

EXHIBITOR INFORMATION

(Must be completed—For internal NAMM use only)

LEGAL Registered Company Name or DBA: _____

(If name has changed, please provide government-issued document.)

Address: _____ Check box if this is a new address

City, State, Zip, Country/Region: _____

Phone #: _____ Fax: _____

Email: _____ Website: _____

PLEASE CHECK APPROPRIATE BOX(ES) BELOW

Request Same Space as 2022 NAMM Show or Location Request _____

Option 1: Standard Exhibit Booth—\$38.30 per sq. ft.—Sold in 100 sq. ft. (9.29 sq. m.) increments.

Option 1: Includes 1000 lbs. material handling, 8' black back and 3' side drape and one 7" x 44" booth ID sign (carpet, electrical, furniture and any other ancillary orders are the responsibility of exhibitor).

Booth Size Requested: _____ ft. X _____ ft. = _____ sq. ft.

Option 2: Small Booth (\$2,295)

One 5 ft. x 10 ft. = 50 sq. ft.

Option 2: Includes 500 lbs. material handling, 8' black back and 3' side drape and one 7" x 44" booth ID sign, gray booth carpet and 4' black draped table. **Must utilize Option 2 payment.**

Current NAMM Member OR New Exhibitor (not a current NAMM member)

A non-refundable annual membership fee is due and payable at the time of application (see payment information below). All new applicants must provide the following information. Additional documentation may be required.

- Legal documents confirming your company name
- Literature describing the products you intend to display

Type of Company: (check all that apply):

- Distributor Manufacturer Selling to Consumer Manufacturer Selling to Manufacturer Publisher
 Importer/Exporter Manufacturer Selling to Distributor Manufacturer Selling to Retailer

Year Established: _____ Total # of Employees: _____

PAYMENT INFORMATION

Standard Space Rental: \$38.30 per sq. ft. (Payment for the booth will be accepted only from the primary exhibitor.)

Membership Dues: \$230 annually for Manufacturers and Suppliers of Musical Instruments and Sound Products/Components, Distributors, Import/Export and Publishers.

All others \$600 annually. To be considered in the initial assignment of space, your Space Application/Contract must be received on or before September 21, 2022, accompanied by the required deposit. If your membership expires on or before June 5, 2022, your annual membership dues will be charged to the payment method selected below, unless otherwise instructed.

Applicants from Outside the United States: Payment by check will be accepted only in the form of cashier's check or money order in U.S. funds drawn on a U.S. bank. Wire transfers and credit cards are also accepted.

SELECT YOUR PAYMENT SCHEDULE BELOW - applications with no selection will default to the Split Payment option. Application will not be processed until page 2 is completed and signed.

OPTION 1: Automatic Payment - Credit Card Required

OPTION 2: Check, wire, ACH or credit card

<input type="checkbox"/> Scheduled Payment 2	<input type="checkbox"/> Scheduled Payment 3	<input type="checkbox"/> FULL PAYMENT	<input type="checkbox"/> SPLIT PAYMENT
50% w/ application 50% charged 1/18/23	10% 7/8/22 40% 9/21/22 50% 1/18/23	100% w/ application	50% w/ application 50% due 1/18/23

Final payment is due by January 18, 2023. Exhibit fees not paid by January 18, 2023 may subject your application to cancellation without refund.

PAYMENT:

Payments are accepted by check, wire, ACH or credit card. Scheduled payment plans require a valid credit card.

OPTION 1:

Visit www.namm.org/my-account or contact us at 760-304-5829 to review payment options and submit credit card payments.

