

2022 NCBA Exhibit Rules and Regulations

National Cattlemen's Beef Association (NCBA) is a not-for-profit association. The purpose of the NCBA Trade Show is to provide a conducive, common environment bringing sellers and buyers together to educate and inform members and beef industry representatives (cattlemen) on the latest developments in technology, information, product innovation and services available to industry members.

1. Agreement

By signing the Application to Contract for Exhibit Space (hereinafter referred to as "Exhibit Contract" or "Agreement"), Exhibitor agrees to abide by these Terms, Rules, and Regulations and all amendments thereto and decisions of Show Management, which are hereby incorporated by reference. Any matters not specifically addressed herein shall be subject solely to the decision of Show management. This Agreement is non-assignable by Exhibitor and any attempt to assign this Agreement is void and shall constitute a default. For purposes of this agreement, the term "Show Management" shall mean the National Cattlemen's Beef Association (NCBA), and its respective directors, officers, members and staff. The term "exhibit hall" shall mean the assigned facilities in the Gaylord Opryland Resort & Convention Center (hereinafter referred to as "Convention Center"). The term "Official Service Contractor" shall refer to FREEMAN. The term "Security Contractor" shall mean (NAME OF COMPANY TBD). The term "Exhibitor" shall mean any company, firm, or person who has applied for or been allocated any space at the Exhibition. The terms "Exhibition" and "Show" shall mean the collection of meetings, exhibits and displays in the exhibit hall and convention center meeting rooms at the annual event hosted by NCBA.

2. General

NCBA shall have sole authority to interpret and enforce all rules and regulations contained herein; to make any amendments thereto as shall be necessary for the orderly conduct of the trade show and welfare of the beef industry. Amendments and all subsequent correspondence shall be binding on Exhibitors equally with all rules and regulations. The "Exhibit Space Contract" when executed properly, shall be considered a binding agreement between the two parties. Exhibitors shall abide by federal, state, and city laws, ordinances, and regulations. All matters and questions not specifically covered by these Rules and Regulations are subject to the decision of NCBA, whose decisions will be final. The Exhibitor agrees to accept and abide by such decisions.

3. Undesirable Activities

If Show Management decides Exhibitor is engaged in activities, or is displaying any items (products or services) contrary to the best interests of Show, or the best interest of the beef industry, or which appear to be unethical or a breach of law, at Show Management's sole discretion, Show Management may rearrange or remove such articles or cancel entirely any allocation of space, without liability for refund or abate the exhibit space charge paid or due hereunder, and without liability for any other damages caused by such action. Infractions of the spirit of these terms, rules, and regulations by a current or potential Exhibitor may be considered whether or not to accept an application from such Exhibitor seeking to exhibit at any NCBA event. Only Exhibitors are permitted to display, solicit prospects, sell products/services, or participate in Show. Non-exhibiting company loaning or making available its product to another company who is exhibiting will not be allowed to list its name in official on-site publications, or have signage or promotion of its products/services in paid exhibitor's booth.

4. Eligible Exhibitors

Any firm/company that markets products for, or provides services to the beef cattle industry is eligible to exhibit. However, NCBA reserves the right to determine the eligibility of any company, product, promotion or part thereof that in its opinion is not in keeping with the character and purpose of the trade show.

5. Space Rental

Exhibitor fee includes an exhibit space as defined on show floor plan and a two-line floor marker showing Exhibitor's company name and booth number. Only one company name per booth will be listed on booth sign and in official on-site publications, except in those cases where a company has a division. In such cases, Exhibitor will be required to submit a letter and evidence showing that other company is a division of parent company. Show Management shall not have any liability for any losses (in contract, tort, warranty or otherwise) incurred in connection with any typographical errors or other inaccuracies, such as in Exhibitor's name, address, phone number or e-mail address, which may ultimately appear in any Show Management poster, slide or other event material.

6. Live Animal Rules and Regulations.

Live Animal(s) will be permitted in, or as a part of, any exhibit as long as they meet interstate and intrastate health requirements and conform to the NCBA guidelines and any guidelines set by the Convention Center. Exhibitors using live animals in their booth must agree to and sign separate agreement(s) furnished by NCBA. Move-in may be delayed until the separate agreement(s) are signed by Exhibitor and received by NCBA.

