

2019 NRF: Retail's BIG Show Exhibit Space Application and Contract

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

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Scheduled for:

January 13-15, 2019

Jacob Javits Convention Center

New York, NY

Important Instructions

- Please print or type information on this Exhibit Space Application and Contract ("**Contract**").
- Fill in all sections of this Contract and sign below.
- Delivery of signed Contract: Hand deliver, fax to (866) 259-6116, or email to SakellT@nrf.com.
- Payment
Credit Card: Hand deliver or use online link included with invoice(s) to provide credit card information.
Online: Use the link included with invoice(s).
Checks: Mail to NRF 2019 Exhibits, P.O. Box 781081-1081, Philadelphia, PA 19178-1081. Make payable to National Retail Federation.
Electronic Funds Transfer: Email SakellT@nrf.com for routing information.

A. Company ("Exhibitor") Information

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

Member Non-member

Company Name: _____

Street Address: _____ City: _____

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

Telephone: _____ Fax: _____ Toll Free: _____

Web Address: _____

Exhibitor Contact Name: _____ Title: _____

Contact Phone: _____ Fax: _____ Email: _____

Invoice/Accounting Contact: _____ Phone: _____ Email: _____

Public Relations Contact: _____ Phone: _____ Email: _____

B. Space and Charges

Check all that apply:

1. Standard Exhibit Booth Space

- Cost of **exhibit booth space** per square foot: **\$55.00** for NRF Members, **\$64.00** for Non-Members.
 Desired **exhibit booth space** size: _____ ft. by _____ ft. *Minimum Exhibit Space size permitted: 10'x10' = 100 sq. ft.*

2. Turnkey Exhibit Booth Space Package

- Package A: One 10ft.-by-10ft. exhibit booth space with fabric graphic, 1 round black café table, 2 side chairs, 2 arm lights, 1 wastebasket, 10ft.-by-10ft. carpet, installation and dismantling of space. **\$8,500.00** for NRF Members, **\$9,400.00** for Non-members
- Package B: One 10ft.-by-20ft. exhibit booth space with fabric graphic, 2 reception counters, 2 round black café tables, 8 side chairs, 4 arm lights, 1 wastebasket, 10ft.-by-20ft. carpet, installation and dismantling of space. **\$18,300.00** for NRF Members, **\$20,100.00** for Non-members
- Package C: One 20ft.-by-20ft. exhibit booth space with fabric graphic, 2 radius counters with logo, 3 24in. round black café tables, 6 stools, 2 wastebaskets, 20ft.-by-20ft. carpet, installation and dismantling of space. **\$47,000.00** for NRF Members / **\$50,000.00** Non-members

3. Meeting Space

- Cost of **meeting space** on EXPO floor (includes hard walls and carpet) per square foot: **\$64.00** for NRF Members, **\$74.00** for Non-members.
 Desired **meeting space** size: _____ ft. by _____ ft.

For purposes of this Contract, "Exhibit Space" refers to the exhibit booth space, turnkey exhibit booth space, and/or meeting space size ordered in this Contract.

C. Branding Package Option and Charge

Check if applicable (only provided in conjunction with the spaces listed above in Section B):

Branding Package which includes upgraded online listing, logo in mobile application and in on-site interactive maps: \$500.00

D. Contract Total

Total Due for Exhibit Space ("D1") \$ _____

Total Due for Branding Package (if applicable) \$ _____

Administrative Fee \$150.00

TOTAL CONTRACT AMOUNT DUE ("Exhibit Space Charge"): \$ _____

E. Contract Terms & Conditions

Before signing, please read the Terms and Conditions, particularly the payment and cancellation provisions on the reverse side which are included in this Contract. Cancellation and Reduction Information can be found on the back of this Contract under the Liquidated Damages heading. *Exhibit Space may be cancelled by NRF for nonpayment or late payment.*

The undersigned agrees to all of the Terms and Conditions of this Contract and certifies that s/he has the authority to bind the Exhibitor/Company whose name is listed above.

Exhibitor's Contact Name (please print) _____

Signature: _____ Date _____

NRF USE ONLY:

Date Rec: _____

Member/ Non-member

Booth #: _____

Assigned by: _____

Customer No.: _____

For mutual consideration, the sufficiency of which is hereby acknowledged, the Company named on the reverse side of this Contract ("Exhibitor") hereby agrees to make payment to NRF as stated herein, and NRF shall permit, subject to the terms herein, Exhibitor to occupy Exhibit Space at NRF 2019: Retail's Big Show ("Conference") scheduled to be held at the Jacob Javits Convention Center in New York, N.Y. for presenting and demonstrating products and/or services. NRF will issue invoice as confirmation/acceptance of this Contract.

