

# THE 2023 NAHB INTERNATIONAL BUILDERS' SHOW®

## EXHIBITOR CONTRACT TERMS, CONDITIONS, RULES AND REGULATIONS

### A. OBJECTIVE

The objective of the NAHB International Builders' Show (the "Exposition") is to provide an educational framework for the dissemination of the newest ideas in the housing industry through the assembly of leaders from all areas of the building industry, with program activities and product displays, and with the primary purpose of exchanging information directed at solving complex building needs, both national and international. The Exposition and the NAHB Convention help provide a forum for the introduction of new building products and services to NAHB members and non-members.

### B. DEFINITIONS

As used herein:

1. "Exhibitor" collectively shall mean the entity or individual that applied for exhibit space and each of its officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.
2. "Exposition" shall mean the 2023 NAHB International Builders' Show.
3. "Facility" shall mean the Las Vegas Convention Center, located in Las Vegas, Nevada.
4. "NAHB" and/or "Exposition Management" shall mean the National Association of Home Builders, which owns, produces and manages the Exposition.

### C. CONTRACT

By checking the "I Accept" button on the Application for Exhibit Space, Exhibitor agrees to abide by these Terms, Conditions, Rules and Regulations and all amendments thereto and decisions of Exposition Management. The Application for Exhibit Space becomes a binding contract between NAHB and Exhibitor upon NAHB's acceptance of Exhibitor's Application and issuance of a confirmation and invoice to Exhibitor. The individual who accepts the terms of this Agreement on behalf of Exhibitor, by clicking the "I Accept" button, warrants that he or she is authorized to enter into contracts that are binding on Exhibitor.

### D. CHARACTER OF EXHIBIT

It is understood and agreed by Exhibitor that the Exposition is undertaken by NAHB primarily for the education of its members, who represent all aspects of the housing industry. To this end, Exhibitor agrees as follows:

1. To exhibit only products manufactured or distributed by the Exhibitor in the regular course of its business, comprising materials, equipment, apparatus, systems, services, and other component products pertinent to the building industry.
2. To display such products or services in a tasteful manner which is intended to describe and depict the advantages of using such products or service.

Exposition Management reserves the right:

1. To prohibit any exhibit or part thereof which, in its sole opinion, violates this Contract or in any other way, is not suitable to, or in keeping with, the character and spirit of the Exposition.
2. To close an exhibit which, in its sole opinion, violates this Contract during the course of the Exposition.
3. To refuse to permit an Exhibitor which, in its sole opinion, violates this Contract to participate in one or more future NAHB Exposition(s) by reason thereof.
4. To change the floor plan (including, but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or to provide, in its exclusive judgment, a safer, more satisfactory, attractive and successful Exposition.
5. To terminate or interrupt Exhibitor's use of or access to the space as a result of or arising from information possessed or threat(s) received by Exposition Management or the Facility concerning an imminent danger to any part of the Facility or any occupant or guest therein or in any property immediately adjacent thereto, and Exposition Management shall not be responsible for, nor have any liability arising from any such termination or interruption of Exhibitor's use of or access to the space.

Exposition Management has absolute discretion to exercise these rights. Provided, however, that the taking by Exposition Management of any one or more of the above actions shall not limit in any way other remedies available to Exposition Management provided elsewhere in this Contract or provided by law.

### E. EXHIBIT RULES AND REGULATIONS

In order to provide a well-balanced, well-regulated, attractive, and successful Exposition, no exceptions to the following rules will be permitted. Exposition Management reserves the right to enforce strict compliance with these Rules and Regulations.

1. Indoor Exhibit Space
  - a. **Early Rate** - Applications with required deposits received on or before March 11, 2022, the indoor exhibit space rate is **\$48.00** per square foot.
  - b. **NAHB Member Rate** - NAHB Member Applications with required deposits received after March 11, 2022, the indoor exhibit space rate is **\$49.75** per square foot.
  - c. **Non-Member Rate** - Non-Member Applications with required deposits received after March 11, 2022, the indoor exhibit space rate is **\$53.00** per square foot.

