

**1. IMPORTANT INSTRUCTIONS**

- Please print or type this Contract.
- Make checks payable to NAB.
- Make a copy of both sides of this Contract for your records.

**QUESTIONS?**

Call (800) NAB-EXPO or (202) 595-1953  
Fax (202) 429-4180

**2. COMPANY INFORMATION**

Please complete the information below. Exhibitor correspondence, including the exhibitor manual, newsletters, invoices and guest passes will be sent to this address. The information provided will be used for essential NAB Show communications only. **(Please do NOT provide post office boxes.)**

**Company Name:** \_\_\_\_\_ **Alphabetize Under the Letter:** \_\_\_\_\_

**Address Line 1:** \_\_\_\_\_

**Address Line 2:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip/Postal Code:** \_\_\_\_\_ **Country:** \_\_\_\_\_

**Web Site:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Toll Free #:** \_\_\_\_\_

**EXHIBIT LOGISTICS CONTACT**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**MARKETING CONTACT**  
 Same as Above

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

Check for Subleaseor **Parent/Subsidiary Name:** \_\_\_\_\_ **Booth #:** \_\_\_\_\_

**3. SPACE REQUIREMENTS**

Minimum Booth Size: 10' x 10' = 100 sq. ft.

1. Exhibit Area Preference:

- Acquisition & Production
- Acquisition & Production – 3D
- Acquisition & Production – Lighting & Grip
- Broadband
- Content
- Display Systems
- Distribution & Delivery
- Distribution & Delivery – Satellite
- Management & Systems
- Outdoor Media & Equipment
- Post Production
- Pro Audio
- Radio

2. Our Desired Exhibit Size:

\_\_\_\_\_ft. by \_\_\_\_\_ft. for a total of \_\_\_\_\_sq. ft.

3. Booth Number Preferences Are:

1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ 4th \_\_\_\_\_

4. Configuration:

- Island
- Peninsula
- Perimeter
- Standard Linear

Companies will only be assigned exhibit space in an exhibit area that corresponds to a significant portion of the exhibitor's products, depending upon availability.

**4. SPACE RATE FEES**

Cost per square foot (unless otherwise noted).

The total cost exhibit space is computed as follows: \_\_\_\_\_total square feet x \$\_\_\_\_\_/square foot = \$\_\_\_\_\_(the "total cost")

**NAB INDOOR SPACE RATE FEES**

- NAB Members ..... \$41.00
- Non-Members ..... \$47.50

**NAB OUTDOOR SPACE RATE FEES**

- NAB Members ..... \$21.00
- Non-Members ..... \$24.50

**NAB SUBLEASE SPACE RATE FEES**

- NAB Members ..... \$4,100.00
- Non-Members ..... \$4,750.00

**PAYMENT**

The following schedule outlines the payment dates for all Applications and Contracts, with each step shown sequentially and on a cumulative basis.

**PAYMENT 1:** The first 30% of the Exhibit Space Cost is due by June 3, 2011.

**PAYMENT 2:** The next 40% (for a cumulative 70%) of the Exhibit Space Cost is due by September 1, 2011.

**PAYMENT 3:** The Final 30% (for a cumulative 100%) of the Exhibit Space Cost is due by December 1, 2011.

NAB reserves the right to release exhibit space assigned to a company with an outstanding balance.

**Name (please print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Payment Method:**  Check enclosed (made payable in U.S. funds to NAB) for \$\_\_\_\_\_

Charge \$\_\_\_\_\_ to my  American Express  Master Card  Visa

**Credit Card #:** \_\_\_\_\_ **Exp. Date:** / \_\_\_\_\_ **CSV #:** \_\_\_\_\_

**Credit Card Billing Address (if different from address listed above):**

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip/Country/Code:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

NAB USE ONLY	
Date Received:	_____
Account #:	_____
Check #:	_____
Deposit Received:	\$ _____
<b>NAB</b>	
<input type="checkbox"/> Member	<input type="checkbox"/> Non-Member
<input type="checkbox"/> Government	
<b>OUTDOOR</b>	
<input type="checkbox"/> Member	<input type="checkbox"/> Non-Member
<b>SUBLEASE</b>	
<input type="checkbox"/> Member	<input type="checkbox"/> Non-Member
Dimensions:	_____ x _____
Total Square Footage:	_____
Booth #:	_____
Confirmed By:	_____

# 2012 NAB SHOW APPLICATION AND SPACE CONTRACT TERMS & CONDITIONS

This Contract contains the entire agreement of the parties. The 2012 NAB Show will be referred to as the SHOW. The SHOW MANAGEMENT is the National Association of Broadcasters (NAB). The person, company or organization who signs this contract will be referred to as the Exhibitor. (The rules and regulations to be outlined in the Exhibitor Manual, Exhibitor Confirmation Letter(s) and Exhibitor Newsletters/Updates are also terms of this Contract.) Exhibitor will also comport with all rules and regulations of Freeman, the Las Vegas Convention Center and the Las Vegas Hilton Center.