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, royalty-free license to use and display its name, trademarks, service marks, copyrights and logo for signage and other purposes in furtherance of this Contract. Exhibitor warrants and represents that it has all right, title, and interest in and to that it secured all appropriate permissions to convey this license.

Term and Termination: The Contract term begins as of the date NRF issues the first invoice to Exhibitor and continues through January 15, 2019 ("Term"). Exhibitor may terminate this Contract only for material breach of this Contract by NRF with thirty (30) days prior, written notice if such breach is not cured within the thirty-day period. Otherwise, Exhibitor may not terminate this Contract for any reason except as expressly permitted herein. NRF may terminate this Contract with or without cause with prior, written notice to Exhibitor and without liability. Termination shall 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 and in other Conference media may continue after termination of the Contract if termination becomes effective after NRF has published such material. Upon termination, Exhibitor agrees to return to NRF any tangible versions and to destroy any electronic versions of complimentary exhibitor badges, registrant lists, attendee lists and other materials that may be provided by NRF hereunder.

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

Exhibit Space Charge: The Exhibit Space Charge includes all of the following: (1) Exhibit Booth Space -- \$55.00/sq. ft. for NRF members, \$64.00/sq. ft. for non-members; (2) Turnkey Exhibit Space Packages -- Package A \$8,500.00 for NRF members, \$9,400.00 for nonmembers / Package B \$18,300.00 for NRF members, \$20,100.00 for non-members / Package C \$47,000.00 for NRF members, \$50,000.00 for non-members; (3) Meeting Space -- \$64.00/sq. ft. for NRF members, \$74.00/sq. ft. for non-members; (4) a Branding Package if selected by Exhibitor, \$500.00; and (5) a mandatory Administrative Fee of \$150.00 per company. To be eligible for the member rate, Exhibitors must be members of NRF in good standing for the entire Term of this Contract.

Payment Schedule: Exhibitors submitting this Contract at the 2018 NRF Annual Convention and EXPO will have three scheduled payments: 10% of Exhibit Space Charge due with Contract, 45% of the Exhibit Space Charge due before or on April 30, 2018, and the remaining 45% of the Exhibit Space Charge due before or on June 30, 2018. All other Exhibitors submitting the Contract after the 2018 Annual Convention & EXPO and before or on June 30, 2018 will have two scheduled payments: 55% of the Exhibit Space Charge due with this Contract and 45% of the Exhibit Space Charge due before or on June 30, 2018. Any Contract submitted after June 30, 2018 must be accompanied by 100% of the Exhibit Space Charge. Exhibitor will pay interest at the rate of 1.5% per month, or the maximum legal rate if lower, on all payments not made when due and such interest will accrue until amounts due are paid in full.

Conference Admission: NRF will provide Exhibitor with one (1) complimentary admission pass for one (1) Exhibitor employee to attend all Conference sessions and six (6) complimentary passes for the admission of six (6) Exhibitor employees to the EXPO exhibit hall for every 100 square feet of Exhibit Space contracted by Exhibitor. Additional representatives must register and pay admission to Conference sessions and the exhibit hall separately.

Exhibit Space Allotment: It is the policy of NRF to deposit all checks and to process credit card orders for payment of the Exhibit Space Charge upon receipt. The deposit and/or processing of such payments does not legally obligate NRF to provide any specific Exhibit Space location, and NRF shall not be liable for its failure to provide such space. NRF shall make reasonable efforts to accommodate a request for certain Exhibit Space.

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 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, exhibiting, 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 Conference registrant and attendee lists and all tangible copies of such items must be returned to NRF, and deleted if in electronic form, with written certification by an officer of Exhibitor upon request by NRF with NRF's acceptance of cancellation of Exhibit Space. In the event that Exhibitor enters into separate agreements with NRF for Conference sponsorship, and/or Exhibitor Big Ideas 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, then all separate Conference sponsorship and/or Exhibitor Big Ideas agreement(s) between NRF and Exhibitor will terminate, and all cancellation fees set forth in this Contract and each separate, executed sponsorship, meeting room, and/or Exhibitor agreement(s) will be due to NRF immediately.

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 proprietary and confidential data owned exclusively by NRF, and nothing herein shall be construed to transfer such ownership. NRF hereby grants Exhibitor with a limited, revocable, nonexclusive, nontransferable license, subject to review at all times, to use the list(s), if applicable, one-time 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) by Exhibitor will constitute great harm to NRF, and the 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 in addition to other available remedies, at NRF's discretion. Exhibitor agrees to discard and delete all copies of list(s) after use.