2. Outdoor Exhibit Space
  - a. **Early Rate** –Applications with required deposits received on or before March 11, 2022, the outdoor exhibit space rate is **\$32.00** per square foot.
  - b. **NAHB Member Rate** - NAHB Member Applications with required deposits received after March 11, 2022, the outdoor exhibit space rate is **\$34.25** per square foot.
  - c. **Non-Member Rate** - Non-Member Applications with required deposits received after March 11, 2022, the outdoor exhibit space rate is **\$37.00** per square foot.
3. Exhibit space assignment rules are as follows: Applications requesting 2,000 square feet or more of exhibit space will be assigned space prior to the assignment of Applications requesting less than 2,000 square feet of exhibit space. Applications with the required deposit or full payment received on or before March 11, 2022 will be assigned space based on exhibitor priority points, membership in The NAHB Leading Suppliers Council (NLSC), and date of receipt of the Application and deposit/full payment in the NAHB Exposition Sales Office. Applications and payments received after March 11, 2022 will be assigned space on a first-come, first-served basis. Exposition Management reserves the right to change the floor plan and/or change Exhibitor's exhibit space location at any time, including prior to or during the Exposition, if Exposition Management, in its sole discretion, determines that such change is in the best interest of the Exposition. Due to the great number of companies exhibiting similar or related product lines, Exposition Management cannot guarantee that as a result of its space assignment process, a company exhibiting products or services similar to an Exhibitor's products or services (including a competitor of Exhibitor) will not be located in a nearby or adjoining booth space.
4. Each Exhibitor is required to pay the Online Exhibitor Directory fee stated on the first page of this Contract for its participation in the 2023 IBS Online Exhibitor Directory. This entitles the Exhibitor to one (1) Online Directory Listing (Listing). Additional Listings are available, with a limit of one (1) Listing for every full 100 sq.ft. of contracted exhibit space.
5. The height of booths, display equipment, and signs shall be restricted to the heights indicated on the Exhibitor Confirmation unless written approval of an exception is granted by Exposition Management in advance. Exceptions will only be granted to exhibitors whose products exceed the height indicated on the Exhibitor Confirmation. Exposition Management, in its sole discretion, reserves the right not to grant an exception to the height restriction. Each Exhibitor has the right to occupy the full cubic content of its contracted exhibit space to the height specified on its Exhibitor Confirmation.
6. Exhibitor is required to maintain a finished appearance within its entire booth space. Any portion of an Exhibitor's back wall that exceeds eight (8) feet high must have a finished appearance. Any portion of an Exhibitor's side wall that exceeds three (3) feet high must have a finished appearance. No portion of a rear or side wall facing Exhibitor's neighbors may display any company name, logos, or any other advertising. Exposition Management will install drapery material, at the Exhibitor's expense, to bring into compliance such areas, where, in its sole discretion, it deems it necessary.
7. Exhibitors shall be responsible for providing booths, booth equipment and a back wall or sidewalls as needed. Carpet and/or alternative floor covering is required in all exhibits. ALL TEMPORARY WIRING MUST BE ACCESSIBLE AND FREE FROM DEBRIS AND STORAGE MATERIALS. Hard back booths must be at least nine (9) inches from the rear booth lines and there must be at least eighteen (18) inches between hard walls.
8. Heavy or high equipment such as tractors, trucks, earth moving machinery, cement mixers, scaffolding, roof trusses, elevators, etc., will be assigned locations providing the necessary height and load support for their presentation.
9. The use of loudspeakers, recording equipment, television sets, radios, operating machinery, or any other apparatus which is of sufficient volume to disrupt neighboring exhibitors' ability to reasonably converse with customers will not be permitted. Exhibitors using audio systems and/or live entertainment must keep amplification at a conversational level. In no case shall any form of amplification or activity that is purposely intended to generate sound or attention be allowed to generate a noise level in excess of **80dB** as measured on a sound level meter. The use of speakers will be permitted only if they are within the confines of the Exhibitor's contracted exhibit space and facing inward and not toward the aisles. Adequate sound insulation must be built around the speakers to ensure non-interference with neighboring exhibitors. The sound from any and all audio presentations, equipment demonstrations, or any other booth activity must not spread beyond the immediate area of the display. Light and Laser shows or demonstrations must not project beyond the Exhibitor's booth. Stages, if used in exhibits, must face the inside of the booth in order to prevent the audience from blocking the aisles. Exhibitors planning the aforementioned demonstrations must plan them in such a way that the attendees watching the demonstrations do not block the aisles. All these regulations will be strictly enforced. Failure to comply with these regulations can result in Exposition Management suspending the use of the Exhibitor's amplification equipment, shutting down power to all or part of the booth, and other conditions of operation, as Exposition Management, in its sole discretion may impose.
10. Dispensing or serving beverages or food from the booth must be approved by Exposition Management and the Facility prior to the commencement of the Exposition. Dispensing popcorn or peanuts, from machines or otherwise, is prohibited on the exhibit floor.
11. Hanging or attaching signs, lighting, or anything else from/or to any part of the Facility is prohibited except for exhibitors with island and peninsula type booths that have a single booth square footage of 400 sq. ft. or greater. Furthermore, the lowest point of any item hung from the Facility by a qualifying booth must not fall between 4 and 9 feet from the floor and any sign hung in a peninsula type booth must maintain a minimum ten (10) foot offset from the shared common wall. All exhibitors with in-line booths and all booths less than 400 square feet are prohibited from attaching or hanging anything whatsoever to/from any part of the Facility.
12. Exhibitor shall promptly pay the cost of any and all damage it causes to the Facility, booth equipment or property of another party.
13. Exhibitor shall pay the costs of the services of any structural engineer required by Exposition Management in connection with the Exhibitor's Exhibit.
14. The design of multi-level or covered booths must comply with all of the Facility's Fire Safety Regulations. Floor plans for all multi-level or covered exhibits must be submitted for approval to the Facility's Fire/Safety Department at least sixty (60) days in advance of the Exposition.