## 1. SPACE FEES:

- NAB Member Indoor Rate: \$41.00/square foot
- Non-Member Indoor Rate: \$47.50/square foot
- NAB Member Outdoor Media and Equipment Rate: \$21.00/square foot
- Non-Member Outdoor Media and Equipment Rate: \$24.50/square foot
- NAB Member Sublease Rate: \$4, 100
- Non-Member Sublease Rate: \$4,750

**To be eligible for member rates, Exhibitors must be NAB Members in good standing at the time of exhibit space assignment through the dates of the SHOW.**

**2. PAYMENT.** The following schedule outlines the payment dates for all Application and Contracts, with each step shown sequentially and on a cumulative basis.

**PAYMENT 1: The first 30% of the Exhibit Space Cost is due by June 3, 2011.**

**PAYMENT 2: The next 40% (for a cumulative 70%) of the Exhibit Space Cost is due by September 1, 2011.**

**PAYMENT 3: The Final 30% (for a cumulative 100%) of the Exhibit Space Cost is due by December 1, 2011.**

NAB reserves the right to release an exhibit or assigned space that has an outstanding balance.

NAB Show reserves the right to modify the payment schedule or require payment in full in a single payment based on the exhibitor's previous payment or credit history with NAB Show. Only the company name listed on this Application and Contract is considered an official NAB Show Exhibitor. All exhibitors must make payments in accordance with the schedule outlined above. Under no circumstances will Exhibitor be permitted to occupy its exhibit space if full payment has not been received. Payments submitted in accordance with the Application and Contract may be applied, first, to any outstanding balances from previous NAB events and Contracts may not be processed until all prior financial obligations have been met. Late payments, partial payments, or any checks or money orders marked as being payment in full or as being settlement of any dispute may be accepted without forfeiting NAB's rights under this agreement or the law. Exhibitors who submit payments that are unpaid by their banks will be placed on a cash basis. Any exhibitor who does not meet all financial obligations when due will be responsible for all outstanding debts and interest at 1.5% per month, compounded monthly, and any fees or expenses, including, but not limited to attorney's fees of no less than 33.3% of the unpaid principal and interest. There will be a \$50 charge for all returned checks. Failure to make payments does not cancel Exhibitor's liability. Space cancellation notices must be submitted to NAB Show in writing, and cancellation fees will be owed according to the terms outlined in Section 3 below.

**3. CANCELLATION.** All cancellations must be in writing to: Conventions and Business Operations, NAB, 1771 N Street, NW, Washington, DC, 20036, USA, return receipt requested, and shall become effective when approved by NAB. Should Exhibitor cancel all, or part, of the exhibit space contracted for herein after the date NAB accepts and confirms this Application and Contract, Exhibitor is liable for:

**30% of the total Exhibit Space Cost if cancellation is received on or after June 3, 2011;**

**70% of the total Exhibit Space Cost if cancellation is received on or after September 1, 2011 and on or before November 30, 2011;**

**100% of the total Exhibit Space Cost if cancellation is received on or after December 1, 2011.**

Exhibitor agrees that it is responsible for the total space fee for the cancelled space which shall be retained or paid to NAB as liquidated damages, if (a) exhibitor fails to pay all charges in accordance with the schedule set forth in section (2), (b) exhibitor has any outstanding financial obligations to NAB, or (c) exhibitor fails to perform any Terms or Conditions of the Contract or refuses to abide by these Terms and Conditions. The cancelled Exhibitor may reapply for the NAB Show exhibition participation on a first-come, first-served basis. Monies previously paid on account may be applied to the Exhibitor's new space fee if a new Contract is accepted. However, if the new space fee is less than the original space fee, the Exhibitor will be held liable for a downsize fee according to the schedule outlined section (4) below.

