written confirmation from NRF shall it become binding upon NRF.

Grant of License: NRF hereby grants Exhibitor a sublicense to use Exhibit Space. This Contract is not a lease, and no leasehold or tenancy is intended to be nor shall be created as a result of this Contract. Exhibitor grants NRF with a non-exclusive, nontransferable, worldwide, royalty-free license to use and display its name, trademarks, service marks, copyrighted materials and logo ("Licensed Property") for signage and other purposes in furtherance of this Contract. Exhibitor warrants and represents that it has all right, title, and interest in such Licensed Property to convey this license or it has all appropriate permissions to convey this license.

Term and Termination: The Contract term begins as of the date NRF formally accepts this Contract by providing written confirmation after Exhibitor executes it, and the term continues through June 13, 2018 ("Term"). Exhibitor may terminate this Contract only for material breach of this Contract by NRF with thirty days prior, written notice if such breach is not cured during this thirty-day period. Otherwise, Exhibitor may not terminate this Contract for any reason except in accordance with the cancellation terms herein. NRF may terminate this Contract with or without cause with prior, written notice (transmitted by registered or certified mail, commercial delivery service, or email) to Exhibitor and without liability. Termination will not relieve Exhibitor of any obligations that accrue prior to the effective date of termination. Exhibitor acknowledges and agrees that the promotion of Exhibitor in the program guide, signage, the mobile application or on the website for the Conference may continue after termination of the Contract if termination becomes effective after NRF has published or printed such material. Upon termination, Exhibitor agrees to return to NRF, or to destroy any electronic versions of, any complimentary exhibitor badges, registrant lists, attendee lists, and other materials that may be provided by NRF hereunder and to have an officer certify return and destruction in writing.

Outstanding Balance: Exhibitor acknowledges and agrees that during the Term it will remain current with and timely pay all amounts owed hereunder as well as any amounts owed to NRF and/or NRF Foundation for any products and services including, but not limited to, membership dues and sponsorship fees. In addition to its other available remedies, NRF reserves the right to reassign Exhibit Space, terminate this Contract (in other words, refuse Exhibitor access to and participation in the Exhibit Space, and refuse inclusion in the Conference program guide, media and website) if Exhibitor owes any outstanding amounts to NRF and/or NRF Foundation or if Exhibitor breaches any provision of this Contract including, but not limited to, the payment obligations of this Contract. If any payment due under this Contract is not made by the due date, Exhibitor will be assessed and agrees to pay a late charge equal to 1-1/2 percent interest or, if less, the maximum percentage allowed by applicable law on the unpaid amount for each month that payment is past due. In addition, Exhibitor agrees to be responsible for all costs of collection including, but not limited to, attorneys' fees, for any past due balances.

Exhibit Space Charge: The Exhibit Space Charge is based on the following price per square foot: \$35.00/sq. ft. for NRF members and \$41.00/sq. ft. for non-members executing and submitting this Contract to NRF. To be eligible for the NRF member rate, Exhibitor must be a member in good standing for the entire Term. The price for the optional branding package is \$150.00.

Payment Schedule: For signed Contracts received by NRF at 2017 NRF PROTECT, there are three scheduled payments: 10% of the Exhibit Space Charge is due with Contract at 2017 NRF PROTECT, an additional 45% of the Exhibit Space Charge is due before or on September 15, 2017; and the final 45% of the Exhibit Space Charge is due before or on November 30, 2017. For Contracts received by NRF after the conclusion of 2017 NRF PROTECT and no later than September 15, 2017, the Exhibitor will have the following two payments: 50% of the Exhibit Space Charge is due with Contract and the outstanding 50% of the Exhibit Space Charge is due before or on November 30, 2017. For Contracts received by NRF after November 30, 2017, 100% of the Exhibit Space Charge is due with Contract.

Conference Admission: NRF will provide Exhibitor with three (3) complimentary admission passes for three (3) Exhibitor employees to attend all Conference sessions for every 100 square feet contracted by Exhibitor. Additional representatives must register and pay admission to Conference sessions and exhibit hall separately.