Mail checks to:

NAMM
5790 Armada Drive
Carlsbad, CA 92008

Please choose desired community to exhibit in:

- Acoustic Fretted Instruments and Accessories
- Brass Instruments and Accessories
- Components/Sourcing/Suppliers
- DJ
- Electric Fretted Instruments and Accessories
- Entertainment Technology and Lighting
- Keyboards/Synthesizers
- Live Sound
- MI/Pro Audio Distributors (multiple categories)
- Percussion
- Pianos
- Pro Audio and Related
- Publisher/Music Education
- Retail Support
- School Band and Orchestra
- Software
- String and Bow
- Woodwind Instruments and Accessories

SPONSORSHIP OPPORTUNITIES

Total Access packages *Please see page 3:

- Opening Act: \$1,335.00
- Backstage: \$1,799.55
- The Line Up: \$2,070.95
- Encore: \$3,982.25

À la carte:

- Online Enhanced Listing: \$85
- Floor Graphic: \$600
- Map Logo: \$800
- Small Display Case: \$1,250
- Large Display Case: \$3,200

Fees Worksheet

Booth Space _____
(Sq. Ft. Required x \$38.30 per sq. ft.)
Membership _____
Sponsorship _____
Total _____

IMPORTANT DATES

- Priority Booth Assignment Deadline:** Sept. 21, 2022
- Booth Confirmations & Show Map Release:** Dec. 7, 2022
- Final Payment Deadline:** Jan. 18, 2023
- Directory Deadline:** Feb. 15, 2023
- Move-in Dates:** Apr. 7 - 12, 2023

* Target move-in date/time will vary based on booth location, size and other factors.

* Dates are subject to change.

CONTACT INFORMATION

(Must be completed—For internal NAMM use only. All trade show information will be sent to this address.)

Trade Show Contact: _____ Title: _____
 Mailing Address: _____
 City, State, Zip, Country: _____
 Phone #: _____ Fax: _____ Email: _____
 Show Site Emergency Contact: _____ Mobile: _____

EXHIBITOR LIST INFORMATION

Same as 2022 NAMM Show Include Enhanced Listing in the Online Show Directory and The 2023 NAMM Show mobile application for \$85

Company Name: _____ Alphabetize Under Letter (Exhibitor List only): _____
 (Name to be also used for trade show badges and exhibit signage. Must be legal name or established "dba.")
 Address: _____
 City, State, Zip, Country: _____
 Phone # (optional): _____ Fax (optional): _____ Toll-Free (optional): _____
 Email (optional): _____ Website (optional): _____

BRAND NAMES

Please do not include product descriptions; limited to 20 brands.

Same as 2022 NAMM Show
 All companies/brands whose products are shown in your exhibit must be current NAMM members.

MEMBER SEGMENT

Please check all that apply:

- Fretted Instruments Electronic/Recording Products Percussion
 Pro Audio & Lighting Pianos & Organs Band & Orchestra & General School Music
 Printed & Digital Music

CATEGORY LISTING

Please check appropriate box(es) if different from last year.

Primary Category will appear in the exhibitor list (sub-category for assignment use only)