**4. REDUCTION/INCREASE OF EXHIBIT SPACE.** All requests for increases or reductions of exhibit space must be made in writing (which includes email), and must be verified by NAB. All such requests shall become effective when approved by NAB. NAB reserves the right to decline for any reason an exhibit space increase or reduction request. Moving from the exhibit floor to outdoor exhibit space may constitute a reduction of cost and subject to a reduction fee. If accepted by NAB, reduction of exhibit space requests received in writing on or after June 3, 2011, and prior to September 1, 2011 shall incur a reduction fee equal to 30% of the total cost of the amount of space reduced in addition to the cost of the reduced space. If accepted by NAB, reduction of exhibit space requests received in writing on or after September 1, 2011 and prior to December 1, 2011 shall incur a reduction fee equal to 70% of the total cost of the space reduced in addition to the cost of the reduced space. No refunds will be made for reductions on or after December 1, 2011.

**5. ELIGIBLE EXHIBITS.** NAB reserves the right to determine eligibility of any company or product to participate in the SHOW. NAB can refuse license of exhibit space to any company whose display of goods or services is not, in the sole opinion of NAB, compatible with the professional and educational character and objectives of the SHOW. In such event, this Contract shall terminate and NAB shall refund all funds paid, less an administrative fee of \$500.00. If any company on-site at the NAB Show whose display of goods or services is not, in the sole opinion of NAB, compatible with the professional and educational character and objectives of the SHOW, this Contract shall terminate and NAB shall retain 100% of the exhibit space fee.

**6. SUBLETTING OF EXHIBIT SPACE/DIRECTORY LISTING/GOODS/PUBLICATIONS.** Exhibitors may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from NAB. Any approved entity must sign a Contract with NAB. Such firm must be a corporate parent or subsidiary of the Exhibitor, or another subsidiary of the parent corporation, and must be prepared to provide to NAB written documentation of the particular relationship upon request. For a fee, NAB will provide directory listing(s) for such firms. A firm that has not signed a Contract with NAB may not be represented on the exhibit floor. NAB retains the right to administer and remove from the exhibition any company without a signed Contract. Exhibitors must show goods manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business. No exhibitor may distribute SHOW specific commercial publications or other commercial media specifically directed to SHOW attendees from its booth without prior written consent of NAB.

**7. DIRECT SELLING.** NAB strictly prohibits over-the-counter sales (i.e., cash, check or credit card). Only bona fide business orders for future delivery are permitted. NAB reserves the right to close down booths in violation of this regulation. If after ONE warning by NAB Staff (including Floor Managers) the offending exhibitor does not comply with these regulations, NAB, at its discretion, may elect to shut off the power to the exhibit booth. In addition, the following penalties may be applied:

- Exhibit booth will be closed for the remaining duration of the show or removed. Exhibitor will not be eligible for any refunds on booth space or booth services including electrical, internet, furniture etc. Exhibitor will be responsible for any charges related to their booth.
- Exhibitor will lose all accumulated priority points.