Reduction of Exhibit Space: All requests for reductions of Exhibitor's contracted Exhibit Space must be made in writing. NRF reserves the right to decline requests to reduce contracted Exhibit Space for any reason. NRF also reserves the right to change and reallocate the Exhibit Space location if it agrees to reduce the size of the Exhibit Space. See Liquidated Damages section below for fees associated with reduction.

Cancellation of Exhibit Space: All requests to cancel Exhibit Space must be made in writing. See Liquidated Damages section below for fees associated with cancellation. Any points awarded to Exhibitor by NRF for promotion, exhibition, and other activities which provide Exhibitor with priority in the selection of Exhibit Space location ("Priority Points") will become void, and complimentary exhibitor badges and registrant and attendee lists and all copies of such items must be returned to NRF if in tangible form or deleted if in electronic form, with written certification from an officer of Exhibitor as a precondition of NRF's acceptance of cancellation of Exhibit Space. In the event that Exhibitor enters into separate agreement(s) with NRF for Conference sponsorship, meeting room and/or Tech Talk space, Exhibitor hereby acknowledges and agrees that if it later attempts to cancel this Contract and if NRF accepts such cancellation under the terms of this Contract, all separate Conference sponsorship, meeting room and/or Tech Talk agreement(s) between NRF and Exhibitor will terminate and all Cancellation Fees set forth in this Contract and fees for each separate, executed sponsorship, meeting room and/or Tech Talk agreement(s) shall be due to NRF immediately.

Priority Points: Priority Points which allow Exhibitor to have priority in selecting Exhibit Space location at the Conference will be awarded to Exhibitor and used toward the subsequent year, if applicable. Priority Points are not transferable. Any Priority Points awarded shall become void upon termination of this Contract. Priority Points can be rescinded if Exhibitor does not comply with terms of the *Exhibitor Service Manual* or the rules or direction of the Conference Facility and NRF.

Lists: If NRF provides Exhibitor with any list(s) of Conference registrants and/or attendees, Exhibitor acknowledges and agrees that such lists and their contents are trade secrets and proprietary and confidential data owned exclusively by the NRF, and nothing herein shall be construed to transfer such ownership. NRF hereby grants Exhibitor with a limited, revocable, nonexclusive, royalty-free, non-transferable license to use the list (if applicable) one-time for the sole purpose of notifying the Conference registrants and/or attendees of Exhibitor's participation in the Conference. Exhibitor agrees that it will only use registrant and/or attendee list(s) and content provided in connection with this Conference for the sole purpose of notifying Conference registrants and/or attendees of its participation in the Conference. NRF may monitor list usage. Any other use of the list(s) and/or registrant/attendee information by Exhibitor is strictly prohibited. Exhibitor acknowledges and agrees that any other use of the list(s) by Exhibitor will constitute material breach of this Contract and may result in a decrease in any Priority Points awarded and/or no access to attendee lists in future years at NRF's discretion.

Assignment/Sublease: Exhibitor shall not assign its rights or obligations hereunder or sublicense or share the reserved Exhibit Space allotted with another business or firm, unless prior approval has been obtained in writing from NRF. Any attempted assignment or sublicense made in violation of this provision is voidable at NRF's sole option. This Contract is binding upon the successors and permitted assigns of Exhibitor.

Compliance with Laws, Exhibitor Service Manual, and Rules of the Conference Facility: Exhibitor represents and warrants that it will adhere to and comply with all applicable federal, state, city and other local and jurisdictional laws, regulations and rules in effect during the Term of this Contract including, but not limited to, all applicable laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Conference. Additionally, Exhibitor shall be solely responsible for making its Exhibit Space comply with the Americans with Disabilities Act. Exhibitor agrees to comply with the detailed instructions, regulations, and restrictions of NRF and the Conference facility as well as the requirements listed in the *Exhibitor Service Manual* issued by NRF prior to the Conference. NRF and the Conference facility each reserves the right to remove from the premises, directly or through their contractors, any person whose conduct is objectionable, disorderly, disruptive, or in violation of any law or guideline.