7. Exhibit Violations

NCBA reserves the right to reject, eject, or prohibit any exhibit in whole, or in part, or any Exhibitor or representatives, with or without cause. If cause is not given, liability shall not exceed the return to the Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these Rules and Regulations, or for any other stated reason, no return of rental shall be made. No company or industry will be permitted to exhibit or hold any sponsored activity in any of the hotels designated as part of the convention housing complex, without the express permission of NCBA.

8. Exhibits and Public Policy

- a. Each Exhibitor is charged with having knowledge of all Federal, State and local laws, ordinances, codes, and regulations pertaining to health, fire prevention, and public safety, while participating in Show. Compliance with such laws is mandatory for all Exhibitors, and sole responsibility is that of the Exhibitor. Show Management and service contractors have no responsibility pertaining to compliance with public policy laws as far as individual Exhibitor's space, materials, and operation are concerned.
- b. All booth decorations, including carpeting, must be flame proofed, and all hangings must clear the floor. Electrical wiring must conform to National Electric Code Safety Rules and City Electrical Code where the Show is located. Two-wire lamp cord is not permitted. If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs a fire hazard, the right is reserved to remove all or such part of exhibit as may be in violation, at Exhibitor's expense.

9. Prohibited Activities

- a. No cooking may take place in Exhibitor's space and no food and/or beverage products may be distributed by Exhibitors without written authorization from Show Management and the Convention Center. No beer or wine may be served by Exhibitors without prior written permission from Show Management and under no circumstances may intoxicating liquor be distributed in the exhibit hall by any Exhibitor.
- b. All demonstrations, promotions, sales activities, surveys and distribution of circulars and promotional material must be confined to limits of Exhibitor's booth. Exhibitors must not place equipment for display or demonstration in such manner as to cause observers to gather in aisles and thus restrict the orderly flow of traffic. All equipment for display or demonstrations must be placed within assigned booth area to attract observers into booth.
- c. Exhibits which include operation of musical instruments, radios, sound motion picture equipment, public address systems, or any noise-making machines must be operated so resulting noise will not annoy or disturb adjacent Exhibitors or their patrons.
- d. Exhibitors are prohibited from displaying devices or objects in booth that exceed depth of the sidewalls of their booth without prior written approval from Show Management.
- e. Exhibitors are not allowed to conduct activities that could be considered illegal, such as games of chance, under the laws of the city and state where the Trade Show is held.
- f. Electrical equipment not UL approved cannot not be used.
- g. For profit exhibitors are not allowed to solicit or recruit personnel, including employees, agents or dealers, at show either directly or indirectly outside of their booth during exhibit hall hours.
- h. Exhibitor expressly agrees that it will not, nor will its employees or representatives conduct official Exhibitor functions, sales or entertainment, in hotel suites during business hours of the Show.
- i. Exhibitor and its employees and representatives will stay at hotels with the official room block contracted by Show Management.
- j. Smoking is prohibited in all meeting and exhibit areas. Your cooperation is appreciated.
- k. Outboarding and Suitcasing: Outboarding is defined as the creation of a concurrent event that is related to an existing exhibition or event but that is not sanctioned by show management and that seeks to benefit from the audience that show management attracts. Suitcasing is defined as the act of soliciting business in the aisles during the show or in other public spaces, including another company's booth or a hotel lobby. Show Management considers Outboarding and Suitcasing to be unethical business conduct and neither will not be condoned or tolerated. Any infringement of these rules may subject offending individual or company to loss of benefits or other sanctions available to Show Management.

10. Photographing and Videotaping

An exhibitor may photograph or videotape his or her own booth before or after exhibit hall hours. Security arrangements for such activities must be made in advance, at the exhibitor's expense. An exhibitor may not photograph or videotape any other company's exhibit or presentation. Show Management reserves the right to review and delete any unauthorized photos and/or confiscate any digital camera, camera phone or other photography equipment and will not be held liable for such actions.

11. Facility Maintenance

Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, walls, and doors, painted surfaces, or columns unless otherwise authorized by Show Management.