**8. WAIVER AND INDEMNIFICATION.** (a) Exhibitor agrees to make no claim of any nature whatsoever against NAB, except for specified claims and arising directly from the gross negligence of NAB or its employees acting within the scope of their employment and caused by circumstances under the control of NAB. This waiver shall include, without limitations: (i) loss, damage or injury to any property of the exhibitor by fire, theft, destruction, vandalism, or any other cause, except that loss or damage directly attributable to the gross negligence of NAB or its employees; (ii) any injury to the exhibitor, its agents or employees by any cause, except for such injury directly attributable to the gross negligence of NAB or its employees; (iii) loss, damage or injury to the exhibitor's business by reason of space location or the failure to provide space for the SHOW, or by any failure to hold the SHOW as scheduled, and waiver as to such loss or injury shall here include claims arising from the gross negligence of NAB, its employees or agents; (iv) loss, damage or injury to the exhibitor's business caused by fire, electrical service interruption or any other interruptive occurrence, and waiver as to such loss damage or injury shall here include claims arising from the gross negligence of NAB, its employees or agents; and (v) all consequential commercial damages arising out of any aspect of this agreement, including those damages resulting from the gross negligence of NAB, its employees or agents. (b) The exhibitor shall indemnify, defend and hold NAB harmless from and against any and all claims, penalties, damages, losses, costs, charges and expenses whatsoever, including reasonable attorney's fees and costs, arising out of the exhibitor's participation in the SHOW, except where such claims are directly attributable to the gross negligence of NAB or its employees, including without limitation the following: (i) damage or injury to any person, persons or property arising from or by reason of the occupation and use of the exhibit space; (ii) acts done or caused to be done by exhibitor, its agents, employees, guest or invitees; (iii) any breach by the exhibitor of its obligations hereunder; (iv) any loss, damage or destruction to property of the Exhibit Facilities caused by the exhibitor, its agents, employees, guests or invitees; and (v) any loss, theft, misappropriation or otherwise, or damage or destruction of any property of the exhibitor or property of its guests or invitees brought into the exhibit space of the exhibit facilities. (c) Exhibitor hereby agrees to waive the right of subrogation by its insurance carriers to recover losses sustained under its insurance Contract including but not limited to real and personal property. (d) Exhibitor assumes responsibility and agrees to indemnify and defend the Las Vegas Hilton and the Las Vegas Convention Center and their employees and agents against any claims or expenses arising out of the use of the exhibition premises. The exhibitor understands that neither the National Association of Broadcasters or its contractors, nor the Las Vegas Hilton Hotel, nor the Las Vegas Convention Center maintain insurance covering the Exhibitor's property, personnel and SHOW attendees, and it is the responsibility of the Exhibitor to obtain such insurance.

**9. EXHIBITOR INSURANCE.** (a) The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Contract, comprehensive general liability insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased by NAB. Such insurance shall include contractual liability and product liability coverage, with a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name NAB and the facility therein as an additional insured (with no limitations), and exhibitor shall upon request provide NAB with certificate so indicating. Exhibitor's Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to, during the show and from the confines of the hall. (b) Exhibitor Appointed Contractors (EACs) utilized during the SHOW shall acquire the requested insurance coverage and supply NAB with a properly completed certificate of insurance as described in the Exhibitor Manual. Exhibitor shall indemnify and defend NAB for any claim where Exhibitor's EAC failed to acquire or provide the requested insurance coverage.

**10. DISABILITY PROVISIONS.** Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor will ensure the accessibility of its exhibit space, and agrees to hold harmless, indemnify, and defend NAB against any claims, damages, loss or expense, including reasonable attorney's fees and costs, arising out of or related to any alleged ADA violation.

**11. DAMAGE TO PROPERTY.** Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to another exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard booth equipment. Helium balloons no smaller than thirty-six (36) inches in diameter are allowed only when anchored to exhibits. No helium balloons shall be permitted for giveaway or sale.

**12. INSTALLATION.** Exhibit installation in the Las Vegas Convention Center depends on the location of the Exhibitor's exhibit space. Target move-in dates and regulations are published in the Exhibitor Manual. No exhibits should arrive at the Las Vegas Convention Center earlier than the date scheduled for Exhibitor's location.

**13. DISMANTLING.** Exhibitor's displays must not be dismantled or packed in preparation for removal prior to the official closing time on April 19, 2012. Every exhibit must be fully staffed and operational during the entire SHOW. The dismantling of displays begins at the official closing time Thursday April 19, 2012, and continues according to the schedule outlined in the Exhibitor Manual or Show notices. At the end of the designated dismantling time, all exhibitor displays or materials left in the booths without instructions will be packed, shipped or discarded at the discretion of NAB, and all charges will be applied to the Exhibitor.