Presentation of Exhibit, Space Use, Decorations, Signs, etc.: NRF reserves the right to approve and to reject, at its sole discretion, exhibit presentations, signage, and Exhibit Space use as well as Exhibitor's promotional material for the NRF website, the Conference program guide and other media. Any rejected materials and presentations must be removed immediately and any rejected use of Exhibit Space must cease immediately upon notice from NRF. Instructions, guidelines, restrictions, and regulations concerning the exhibit presentation, Exhibit Space use, decorations, signs, etc. are in the *Exhibitor Service Manual*, and Exhibitor agrees to strictly adhere to them. Some of the requirements included in the *Exhibitor Service Manual* are as follows. Any Exhibit Space that interferes with the use of other exhibits, impedes access to any exhibits, or impedes use of the aisles will not be permitted. In addition, exhibit personnel including demonstrators, receptionists, and models are required to confine their activities within the Exhibitor's Exhibit Space. Exhibitor's Exhibit Space staff will be modestly attired to maintain the professional and business climate of the Conference. Sound presentations, slides, videos or movies will be permitted if tuned to conversational level and if not objectionable to neighboring exhibitors. NRF reserves the right to restrict the use of glaring lights or objectionable light effects. Exhibitor will not present exhibits that include any derogatory remarks directed at another exhibitor's products or services. NRF will provide a standard sign to Exhibitor; Exhibitor must provide all other equipment used in conjunction with the Exhibit Space. Exhibitor agrees to drape unfinished side rails, backwalls and logos on the backwall. NRF will provide pipe and draping only for linear Exhibit Space. Exhibit Space that does not comply with these terms or regulations detailed in the *Exhibitor Service Manual* may be altered by NRF at Exhibitor's expense, and Exhibitor agrees to pay such charges. It is Exhibitor's sole responsibility to secure all rights to use any third-party article or intellectual property.

Staffing and Occupancy of Exhibit Space: During all the hours that the Conference exhibit hall is open, Exhibitor agrees to have the Exhibit Space occupied with display materials and at least one representative. In the event that Exhibitor does not fulfill this staffing and display requirement, NRF may immediately terminate this Contract at its sole option with notice—oral or written—and without liability or further obligation to Exhibitor, and Exhibitor agrees to immediately discontinue use of Exhibit Space.

Photography: Use of cameras—digital cameras, video cameras, and mobile telephone cameras—are not permitted to be used in the Conference exhibit hall without the express consent of an authorized NRF representative.

Registration Badges: Exhibitor's representatives are required to wear registration badges for proper identification at all times while working in the Exhibit Space. Badges may not be shared, only one badge is allowed per person.

Age Restrictions: No one under the age of 18 is allowed to be inside of the Conference exhibit hall during the Conference.

Smoking Policy: Smoking is strictly prohibited in the Conference exhibit hall.

Conference Changes: In the event that it becomes necessary for NRF to use an alternate location for the Conference, NRF reserves the right to change the Expo and/or Exhibit Space location in its sole discretion. NRF may at any time, in its sole discretion: cancel the Conference exhibition, close the Conference exhibition on any day or days, and/or vary the announced hours the Conference exhibition is open to visitors without liability to Exhibitor. Should NRF cancel the Conference exhibition, NRF may terminate this Contract without liability with notice to Exhibitor.

Shipment of Goods: Exhibitor is responsible for the shipment and delivery of all equipment and materials for the Exhibit Space to and from the Conference facility. Shipments should be addressed as stated in the *Exhibitor Service Manual*. NRF IS NOT LIABLE OR RESPONSIBLE FOR ANY INCIDENTS OF LOSS, THEFT, DAMAGE, OR OTHERWISE OF EXHIBITOR'S EQUIPMENT AND MATERIALS BEFORE, DURING, OR AFTER THE CONFERENCE.

No Endorsement: Except as expressly stated by NRF in writing, Exhibitor acknowledges that NRF does not endorse the product(s) or service(s) included in the Exhibit and agrees that it will not directly or indirectly represent that NRF has or will make such an endorsement.