- | | | | | |
|--|--|--|---|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Audio & Recording <ul style="list-style-type: none"> <input type="checkbox"/> Accessories <input type="checkbox"/> Cables <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Headphones <input type="checkbox"/> Karaoke <input type="checkbox"/> Loudspeakers <input type="checkbox"/> Microphones <input type="checkbox"/> Mixing Consoles <input type="checkbox"/> Synthesizers <input type="checkbox"/> Brass <ul style="list-style-type: none"> <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Instruments | <ul style="list-style-type: none"> <input type="checkbox"/> Computer <ul style="list-style-type: none"> <input type="checkbox"/> Cases <input type="checkbox"/> Hardware <input type="checkbox"/> Software <input type="checkbox"/> DJ <ul style="list-style-type: none"> <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Controllers <input type="checkbox"/> Mixers <input type="checkbox"/> Fretted Instruments <ul style="list-style-type: none"> <input type="checkbox"/> Accessories <input type="checkbox"/> Acoustic <input type="checkbox"/> Amplifiers <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Electric <input type="checkbox"/> Ukuleles | <ul style="list-style-type: none"> <input type="checkbox"/> Keyboards <ul style="list-style-type: none"> <input type="checkbox"/> Accessories <input type="checkbox"/> Accordions <input type="checkbox"/> Acoustic Pianos <input type="checkbox"/> Cases <input type="checkbox"/> Digital Pianos <input type="checkbox"/> Electronic Keyboards <input type="checkbox"/> Organs <input type="checkbox"/> Live Event Production <ul style="list-style-type: none"> <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Control and Networking <input type="checkbox"/> Lighting and Automated Lighting <input type="checkbox"/> Power Distribution and Dimming <input type="checkbox"/> Projection and Media Servers <input type="checkbox"/> Soft Goods <input type="checkbox"/> Special Effects | <ul style="list-style-type: none"> <input type="checkbox"/> Staging <input type="checkbox"/> Truss and Rigging <input type="checkbox"/> Media <ul style="list-style-type: none"> <input type="checkbox"/> Instructional <input type="checkbox"/> Periodicals <input type="checkbox"/> Print <input type="checkbox"/> Software <input type="checkbox"/> Video <input type="checkbox"/> Musical Education Resources <input type="checkbox"/> Musical Novelties & Gifts <input type="checkbox"/> Percussion <ul style="list-style-type: none"> <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Cymbals <input type="checkbox"/> Drums | <ul style="list-style-type: none"> <input type="checkbox"/> Retail Support
(Financing, Store Fixtures, Business Software) <input type="checkbox"/> String & Bow <ul style="list-style-type: none"> <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Instruments <input type="checkbox"/> Woodwind <ul style="list-style-type: none"> <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Harmonicas <input type="checkbox"/> Instruments |
|--|--|--|---|--|

EXHIBITOR IDENTIFICATION

By signing below, the signer certifies that he/she has the authority to sign the contract and bind the company listed to the NAMM Show Terms and Conditions and Rules and Regulations.

I have read and understand the Terms and Conditions listed on pages 4-7.

Legal Company Name or DBA: _____

Name: _____ Title: _____

Authorized Signature: _____

Signature is required to bind contract. You are authorizing NAMM to communicate with your company by mail, email, phone and fax.

If you don't receive confirmation, please re-submit contract by email to tradeshowsales@namm.org.

Return completed application to NAMM by e-mail, mail or fax. Keep copy for your records.

5790 Armada Drive • Carlsbad, CA 92008 • Ph: (760) 438-8001 • (800) 767-NAMM (6266) • Fax: (760) 438-7327 • tradeshowsales@namm.org

EXTEND YOUR BRAND PRESENCE AND SAVE MONEY

Take advantage of bundled sponsorship opportunities to save money while expanding your presence at The NAMM Show.

OPENING ACT: ★ \$1,335.00

- Online Enhanced Listing
- Small Display Case

BACKSTAGE: ★★ \$1,799.55

- Online Enhanced Listing
- Floor Graphic
- Small Display Case

Value: \$1,935
(7% discount)

THE LINE UP: ★★★ \$2,070.95

- Online Enhanced Listing
- Map Logo
- Small Display Case

Value: \$2,135
(7% discount)

ENCORE: ★★★★ \$3,982.25

- Online Enhanced Listing
- Floor Graphic
- Map Logo
- Large Display Case

Value: \$4,685
(15% discount)

À LA CARTE

☰ Online Enhanced Listing \$85

Add your logo so it stands out on the map, in the mobile app and in the online exhibitor list on the NAMM website. Upload unlimited product and information sheets.

★ Floor Graphic \$600

Position your logo to stand out in the aisle outside of your exhibit space area. Floor graphic placed in the aisle at entrance to sponsor's booth—exhibitors can purchase one floor graphic per 10' of exhibit space on aisle.

Dimensions:
2.5' x 2.5'

📱 Map Logo \$800

Present your logo in the mobile and printed show map(s) to help your customers find your booth location and showcase your brand to thousands of attendees.

Minimum booth size is 20' x 30'. One logo opportunity per booth.