- a. No holes may be drilled, cored, or punched in building.
- b. No painting of signs, displays, or other objects is permitted in building.
- c. No adhesive-backed decals or similar items may be affixed to the building.
- d. Use of Kendall 105 or TC19100 carpet tape is required in exhibit hall. All tape and residue marks must be removed from exhibit hall floors and disposed of immediately after Show. No tape of any kind will be permitted on carpeted surfaces.
- e. Walls, columns, and permanent building utility outlets are not part of booth space and are not to be used by Exhibitors.
- f. Helium balloons may not be distributed within the facilities but may be approved as permanent fixtures on authorized event displays. Request for use must be submitted to Show Management in writing; however, the final determination is made by the Convention Center.
- g. Use of glitter or confetti is strictly prohibited

- h. Other devices that weigh more than 500 psi in ton weight and are of a size that may exceed floor load limits will require the services of a special structural engineer and the approval of the Convention Center. All costs for this type of installation will be the responsibility of the Exhibitor.
- i. No equipment, signs, or other display devices may be attached to the ceiling, walls, beams, or trusses in the exhibit hall unless approved by the Convention Center and installed by the official show service contractor. All requests must be submitted in writing to Show Management 45 days prior to the show.
- j. All drapes, curtains, table coverings, skirts, carpet, and any materials used in exhibits must be flame retardant.
- k. No crates, packing materials, wooden boxes, and other highly combustible materials may be stored in exhibit hall, meeting rooms, or fire exit areas.
- l. Exhibitors or their agents shall not injure or deface any part of exhibit building, booths, booth contents, Show equipment, or décor. When such damage appears, Exhibitor is liable to owner of property so damaged.

12. Right of Entry and Inspection

Show Management shall have right at any time to enter licensed area occupied by Exhibitor or otherwise inspect Exhibitor's materials.

13. Booth Maintenance

Exhibitor is required to maintain daily cleanliness of booth. Cleaning of booths shall take place at times other than Show hours. Show Management will be responsible only for cleaning of aisle space and public areas.

14. Storage

All supplies, handouts, literature, and samples must be confined to booth and NOT behind it. Packing crates and/or boxes are not permitted in booths during exhibit period, but these, when properly marked, will be stored and returned to booth by service contractors. It is Exhibitor's responsibility to mark and identify their crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for condition of contents of crates and boxes. Due to Fire Code Regulations, it will be necessary to store empty crates and cartons outside building. Every effort will be made to protect crates from the elements, but neither Show Management nor its service contractors will assume responsibility for damage to them.

15. Assignment of Space

Space assignment for the 2022 show in Houston, Texas will initiate on July 14, 2021. NCBA Allied Industry members and NCBA's 2021 Trade Show Exhibitors will be given first preference in choosing booth spaces, provided their applications are received at the time of signup through September 1, 2021. Applications received after September 1, 2021, will be assigned space in the order of date received, availability of requested space, amount of space requested, and the special needs and compatibility of exhibitors. NCBA will endeavor to assign space according to applicant's preference, but NCBA reserves the right to assign the next best substitute space when requested space is not available. Space is assigned on a first-come basis. It is agreed that if for any situation which arises beyond the control of NCBA, it becomes necessary to move an Exhibitor to a different location, this will be done to the best possible advantage of the Exhibitor and the Exhibitor will be notified. In the event of conditions beyond its control, NCBA reserves the right to rearrange the floor plan and relocate any exhibit upon consultation with said exhibitor(s).

16. Subletting of Space

Contracted exhibitors who have paid for space assignments shall not assign, sublet, or share any space allocated to them and may not advertise or display goods other than those manufactured or sold by them in the regular course of their business. Space assigned to the exhibitors is for their exclusive use. No other person, firms, organizations, or companies shall be permitted to display or demonstrate their products or services or distribute advertising materials to convention attendees in the areas assigned to NCBA's convention facilities. Non-compliance with this regulation will result in the prompt removal of the offending person and property from the area.

17. Booth Equipment

Standard booth equipment consists of drape assembled on aluminum stanchions and crossbars; 8' high back drape and 3' high side drapes, a standard sign 7" X 44" bearing the name and booth number of the exhibitor for the backdrop. All additional decoration or construction will be at the exhibitor's expense.

