



2018 SHOP.ORG Exhibit Space Application and Contract

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

Scheduled for:

September 12-14, 2018 (Expo dates September 13-14, 2018)
Scheduled for The Venetian Las Vegas Sands Expo Convention Center
Las Vegas, NV

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 or email Contract to SakellT@nrf.com.
4. *Purchases.*
Credit Card: Online using the link included with invoice.
Fax credit card information to (866) 259-6116

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: On site at 2017 Shop.org Retail's Digital Summit.

A. Company 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: _____ **Mobile:** _____ **Toll Free:** _____

Web Address: _____

Exhibitor Contact Name: _____ **Title:** _____

Contact Phone: _____ **Mobile:** _____ **Email:** _____

Public Relations Contact: _____ **Mobile:** _____ **Email:** _____

Invoice Contact: _____ **Phone Number:** _____ **Email:** _____

B. Exhibit Space Charge

Check all exhibit space that applies ("Exhibit Space"):

TURNKEY PACKAGE A: EXHIBIT SPACE with COMPANY GRAPHICS

Includes for every 10' x 10' of space contracted:

- 10' x 10' wide x 8' high double-sided shared backwall
- Single-sided custom graphics for backwall
- Custom grey 30" round x 42" high bar table
- 2 custom zoe y bar stools
- Black pedestal with storage and custom logo on front of counter
- 10' x 10' carpet (black)
- 1 electrical outlet

- Member: \$11,500.00 per 100 sq. ft. (10' x 10' space)
 Non-member: \$12,500.00 per sq. ft. (10' x 10' space)

*For exhibitors formed within three years of the date of signature below:
(start-ups): \$5,000.00*

BASIC SPACE

- Member: \$7,500.00 per 100 sq. ft. (10' x 10' space)
 Non-member: \$8,500.00 per 100 sq. ft. (10' x 10' space)

TURNKEY PACKAGE B: EXHIBIT SPACE

Includes for every 10' x 10' of space contracted:

- 10' wide x 8' high double-sided shared backwall
- 30" x 30" custom graphic overlay for backwall
- Black round x 42" high bar table
- 2 black barstools
- 10' x 10' carpet (black)

- Member: \$9,500.00 per 100 sq. ft. (10' x 10' space)
 Non-member: \$10,500.00 per 100 sq. ft. (10' x 10' space)

For exhibitors formed within three years of the date of signature below (start-ups): \$3,000.00

HOSPITALITY SUITE

- Member: \$6,250.00 per 100 sq. ft. (10' x 10' space)
 Non-member: \$7,250.00 per 100 sq. ft. (10' x 10' space)

OPTIONAL: Branding Package (ad next to online exhibitor listing and logo on mobile app listing) \$ \$500.00

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

Total for all Exhibit Space (total square feet multiplied by price per square foot): \$ _____

TOTAL FOR ALL EXHIBIT SPACE & BRANDING PACKAGE (if applicable) ("Exhibit Space Charge") \$ _____

C. 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.

Note that this Contract is subject to termination if payments are not made on time. NRF reserves all rights and remedies for nonpayment under this Contract which include, but are not limited to, collection of fees that are past due and loss of any exhibit space preferences and holds.

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: _____

Initialed by: _____

Customer No.: _____

Terms and Conditions Governing Exhibit Space Application and Contract for Exhibit Space at the 2018 SHOP.ORG Event

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For mutual consideration, the sufficiency of which is hereby acknowledged, the company named on the first page of this Contract ("Exhibitor") hereby agrees to make payment to National Retail Federation ("NRF") as stated herein, and NRF shall permit, subject to the terms herein, Exhibitor to occupy Exhibit Space at the 2018 SHOP.ORG event ("Conference") scheduled to be held at The Venetian Las Vegas Sands Expo Convention Center ("Conference Facility") for exhibiting (including presenting and/or demonstrating) products and/or services. This application alone does not constitute an offer; only upon NRF's receipt of this document signed by Exhibitor and NRF sending an email confirming its acceptance of this Contract shall this Contract become binding upon NRF.

Grant of License: NRF hereby grants Exhibitor a revocable, limited, nontransferable, non-exclusive 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, worldwide license to use and display its name, trademarks, service marks, copyrighted materials and/or logos provided to NRF 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 or has satisfied all requirements to convey such license.

