

CONTACT INFORMATION

Show/Event Sponsored: Summer NAMM (the "Program")

Sponsor Name: _____ (the "Sponsor")

Contact Name: _____ Contact Phone: _____

Address: _____

Email: _____ Website: _____

Sponsor acknowledges and agrees that this Application and Agreement, including the Terms and Conditions attached hereto, becomes a binding contract when accepted by Sponsor. By signing below, Sponsor accepts and agrees to the Terms and Conditions of this Application and Agreement, effective as of the date on which the application is received.

Authorized Signature: _____ Date: _____

signature of official company representative

SPONSORSHIP INFORMATION

Sponsorship: _____ Cost: _____

SPONSORSHIP DETAILS:

- NAMM to provide (1) display case placed in Music City Center lobby.
- Case Dimensions of Visible Space: 4" tall x 1/2m deep x 1/2m wide
- Sponsor is responsible for set up of case between 10:00 am – 5:00pm on Wednesday, July 10 or 7:00am - 9:30am on Thursday, July 11th.
- All product must be removed from display case Saturday, July 13 between 5:00 - 8:00pm. Any product left behind will be donated to charity.
- Sponsorship includes generic display case & small sign with company name and booth number. Lighting and electrical is not included in the display case.
- NAMM to provide area security on a 24-hour basis to include move-in, show days and move-out. Sponsor can choose to provide additional security by ordering through NAMM's official security Staff Pro (phone: 714-230-7210 x254)
- Sponsor must abide by all NAMM rules and regulations as outlined here: http://www.namm.org/files/pdfs/SN13_Space_Rules.pdf

UPGRADE OPPORTUNITIES

_____ Enhanced Online Directory Listing: \$25

Upload enhanced company and product information for buyers to access easily. Plus, add your logo so it stands out on the map, in the show mobile app and in the online Directory on the NAMM website

_____ Banner Ad on the 2013 NAMM Show Mobile App: \$250

Get your company and/or product information featured prominently in rotating banner ads. When visitors click through they can access your company's landing page, find your booth, contact you directly or access your company's product information.

PAYING BY CREDIT CARD

Credit Card: Visa MasterCard AmEx

Credit Card Number: _____ Exp. Date: ____ / _____

Cardholders Name: _____

Card Holder's Billing Address:

Street _____

City/State _____ Zip Code _____

PAYING BY CHECK

Make checks payable to "NAMM".

MAIL CHECKS TO:

NAMM
5790 Armada Drive
Carlsbad, CA 92008

TERMS

FAX COMPLETED FORM TO 760.438.7327 or tradeshows@namm.org

Full payment is due upon contract signing and submission. This sponsorship is non-cancelable and non-refundable due to the production of printed materials that are distributed prior to the show. All sponsorship artwork is subject to approval by NAMM Show Management.

QUESTIONS?

Contact: tradeshowsales@namm.org • 760.438.8001

TERMS AND CONDITIONS

The National Association of Music Merchants ("NAMM") and the Sponsor have agreed to enter into this Agreement to set forth the terms of Sponsor's non-exclusive sponsorship of the Program in exchange for certain contributions to NAMM. Accordingly, NAMM and Sponsor agree as follows:

SPONSORSHIP

A. During the term of this Agreement, NAMM agrees to identify and acknowledge Sponsor as a sponsor of the Program, pursuant to Internal Revenue Code § 513(i) and related Treasury Regulations, by displaying Sponsor's logo and other agreed-upon identifying information on NAMM's marketing, advertising, and promotional media in connection with the Program, in the manner (placement, form, content, etc.) reasonably determined by NAMM in its sole discretion. Sponsor agrees to provide all the necessary content and materials for use in connection with such sponsorship.

B. During the term of this Agreement, Sponsor shall be permitted to utilize NAMM's name, acronym and logo for the sole purpose of promoting Sponsor's sponsorship of the Program.