📦 Small Display Case \$1,250

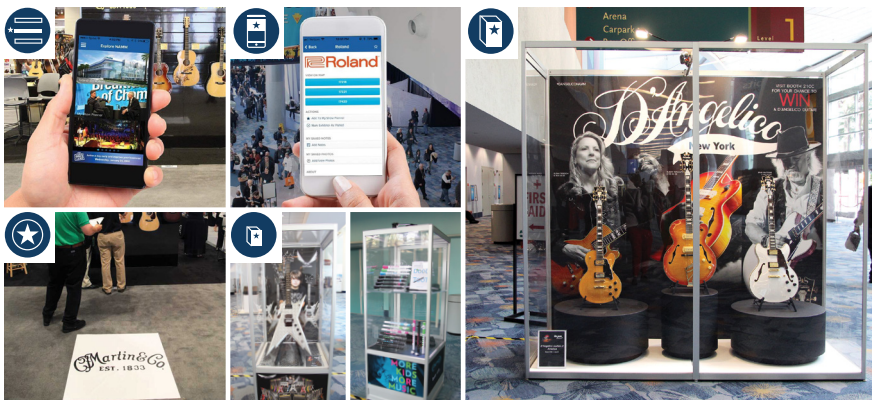
Merchandise product in an exclusive display case.

Case Dimensions:
26" wide x 26" deep x 72" tall (with 4' of visible space)

📦 Large Display Case \$3,200

Fully market your brand by merchandising multiple products in a large display case.

Case Dimensions:
8'2" wide x 3'3" deep x 8' tall



Access the world's top buyers and influencers!

namm.org/sponsor

TERMS AND CONDITIONS (continued)

A. If notification of cancellation of Exhibit Space is received before **September 21, 2022**, Exhibitor will be refunded all payments minus a cancellation fee equal to twenty-five percent (25%) of the total Exhibit Space Cost.

B. If notification of cancellation of all Exhibit Space is received between **September 21, 2022** through **January 18, 2023**, Exhibitor will be refunded all payments minus a cancellation fee equal to fifty percent (50%) of the total Exhibit Space Cost.

C. If notification of cancellation of Exhibit Space is received on or after **January 18, 2023**, no refund will be made and Exhibitor will be liable for one hundred percent (100%) of the Exhibit Space Cost, even if such Exhibit Space is resold.

Any Exhibit Space Cost not paid in full by **January 18, 2023**, may be cancelled by NAMM upon written notice to Exhibitor. In such event, NAMM will retain any Exhibit Space Cost payments received to that date from Exhibitor, and Exhibitor will remain responsible for the payment of the full Exhibit Space Cost for the assigned Exhibit Space. NAMM may license such cancelled space to another Exhibitor at its own discretion. NAMM reserves the right, at its sole discretion, to apply any or all payments made for the Event to any outstanding payments due to NAMM. No refund will be made until 15 days after the last day of the Event.

Because the payment due dates are related to the Event Date and not to the execution date of this Contract, these payment due dates will apply regardless of the date on which this Contract is executed. Exhibitor must provide written notification of cancellation of Exhibit Space to NAMM. Exhibitor agrees that should it cancel all of its Exhibit Space for any reason, the Cancellation Fees as stated in this schedule shall be retained by or paid to NAMM as reasonable liquidated damages for the injuries NAMM will suffer as a result of Exhibitor's cancellation, and not as a penalty. Exhibitor understands and agrees that the withdrawal of the Exhibit Space reserved from availability at a time when other parties would be interested in applying for Exhibit Space will cause NAMM to sustain damages. In this situation, NAMM's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date NAMM receives the notice. NAMM assumes no responsibility for having included the name of the cancelled Exhibitor or description of its products or services in the Show Directory, brochures, news releases or other material relating to the Event. The use of exhibit personnel badges is forfeited immediately upon cancellation of Exhibit Space.

DOWNIZING/REDUCTION OF EXHIBIT SPACE:

NAMM reserves the right to treat Exhibitor's downsizing of Exhibit Space as a cancellation of the original Contract. Exhibitor may be required to move to a new location if it requests a downsizing of space.

Downsizing Fees will apply as follows:

A. If notification of downsize of Exhibit Space is received before **September 21, 2022**, Exhibitor is liable for twenty-five percent (25%) of reductions in space.