Assignment/Sublease: Exhibitor shall not assign its rights or obligations hereunder or sublicense or share the assigned Exhibit Space with another business or firm unless prior approval has been obtained in writing from NRF. Any attempted assignment without the required consent shall be void at NRF's option. This Contract is binding upon all successors and permitted assigns of Exhibitor and NRF.

Compliance with Laws, Jacob Javits Convention Center Regulations and Exhibitor Service Manual: Exhibitor represents and warrants that it will adhere to and comply with all existing and/or amended federal, state, city and other local jurisdictional laws, regulations and rules in effect during the term of this Contract including, but not limited to, all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Conference. Exhibitor agrees to comply with all Jacob Javits Convention Center regulations and guidelines as well as the requirements of the *Exhibitor Service Manual* at all times. Additionally, Exhibitor shall be responsible solely for making its Exhibit Space comply with the requirements of the Americans with Disabilities Act. Exhibitor agrees to hire Jacob Javits Convention Center labor to perform the following tasks: loading, unloading and moving Exhibitor freight materials and machinery; loading and unloading decorating equipment to and from a marshalling point on the exhibit show floor except for hand-carried materials; crating and re-crating and all work involved in the erection and dismantling of exhibits, displays, backgrounds and booths; all work requiring the use of bolts and screws or nail fasteners; tying, hanging or nailing; taping of flags, banners, or signs; tile and rug-laying; skidding and reskidding turntables; handling and delivery of furniture, carpeting, modular interlocking booth systems and other contractor-owned and leased equipment; pad wrapping, protection work, ramp protection; and installing draperies including, but not limited to, wall draperies, table skirting, booth equipment draperies, flag and bunting and party decorations except for "pop-up" booths. Such labor shall be provided on written order at the established rates of the New York Convention Operating Center and such services shall be utilized pursuant to the rules set forth herein and in the *Exhibitor Service Manual*. Exhibitor is responsible for all payment for such services. Exhibitor agrees that neither Exhibitor nor any contractor hired by Exhibitor or any vendors supplying goods or services to Exhibitor shall utilize any other labor to perform services described in this section. Contractors are permitted to use their own personnel as managers and supervisors of the labor described above in this section, provided that they have completed a questionnaire and have been approved by the Jacob Javits Convention Center, that they are performing only legitimate managerial tasks, and that the contractor maintains a reasonable ratio of managers and supervisors to labor. Employees of the Jacob Javits Convention Center, contractors, employees of contractors, Exhibitor and employees of Exhibitor are prohibited from giving to or accepting from anyone, directly or indirectly, any gratuities or anything else for any reason in the Jacob Javits Convention Center or in relation to any work performed in the Jacob Javits Convention Center. In addition, Exhibitor shall not bring into the Jacob Javits Convention Center any explosives, fuel, combustible or hazardous materials, or decorative materials that are not fireproof or flameproof, or any materials or substances deemed hazardous by the Fire Department of the City of New York. Exhibitor agrees to comply with the detailed instructions, regulations, and restrictions of NRF, the Jacob Javits Convention Center, and the *Exhibitor Service Manual* issued by NRF approximately three (3) months before the Conference. The NRF, independent contractors of NRF, and/or the Jacob Javits Convention Center reserve the right to remove from the premises any person whose conduct is objectionable, disorderly, or disruptive.

Presentation of Exhibit, Space Use, Decorations, Signs, etc.: NRF reserves the right to approve and to reject, at its sole discretion, exhibit presentations and Exhibit Space use. Any rejected exhibits must be removed immediately upon notice from NRF. Instructions, guidelines, restrictions, and regulations concerning the exhibit presentation, space use, decorations, signs, etc. are set forth herein and in the *Exhibitor Service Manual*; Exhibitor agrees to strictly adhere to them. Some of the listings included in the *Exhibitor Service Manual* are as follows. Any Exhibit Space that interferes with the use of any exhibit and/or meeting space, impedes access to any exhibit and/or meeting space, or impedes use of any aisles will not be permitted. In addition, Exhibit Space personnel including, but not limited to, 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. For Standard Exhibit Space, NRF will provide a standard sign to Exhibitor, and Exhibitor must provide all other equipment in conjunction with the Exhibit Space. Exhibitor agrees to drape unfinished side rails, backwalls and logos on the backwall; however, NRF will provide pipe and draping for linear Standard Exhibit Space. For Turnkey Exhibit Booth Space, see the first page of this Contract for items included in the package. An Exhibit Space that does not comply with the terms or regulations detailed in the *Exhibitor Service Manual* may be altered by NRF at Exhibitor's sole expense. 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 will immediately terminate this Contract with or without notice and without liability or further obligation to Exhibitor, and Exhibitor will immediately discontinue use of Exhibit Space.