18. Floor Covering

Booth spaces are not carpeted; aisles are. All booths require carpet or floor covering and must be ordered or provided by the exhibitor, at the exhibitor's expense. If a floor covering is not in place by two hours before the opening of the exhibition, Show Management will order the service and charges will appear on the exhibitor's invoice.

19. Booth Pricing

Exhibit space is \$25 per sq. ft. or \$2,500 per 10'x10' exhibit space. After September 1, 2021 exhibit space is \$26 per sq. ft. or \$2,600 per 10'x10' exhibit space. This does not include any premium costs that may apply. Enhanced Listings are \$250 per listing. Corner spaces are \$250 per corner and \$50 per 10'x10' of island premiums will be applied on all island spaces. Discounts are not applicable on premium island space. Exhibitors purchasing individual spaces to create an Island Exhibit will pay a premium percentage in addition to their booth purchase price. The premium will be set by NCBA.

20. Payment Schedule

The application becomes binding as a contract when executed by NCBA. If a contract is submitted at the 2021 Trade Show, you will be invoiced within 30 days following the show for the entire contracted amount. Contracts submitted after September 1, 2021 will

be invoiced for the entire contracted amount following the execution of the contract by NCBA. Payment in full for booth space is due by October 1, 2021. Contracts received after October 1, 2021 must be accompanied by payment-in-full. Contracts will be accepted until space is sold out. Exhibitors may not occupy assigned space until all monies due NCBA are paid-in-full. Checks should be made payable to NCBA.

21. Cancellation/Refund Policy

NCBA reserves the right to cancel exhibit space if full payment on a contract has not been received by November 1, 2021, or within 30 days of invoice, whichever comes last. Written notice of space cancellation must be submitted to NCBA prior to November 1, 2021, for a 50% refund of the monies paid. No refunds will be made for cancellations after this date. Any space not occupied by the move-in deadline set by NCBA will revert to NCBA without obligation on the part of NCBA for any refund whatsoever. If exhibit materials have been delivered to the assigned booth, NCBA reserves the right to charge labor costs for removing said un-constructed exhibit materials. Charge for this labor will be borne by the exhibitor.

22. Delivery and Storage of Equipment

Exhibitors are responsible for arranging the delivery and removal of their equipment and/or display materials to and from the exhibit hall. Information for making advance or direct shipments to show site will be provided in the online Exhibitor Kit.

23. General

Any portion of an exhibit that obstructs the view (island and equipment booths are an exception), interferes with the privileges of other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable at the discretion of NCBA, must be immediately modified or removed by the exhibitor and/or NCBA. Unsightly back walls visible from the side on corner booths must be covered or draped, or such will be draped by NCBA and billed to the exhibitor. Without exception, no banners, signs, etc. shall be hung from the ceiling by an exhibitor.

24. Installation of Exhibits

Exhibit installation at the Convention Center will begin Saturday, January 29, at 8:00 am. All exhibits must be fully installed by Tuesday, February 1, by 2:00 pm. (Exhibits not set up by 2:00 pm may be assigned labor by NCBA to install or remove the exhibit from the hall. Labor expense for booths not installed by this time will be assumed by the exhibitor.) All crates must be available for removal by Monday, January 31, by 2:00 pm. Unregistered installation and dismantling personnel who wish access to the exhibit floor must obtain a work pass badge at Exhibitor Registration. Only those individuals directly responsible for the erection and dismantling of the booth will be permitted in the exhibit area during move-in and move-out times. The times established are tentative and are subject to change by NCBA.

25. Heavy Equipment Move-In

Exhibitors with Trailers and Oversized Equipment will be allowed to begin move-in on Saturday, January 29 at 8:00 am through 2:00 pm. Trailer/Oversized Equipment move-in must be coordinated with NCBA's service contractor, FREEMAN, and NCBA must be notified in advance. Please note that heavy equipment, vehicles, and trailers must be set in their booth areas by 2:00 pm, Sunday, January 30. By letting us know these needs in advance, we will be prepared to serve you in a timely manner.