B. If notification of downsize of Exhibit Space is received between **September 21, 2022** through **January 18, 2023**, Exhibitor is liable for fifty percent (50%) of reductions in space.

C. If notification of downsize of Exhibit Space is received on or after **January 18, 2023**, Exhibitor will be liable for one hundred percent (100%) of the Exhibit Space Cost, even if such Exhibit Space is resold.

PLACEMENT/ASSIGNMENT OF EXHIBIT SPACE

POLICY: In order to facilitate the exchange of product

information for the benefit of members, and to foster show access for new products and manufacturers, NAMM has promulgated the following Exhibit Space assignment policy (which NAMM, at its sole option, may amend, modify, alter, cancel or repeal).

A. The initial assignment of Exhibit Space will be made from the Exhibit Space Application/Contracts received on or before **September 21, 2022**, and accompanied by deposits of fifty percent (50%) of total Exhibit Space Cost.

The initial assignment of Exhibit Space will be based on, but not limited to consideration of the following factors:

- Date of receipt of Exhibit Space Application/Contract and the requisite deposit
- History of NAMM Show participation
- Primary product category
- Amount of square footage applied for
- History of prompt Exhibit Space Cost payment
- Previous compliance with NAMM's Exhibit and Trade Show Rules and Regulations and all other rules, regulations and policies pertaining to NAMM Members

NAMM, in its sole discretion, may also take into account the history of previous NAMM Show participation by (i) an affiliate of the applying Exhibitor, (ii) a previous Exhibitor whose assets have been acquired by an applying Exhibitor, or (iii) an applying Exhibitor with a history of sharing Exhibit Space. Such factors will be given consideration along with the demand for the desired Exhibit Space, the needs and purposes of the Event, and other factors. This additional deliberation will not necessarily result in assignment of Exhibit Space.

B. Assignment of Exhibit Space, for Exhibit Space Application/Contracts and Exhibit Space Cost payments received after **September 21, 2022** will be made on a first-come, first-served basis in accordance with the factors previously stated herein.

C. NAMM believes that it can best serve the needs and interests of its Members and Exhibitors by retaining the ability to adapt to an ever-changing music industry. Changes in show sites, convention hall configurations, or industry product mix, as well as the emergence of new products or manufacturers, render impractical any rigid formula for space allocation. NAMM retains the flexibility to act at its discretion with regard to changing circumstances.

SUB-LETTING: No sub-letting or sharing of Exhibit Space will be permitted without the prior written consent of NAMM. All Exhibitors wishing to share Exhibit Space with the principal Exhibitor must be current members of NAMM, complete the Shared Exhibit Space Application/Contract and pay the required Share Exhibit Space Fees upon submission of their Shared Exhibit Space Application/Contract.

TERMINATION: NAMM reserves the right to immediately terminate this Contract and withhold from Exhibitor possession of the Exhibit Space, if Exhibitor (i) fails to pay all Exhibit Space Cost in accordance with the schedule set forth herein, or (ii) fails to perform any material Terms and Conditions of this Contract, or (iii) refuses to abide by NAMM's or the Exhibition Facility's respective Rules and Regulations. In such event, Exhibitor will be responsible for payment of the total Exhibit Space Cost, (which shall be retained by or paid to NAMM) as reasonable liquidated damages and not as a penalty. Further, NAMM reserves the right to refuse Exhibitor permission to move in and set up an Exhibit if Exhibitor is in arrears of any payment due to NAMM. Additionally, such actions will jeopardize Exhibitor's ability to exhibit at future NAMM Shows. NAMM is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of action taken under this Section in such

manner as it may deem best, and without releasing Exhibitor from any liability hereunder. Notwithstanding anything herein to the contrary, NAMM reserves the right, at its option, to terminate this Contract without cause (for any or no reason) at any time, without liability or further obligation to Exhibitor upon the return of the Exhibit Space Cost to Exhibitor.