15. Smoke and/or fog-producing machines are prohibited at all times.
16. Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.
17. Live animals of any kind (excluding Service Animals, which must be approved in advance by Exposition Management) are prohibited on the exhibit floor.
18. Luggage carts or wheeled carts of any kind are prohibited on the exhibit floor.
19. All helium balloons must be approved in advance by Exposition Management and the Facility. Small individual balloons are prohibited.
20. Due to the sensitive nature of new products and unique booth displays at the Exposition, photography and/or video recording of any booths by any attendee/Exhibitor personnel other than the Official Photographic Contractor is prohibited. Exceptions shall be made only when advance written permission is obtained from Exposition Management, from the Exhibitor whose booth/product is to be photographed/videotaped, and from all individuals to appear in the photograph or video.
21. Exhibitor must actually occupy and staff Exhibitor's exhibit space. If the Exhibitor does not occupy and staff its exhibit space by Monday, January 30, 2023 at 5:00 p.m., Exposition Management may occupy or cause said space to be occupied as it may deem best for the interest of the Exposition, without in any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy and staff the space, all rights of an Exhibitor (such as badges, Press Room distribution, etc.) may be revoked. All exhibits/displays must remain staffed and fully intact until 5:00 p.m., Thursday, February 2, 2023. Premature dismantling of and/or failure to fully staff said space during the entire Exposition will result in the loss of priority points. All exhibits/display must be fully dismantled and removed by 10 a.m. on Monday, February 6, 2023, and in the event any part of Exhibitor's exhibit/display or any other property remains after stated date/time (collectively, the "Remaining Material"), Exposition Management may arrange for packing, removal and storage of the Remaining Material, and Exhibitor promptly shall reimburse Exposition Management for all expenses incurred in the packing, removal and storage of the Remaining Material. After a reasonable period of time, if Exhibitor does not collect the Remaining Material, Exposition Management may dispose of the Remaining Material with no liability to Exposition Management.
22. An entity not exhibiting at the Exposition, but holding an exhibit demonstration or display in a non-Exposition venue (e.g., a Las Vegas, Nevada hotel suite or meeting room) during the Exposition ("suitcasing"), will lose priority points, which will affect space selection at future Expositions. If an Exhibitor cancels its official Exposition space and "suitcases" in any non-Exposition venue during Exposition dates, then the Exhibitor will lose all of its priority points for future Expositions.
23. The following conduct and activities are prohibited, and at the sole discretion of Exposition Management, may result in termination of the Exhibitor's Contract, and the refusal of applications to participate in any or all future NAHB Expositions:
  - a. The issuance of a bad check to NAHB or to any NAHB affiliate or subsidiary.
  - b. The failure to timely pay any amount due to NAHB or to any NAHB affiliate or subsidiary.
  - c. The demonstration of financial insolvency, either personally or by one's business entity; failure to pay creditors; declaration of bankruptcy.
  - d. Criminal activity, including convictions of or guilty pleas regarding fraud, crimes of violence, crimes of moral turpitude, any felony, or a sexual offense that results in registered sexual offender status in any jurisdiction.
  - e. The failure to maintain acceptable decorum at the Exposition including but not limited to intoxication, substance abuse, possession of illegal substances, theft, vandalism, sexual harassment, threats or violent acts toward others.
  - f. The employment or contracted use of illegal aliens at the Exposition.
  - g. The violation or infringement of the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right.
24. If Exhibitor or its representative has an outstanding balance of any type payable to Exposition Management, it will not be permitted to install or set up its exhibit. No exhibits may leave the Exposition at any time after installation until the final closing of the Exposition unless special written permission is obtained in advance from Exposition Management. No exhibit may be removed from the Facility until all bills accruing against the Exhibitor are fully paid or credit is approved by the creditor. In case of attachments or other legal proceedings affecting the Exhibit, the Exhibit shall forthwith become the property of Exposition Management.
25. Exhibitor Service Manual: Prior to the Event, Exposition Management will provide access to an online Exhibitor Service Manual to the "Primary Contact" listed on the front of this Contract. The Exhibitor Service Manual will include information integral to participation at the Exposition, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. All rules and regulations stated in the Exhibitor Service Manual are hereby incorporated by reference into this Contract.