26. Dismantling and Removal of Exhibits

Exhibits must remain intact until the official close of the show set by NCBA (unless otherwise notified by NCBA). Aisle carpeting must be removed before crates and cartons will be delivered. All exhibits must be dismantled, packed, and ready for removal by Friday, February 4 at 12:00 pm. Exhibitors should complete all arrangements for proper pickup of all outbound shipments. FREEMAN will be available to assist exhibitors with these details. All freight not arranged by Friday, February 4 at 12:00 pm may be shipped by a carrier selected by FREEMAN back to the point of origin, expenses assumed by the exhibitor. Do not leave your property unattended in your booth during move-out! Exhibitors will be liable for storage and handling charges resulting from failure to remove materials at the end of installation and dismantling periods.

27. Early Removal of Exhibit Not Allowed

No exhibit shall be packed, removed, or dismantled prior to closing of Show without written permission from Show Management. If Exhibitor acts in breach of this provision it shall pay, as compensation for distraction to Exhibition's appearance, an amount equal to 1/3 of total space charge for Exhibitor's allocated area, in addition to all sums otherwise due under this agreement. Additionally, breach of this provision could result in loss of Exhibitor's participation in future NCBA trade shows. For security reasons, any equipment removed from exhibit facility prior to official closing of Show shall require a special pass issued by Show Management.

28. Installation and Dismantling Personnel

Unregistered installation and dismantling personnel wishing access to the exhibit floor must obtain a temporary work badge at Exhibitor Registration. Only individuals directly responsible for the construction and dismantling of the exhibit will be permitted on the Trade Show floor during move-in and move-out times.

29. Exhibitor Appointed Contractors ("EACs")

- a. Any exhibitor using an EAC agrees to notify Show Management of such appointment and agrees to indemnify and hold harmless Show Management, the Convention Center, and their respective officers, directors, employees, agents, independent contractors and representatives, from any and all liability or losses for any act, complaint, damage or loss to any other exhibitor, the exhibit hall, the property of any contractor or any consequential damages arising out of any such act or loss from the time the EAC first arrives at the Convention Center until the final move-out is complete. The Exhibitor further agrees that Show Management may prohibit the EAC from working in the Convention Center if it does not fully

comply with all applicable rules and regulations at the Show. Any exhibitor using an EAC agrees to advise its EAC of all rules and regulations.

- b. Any company using Exhibitor Appointed Contractor companies must provide NCBA with a certificate of insurance, clearly stating the name of the exhibiting company. Certificate of insurance is required! Every exhibitor and Exhibitor Appointed Contractors must comply with labor agreements and practices and must not commit or allow to be committed by persons in its employment any acts that could lead to work stoppage, strikes, or labor problems. In addition, such contractor will comply with all rules and regulations of the shop including observance of the local labor rules and regulations and assurance that the non-official contractor will be responsible to NCBA's Official Service Contractor as pertains to move-in and move-out scheduling.

30. Contractor Services and Information

NCBA, in the best interest of the exhibitors, has selected FREEMAN as the Official Service Contractor for the NCBA Trade Show, to provide various services to exhibitors. Such Contractor will provide all services for the exhibit area including tradesmen carrying bona fide credentials available to set-up and dismantle exhibit booths. Complete information, instructions, and schedules of prices regarding shipping and drayage, labor for installing and dismantling, electrical work, furniture, telephone, and cleaning, will be in the online Exhibitor Kit.

31. Exhibit Staffing and Conduct

Exhibits shall be staffed by qualified individuals who are bona fide company employees or legitimate representatives. Exhibitors must open their exhibit on time each morning and staff it throughout each day until show closing. Exhibit personnel shall wear professional attire consistent with the convention decorum.

32. Registration and Housing

Each exhibiting company is entitled to THREE (3) COMPLIMENTARY registrations per each paid exhibit space (10'x10'). Additional badges may be purchased for personnel in advance or on-site at the discounted registration fee. Exhibitor registrations must be received by the pre-registration due date. All on-site exhibitor registrations shall incur a late fee per registration. All requests for sleeping rooms, and/or suites with the approval of NCBA, shall be assigned on a first-come, first-served basis by NCBA's housing bureau. Exhibitor registration and hotel reservations will be available online to all companies exhibiting.