Term and Termination: The Contract term begins as of the date NRF sends its confirmation email notice of its receipt of the signed Contract. This Contract continues through September 14, 2018 ("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. NRF may terminate this Contract with or without cause with prior, written notice to Exhibitor and without liability. Should NRF terminate this Contract "without cause," i.e. reasons other than material breach by Exhibitor or occurrence of a force majeure event as described below, NRF will refund Exhibitor amounts paid less 10% of the Exhibit Space Charge. 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 without liability if termination becomes effective after NRF has printed or published such material and the license granted by Exhibitor will be extended in such instance. Upon termination by either party, Exhibitor agrees to return to NRF any tangible versions and to destroy any electronic versions of any complimentary exhibitor badges, registrant lists, attendee lists and other materials that may be provided by NRF hereunder. Exhibitor acknowledges that any Priority Points (as defined in the Cancellation of Exhibit Space section below) will become void upon termination of this Contract by NRF for material breach of Exhibitor's obligations. Termination shall not relieve either party of any obligations that accrue prior to termination.

Outstanding Balance: Exhibitor acknowledges and agrees that during the Term it will remain current with and will timely pay all amounts owed hereunder as well as any amounts owed to NRF and any of NRF's affiliates or related entities 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 Exhibitor's Exhibit Space, terminate this Contract (in other words, cancel and refuse Exhibitor access to and participation in the Exhibit Space, and/or refuse inclusion in the Conference program guide, website, and other media) if Exhibitor owes outstanding amounts to NRF and any of NRF's affiliates or if Exhibitor breaches any provision 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 per cent interest, or the maximum percentage allowed by applicable law if lower, for each month that payment remains past due. In addition, Exhibitor agrees to be responsible for all costs of collection including, but not limited to, attorneys' fees and legal costs, for any past due balance.

Exhibit Space Charge: The Exhibit Space Charge is listed above in this Contract. Exhibitor agrees to be responsible for the non-member rate if it is not a member of NRF in good standing for the entire Term of this Contract.

Payment Schedule: Exhibitors submitting this Contract at the SHOP.ORG 2017 conference will have three scheduled payments: 10% of Exhibit Space Charge due with Contract; 45% of the Exhibit Space Charge due before or on December 17, 2017; and the remaining 45% of the Exhibit Space Charge due before or on March 18, 2018. All other Exhibitors submitting this Contract after the SHOP.ORG 2017 conference and before or on March 18, 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 March 18, 2018. Any Contract submitted after March 18, 2018 must be accompanied by 100% of the Exhibit Space Charge.

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 of Exhibit Space contracted by Exhibitor. Any 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 NRF 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. Any points awarded to Exhibitor by NRF for exhibiting and other activities which provide Exhibitor with priority in the selection of exhibit space location at the Conference ("Priority Points") will become void. 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 NRF's acceptance of cancellation of Exhibit Space. In the event that Exhibitor enters into separate agreements with NRF for Conference sponsorship(s) and other Conference exhibit/meeting space(s), 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(s) and/or other exhibit/meeting space(s) will terminate, and all cancellation fees set forth in this Contract and each separately executed sponsorship and/or exhibit/meeting agreement(s) shall be due to NRF immediately. See Liquidated Damages section below for fees associated with cancellation.

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 to use the list(s) one-time for the sole purpose of notifying Conference registrants and/or attendees of their participation in the Conference. Any other use of the list(s) by Exhibitor will constitute breach of this Contract and may result in a decrease in any Priority Points awarded and/or no access to attendee lists and exhibiting and sponsorship opportunities in future years, at NRF's discretion, in addition to other remedies available to NRF. NRF may monitor list usage.

Assignment/Sublease: Exhibitor shall not assign any of its rights or obligations hereunder. In addition, Exhibitor shall not sublicense or share the Exhibit Space with another business or organization unless prior approval has been obtained in writing from NRF, and NRF enters a separate agreement with the other business or organization planning to share the Exhibit Space. 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.