## **F. MUSICAL ENTERTAINMENT**

All live musical performances and all uses of recorded music must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and any other agency responsible for licensing such music. Recorded music includes, but is not limited to, records, tapes, compact disks, videotapes, MP3s or computer presentations with either featured or background music. If Exhibitor will use a performance of live or recorded music, it must pay Exposition Management the appropriate special charge for each such performance as specified on the first page of this Contract for Exhibit Space.

## **G. CONTRACTOR SERVICES**

Exposition Management has contracted with various contractors on an exclusive basis ("Official Contractors") to provide certain services for exhibitors. Service companies other than the Official Contractors will not be allowed to perform any of these exclusive services that are defined in the online Exhibitor Service Manual. Nonexclusive services may be performed by approved Exhibitor-appointed contractors ("EAC") within certain guidelines that are defined in the online Exhibitor Service Manual. Approval of an EAC will be considered only in cases where Exposition Management receives a written request from the Exhibitor no later than December 19, 2022. To be eligible for consideration as an approved EAC, Exhibitor must attach all of the following to its request:

1. An original, valid certificate of insurance for itself and/or its EAC in limits satisfactory to Exposition Management;

2. A description of the work to be done and the personnel to be used;
3. Evidence of any and all business permits, licenses, insurance, and/or fees that may be required by the applicable state, county or local authorities with respect to the work performed.

EAC approval will be considered only if it will not interfere with or prejudice the orderly set up, interim services, or dismantling of the Exposition. An exception will not be granted if it is inconsistent with the commitments made by Exposition Management in any contract with Official Contractors, or in its agreement with the Facility. For services such as electrical, plumbing, telephone, custom cleaning, and drayage (including all movement of material and equipment), no exception will be made, and the Official Contractor must be used. To make it possible to set up the Exposition in the limited time available and to avoid confusion and congestion, the official drayage contractor must control all inbound and outbound traffic in loading and unloading areas, in the aisles, or in any other freight traffic patterns.

#### **H. SUBLETTING SPACE**

Exhibitor shall not assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall Exhibitor exhibit therein any other goods, apparatus, material or service that is not manufactured or distributed by the Exhibitor in the regular course of its business or allow any other person or party to do so. If it is necessary to use the equipment of another manufacturer, that equipment should be displayed separately, and no advertising of that equipment may be displayed.

#### **I. SOLICITING/CATALOGS**

Soliciting, polling, interviewing, etc. in any part of the Facility other than Exhibitor's booth is strictly prohibited and any person so doing will be required to leave the Facility. Circulars, catalogs, magazines, folders, and other similar material may be distributed only from within the Exhibitor's booth and must be related strictly to the products and/or services on display or directly available from the individual Exhibitor. Distribution from booth to booth or in the aisles is forbidden, and exhibitors must confine their exhibit activities to their contracted space. Strolling entertainment or moving advertisements outside of Exhibitor's assigned space are prohibited.