Insurance: Exhibitor acknowledges that NRF does not maintain insurance coverage for Exhibitor's property, employees, contractors, agents, other personnel, or for its losses. For the entire term of this Contract, Exhibitor shall obtain and maintain insurance issued by a company authorized to do business in the state where the Conference facility is located. The minimum coverage required is: Workers Compensation, statutory amount under the law where the Conference facility is located; Employer's Liability \$500,000 per incident; Comprehensive General Liability (including Blanket Contractual Liability Insurance)--(1) Bodily Injury, \$1,000,000 for each person, \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate, and (2) Property Damage \$500,000 each occurrence; and Comprehensive Automobile, \$500,000 each person and \$500,000 property damage, or \$1,000,000 combined single limit. Exhibitor agrees to make "National Retail Federation" an additional insured to such policies with the exception of the Employer's Liability and Workers Compensation. As evidence of said coverage, Exhibitor is responsible for forwarding to NRF a certificate of insurance at least thirty (30) days prior to the Conference which shall include a provision for a cancellation notice to NRF of not less than thirty (30) days prior to cancellation. Exhibitor agrees to notify NRF immediately of any material change in the policies. In the event of any cancellation of Exhibitor's insurance coverage, NRF may, at its sole discretion, terminate this Contract with notice to Exhibitor without liability. Exhibitor's insurance terms and/or endorsement will indicate that the insurance carrier shall have no right of recovery or subrogation against NRF.

Warranties: Exhibitor warrants and represents that it is the sole owner of and has all right, title, and interest in and to the trademarks, service marks, logos, copyrights, and other intellectual property that it uses, provides and licenses to NRF hereunder ("Intellectual Property"). Furthermore, Exhibitor warrants and represents that it has the right to enter this Contract and to license the Intellectual Property to NRF, and such license does not and will not violate or infringe the rights of any third parties.

Disclaimer: Limitation of Liability: EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, NRF DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OF THE CONDITION OR QUALITY AND/OR CONFIGURATION OF THE EXHIBIT SPACE, THE NRF WEBSITE, SIGNAGE, PROGRAM GUIDE AND SERVICES PROVIDED BY NRF HEREUNDER. EXCEPT FOR THE SOLE GROSS NEGLIGENCE OF NRF AND EXCEPT AS REQUIRED BY LAW, NRF, NRF FOUNDATION AND THEIR DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES ARE NOT LIABLE FOR ANY LOSSES OR DAMAGES TO ANY PROPERTY OR OR INJURIES SUSTAINED BY THE EXHIBITOR OR ITS EMPLOYEES, AGENTS, INVITEES, CONTRACTORS OR OTHER PERSONNEL FOR ANY CAUSE WHATSOEVER IN THE CONFERENCE FACILITY OR WHILE IN TRANSIT TO OR FROM THE CONFERENCE. IN NO EVENT, EXCEPT AS REQUIRED BY APPLICABLE LAW, SHALL NRF OR ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, ASSIGNEES, OR SUCCESSORS BE LIABLE FOR THE PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS REGARDLESS OF THE BASIS OF THE CLAIM AND WHETHER NRF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS RESTRICTED BY APPLICABLE LAW, IN NO EVENT WILL NRF BE RESPONSIBLE TO EXHIBITOR HEREUNDER FOR ANY AMOUNTS EXCEEDING THE EXHIBIT SPACE CHARGE.