Compliance with Laws, Conference Facility Regulations and Exhibitor Service Manual: 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 laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Conference. Exhibitor agrees to comply with all Conference Facility regulations and guidelines as well as the requirements of the *Exhibitor Service Manual* at all times during the Term. Additionally, Exhibitor shall be responsible solely for making its Exhibit Space comply with the Americans with Disabilities Act. NRF, independent contractors of the NRF, and the Conference Facility 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, signage and Exhibit Space use as well as promotional materials for the Conference guide and other media. Any rejected materials and/or exhibit must be removed immediately and any rejected use of Exhibit Space use must cease immediately upon notice from NRF. Instructions, guidelines, restrictions, and regulations concerning the Exhibit Space 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 use of Exhibit Space that interferes with the use of any other exhibit, impedes access to any exhibit, or impedes use of any aisles will not be permitted. In addition, Exhibitor's 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 only 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 all exhibitors. Exhibitor must provide all other equipment that it uses in conjunction with the Exhibit Space. Exhibitor agrees to drape unfinished side rails, back walls and logos on the back wall; however, NRF will provide pipe and draping for linear Exhibit Spaces. 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. 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 breaches this Agreement by not fulfilling 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 per person.

Photography: Photography with the use of any technology 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 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 Exhibit Space location and/or reallocate Exhibit Space at its 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. Should NRF cancel the Conference exhibition, it may terminate this Contract immediately without liability by 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 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.

Insurance: Exhibitor acknowledges that NRF does not maintain insurance coverage for Exhibitor's property, employees, contractors, agents, and 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 takes place. "National Retail Federation and its directors and employees" shall be included as additional insureds on Exhibitor's Commercial General Liability and Comprehensive Automobile policies. The minimum coverage required is: Workers Compensation, Statutory amount under applicable state law; Employer's Liability \$500,000.00 per incident; Comprehensive General Liability (including Blanket Contractual Liability Insurance): (1) Bodily Injury, \$1,000,000.00 for each person for each occurrence, and \$2,000,000.00 general aggregate, and (2) Property Damage \$500,000.00 each occurrence; and Comprehensive Automobile, \$500,000.00 each person, \$1,000,000.00 each occurrence, and \$500,000.00 property damage or \$1,000,000.00 combined single limit. As evidence of said coverage, Exhibitor shall forward to NRF certificates of insurance which shall include a provision for a notice of cancellation to NRF of not less than thirty days. Exhibitor agrees to notify NRF immediately of any material change in or cancellation or non-renewal of any policies. In the event of any cancellation or non-renewal of Exhibitor's insurance coverage during the Term, NRF reserves the right to immediately terminate this Contract with notice to Exhibitor without liability or to purchase insurance for Exhibitor, and Exhibitor hereby agrees to compensate NRF for all actual costs incurred. Exhibitor's insurance terms or endorsement will indicate that the insurance carrier shall have no right of recovery or subrogation against NRF. Exhibitor and its employees, agents, contractors, and other personnel will not subrogate against NRF for theft of, loss of, or damage to Exhibitor's property or the property of Exhibitor's contractors or employees while in transit to, within, and from the Conference exhibit hall.

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 OF THE CONDITION OR QUALITY AND/OR CONFIGURATION OF THE EXHIBIT SPACE, NRF WEBSITES, SIGNAGE, PROGRAM GUIDE, LISTS, MOBILE APPLICATIONS, OR SERVICES PROVIDED BY NRF. EXCEPT FOR NRF'S SOLE GROSS NEGLIGENCE AND EXCEPT AS REQUIRED BY LAW, NRF, ITS AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES ARE NOT 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 WHILE AT THE CONFERENCE, IN THE CONFERENCE FACILITY OR WHILE IN TRANSIT TO OR FROM THE CONFERENCE. EXCEPT AS REQUIRED BY LAW, IN NO EVENT SHALL NRF OR ITS 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 AMOUNTS EXCEEDING THE AMOUNTS PAID HEREUNDER BY EXHIBITOR.