33. Sales Tax

Sales Tax Permits are required if you will be selling on-site at the trade show. Information on how to obtain application is included in the online Exhibitor Kit. It is the responsibility of each exhibitor to secure any licenses or permits that may be required and to collect and remit all city and state sales taxes. NCBA reserves the right to restrict any sales activities that it deems inappropriate or unprofessional.

34. Playing or Reproduction of Music

Exhibitor represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or "mechanical" means, by or on behalf of Exhibitor unless Exhibitor has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI) for such use. Exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including, but not limited to all obligations to report data and to pay royalty fees. Exhibitor agrees to indemnify, hold harmless and defend Show Management from and against any and all claims, costs and expenses, (including legal fees), demands and actions of every kind with respect to any breach of the foregoing representations and warranties.

35. Fire Protection

All booth decorations and materials must be flame retardant in accordance with the Convention Center regulations.

36. Cooking, Vehicles, Insecticides/Pesticides

Please make sure to review the Convention Center Fire Regulations in the Exhibitor Guide regarding the use of these products at your exhibit.

37. Product Information and Food and Beverage Samples

Individual contracted companies interested in distributing product samples, circulars or advertising materials may only do so within the booth space assigned to the exhibitor. Such materials shall not be distributed to the hotel rooms of the convention registrants without NCBA's prior approval or in any area of the convention facilities that is or is not an assigned area of NCBA.

* All food/beverage samples distributed by NCBA or its exhibitors are to be approved in advance by the official event caterer.

* All food/beverage portions or samples distributed by NCBA or its exhibitors shall not exceed two (2) ounces by weight.

38. Liability for Loss or Damage

No parties to this contract shall be responsible for any injury, loss, or damage except in the event that such injury, loss, or damage arises out of negligence or willful act of such party. Signs or other articles may not be affixed, nailed or otherwise attached to the floors, walls or doors in such a manner as to deface or damage the exhibit area. The exhibitor hereby agrees to assume all risks relating to such property and shall hold NCBA harmless from all loss or liability related thereof.

39. LIABILITY / INDEMNIFICATION / INSURANCE

- a. Exhibitor hereby assumes entire responsibility and hereby agrees to hold harmless, indemnify, and defend Show Management, Show Decorator and the Convention Center, and each of their respective, employees, officers, directors, and agents against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees

arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibit hall or a part thereof, or its operation or activities at the Show, excluding any such liability caused by the sole negligence of Show Management or the Convention Center and each of their respective employees and agents.