#### **J. LICENSES, PERMITS AND TAXES**

Exhibitor may take orders but may not make any retail sales from its exhibit space. Exhibitor is solely responsible for procuring any and all applicable licenses, permits and/or approvals required under federal, state or local law in connection with Exhibitor's activities at the Exposition, and for paying all fees in connection therewith. Exhibitor is responsible for procuring any applicable tax identification number(s) and/or permit(s) and for collecting and remitting all taxes, fees, charges, levies or penalties owed to any governmental authority in connection with Exhibitor's activities at the Exposition.

#### **K. COMPLIANCE WITH LAWS AND REGULATIONS/FIRE INSPECTION**

Exhibitor is responsible for being knowledgeable of and in compliance with all applicable federal, state and local laws and regulations and all rules and regulations of the Facility while participating in the Exposition and any activities in connection therewith, including, but not limited to, privacy and confidentiality requirements. Exposition Management has no responsibility for Exhibitor's compliance with applicable laws, rules and regulations; compliance is mandatory and is the sole responsibility of the Exhibitor.

Exhibitor and all of its service contractors and any other parties exhibiting or working in the Facility must comply with all applicable federal, state and municipal building and fire codes, and all exhibits must pass Fire Department inspection before opening date. Any questions regarding specific situations should be referred to the Facility's Event Services Department sufficiently in advance of the opening of the Exposition to enable that Department to address any problems prior to the opening.

#### **L. CONTESTS/GIVEAWAYS**

Exposition Management reserves the right to review and approve Exhibitor's rules for any contest, sweepstakes, drawing or giveaway activity it will conduct at or in connection with the Exposition. In connection with all such activities, Exhibitor represents and warrants that it shall comply with all applicable federal, state and local laws and regulations and any and all applicable rules of Exposition Management.

#### **M. PAYMENT FOR EXHIBIT SPACE**

**BALANCES ARE DUE IN FULL WITHIN THIRTY (30) DAYS OF INVOICE DATE UNLESS THE INVOICE DATE IS AFTER JUNE 13, 2022, IN WHICH CASE THE BALANCE IS DUE IMMEDIATELY UPON RECEIPT OF THE INVOICE.** There will be a charge of U.S. \$50.00 on all checks returned to management by its bank. Any payment sent to Exposition management after December 5, 2022 must be in the form of a cashier's check or Money Order. Company checks will not be accepted after December 5, 2022; therefore, any payment sent to Exposition management after November 28, 2022, should be in the form of a cashier's check or Money Order.

If Exhibitor fails to pay exhibit space fees called for in this exhibit space contract on or before the due date for such payment, Exhibitor shall be deemed to be in default. In such event, and without further notice to Exhibitor, Exposition Management shall have the right to use the space assigned to Exhibitor to suit its own convenience, including assigning all or a portion of such space to another exhibitor. Exposition Management assumes no responsibility for inclusion of the canceled exhibitor or descriptions of their products on [www.BuildersShow.com](http://www.BuildersShow.com), in the show directory, brochures, news releases, or other materials.

#### **N. WITHDRAWAL, CANCELLATION, REDUCTION, REFUNDS**

Any withdrawal of Application for exhibit space, cancellation of exhibit space or reduction in size of exhibit space must be made in writing to Exposition Management. The date that Exposition Management receives such written notice shall be the effective date. Exposition Management reserves the right to treat any request for reduction in size of exhibit space as a cancellation of the original exhibit space and purchase of new exhibit space, and Exposition Management may require Exhibitor to move to a new location if it requests a reduction in exhibit space size. Exhibitor specifically recognizes and acknowledges that Exposition Management will be harmed if Exhibitor withdraws its Application, or reduces the size of/cancels its exhibit space.

On or before **JUNE 13, 2023**, if Exhibitor withdraws its Application for exhibit space prior to Exposition Management's issuance of confirmation and invoice or reduces or cancels its exhibit space, the amount of deposit paid by Exhibitor shall be returned, less the nonrefundable portion of the deposit (25% of the total cost of the exhibit space).