FORCE MAJEURE: If the Event is terminated for any reason beyond the reasonable control of NAMM, including without limitation acts of God, war, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, severe weather conditions, epidemic or pandemic, or any other comparable calamity, casualty or condition, and NAMM is unable to fulfill its obligations under this Contract, NAMM may terminate this Contract without liability, and NAMM may retain the earned portion of the Exhibit Space Cost required to recompense it for expenses and commitments incurred up to the time of terminating the Event. Any remaining unearned Exhibit Space Cost will be returned to Exhibitor. Additionally, if any part of the Exhibition Facility is damaged or if circumstances beyond NAMM's reasonable control make it impossible or impractical for NAMM to permit an Exhibitor to occupy or continue to occupy its assigned Exhibit Space location during any part of or the entire Event, Exhibitor will only be charged a pro rata Exhibit Space Cost for the period that the Exhibit Space was or could have been occupied by Exhibitor, minus a share of costs, expenses and commitments required to recompense NAMM up to the time of terminating the Event, in full satisfaction of all liabilities of NAMM to Exhibitor. NAMM shall retain all other fees previously paid by Exhibitor. In no event will NAMM or the Exhibition Facility, and their respective owners, directors, officers, employees, agents, or representatives be liable for any consequential, indirect, or incidental damages of any nature or for any reason whatsoever. Nor will any interruption, diminution, delay or discontinuance be deemed an eviction or disturbance of Exhibitor's use of possession of Exhibit Space or any part thereof; nor shall any such interruption, diminution, delay or discontinuance relieve Exhibitor from full performance of Exhibitor's obligations under this Contract, unless otherwise agreed to in writing by NAMM's authorized representative.

Notwithstanding the foregoing, NAMM reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If NAMM changes the name of the Event, relocates the Event to another Exhibition Facility within the same city, or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but NAMM shall assign to Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as NAMM deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If NAMM elects to cancel the Event other than for a reason previously described in this paragraph, NAMM shall refund to Exhibitor the Exhibit Space Cost previously paid, in full satisfaction of all liabilities and obligations of NAMM to Exhibitor.

INDEMNIFICATION: Exhibitor will indemnify, defend (with legal counsel satisfactory to NAMM), and hold harmless NAMM, the Exhibition Facility, and **City of Anaheim** and their respective owners, directors, officers, members, employees, agents and representatives, against all claims, actions, demands, damages or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other costs and charges in connection with, related to or arising

TERMS AND CONDITIONS (continued)

out of Exhibitor's noncompliance with or breach of this Contract, the Rules and Regulations or the terms and conditions set forth in the Exhibitor Services Manual, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise on the part of Exhibitor or any of its directors, officers, employees, agents, representatives, guests or invitees, excluding liability caused by the sole negligence or willful misconduct of NAMM or its owners, directors, officers, employees, representatives and agents.

INSURANCE: As a condition for Exhibitor's right to exhibit, the Exhibitor, 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 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 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 Anaheim** and their respective members, officers, directors, agents, representatives and employees; and (f) Purchase insurance coverage in an amount sufficient to protect Exhibitor and Exhibitor'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 Exhibitor'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) Exhibitors agree to maintain such insurance that will fully protect, indemnify, hold harmless and defend NAMM, the Exhibition Facility, and the **City of Anaheim** 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 Exhibitor 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 Exhibitor's exhibit/display. Exhibitor agrees to waive any and all subrogation claims against NAMM, the Exhibition Facilities and the **City of Anaheim**.

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. Exhibitor 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 thirty (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 Exhibitor's Booth Space and forfeiture of all payments. In the event Exhibitor 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 Exhibitor may be held responsible for damages to persons or property resulting from Exhibitor's or its representatives or agents' participation in the Event, use and occupancy of the Facility, or Exhibitor's obligation herein.

