

# THE 2010 INTERNATIONAL BUILDERS' SHOW<sup>®</sup> EXHIBITOR CONTRACT TERMS, CONDITIONS, RULES AND REGULATIONS

## A. Objective

The objective of the 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 2010 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 signing the Application for Exhibit Space, Exhibitor agrees to abide by these Terms, Conditions, Rules and Regulations and all amendments thereto and decisions of Exhibition Management. The Application for Exhibit Space becomes a binding contract between NAHB and Exhibitor upon NAHB's acceptance of Exhibitor's signed Application and issuance of a confirmation and invoice to 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 phases 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.
3. That due to the great number of companies exhibiting similar or related product lines, Exposition Management cannot guarantee that a company exhibiting similar products (including a competitor of Exhibitor) will not be located in a nearby or adjoining booth space.

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 imposition by Exhibition 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. **Before June 5, 2009** the price of indoor exhibit space for returning 2009 exhibitors purchasing at least the same amount of square feet that was paid for in 2009 is \$33.75 per sq. ft. - The price for all others is \$36.00 per sq. ft. The price of outdoor exhibit space for returning 2009 exhibitors purchasing at least the same amount of square feet that was paid for in 2009 is \$21.00 per sq. ft. - The price for all others is \$22.50 per sq. ft. **After June 5, 2009** the price of all indoor exhibit space is \$39.50 per sq. ft. - The price for all outdoor exhibit space is \$24 per sq. ft. (Minimum 1,000 sq. ft.)
2. Exhibit space assignment rules. There is no guarantee that Exhibitor will be assigned the exhibit space location(s) it requests on the Application. Applications with thirty-five percent (35%) deposit or full payment received by the initial assignment deadline are assigned space based on priority points, membership in the National Council of the Housing Industry (NCHI), space and utility requirements, and date of receipt of the Application and deposit/full payment in the NAHB Exposition Sales Office. Applications and payments received after the initial assignment deadline are 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.
3. Each Exhibitor is required to pay \$200 for its participation in the 2010 IBS Virtual Trade Show. This entitles the Exhibitor to one (1) Virtual Booth (vBooth). Additional vBooths are \$200 each, with a limit of one (1) vBooth for every full 100 sq.ft. of exhibit space under contract.

4. 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. NAHB, in its sole discretion, reserves the right not to grant an exception to the height restriction. **All Exhibitors have the right to occupy the full cubic content of the contracted exhibit space to the height specified on the Exhibitor Confirmation. All Exhibitors are required to maintain a finished appearance within their booths.**
5. 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 the 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.
6. Exhibitors shall be responsible for providing booths, booth equipment and a backwall 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.
7. 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.
8. 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. Failure to do so will result in the immediate discontinuation of all amplification. 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 assure 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. In any event, 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 or shutting down power to all or part of the booth.
9. Dispensing or serving of beverages or food from the booth must be approved by Exposition Management and the Facility prior to the commencement of the Exposition. Supplies of permitted food and beverages may not be replenished during Exposition hours. Popcorn machines or the dispensing of popcorn or peanuts is prohibited on the exhibit floor
10. 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 1,000 sq. ft. or greater. Any item hung from the Facility by an Exhibitor with a qualifying booth must maintain a minimum of sixteen (16) feet clearance 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 1,000 square feet are prohibited from attaching or hanging anything whatsoever to/or from any part of the Facility.
11. Exhibitor promptly shall pay the cost of any and all damage it causes to the Facility, booth equipment or property of another party.
12. Exhibitor shall pay the costs of the services of any structural engineer required by Exposition Management in connection with the Exhibitor's Exhibit.
13. The design of double decker 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.
14. Smoke and/or fog-producing machines may not be used at any time.
15. Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.
16. Live animals of any kind (excluding Service Animals) are not allowed on the exhibit floor.
17. No luggage carts or wheeled carts of any kind will be allowed on the exhibit floor.
18. All helium balloons must be approved in advance by Exposition Management and the Facility. Small individual balloons are not permitted.
19. 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 Exhibition Management, from the Exhibitor whose booth/product is to be photographed/video taped, **and** from all individuals to appear in the photograph or video.
20. Actual occupancy of the Exhibitor's exhibit space by the Exhibitor is required. If the Exhibitor does not occupy the exhibit space by Monday, January 18, 2010 at 5:00 p.m. NAHB 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/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 2:00 p.m., Friday, January 22, 2010. Premature dismantling of and/or failure to fully staff said space during the entire Exposition will result in the loss of priority points.
21. An entity not exhibiting at the Exposition, but holding an exhibit demonstration or display in a Las Vegas, NV hotel, suite, meeting room or other non-Exposition venue 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-official venue during Exposition dates, then the Exhibitor will lose all of its priority points for future Expositions.
22. The following conduct and activities are prohibited and at the sole discretion of Exhibition 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.