LICENSE OF INTELLECTUAL PROPERTY

A. NAMM is the sole owner of all right, title, and interest to all NAMM information, including NAMM's logo, trademarks, trade names, and copyrighted information, unless otherwise provided. NAMM hereby grants to Sponsor a limited, non-exclusive license to use certain of NAMM's intellectual property, including NAMM's name, acronym, and logo (collectively, the "NAMM Property"), solely in connection with promotion of Sponsor's sponsorship of the Program. Sponsor agrees that it shall not use NAMM's Property in a manner that states or implies that NAMM endorses Sponsor (or Sponsor's products or services). It is understood that NAMM retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld.

B. Sponsor is the sole owner of all right, title, and interest to all Sponsor information, including Sponsor logos, trademarks, trade names, and copyrighted information, unless otherwise provided. Sponsor hereby grants to NAMM a limited, non-exclusive license to use certain of Sponsor's intellectual property, including names, trademarks, and copyrights (collectively, "Sponsor Property"), solely to identify Sponsor as a sponsor of the Program. It is understood that Sponsor retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld. Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to NAMM nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to NAMM; and that the Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party.

C. Upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire, and each party shall discontinue the use of such other party's Property.

CONTRIBUTION SCHEDULE

A. In consideration for the right to sponsor the Program and to be acknowledged by NAMM as a sponsor of the Program during the term of this Agreement, Sponsor agrees to make cash contributions to NAMM in the amounts set forth on the Application, to be paid pursuant to the payment schedule set forth on the Application. Further, Sponsor will work with NAMM to identify and provide in-kind products, services and/or facilities to NAMM, NAMM's members, and/or in connection with NAMM activities.

B. To the extent that any portion of a payment under this section would not (if made as a separate payment) be deemed a qualified sponsorship payment under IRC § 513(i), such portion shall be deemed and treated as separate from the qualified sponsorship payment.

RELATIONSHIP OF PARTIES

The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

INDEMNIFICATION

Sponsor shall indemnify and hold harmless NAMM, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred as a result of: (i) any act or omission by Sponsor or its officers, directors, employees, or agents; (ii) any use of Sponsor's name, logo, Web site, or other information, products, or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made

by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. This section shall survive any termination or expiration of this Agreement.

CONFIDENTIALITY

Confidential Information is all information that is marked as such and all other information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding the organization, its operations, programs, activities, financial condition, and membership or customer lists. During the Term, each party shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party's Confidential Information to its employees and agents with a reasonable need to know such Confidential Information, and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

PROGRAM

Exhibitor Rules. In the event that Sponsor elects to exhibit at the Program, Sponsor hereby agrees to comply with all Exhibit Space and Exhibitor rules and regulations issued by NAMM in connection with the Program. Sponsor further agrees to complete any additional applications and enter into any additional agreements in connection with Sponsor's exhibit space as may be required by NAMM.

TERM AND TERMINATION

A. The Term of this Agreement will begin on the Effective Date and continue through the end of the Program

B. Termination by Sponsor. If Sponsor desires to cancel this contract it may request to do so only by giving notice thereof in writing to NAMM, with evidence of receipt. In that case, Sponsor will continue to be liable for all fees governed by this contract and the dates payments are due, which apply regardless of the date on which this contract is executed. This amount is considered to be the liquidated and agreed upon damages that NAMM will suffer as a result of Sponsor's cancellation. This provision for liquidated and agreed upon damages is not a penalty. The withdrawal of reserved sponsorship from availability at a time when others would be interested in applying for it will cause NAMM to sustain substantial damages that may not be determined with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this contract as a valid pre-estimate of these damages. The date of cancellation shall be the date NAMM receives the notice.