**14. CHARACTER OF EXHIBITS.** The general rule of the exhibit floor is "be a good neighbor." No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Exhibitor employees and booth personnel, including demonstrators, distributors of printed materials, hostesses and models are required to confine their activities within the Exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with NAB, no part of the Las Vegas Convention Center and its grounds may be used by any organization other than NAB for display purposes of any kind or nature without written permission of NAB. Within the convention center property, exhibitor brand or company logos, signs and trademark displays will be limited to the official exhibit area only and any official banner or signage purchased from NAB. (A) Attire. Representatives should be conservatively attired to maintain the professional and business-like atmosphere of the SHOW. (B) Sound. Video and audio productions relating to exhibitor's equipment will be permitted, provided equipment and screen are located set back from all aisles and all viewers/listeners stand or sit within the booth. Sound should not be audible in the aisles or neighboring booths. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring exhibitors. Sound levels within exhibitor booths must comply with OSHA regulations and sound levels emanating from any booth shall not exceed eighty (80) db when measured by NAB from the center of any adjacent aisle. No singing, dancing or use of musical instruments or other type of performance is permitted. (C) Lighting. In the best interest of the SHOW, NAB reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs, lights or lasers is not permitted without prior written approval from Show Management. (D) Booth Exteriors. The exterior of any display cabinet or structure facing a side aisle or adjacent exhibitor's booth must be suitably decorated at the exhibitor's expense. (E) Noise and Odors. In fairness to all exhibitors, no noisy or obstructive activity will be permitted during show hours, nor will noisily operating displays, or exhibits producing objectionable odors be allowed. Loud machinery should only be operated for reasonable periodic demonstrations. (F) Contests. No lotteries, drawings or contests of any type are permitted in the exhibit area without written advance approval from NAB. Those seeking permission must provide evidence that the proposed events comply with Nevada and U.S. Federal law. (G) Gifts. Gifts, prizes, products or services not directly related to the educational display of the exhibit booth may not be sold to attendees by exhibitors.

**15. INTELLECTUAL PROPERTY RIGHTS/MUSIC LICENSING.** Exhibitor represents and warrants that it shall comply with all Intellectual Property Rights (IPR) and copyright restrictions applicable to Exhibitors, including but not limited to, any music performance agreement between NAB and ASCAP or BMI for meetings, conventions, trade shows and expositions. Exhibitor further represents and warrants that it shall obtain any additional permission, license or grant of authority required of Exhibitors under the IPR or copyright laws and be prepared to present Show Management with a copy of such license or grant no less than (30) thirty days prior to the start of the SHOW. Exhibitor shall

indemnify and defend NAB for its failure to perform the foregoing. Exhibitors who need assistance in protecting their own intellectual property rights should consult Show Management materials and contact Show management for additional assistance.

**16. UNION LABOR.** Exhibitors are required to observe relevant Contracts in effect between service contractors, the Las Vegas Convention Center, and labor organizations. Labor jurisdictions will be outlined in the Exhibitor Manual.

**17. EXHIBIT CONSTRUCTION GUIDELINES.** Display material (including showcases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) must adhere to the Exhibit Construction Guidelines outlined in the Exhibitor Manual. However, these rules shall not apply to machinery and equipment placed in a position comparable to actual utilization. NAB may require the rearrangement or alteration of any exhibiting violation of the Exhibit Construction Guidelines. In such an event, the exhibitor will be liable for any cost incurred.

**18. POSITIONING EQUIPMENT IN RELATION TO AISLE.** To ensure the safety of all SHOW participants, machinery and equipment should be positioned so that no portion is closer than (12) twelve inches from any aisle.

**19. LOCATION/RELOCATION OF EXHIBITS.** NAB reserves the right to locate and/or alter the location of exhibit spaces, at its sole discretion, in the best interest of the SHOW. Exhibitor shall bring no claim against NAB whatsoever, whether based in Contract, tort or otherwise, regarding its or any other Exhibitor's/vendor's/contractor's location at the SHOW.

**20. OFF-SITE ACTIVITIES AND EXHIBITS/OUTBOARDING** — (a) Exhibitor agrees not to exhibit its products/services outside the official NAB exhibit venues during the official show hours of the NAB Show exposition or prior to April 15, 2012 at 9:00 a.m. Exhibitor also agrees not to conduct any presentation- or demonstration-related activities that would induce attendees to leave the official NAB exhibit venues during official show hours. Any violation of this regulation may, at NAB's discretion, result in a cancellation of the Contract in accordance with the terms of section (3). (b) Any entity not exhibiting at the NAB Show but holding an exhibit, display or demonstration in Clark County, NV, April 16-19, 2012, will lose any and all accumulated space selection priority points.

**21. FIRE REGULATIONS.** No flammable materials, as defined in the applicable law and rules and regulations of the Las Vegas Convention Center, including decorative material and equipment covers, shall be permitted within the SHOW area or within an exhibitor's booth. All fabrics used in the exhibit areas must be flame proofed or treated with flame-retardant solution to meet requirements of the standard flame test as provided in the Clark County Code for fire prevention. Electrical signs and equipment must be visible to meet the specifications of Underwriters Laboratories. Fire protection equipment, fire hoses, extinguishers and sprinkler controls must be visible and accessible at all times, whether inside or outside an exhibitor's space. No storage of any kind is allowed behind the back drapes or in the exhibit space. All cartons, crates, containers, and packaging materials will be stored by the official service contractor. Up to one day's supply of operational materials may be stored within the exhibit space. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the SHOW is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this SHOW. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitor.