#### **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 Application/Contract for Exhibit Space.

#### **G. Installation and Removal of Exhibits**

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. Complete details regarding the installation and removal of exhibits are included in the Exhibitor Service Kit. 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.

#### **H. Contractor Services**

Exposition Management has agreements with contractors (hereinafter "Official Contractors") to provide various services to exhibitors. These Official Contractors will provide all Exposition services other than supervision. Exhibitors will provide only the material and equipment that they own and intend to use in their exhibit space. All other items or Exposition services may be provided only by the Official Contractors or as set forth in the Exhibitor Service Kit, which contains forms and instructions for obtaining the necessary services. All services not ordered in advance must be procured through the Exhibitor Service Desks, which will be maintained in the exhibit halls. Exceptions to the foregoing will be considered only in cases where Exposition Management has received a written request from the Exhibitor no later than December 11, 2009. To be eligible for consideration as an exception, Exhibitor must attach all of the following to its request:

1. An original, valid certificate of insurance for itself and/or its Exhibitor Appointed Contractor 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; and
4. The Request for Set-Up by an Exhibitor Appointed Contractor Form from the Service Kit.

An exception will be considered only if it will not interfere **with or prejudice the orderly set up, interim services, or dismantling of the Exhibition**. An exception will not be granted if it is inconsistent with the commitments and obligations assumed 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.

#### **I. 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.

#### **J. Soliciting, Catalogs, Souvenirs, Etc.**

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 any other matter 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 of wheeled carts is prohibited. 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 an Exhibitor's assigned space is not permitted.

#### **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. This will enable that Department to address any problems prior to the opening of the Exposition.

#### **L. Contests/Giveaways**

Exhibition 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 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 NINETY (90) DAYS OF INVOICE DATE UNLESS THE INVOICE DATE IS AFTER JUNE 5, 2009, 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 EXPOSITION MANAGEMENT BY ITS BANK. ANY MONEY SENT TO EXPOSITION MANAGEMENT AFTER OCTOBER 9, 2009 MUST BE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER. COMPANY CHECKS WILL NOT BE ACCEPTED AFTER OCTOBER 9, 2009.** If Exhibitor does not pay in full for its contracted exhibit space in accordance with this paragraph, it will not be listed in the *Official Exhibit Guide*.

#### **N. Withdrawal, Cancellation, Refunds**

Any withdrawal of Application for exhibit space or cancellation of exhibit space must be made in writing to Exposition Management. Exhibitor specifically recognizes and acknowledges that Exposition Management will be harmed if Exhibitor withdraws its Application or cancels its exhibit space.

Through June 5, 2009, if Exhibitor withdraws its Application for exhibit space prior to Exposition Management's issuance of confirmation and invoice 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 5, 2009, if Exhibitor fails to make payment as required by this Contract, withdraws its Application or cancels 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 OR CANCELLATION MADE BY JUNE 5, 2009 WILL BE SUBJECT TO THE NONREFUNDABLE PORTION OF THE DEPOSIT (25% OF THE TOTAL COST OF THE EXHIBIT SPACE). IF EXHIBITOR WITHDRAWS OR CANCELS AFTER JUNE 5, 2009, 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 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, 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, 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**

Exhibitor shall, at its own expense, secure and maintain through the term of this Contract, including move-in and move-out days, the insurance listed below. 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. 1) Workers' Compensation insurance; 2) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); 3) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds NAHB, its directors, officers, members, employees and agents. 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, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, or other emergency, makes it impossible, illegal 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 beyond the control of Exposition Management, 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 reasonable attempts to attract qualified attendees to the Exposition, but does not guarantee specific volumes or levels 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. All of Exhibitor's workers who may need special assistance or auxiliary aids pursuant to the ADA should contact Exposition Management as soon as possible.

#### **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 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.

#### **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 agreements.