- b. Exhibitor hereby RELEASES, AQUITS and FOREVER DISCHARGES and COVENANTS NOT TO SUE Show Management, (NAME) Convention Center, Show Decorator nor any of their respective current or former officers, directors, authorized agents or staff, representatives, and their respective subsidiaries, heirs, successors or assigns (collectively "Released Parties") from any and all claims, causes or action, suits and/or demands for personal injury, death, or loss or damage to property, accrued or to accrue in the future, known or unknown (collectively, "Claims") relating to or arising out of any negligent, grossly negligent, strict liability and/or intentional or unintentional acts on the part of the Exhibitors participation in the trade show. Without limiting the foregoing, the Exhibitor agrees that the Released Parties shall not be liable to them, their family, heirs, administrators, executors, successors, or assigns for Claims arising from or related to Exhibitor's participation in the trade show.
- c. Exhibitor assumes full responsibility and liability for the actions of itself and its agents, employees, independent contractors and representatives, whether acting within or beyond the scope of their employment, and agrees to indemnify, hold harmless, defend, and pay all expenses as they are incurred, Show Management, Show Decorator, and the Convention Center and each of their respective employees, officers, directors, and agents from responsibility or liability which arises because of the acts or omission of its agents, employees, independent contractors or representatives whether acting within or without the scope of their authority.
- d. Show Management undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the Exhibitor, or its agents, employees, independent contractors, or representatives, or for their respective property used in connection with the Show (including live animals), from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles (including live animals) shall be properly secured or removed after Show hours and placed in safekeeping by the Exhibitor at Exhibitor's risk and expense. Any protection exercised by Show Management shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor.
- e. Exhibitor shall maintain and keep in force during the term of the installation, use of the Convention Center, and move-out dates, Worker's Compensation and Employer's Liability insurance meeting the requirements of the state where the Show is held, and policies of Commercial General Liability Insurance and Contractual Liability Insurance, insuring personal injury liability and products completed operations and specifically referring to the Contractual liability set forth in this Agreement. Said insurance shall be in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage. Exhibitor hereby waives any and every claim which arises, or may arise, in its favor and against Show Management and/or the Convention Center, and each of their respective employees, officers, directors and agents for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies.
- f. Exhibitor agrees to hold on file a certificate of insurance that must certify the coverages, limits, and entities insured as set forth in this Exhibit Contract. Show Management reserves the right to request a copy of the certificate of insurance at any time prior to, or on-site at the Event.
- g. Exhibitor acknowledges that neither Show Management, the Convention Center nor the Show Decorator maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor, at its expense, to obtain business interruption and property damage insurance insuring any losses by Exhibitor.
- h. Show Management shall not be liable to Exhibitor in excess of consideration paid by Exhibitor, exclusive of deposit, for breaches of conduct or tortious conduct by Show Management, its agents, representatives, and independent contractors, whether acting within or without the scope of their authority, by agents, representatives, or independent contractors of exhibit hall, or by general public. Show Management's general contractors shall not be liable for failure to perform their obligations under their contract due to strikes, riots, acts of God, or other causes beyond their control.
- i. Each Exhibitor is required to carry insurance, for his/her own protection and entirely at his/her expense, a minimum of \$2,000,000 single limit bodily injury and broad form property damage coverage, naming NCBA, Convention Center, Show Decorator and their respective employee/agents and other related or affiliated companies as Additional Insured's. Any policy providing such insurance must contain an express waiver by the Exhibitor's insurance company of any right of subrogation as to any claims against Show Management, Convention Center and Show Decorator, and their respective officers, directors, agents, or employees. Neither Show Management, the Convention Center, the Show Decorator nor their respective employee/agents and other related or affiliated companies will insure Exhibitor's property or assume responsibility or liability for any theft, damage or loss by any cause or property of the Exhibitor, his agents or employees, nor for any injury that may occur to the Exhibitor, his agents or employees.

40. Security Information

NCBA will provide security in the exhibit hall during all move-in, set-up, show, teardown, and move-out times. You are reminded that this is an open-booth show. The primary responsibility for safeguarding your exhibit and merchandise is yours at all times. Show management will exercise reasonable care in safeguarding your property; however, neither show management, the facility, the

security contractor, the service contractor nor any of their officers, agents, or employees assume the responsibility for such property. To assure maximum security protection for open exhibits and merchandise, after hours business and/or entertainment will not be permitted in exhibit booths. All exhibitors must leave the exhibit hall within one hour after show closing each day.

41. Errors and Omissions

Show Management assumes no responsibility or liability for any services performed or materials delivered by official show contractors or other suppliers to Show, their personnel or their agents. Any controversies that may arise between Exhibitors and official contractors, or personnel of either, shall be referred to Show Management for resolution, and Show Management's decision shall be final and binding.

42. Photograph / Audio Recording / Interview / Release and Indemnity

The Exhibitor hereby grants permission to be photographed, videoed, with or without sound, audio recorded or interviewed in connection with his/her participation in the trade show. Exhibitor understands that the photographs and/or videos may be used by either Show Management, Show Decorator, Security Contractor, or Convention Center, or all of them, for commercial promotion in television, film, print, Internet or in media to be invented in the future. Exhibitor hereby RELEASES and agrees to DEFEND, Indemnify and Hold Harmless the individually and collectively Show management, Show Decorator and Convention Center for any Claims related to the photographs, videos, audio recordings or interviews, or any other media.

43. American with Disabilities Act (ADA)

Exhibitor represents and warrants that its exhibit and product(s)/service information shall comply with the ADA, its regulations and guidelines. Exhibitor shall indemnify, hold harmless, and defend Show Management from and against any and all claims and expenses (including attorney's fees) and costs, arising out of or related to Exhibitor's noncompliance with the ADA.