C. Termination by NAMM. If Sponsor fails to make any payment required by this contract in a timely manner, NAMM may terminate this contract (and Sponsor's participation in the Event) without further notice and without obligation to refund any monies previously paid. Notwithstanding anything herein to the contrary, Sponsor shall in all cases remain liable for the full amount of the fees covered by this contract and NAMM has the right to charge Sponsor a late fee of up to 2% per month on all outstanding amounts owed by Sponsor. Additionally, Sponsor agrees to pay any collection costs, including without limitation court costs, collection fees, and reasonable attorneys' fees incurred by NAMM in enforcing the Contract or the Rules and Regulations. NAMM reserves the right to refuse Sponsor permission to move-in and set-up an exhibit if Sponsor is in arrears of any payment due to NAMM. NAMM is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Sponsor from any liability hereunder. NAMM may also terminate this contract effective upon written notice of termination if Sponsor breaches any of its obligations under this contract or any other contract or arrangement with NAMM, without any obligation on NAMM's part to refund any payments previously made and without releasing Sponsor from any liability arising as result of or in connection with that breach. If NAMM removes or restricts an exhibit that NAMM considers to be objectionable or inappropriate, no refund will be due to Sponsor

D. Termination of Program. If NAMM cancels the Program due to circumstances beyond its control, including but not limited to acts of God, acts of war, governmental emergency, labor strike or unavailability of the relevant facility, NAMM shall refund to Sponsor the payments made through the time of cancellation. NAMM reserves the right to cancel, rename or relocate the Program or change the Program dates. If NAMM changes the name of the Program, relocates the Program to another facility within the same city, or changes the Program dates to dates that are not more than thirty days earlier or thirty days later, no refund will be due to Sponsor.

TERMS AND CONDITIONS**GENERAL PROVISIONS**

- A. Warranties. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of its obligations, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this section shall survive termination of this Agreement.
- B. Binding Effect. This Agreement shall bind the parties, their respective heirs, personal representatives, successors and assigns.
- C. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflict-of-laws or choice-of-law principles.
- D. Assignment. This Agreement, or the rights granted under it, may not be assigned, transferred or sub-licensed by either party without the express prior written consent of the other party.
- E. Entire Agreement. This Agreement and all its attachments constitute the entire agreement between the parties and supersede all prior agreements, oral or written, relating to the Sponsorship. This Agreement may only be amended in a writing signed by both parties.
- F. Notice. All notices given under this Agreement shall be in writing, and shall be deemed to have been duly given when delivered when sent by overnight courier, or certified mail (return receipt requested).

INSURANCE

As a condition for Sponsor's right to present at the Exhibit, Sponsor, at its own expense, is required to secure and maintain insurance as set forth herein throughout the duration of the Event, including move-in, Event days and move-out days. All such insurance shall be primary over any other valid and collectible insurance of Sponsor and shall be written on an occurrence basis. Claims-made policies are not acceptable and do not constitute compliance with Sponsor's obligations under this Section.

The following insurance coverage is required: (a) Worker's Compensation Insurance to the statutory limits; (b) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (c) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence aggregate any one occurrence, \$2,000,000 coverage shall include contractual, copyright infringement, operation of mobile equipment, products and liquor liability (if applicable); (d) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit. (e) Above required policies must name as "Additional Insured": NAMM, the Exhibition Facility and the City of Nashville and their respective members, officers, directors, agents, representatives and employees; and (f) Purchase insurance coverage in an amount sufficient to protect Sponsor and Sponsor's property, goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the Exhibition Hall while stored or exhibited, and returned to Sponsor's premises) against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the Event, including move-in, Show days and move-out days; (g) Sponsors agree to maintain such insurance that will fully protect, indemnify, hold harmless and defend NAMM, the Exhibition Facility, and the City of Nashville and their respective members, officers, directors, agents, representatives and employees from any and all claims of any nature whatsoever, including attorney's fees, which may arise due to the actions, omissions, errors or negligence of Sponsor or its employees or members, contractors, subcontractors, agents or representatives, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with installation, operation or dismantling of Sponsor's exhibit/display. Sponsor agrees to waive any and all subrogation claims against NAMM, the Exhibition Facilities and the City of Nashville.