After **JUNE 13, 2022**, if Exhibitor fails to make payment as required by this Contract, withdraws its Application, or reduces or cancels its exhibit space, it shall forfeit all monies paid and all rights in and to the use of any contracted exhibit space. In such case, Exhibitor shall have no right to a listing in the Official Exhibit Guide, exhibitor badges, or exhibitor hotel rooms. Exposition Management shall have the right to dispose of the released space in such way as it may consider in its interests (including re-sale of such exhibit space) without any liability on the part of Exposition Management.

ANY WITHDRAWAL, REDUCTION OR CANCELLATION MADE ON OR BEFORE **JUNE 13, 2022** WILL BE SUBJECT TO THE NONREFUNDABLE PORTION OF THE DEPOSIT (25% OF THE TOTAL COST OF THE EXHIBIT SPACE). IF EXHIBITOR WITHDRAWS, REDUCES OR CANCELS AFTER **JUNE 13, 2022**, THERE WILL BE NO REFUNDS WHATSOEVER. These amounts are agreed to be liquidated damages to compensate for the harm NAHB will suffer due to Exhibitor's withdrawal, reduction/cancellation and are not a penalty.

ANY WITHDRAWAL, REDUCTION OR CANCELLATION MADE AFTER OCTOBER 1, 2022 SHALL BE CONSIDERED A DEFAULT ON EXHIBITOR'S PART, AND EXHIBITOR SHALL REMAIN LIABLE FOR, AND SHALL PAY TO EXPOSITION MANAGEMENT, THE TOTAL COST OF THE EXHIBIT SPACE (INCLUDING ANY BALANCE DUE). These amounts are agreed to be liquidated damages to compensate for the harm NAHB will suffer due to Exhibitor's withdrawal, reduction or cancellation and are not a penalty.

## **O. ASSUMPTION OF RISKS AND RELEASE**

Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Exposition, including, without limitation, all risks of theft, loss, harm, damage, illness (including infectious disease) or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Exposition Management nor the Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Exposition Management nor the Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages, and liabilities described in this paragraph.

## **P. INDEMNIFICATION**

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to Exposition Management), and hold harmless Exposition Management, the Facility, and their respective officers, directors, members, employees, agents, and representatives, from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees, and expenses which result from or arise out of or in connection with: (1) Exhibitor's participation or presence at the Exposition; (2) any breach by Exhibitor of any agreements, covenants, promises, or other obligations under this Contract; (3) any matter for which Exhibitor is otherwise responsible under this Contract; (4) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (5) any libel, slander, defamation, or similar claims resulting from the actions of Exhibitor; (6) harm or injury (including death) to Exhibitor, its officers, directors, employees, agents, contractors, or guests; (7) loss of or damage to property or the business or profits of Exhibitor, its officers, directors, employees, agents, contractors or guests, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance, or otherwise; (8) any contest, sweepstakes, drawing, giveaway or similar activity by Exhibitor; and (9) Exhibitor's noncompliance or alleged noncompliance with the ADA.

## **Q. LIMITATION OF LIABILITY**

Under no circumstances shall Exposition Management or the Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Exposition Management's maximum liability under any circumstances exceed the amount actually paid to Exposition Management by Exhibitor for exhibit space pursuant to this Contract. Exposition Management makes no representations or warranties, express or implied, regarding the number of attendees to the Exposition, or regarding any other matter.

## **R. INSURANCE**

Exposition Management has contracted with Rainprotection Insurance to provide Exhibitor with commercial general liability insurance coverage for the Exposition with limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate, including coverage for products/completed operations, personal/advertising injury, damage to premises, medical expense, and host liquor liability. The cost of such insurance shall be included in the Directory & Insurance Fee payable with Exhibitor's Application / Contract for Exhibit Space. The Rainprotection commercial general liability insurance shall name as additional insureds NAHB, its directors, officers, members, employees and agents. Rainprotection will send Exhibitor an email attaching a certificate of insurance showing the coverage and limits of the policy. In addition, if applicable, Exhibitor shall, at its own expense, secure and maintain through the term of this Contract, including move-in and move-out days, worker's compensation and employer's liability insurance in compliance with the requirements of the state in which Exhibitor is incorporated or where the Exposition is held. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Exposition Management, shall be furnished to Exposition Management sixty (60) days before the first day of the Exposition. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without thirty (30) days' notice to Exposition Management.