Liquidated Damages: Reduction of Exhibit Space. Requests to reduce the Exhibit Space size will be accepted by NRF as long as Exhibitor pays NRF, in addition to the full Exhibit Space Charge for the reduced exhibit space, a reduction fee ("**Reduction Fee**") totaling either: (i) 10% of the difference between the Exhibit Space Charge for the original Exhibit Space and the exhibit space charge for the reduced exhibit space if NRF receives the reduction request before or on September 15, 2017, or (ii) 50% of the difference between the Exhibit Space Charge for the original Exhibit Space and the exhibit space charge for the reduced exhibit space if NRF receives the reduction request after September 15, 2017 and before or on November 30, 2017, or (iii) 100% of the difference between the Exhibit Space Charge for the original Exhibit Space and the exhibit space charge for the reduced exhibit space if NRF receives the request after November 30, 2017. The Reduction Fee amount is due with the written notice of reduction, or will be retained if previously paid. The Reduction Fee pays for costs incurred by NRF to accommodate the requested change and will be retained or due and payable with written notice of reduction regardless of whether the released space is resold. **Cancellation of Exhibit Space.** Cancellation of Exhibit Space by Exhibitor, which includes nonperformance of Exhibitor's payment obligations, constitutes material breach of this Contract and must be made in writing. In the event of cancellation by Exhibitor, a fee for cancellation will be due and payable to NRF with notice of cancellation, or will be retained if previously paid, regardless of whether the space is resold ("**Cancellation Fee**"). For cancellation of this Contract or Exhibit Space received before or on September 15, 2017 the Cancellation Fee is 10% of the Exhibit Space Charge. For cancellation received after September 15, 2017 and before or on November 30, 2017 the Cancellation Fee is 50% of the Exhibit Space Charge. For cancellation received after November 30, 2017, the Cancellation Fee is 100% of the Exhibit Space Charge. The parties acknowledge and agree that reduction or cancellation of Exhibit Space by Exhibitor will result in substantial harm and hardship to NRF that is difficult to ascertain at the time that the parties enter into this Contract. Therefore, the parties agree that any Reduction Fee or Cancellation Fee constitutes liquidated damages and not penalties and that these amounts are a fair and reasonable provision for NRF's damages in the event of Exhibit Space reduction and/or cancellation by Exhibitor regardless of whether the Exhibit Space or the released portion of the Exhibit Space is resold. NRF does not waive any of its available remedies. Acceptance of reduction and cancellation requests is only effective if made in writing by NRF.

Indemnification: Exhibitor shall indemnify, hold harmless and defend NRF, its current and future directors, officers, agents, employees, subsidiaries, affiliates, assignees, and successors ("**Indemnitees**") from and against all third-party losses, claims, liabilities, damages, actions, expenses and judgments recovered from or asserted against the Indemnitees, or any one of them, arising out of this Contract including, without limitation, attorneys' fees and litigation and arbitration expenses for: (1) any bodily injury to any persons resulting from acts or omissions of Exhibitor or Exhibitor's officers, employees, agents, invitees or contractors, (2) any loss of, through theft or otherwise, or damage to property resulting from acts or omissions of Exhibitor or Exhibitor's officers, employees, contractors, invitees or agents, (3) NRF's use, in accordance with the terms of this Contract, of patented, trademarked, or copyrighted materials, equipment, devices, or processes furnished by Exhibitor, (4) any infringement or alleged infringement by Exhibitor or its employees, agents, representatives, contractors or personnel of third-party intellectual property rights in connection with the Conference or Exhibitor's use of Exhibit Space, or (5) Exhibitor's breach of any term or obligation of this Contract. Such indemnification shall not be effective to the extent that damage or injury results from the sole gross negligence of any of the Indemnitees.

Non-competes: During the Conference dates and times and during other dates and times of any NRF events related to the Conference, Exhibitor agrees not to schedule or conduct any Exhibitor-sponsored meeting or event at a time that conflicts with any portion of the NRF-scheduled Conference or any related event. Any violation of this provision will constitute a material breach of this Contract by Exhibitor and will be deemed a cancellation of the Exhibit Space subject to Cancellation Fees listed in the Liquidated Damages section and the cancellation of benefits provided under this Contract (for example, Priority Points and all complimentary badges).

Survival: The following provisions shall survive the term of this Contract: Term and Termination, Cancellation of Exhibit Space, Lists, No Endorsement, Warranties, Disclaimer, Limitation of Liability, Liquidated Damages, Indemnification, Survival, Non-competes, and Miscellaneous.