**22. SECURITY.** Exhibitors are responsible for the security of their exhibit. NAB will provide crowd control admittance security. Exhibitors are encouraged to budget and make security arrangements for sensitive or valuable items. If insurance to cover the above is desired, it must be acquired and paid for by the individual exhibitor.

**23. PHOTOGRAPHY, VIDEOTAPING AND SKETCHING.** Still cameras may be carried in the exhibit area, but under no circumstances may photographs be taken without expressed authority of the exhibitor concerned in each case. Sketching or drawing machinery on display is prohibited. Videotaping or filming is not permitted in the exhibit area without prior written permission from NAB. However, exhibitor grants NAB, its contractors, licensees and assignees the irrevocable right to make photographs and audio/video recordings and reproduce, distribute, sell, transmit, stream, display and publicly perform recordings, transcriptions and derivative works in any medium containing the image of the exhibitor's booth, equipment and/or image and statements of its officers, employees, agents and invitees at the SHOW.

**24. FOOD SERVICE.** All arrangements for food and beverage service must be made with the caterer at the Las Vegas Convention Center. No alcoholic beverages may be served in the exhibit area without prior permission of Show Management.

**25. FAILURE TO HOLD SHOW.** Should fire, hurricane, earthquake, flood, strikes, lockout, act of terrorism, labor disturbances, civil disturbance, explosion, sabotage, war, bankruptcy, political or social boycott, other casualty, any restrictions imposed by governmental authority, Acts of God or any other circumstances beyond the control of the Las Vegas Hilton, the Las Vegas Convention Center, or of NAB make it impossible or impractical to hold the SHOW at the scheduled time, NAB may retain such part of the Exhibitor's fees as shall be required to compensate it for expenses incurred up to the time such event shall have occurred. All remaining fees shall be refunded.

**26. AMENDMENT OF RULES.** NAB reserves the right to make changes, amendments and additions to these Terms and Conditions and in the Exhibitor Manual at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by NAB.

**27. LAWS APPLICABLE.** Exhibitor agrees to abide by the Exhibitor Rules and Regulations of the Las Vegas Convention Center, the City of Las Vegas, Clark County and the State of Nevada, as may be in effect during the Contract period, and in addition, any such rules and regulations expressly included herein and shall not violate the copyright, trademark, statutory or common law rights of any person in any aspect of its exhibitor activities. Current copies of the Las Vegas Convention Center and Exhibitor Rules and Regulations are available upon request. Any claims against NAB arising out of, related to or deriving from this Contract shall be brought in a court having jurisdiction thereof in the District of Columbia, and the laws of the District of Columbia, except its choice of law rules, shall apply in such cases. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement.

**28. LICENSE RELATIONSHIP.** It is understood and agreed that this Contract constitutes a non-assignable license and privilege only and is not, under any circumstances, intended to constitute a lease or any other conveyance of real property, a partnership, employment agreement or joint venture between the parties.

**29. ACCEPTANCE.** This application and Contract shall be deemed accepted by NAB when received by NAB and confirmed by NAB. Exhibitor agrees that upon acceptance of this Contract by NAB with or without appropriate or timely payment of any or all fees, this Contract shall become binding and enforceable in accordance with its terms and conditions.

**30. INTEREST AND COLLECTION FEES.** Exhibitor agrees to pay interest to NAB at a rate of 1.5% per month (18% per annum) on all past-due balances hereunder. Exhibitor also agrees to pay any collection fees and reasonable attorney fees in an amount not less than 33.3% of the unpaid principal and interest owed to NAB hereunder. If the above fees exceed the amount(s) allowed under the applicable law(s) then the maximum amount allowed shall be paid to NAB by Exhibitor.

**31. FAX/E-MAIL/TELEPHONE.** By providing NAB with e-mail addresses/telephone numbers/fax numbers, Exhibitor gives NAB and its Official Show Contractors explicit permission to contact Exhibitor using such addresses or numbers.

**32. ENTIRE AGREEMENT.** This application and Contract constitutes the entire agreement between NAB and Exhibitor. It may not be modified orally, by phone, or by email. It may be modified only if in writing and signed by NAB.