INTELLECTUAL PROPERTY, MUSIC LICENSING AND USE OF COPYRIGHTED WORKS: By executing this Contract, Exhibitor represents and warrants to NAMM that Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property"), as the case may be, used by Exhibitor at or to promote its activities at the Event and all affiliated events, including but not limited to in the show directory. Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others. Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced, or otherwise performed, via either "live" or mechanical means, by or on behalf of Exhibitor at Event or any Event-related activity, unless Exhibitor or agent(s) has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for this use. Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to all obligations to report data and to pay royalty fees.

Exhibitors agree not to sue NAMM for contributory infringement or any other theory that NAMM is indirectly or secondarily liable for the intellectual property violation of another party, or threaten to do so. Exhibitor understands and agrees that NAMM is relying upon the above representation and warranty and has no obligation to monitor or stop the uses and displays of Intellectual Property at the Event, affiliated events or in the show directory, or to conduct an independent investigation of the status of rights to any Intellectual Property or allegedly infringing Intellectual Property. Notwithstanding anything to the contrary, Exhibitor covenants not to sue, file or maintain or threaten any action in law or in equity against NAMM, the Exhibition Facility or the **City of Anaheim** or their respective owners, directors, officers, employees, representatives and agents alleging that any use or display by any third party of Intellectual Property at or in connection with the Event, including but not limited to in the show directory, infringes or otherwise violates any right or title held by Exhibitor or any of its owners, directors, officers, employees, representatives and agents.

Exhibitor agrees to indemnify, defend and hold harmless NAMM, the **City of Anaheim** and the Exhibition Facility and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, and remedies concerning the show directory, for failure or alleged failure to obtain these licenses or consents or for infringements of Intellectual Property, including without limitation copyright, patent, or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy

or publicity of any third party arising from, related to or in connection with the Event, including but not limited to in the show directory.

ASSIGNMENT: Exhibitor cannot sell, assign, transfer, nor convey this Contract or assign, share, sublet or permit its Exhibit Space or Shared Exhibit Space, or any part thereof, to be used by another, or allow any use of the Exhibit Space other than that specified in the accepted Contract and/or the Shared Exhibit Space Contract, without the prior written approval of NAMM. Any attempted sale, sharing, subletting, assignment, transfer, conveyance of the Exhibit Space, or any part thereof in violation of this Section will be voidable at the option of NAMM, entitling NAMM to terminate this Contract and making Exhibitor liable for all damages incurred by NAMM. This Contract, the terms and conditions and the Rules and Regulations will be binding upon and inure to the benefit of the NAMM approved successors, assigns, and personal representatives of the Exhibitor.

DISPUTE RESOLUTION: This Contract, in all respects, shall be governed and interpreted in accordance with the laws of the **State of California** USA to the exclusion of the courts of any other state, territory or country. Exhibitor and NAMM agree that all disputes or actions arising under, in connection with or related to any provision of this Contract shall be maintained only in a court of competent jurisdiction in San Diego County, California to the exclusion of all others. In connection with any litigation, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

DAMAGE TO PROPERTY: Exhibitor 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 Exhibitor's display/exhibit by another exhibitor, the involved parties are responsible for resolving the dispute.

LIMITATION OF LIABILITY: Exhibitor expressly assumes all responsibility, liability and risk associated with, resulting from or arising in connection with Exhibitor's participation or presence at the event, including, without limitation, all risks of theft, harm, loss, damage or injury to or of any person (including death), its own property or the property of others, business or profits of Exhibitor, tortious activity of any kind (including libel, slander or injuries caused by sound levels in or around Exhibitor's exhibit) whether caused by negligence, intentional act, accident, acts of God or otherwise through the duration of the event.

Exhibitor agrees that to the maximum extent permitted by law, NAMM, the exhibition facilities, the **City of Anaheim** and their respective officers, agents, employees or representatives will not be held liable for any loss or damage to exhibits, or materials, goods and wares (collectively "property") belonging to Exhibitor and they are released from liability for any damage, loss or injury to person or property of Exhibitor or its officers, employees, agents, representatives, invitees and guests, resulting from fire, storms, water, acts of God, air conditioning or heating failure, theft, mysterious disappearance, bomb threats or any other casualty, calamity or causes whatsoever.