44. Enforcement of Regulations

Show Management has full power to interpret and enforce all regulations of Show and power to make amendments and/or further regulations that are considered necessary for the proper conduct of Show. Such decisions shall be binding on Exhibitors. Failure to comply with these or any other regulations or amendments may be sufficient cause for Show Management to require immediate removal of exhibit and/or offending Exhibitor at expense of Exhibitor. Failure to comply may also result in forfeiture of all further rights to exhibit at future shows sponsored by Show Management, together with all fees paid. Show Management may license any space so forfeited to another Exhibitor and retain all revenues collected.

45. Conflicting Meeting and Social Events

In the interest of maintaining attendance at official educational events and Show, Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of attendees, Exhibitors, or invited guests from educational sessions or Show during official event hours, which are defined within the Show Management's Affiliate Functions Policy. Events may be held outside these times but must conform to the Affiliate Functions Policy.

46. Electrical and Furnishings

Exhibitor shall pay all charges for electrical and other required utilities to Convention Center. Arrangements for special electrical services must be made directly with Convention Center at least 21 days in advance of Show at expense of Exhibitor. All equipment requiring electrical current must comply with electrical codes in the City where the Show takes place and all other applicable safety requirements, including Underwriters Laboratories approved. Two-wire lamp cord is not permitted. Arrangements for rental of booth furnishings, displays, or equipment must be made directly with the official service contractor at the expense of the exhibiting company.

47. Shipping

All shipments must be consigned to the official service contractor and marked for NCBA Trade Show. Shipment(s) will not be accepted by the Convention Center until Saturday, January 29. Prior to this date, shipments sent to the Convention Center will be forwarded to the official service contractor at the expense of the Exhibitor.

48. Cancellation or Postponement of Show

- a. In the event that the Show is postponed due to any act or occurrence outside the control of Show Management or Exhibitor, whether such occurrence be an Act of God, common enemy, result of war, riot, civil commotion, labor dispute, terrorist action, government action, or act or conduct of any person or persons not party or privy to this Agreement, making it illegal, impossible or commercially impracticable to hold the Show, then performance of parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event, for duration of such postponement.
- b. In the event that such occurrence results in cancellation of Show, obligations of parties under this Agreement shall automatically be terminated and all rental payments made under this license shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by Show Management in connection with Show. Show Management reserves the right, with no liability to Exhibitor for refunds, additional expenses, or otherwise, to change date or place of Show upon two-weeks notice to Exhibitor, effective from date of mailing of such notice.

49. Applicable Law / Jurisdiction / Venue

Exhibitor hereby agrees that the laws of the State of Colorado shall control construction and enforceability of this Agreement and hereby consents to jurisdiction of State of Colorado and Federal District Courts within State, regardless of any conflict of laws, with respect to any right of action arising under this Agreement. Exhibitors must comply, at their expense, with all local, state, and

federal laws, rules, regulations, and ordinances in force. Exhibitor agrees to pay any fees, including attorney fees and costs of litigation through appeal, associated with any dispute with Show Management, Show Decorator, or the Convention Center.

50. Notices

All notices pertaining to this Contract must be in writing and will become effective when delivered and received by the intended recipient by one of the following methods: i) Letter sent by certified mail or by overnight carrier, return receipt requested, postage prepaid to intended recipient, ii) Hand-delivered with a signed receipt, or by iii) Email transmission: Notice by email is effective when the sender of the email has notice from the intended recipient that the email transmission was delivered. Notices to Show Management must be addressed as indicated in this Contract. Notices to Exhibitor will be addressed to the Contact Person indicated on page 1. The names and addresses for the purposes of this section may be changed by giving written notice of such change in the manner provided in this paragraph for giving notice. Unless and until written notice is received, the last name and address stated in this Agreement will be deemed to continue in effect for all purposes.

51. Waiver

Waiver by either party of any term, condition, or breach shall not constitute a waiver of any other term, condition, or breach of their agreement. Rights of Show Management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Show Management.

52. Severability

In the event any provision of this Agreement is held invalid or unenforceable, then neither remaining provisions of this Agreement nor other applications of provisions involved shall be affected thereby.

53. Agreement Subject to Terms of Show Management's License with Convention Center

This Agreement between Exhibitor and Show Management is subject to terms of license between Show Management and the Convention Center, and to terms of any and all agreements between Show Management and any other party relating to Show. Exhibitors shall not undertake any act or fail to fulfill any obligation that shall be in violation of said license or agreements.