Miscellaneous: No Joint Venture. Exhibitor and NRF are contractors independent of one another, and nothing in this Contract shall be construed to create a partnership, joint venture, agency relationship or other joint enterprise between them. Neither party has the authority to bind the other to any third-person or to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties hereto. **Severability.** Should any provision of this Contract be held to be void or unenforceable, the remaining provisions shall remain in full force and effect to be read and construed as if the void or unenforceable provisions were originally deleted. **Notices.** Unless otherwise stated herein, any notices or other communications under this Contract shall be deemed properly served when sent postage prepaid by registered or certified mail or by commercial delivery service with delivery receipt to NRF's Sr. Vice President, Conferences with copy to NRF's Vice President, Associate General Counsel at the Washington D.C. address listed in this Contract. Notices to Exhibitor should be addressed to the Contract signatory or their designee using the contact information provided herein or using other information provided by Exhibitor in writing. Notwithstanding the foregoing, Exhibitor hereby agrees that email from NRF to the Exhibitor's contact person listed in this Contract or their designee will be acceptable and sufficient notice for invoices, cancellation or termination, and other communications from NRF. Payments must be made as indicated on the first page of this Contract. **Waiver of Breach.** No failure by either party to take action on account of any breach by the other shall constitute a waiver of any breach by the party. **Disputes.** Any and all disputes arising in connection with this Contract shall be submitted first to a senior officer of each party for informal resolution. The validity, interpretation, and performance of this Contract shall be governed by the laws of the District of Columbia without regard to conflicts of law principles. All disputes which arise in connection with or are related to this Contract shall be resolved, if not sooner settled, in Washington D.C., and Exhibitor agrees to submit irrevocably to the personal jurisdiction of the federal and local courts of the District of Columbia. Nothing in this Agreement shall prevent either party from seeking injunctive relief (or any other provisional remedy or equitable relief) from any court having jurisdiction over the parties and the subject matter of the dispute to protect any of their respective rights. **Entire Agreement.** This Contract constitutes the entire agreement between Exhibitor and NRF with respect to the subject matter hereof. Except as otherwise expressly stated herein, any amendment to this Contract must be in writing and signed by both parties. This Contract supersedes any prior oral or written agreements, negotiations or understandings between the parties concerning the subject matter hereof. NRF shall have the authority to enforce, interpret and amend the requirements set forth in this Contract and in the *Exhibitor Service Manual* and to make additional rules and requirements which, in its discretion, shall be necessary for and in the best interest of the Conference. **Force Majeure.** NRF shall not be liable for failure to perform any or all obligations hereunder due to force majeure event(s) beyond the reasonable control of the parties including, but not limited to, acts of God, acts of war, threats or acts of terrorism, strike, fire, unavailability of transportation, unavailability of facilities, unavailability of Conference facility, riot, or sabotage which make it commercially impracticable, impossible, or illegal to hold the Conference. **Order of Precedence.** If there are any terms in the *Exhibitor Service Manual* that conflict with the terms herein, the provisions of this Contract shall supersede and have precedence. Furthermore, the terms of this Contract shall supersede and have precedence over the terms included in any invoices, purchase orders, or similar documents related to the subject matter of this Contract. **Headings.** Headings are used for convenience only and shall not be included in the interpretation of the Contract.



Exhibitor/Company Name: _____

Payment Method

- Check Enclosed for \$ _____ Check# _____
Make checks payable to National Retail Federation and mail to NRF at P.O Box 781081, Philadelphia, PA 19178-1081

- Bank Wire Transfer Routing Number: _____
*Fax wire transfer information to (866) 259-6116 or
Scan and email wire transfer information to SakellT@nrf.com*

- Charge \$ _____ to my: ___ AMEX ___ MC ___ VISA ___ Discover ___ Diners

 Credit Card # _____ Exp. Date ___/___/___
*Fax credit card information to (866) 259-6116 or
Scan and email credit card information to SakellT@nrf.com*

Authorized by:

Name on Card: _____

Credit Card Address: _____

Cardholder Signature (required): _____