In no event will NAMM, or the Exhibition Facility, the **City of Anaheim** or their respective owners, directors, officers, employees, agents and representatives be liable for any consequential, indirect, special, punitive or incidental damages of any nature or for any reason whatsoever whether or not apprised of the possibility of any such lost profits or damages. NAMM's maximum liability under any circumstance whatsoever will not exceed the amount actually paid to NAMM by Exhibitor for Exhibit Space Cost pursuant to this Contract. NAMM makes no representations or warranties, express or implied, regarding the number of persons who will attend the event or regarding any other matters.

TERMS AND CONDITIONS (continued)

EXHIBITION AND EVENT PROVISIONS/REQUIREMENTS: Exhibitor 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 Exhibit Space specifications and requirements and the Rules and Regulations as stated in the Exhibitor Services Manual; and (f) Exhibitor 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: Exhibitor 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 Exhibitor's activities at the Event. Exhibitor 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. Exhibitor will not permit the delivery of merchandise at the Exhibition Facility without the express permission of NAMM.

ADA COMPLIANCE: Exhibitor shall have the sole responsibility for ensuring that its Exhibit Space 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, defend and indemnify NAMM and its directors, officers, employees, agents and representatives against any claims, damages, loss or exposure, including reasonable attorney's fees and costs, arising out of or related to any ADA violation or alleged ADA violation.

NAMM ANTITRUST POLICY AND GUIDELINES: The NAMM Antitrust Policy and Guidelines are applicable to all NAMM activities and programs, including without limitation, the Event. All Members and Exhibitors and their personnel participating in the Event and/or any other NAMM-sponsored activities and programs are required to read and follow the NAMM Antitrust Policy and Guidelines. All participation in any NAMM-sponsored activity must be conducted strictly in accordance with U.S. federal and state antitrust laws and foreign antitrust laws. The NAMM Antitrust Policy and Guidelines are posted on NAMM's Website, www.namm.org/policies. It is Exhibitor's responsibility to familiarize itself and its personnel with the NAMM Antitrust Policy and Guidelines (which is not a complete or definitive statement on antitrust law) and the basics of antitrust law. Any specific questions related to antitrust compliance not addressed in this Policy should be forwarded to NAMM's counsel or to your company's legal counsel.

INTEREST & COLLECTION FEES: Exhibitor agrees to pay interest at a rate of two percent (2%) per month, on all past due balances to NAMM. Additionally, Exhibitor 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.

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 Exhibitor. Exhibitors will be advised of any such changes as reasonably deemed necessary by NAMM. Further, Exhibitor 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.

SEVERABILITY AND WAIVER: If any portion of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, void or invalid, then that portion will be considered severed from this Contract and all remaining portions will remain in full force and effect as long as the essential terms of this Agreement remain valid, legal and binding. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless be made in writing and signed by NAMM.

MISCELLANEOUS: This Contract shall not constitute nor be considered to create a partnership, employer-employee relationship, joint venture or agency between NAMM and Exhibitor. Paragraph headings have been inserted for convenience of reference only, and are in no way intended to describe, interpret, define, or limit the scope or intent of any part of this Contract. The headings to the various sections of this Contract are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the parties as expressed in this Contract. All rights and privileges granted to Exhibitor under this Contract, the Rules and Regulations and any subsequent amendments are subject to and subordinate to the master leases between NAMM and the Exhibition Facility. Termination of this Agreement will not affect or modify those obligations of the Parties under this Agreement that by their terms are to survive the termination of this Agreement.

ENTIRE AGREEMENT: This Contract, 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 Exhibitor

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 Exhibitor's execution of the Contract, Exhibitor 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 Exhibitor 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.

PRIVACY CONSENT LANGUAGE FOR NAMM COMMUNICATIONS: Whenever I provide email address(es) and fax number(s) to NAMM, above or otherwise, the business and I are consenting to receive NAMM communications by email and fax, including, but not limited to, trade show, hotel and registration notices and invoice reminders, as well as promotions of NAMM's various programs and services provided as benefits of Membership.