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 may be used per person.

Photography: Use of cameras, digital cameras, mobile phone cameras and video cameras is not permitted in the Conference exhibit hall without the express consent of an authorized NRF representative.

Age Restrictions: No one under the age of 18 is allowed to be inside of the EXPO 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 location and/or Exhibit Space location and/or to reallocate Exhibit Space at its discretion without liability, and Exhibitor hereby agrees to such change. NRF may at any time, in its sole discretion, cancel the Conference Expo, close the Conference Expo on any day or days, and/or vary the announced hours the Conference Expo is open to visitors without liability. Should NRF cancel the Conference Expo, it may terminate this Contract immediately and without liability upon providing Exhibitor with notice.

Shipment of Goods: Exhibitor is responsible for the shipment and delivery of all of its exhibit equipment and materials to and from the Jacob Javits Convention Center. 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 PROPERTY, EQUIPMENT AND MATERIALS BEFORE, DURING, OR AFTER THE CONFERENCE.

Insurance: Exhibitor acknowledges that NRF does not maintain insurance coverage for Exhibitor's property, employees, contractors, agents, and other personnel, or for Exhibitor's 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 of New York. The minimum coverage required is: Workers Compensation, Statutory amount under New York law; Employer's Liability, Statutory amount under New York law; Comprehensive General Liability (including Blanket Contractual Liability Insurance) Combined for bodily injury and property damage, One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate; Comprehensive Automobile Liability insuring owned, non-owned or hired vehicles to be used in and out of the Jacob Javits Convention Center, Five Hundred Thousand Dollars (\$500,000.00) injuries for each person, One Million Dollars (\$1,000,000.00) in respect of injuries to more than one person, and Five Hundred Thousand Dollars (\$500,000.00) property damage, or One Million Dollars (\$1,000,000.00) combined single limit. As evidence of such coverage, Exhibitor shall forward to NRF a certificate of insurance at least thirty (30) days prior to the Conference, which shall include NRF as an additional insured for all coverages listed above except for Employer's Liability and Workers Compensation, and shall include a provision requiring a notice to NRF of cancellation of coverage of not less than thirty days after Exhibitor first learns of any such cancellation. Exhibitor agrees to notify NRF immediately of any material change in or cancellation or non-renewal of the policies during the Term. In the event of any cancellation of Exhibitor's insurance coverage, NRF reserves the right to immediately terminate this Contract with notice to Exhibitor without liability. Exhibitor's insurance terms or endorsement will indicate that the insurance carrier shall have no right of recovery or subrogation against NRF.

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 OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF THE CONDITION, QUALITY AND/OR CONFIGURATION OF THE EXHIBIT SPACE, NRF WEBSITE, SIGNAGE, PROGRAM GUIDE, LISTS, OR SERVICES PROVIDED BY NRF. EXCEPT AS REQUIRED BY APPLICABLE LAW, NRF AND ITS AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES ARE NOT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR INJURIES SUSTAINED BY THE EXHIBITOR OR ITS AFFILIATES, EMPLOYEES, AGENTS, INVITEES, CONTRACTORS, OR OTHER PERSONNEL FOR ANY CAUSE WHATSOEVER DURING THE CONFERENCE, IN THE JACOB JAVITS CONVENTION CENTER 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 PUNITIVE, 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. IN NO EVENT WILL NRF BE RESPONSIBLE TO EXHIBITOR HEREUNDER FOR ANY AMOUNT EXCEEDING THE ABOVE-LISTED TOTAL EXHIBIT SPACE CHARGE AMOUNT PAID BY EXHIBITOR.