## **S. FORCE MAJEURE**

If an event, occurrence or condition, including but not limited to, acts of God; fire, flood, hurricane, tornado, earthquake or other natural disaster; war or threat of war; acts or threats of terrorism; civil disorder, riots or other widespread violence; acts, regulations, orders, directives or declarations of governmental authorities; health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agency (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases); unauthorized strikes; closings of transportation facilities; restrictions, reductions or other limits on transportation routes or schedules; or other similar event, occurrence or condition beyond the control of Exposition Management or the Facility, (i) where any of those events,

occurrences, or conditions or similar ones prevents, dissuades, or unreasonably delays at least 25 percent of the registered exhibitors or attendees from appearing at the Exposition; or (ii) where any of them makes it illegal, impossible, commercially impracticable or otherwise inadvisable for Exposition Management or the Facility to provide the facilities or services contracted herein, this Contract shall terminate without further obligation on the part of any party hereto. In the event of cancellation, postponement or disruption of the Exposition for any cause described in the previous sentence, Exposition Management shall have no obligation whatsoever to Exhibitor. Exhibitor hereby waives any and all claims against Exposition Management for damages or compensation due to cancellation or postponement of the Exposition pursuant to this paragraph.

#### **T. ATTENDANCE**

Admission to the Exposition will be available to all registered attendees. Exposition Management makes commercially reasonable attempts to attract qualified attendees to the Exposition but does not guarantee any specific number or level of attendees.

#### **U. AMENDMENTS/ADDITIONAL RULES AND REGULATIONS**

Any and all matters pertaining to the Exposition that are not specifically addressed in this Contract shall be subject to determination by Exposition Management in its sole discretion. Exposition Management shall have full power in the interpretation and enforcement of all matters contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further rules and regulations as it shall consider necessary or desirable for the proper conduct of the Exposition. Any such additional rules and regulations are an integral part of this Contract and hereby are incorporated into this Contract by reference. Exhibitor shall adhere to additional rules and regulations once they are communicated to Exhibitor. This Contract, including any additional rules and regulations made by Exposition Management, states the entire agreement of the parties with respect to its subject matter.

#### **V. AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

Exhibitor agrees to comply with all applicable requirements of the Americans with Disabilities Act, its regulations and guidelines (collectively, the "ADA") and without limiting the foregoing, agrees to construct and operate its exhibit in compliance with the ADA.

#### **W. RIGHT OF ENTRY AND INSPECTION**

Exposition Management and/or its designees shall retain the right and unfettered discretion at any time to enter the exhibit space occupied by Exhibitor and to inspect any material distributed or made available in the space.

#### **X. GOVERNING LAW AND FORUM**

This Contract shall be governed by, construed and enforced according to the laws of the District of Columbia (excluding the District of Columbia's conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of Washington, District of Columbia, which shall be the exclusive venue for any disputes relating to this Contract.

#### **Y. EXHIBITOR LISTINGS/PHOTOGRAPHS**

By participating in the Exposition, Exhibitor grants to Exposition Management a perpetual, fully-paid, non-exclusive license to use, reproduce, and display its name, trade name(s), and the name(s) of its product(s) and service(s) in any directory or other listing of Exposition exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall Exposition Management be liable for any errors or omissions or for the omission of Exhibitor from any directory or other listing. Exhibitor agrees that Exposition Management may photograph or video record Exhibitor's exhibit and workers, before and during the Exposition and may use the same for promotional purposes. Exhibitor represents and warrants that it owns all intellectual property that it will use for promotion or exhibition at the Exposition or that it otherwise has the legal right to use the intellectual property, pursuant to a valid license agreement.

#### **Z. WAIVER/SEVERABILITY/TERMS OF FACILITY CONTRACT**

1. Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Contract. The rights of Exposition Management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Exposition Management.
2. In the event any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision(s), and such invalid provision shall be deemed to be severed from the Contract.
3. Notwithstanding anything to the contrary stated herein, Exhibitor agrees that this Contract is subject to the terms of an agreement between NAHB and the Facility, and to the terms of any and all agreements between Exposition Management and any other party relating to the Exposition. Exhibitor shall not undertake any act or fail to fulfill any obligation which shall be in violation of said agreement.