Liquidated Damages: Reduction of Exhibit Space: Requests to reduce the Exhibit Space size will be accepted by NRF as long as Company pays NRF, in addition to the full Exhibit Space Charge for the modified Exhibit Space, a reduction fee ("Reduction Fee") totaling: (i) 10% of the price difference between the Exhibit Space Charge for the original Exhibit Space and the revised/reduced Exhibit Space if a reduction request is received in writing before or on December 17, 2017 regardless of whether the original space is resold; (ii) 50% of the price difference between the Exhibit Space Charge for the original Exhibit Space and the revised/reduced Exhibit Space if a reduction request is received in writing after December 17, 2017 and before or on March 18, 2018; or (iii) 100% of the price difference between the Exhibit Space Charge for the original Exhibit Space and the revised/reduced Exhibit Space if a reduction request is received in writing after March 18, 2018 regardless of whether the original space is resold. The Reduction Fee amount is due with the written request of reduction. **Cancellation of Exhibit Space:** Cancellation of the Exhibit Space by Exhibitor constitutes material breach of this Contract and such request must be made in writing. However, Exhibitor may exercise a contractual option of paying the appropriate Cancellation Fee (described below) and may be released from its obligation to exhibit if accepted in writing by NRF. If cancellation is accepted by NRF, a fee for cancellation will be due and payable with written request for cancellation (or retained if previously paid) regardless of whether the Exhibit Space is resold ("Cancellation Fee"). For requests to cancel this Contract received before or on December 17, 2017, the Cancellation Fee is 10% of the Exhibit Space Charge. For cancellation after December 17, 2017 and before or on March 18, 2018, the Cancellation Fee is 50% of the Exhibit Space Charge. For cancellation after March 18, 2018, 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 the Reduction Fee and Cancellation Fee constitute liquidated damages and not penalties and that this amount is 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. Acceptance of reduction and/or cancellation requests is only effective if accepted in writing by NRF. In the event that NRF accepts such request and Exhibitor makes timely, full payment of the applicable Reduction Fee or Cancellation Fee, NRF agrees that it will not pursue additional amounts for reduction or cancellation by Exhibitor. Notwithstanding the foregoing, NRF does not waive any of its available remedies.

Indemnification: Exhibitor shall indemnify, defend and hold harmless NRF, its current and future directors, officers, agents, employees, subsidiaries, affiliates, assignees, and successors ("**Indemnitees**") from and against any and all third-party losses, claims, liabilities, damages, actions, expenses and judgments recovered from or asserted against Indemnitees or any one of them including, without limitation, attorneys' fees and litigation and arbitration expenses 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 authorized use of patented, trademarked or copyrighted materials, equipment, devices, or processes furnished by Exhibitor in furtherance of NRF's obligations hereunder; (4) any infringement or alleged infringement by Exhibitor or its employees, agents, representatives, contractors or personnel of intellectual property rights in connection with the Conference or the Exhibitor's use of Exhibit Space, or (5) Exhibitor's breach of any of its obligations under this Contract.

Non-compete: During the Conference dates and other dates related to the Conference, Exhibitor agrees not to schedule or conduct an Exhibitor-sponsored or produced meeting or event for attendees of the Conference at a time that conflicts with the scheduled Conference events. 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 the 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, Outstanding Balance, Cancellation of Exhibit Space, Promotion, Assignment/Sublease, Conference Changes, Shipment of Goods, Disclaimer, Limitation of Liability, Liquidated Damages, Indemnification, Survival, Non-compete, 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 nor to act in any way as the representative of the other, unless expressly agreed to in writing and 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 to NRF under this Contract shall be deemed properly served when sent to NRF's Washington D.C. office with postage prepaid by registered or certified mail, or by commercial delivery carrier with delivery receipt, addressed to NRF's Sr. Vice President, Conferences and to NRF's Vice President, Associate General Counsel. 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 Exhibitor's contact person listed in this Contract or their designee will be acceptable and sufficient notice for invoices, cancellation or termination. Payments should be sent 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 party shall constitute a waiver of any other breach of performance by the other party. Disputes. Any and all disputes arising in connection with the terms and conditions of 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 conflict of laws 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 (state) courts of the District of Columbia. Nothing in this Contract 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 stated expressly herein, any amendment to this Contract must be in writing and signed by both parties. This Contract supersedes any prior oral agreements, negotiations and understandings between the parties concerning this Conference and the subject matter hereof. Notwithstanding the foregoing, NRF shall have the authority to enforce, interpret and amend the regulations 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. 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, acts of terrorism, government regulation, strike, fire, unavailability of transportation, unavailability of Conference Facility, riot or sabotage which make it inadvisable, commercially impracticable, impossible, or illegal for NRF to perform its obligations or to hold the Conference. Order of Precedence. If there are any terms in the *Exhibitor Service Manual* or confirmation letter that conflict with any of the terms herein, the provisions of this Contract shall supersede and have precedence. Headings. Headings are used for convenience only and shall not be included in the interpretation of the Contract.