Liquidated Damages: Reduction of Exhibit Space: Requests for the reduction of the Exhibit Space by Exhibitor must be made in writing. Requests received by NRF 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 (or modified) Exhibit Space, a reduction fee ("**Reduction Fee**") totaling either: (i) 10% of the price difference between the Exhibit Space Charge for the original Exhibit Space and the reduced Exhibit Space if reduction request is received before or on April 30, 2018 regardless of whether the original Exhibit Space is resold; (ii) 50% of the price difference between the Exhibit Space Charge for the original Exhibit Space and the reduced Exhibit Space if reduction request is received after April 30, 2018 and before or on June 30, 2018 regardless of whether the original Exhibit Space is resold; or (iii) 100% of the price difference between the Exhibit Space Charge for the original Exhibit Space and the reduced Exhibit Space if reduction request is received after June 30, 2018 regardless of whether the original space is resold. The Reduction Fee amount is due with the written request of reduction. The minimum exhibit space and meeting room space is 100 sq. ft. **Cancellation of Exhibit Space:** Requests for the cancellation of the Exhibit Space by Exhibitor must be made in writing. In such event, a fee for cancellation will be due and payable (or retained if previously paid) with the request for cancellation regardless of whether the Exhibit Space is resold ("**Cancellation Fee**"). For requests to cancel this Contract received by NRF before or on April 30, 2018, the Cancellation Fee is 10% of the Exhibit Space Charge. For cancellation requests made after April 30, 2018 and before or on June 30, 2018, the Cancellation Fee due is 55% of the Exhibit Space Charge. For cancellation requests made after June 30, 2018, the Cancellation Fee due 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 and any Cancellation Fee constitute 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 or cancellation by Exhibitor regardless of whether the Exhibit Space is resold. NRF does not waive any of its available remedies. Acceptance of reduction and/or cancellation request(s) is/are only effective if accepted in writing by NRF.

Indemnification: Exhibitor shall indemnify, hold harmless and defend NRF, its directors, officers, agents, employees, subsidiaries, assignees, and successors and NRF Foundation ("**Indemnities**") from and against all third-party losses, claims, liabilities, damages, actions, expenses and judgments including, without limitation, attorneys' fees and litigation and arbitration expenses recovered from or asserted against the Indemnities or any one of them arising out of this Contract for: (1) any bodily injury of any persons resulting from acts or omissions of Exhibitor, its officers, employees, contractors, or agents; (2) any loss of, through theft or otherwise, or damage to property resulting from acts or omissions of Exhibitor, its employees, officers, contractors 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 the Exhibitor's use of Exhibit Space, and/or (5) Exhibitor's breach of any of its obligations under 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 Indemnities.

Non-compete: During the Conference dates, Exhibitor agrees not to schedule or conduct a Company/Exhibitor-sponsored meeting or event for attendees of the Conference at a time that conflicts with any NRF-scheduled Conference events.

Survival: The following provisions shall survive the Term of this Contract: Term and Termination, Outstanding Balance, Cancellation of Exhibit Space, Lists, Assignment/Sublease, Compliance with Laws, Conference Changes, Shipment of Goods, Disclaimer, Limitation of Liability, Liquidated Damages, Indemnification, Survival, 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 otherwise 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:** Any notices or other communications under this Contract shall be deemed properly served when sent postage prepaid by registered or certified mail, return receipt requested or by commercial delivery service with delivery receipt. Notices to NRF should be addressed to S.V.P., Conferences and with a copy to V.P., Associate General Counsel, and notices to Exhibitor will be addressed to the Contract signatory using the contact information provided herein. Notwithstanding the foregoing, payments by check and other routine communications may be sent by regular mail or delivered in person. **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 other breach of performance by the other. Any waiver by NRF will only be effective if made in writing by NRF. **Disputes:** Any and all disputes arising in connection with the terms and conditions of this Contract shall be submitted first to the 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 conflict 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 state/local courts of Washington D.C. Nothing in this Contract shall prevent either party from seeking injunctive relief (or any provisional remedy or equitable relief) from any court having jurisdiction to protect any of its respective rights. **Entire Agreement:** This Contract constitutes the entire agreement between Exhibitor and NRF with respect to the subject matter hereof. This Contract supersedes any prior oral agreements, negotiations or understandings between the parties concerning this Conference and the subject matter hereof. Any amendment to this Contract must be in writing and signed by both parties to have effect. However, notwithstanding the foregoing, NRF shall have the sole authority to enforce, interpret and amend the terms set forth in this Contract and in the *Exhibitor Service Manual* and to make additional rules and regulations which, in its discretion, shall be necessary for and in the best interest of the Conference. The parties agree that the terms of any purchase order shall not modify the terms of this Contract and will not supersede or have precedence over the terms of this Agreement; the terms of this Contract shall govern this transaction. **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, government regulation, strike, fire, unavailability of transportation, unavailability of Conference facility, riot or sabotage which make it commercially impracticable, impossible, or illegal to perform its obligations or to hold the Conference. **Order of Precedence:** If there are any terms in the *Exhibitor Service Manual* (not incorporated herein) and/or invoice confirmation/acceptance that conflict with the terms herein, the provisions of these Contract Terms and Conditions shall supersede and have precedence. **Headings:** Headings are used for convenience only and shall not be included in the interpretation of this document.