All insurance must be provided by an insurance company with a Best's Rating of A, XII or better, which is legally authorized to transact business in the State of California. Sponsor shall provide NAMM or its authorized representative with a Certificate of Insurance (and complete copies of policies requested) and Additional Insured Endorsement documentation not less than 30 days prior to the first move-in day for the Event, evidencing the insurance required is in force, stating policy numbers, dates of expiration, and limits of liability thereunder. Policies shall provide for a thirty (30) day notice of cancellation or material change in favor of any certificate holder. Failure to provide the satisfactory Certificate of Insurance and additional insured endorsement as stated herein will result in the cancellation of this Contract, loss of Sponsorship and forfeiture of all payments. In the event Sponsor does not provide NAMM with proof of required insurance coverage as stated herein, Licensor may (but shall have no obligation to do so) procure the required coverage at Licensee's expense, and Licensee shall reimburse to Licensor the cost thereof prior to being granted the right to move in to the facility. Nothing herein contained shall be construed as limiting in any way the extent to which Sponsor may

be held responsible for damages to persons or property resulting from Sponsor's or its representatives or agents' participation in the Event, use and occupancy of the Facility, or Sponsor's obligation herein.

DAMAGE TO PROPERTY

Sponsor is liable for any damage or loss caused to the Exhibition Facility or booth equipment, its own property or to the property of others. In the event damage or loss occurs to an Sponsor's display/exhibit by another sponsor or exhibitor, the involved parties are responsible for resolving the dispute.

EXHIBITION AND EVENT PROVISIONS/REQUIREMENTS

Sponsor must abide by, adhere to and be bound by: (a) all applicable federal, state and local laws, codes, ordinances, rules and regulations, including fire, utility and building codes and regulations; (b) any rules or regulations of the Exhibition Facility, including any union labor work rules; (c) the terms of all leases and agreements between NAMM and the managers or owners of the Exhibition Facility/s; (d) the terms of any and all leases and agreements between NAMM and any other party relating to the Event; (e) all Rules and Regulations as stated in the Exhibitor Services Manual; and (f) Sponsor and its affiliates explicitly consent to receive fax, telephone, email, and other communications from NAMM and its partners under 47 U.S.C. Code 227 and any other applicable regulations.

TAXES, PERMITS AND LICENSES

Sponsor will be solely responsible for obtaining any licenses, permits, tax identification numbers or approvals required under applicable federal, state or local laws related to any of Sponsor's activities at the Event. Sponsor will be responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Sponsor will not permit the delivery of merchandise at the Exhibition Facility without the express permission of NAMM.

RIGHTS OF OFFSET

NAMM reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding payments due to NAMM. This applies to Exhibit Space Costs, Membership fees, and/or any other product or services offered by NAMM.

NAMM DECISIONS

Any and all matters, compliance issues or questions not specifically covered or addressed in this Contract as stated herein, or the Rules & Regulations or other provisions of the Exhibitor Services Manual, will be subject solely to the decision and determination of NAMM. NAMM reserves the right to make changes, amendments and additions to the terms and conditions of this Contract, the Rules and Regulations and in the Exhibitor Services Manual at any time and without prior notice. All changes, amendments and additions so made shall be binding on Sponsor. Sponsors will be advised of any such changes as reasonably deemed necessary by NAMM. Further, Sponsor agrees that NAMM will have full power in any matter of interpretation, amendment and enforcement of all terms and conditions stated herein, Rules and Regulations, and in all instances NAMM's rulings will be final. In the Event of any conflict, inconsistency, or incongruity between any provision of this Contract and any provision of the Rules and Regulations or the Exhibitor Services Manual, the provisions of this Contract shall govern and control.

ENTIRE AGREEMENT

This Sponsorship Application and Agreement, the Event Rules and Regulations, the Exhibitor Services Manual and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between NAMM and Sponsor pertaining to the Event and supersede any and all prior oral and written understandings, quotations, communications and agreements. This Contract may not be amended or modified except by a written instrument signed by NAMM.

EXHIBITOR'S ACCEPTANCE

Upon Sponsor's execution of the Contract, Sponsor acknowledges that it has read and understands the Terms and Conditions and the Rules and Regulations, and expressly agrees to accept such Terms and Conditions and Rules and Regulations, all of which are hereby incorporated by reference into and form essential terms and conditions of this Contract to the same extent as if set forth in full in the Contract. Further, the person signing this Contract on behalf of Sponsor represents and warrants that he/she is competent and has the necessary power, consent, and authority to execute and deliver this Contract on behalf of Exhibitor