

2026 NAA Apartmentalize Exhibitor Booth Contract Terms and Conditions

1. **Definitions.** As used herein:
 - A. **"Exhibitor"** collectively, shall mean the entity or individual that executes this Contract as the Exhibitor and each of its officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.
 - B. **"Exposition"** shall mean 2026 NAA Apartmentalize.
 - C. **"Facility"** and/or **"Convention Center"** shall mean Ernest N. Morial Convention Center
 - D. **"NAA"** and/or **"Show Management"** shall mean the National Apartment Association, which owns, produces and manages the Exposition.
 - E. **"NSC"** shall mean the National Suppliers Council.
 - F. **"Space"** shall mean booth or kiosk.
2. **Contract Acceptance.** The Exhibitor Booth Contract, the 2026 NAA Apartmentalize Exhibitor Booth Contract Terms and Conditions, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference, and any subsequent terms and conditions adopted by NAA regarding 2026 NAA Apartmentalize (collectively, the "Contract") constitute a contract for the right to exhibit at 2026 NAA Apartmentalize. All matters regarding the Contract and Exhibitor's compliance therewith shall be determined by Show Management in its sole and absolute discretion. This Contract shall become binding and effective only when it has been signed by Exhibitor and accepted as valid by a duly authorized representative of the National Apartment Association ("NAA"); hereinafter referred to as Show Management. Show Management reserves the right to deny access to any company. This Contract and Exhibitor's agreement to such shall not constitute nor be considered a partnership, joint venture or agency relationship between Show Management and the Convention Center.
3. **Assignment of Space.** The Exhibitor Booth Contract is the formal notice of space assignment by Show Management.
4. **Location and Dates.** The site of 2026 NAA Apartmentalize is the Ernest N. Morial Convention Center, 900 Convention Center Blvd., New Orleans, LA 70130. Dates: June 17 - 19, 2026.
5. **Cost of Space.** Charges for assigned space, identified in this contract, and shown on the official plans, will be as follows:
 - A. Booths may be purchased in increments of 10'x10' / 100 sq. feet of space. Prices listed are for a 10'x10' / 100 sq. feet of space.
 1. Returning 2025 Exhibitor Renewal Rate available until 8/1/2025. This pricing is only available to Exhibitors who exhibited at Apartmentalize 2025. From 8/2/2025 until show date, returning 2025 exhibitors will be subject to the 2026 Exhibitor Standard Pricing.
 - a) NAA Member - \$4,300
 - b) Non-Member - \$5,300

2. 2026 Exhibitor Standard Pricing – Price available from 8/2/2025 until show date
 - a) NAA Member - \$4,700
 - b) Non-Member - \$5,700
 - B. Kiosks may be purchased in the Start-Up Zone and Global Pavilion by exhibitors that meet the criteria set forth by show management. Pricing for the kiosks is as follows:
 - a) Start-up Zone - \$3,600
 - b) Global Pavilion - \$4,100
6. **Service Provided.** In exchange for payment in full for the booth, or kiosk, contracted by the exhibitor, Show Management will provide the following:
- A. Booths:
 1. Three (3) complimentary booth personnel badges per 10'x10' booth space that give access to NAA Exposition and Wednesday Welcome Reception ONLY.
 2. Discounts on full conference registration badges.
 3. Option to purchase the attendee opt-in list.
 4. A basic online company listing. The listing only includes the company name, contact information, and the company's products and services category(ies).
 5. Marketing tools, such as access to a marketing dashboard.
 6. Inline booths, 10'x10' to 10'x30', will receive 8' high back walls, 3' side walls and a complimentary company sign.
 7. Please note: Carpet/Flooring (required), Furnishings, Internet, and other utilities or services are NOT included in the booth fee unless otherwise noted.
 - B. Kiosks:
 1. Badges for booth staff
 - a) Global Pavilion: Two (2) complimentary Exhibitor Full Conference badges and one (1) booth personnel badge.
 - b) Start-Up Zone: One (1) complimentary Exhibitor Full Conference badge and two (2) booth personnel badges.
 2. One (1) counter with customizable front and side graphic panels.
 3. Two (2) chairs.
 4. One (1) monitor.
 5. One (1) power strip.
 6. Wi-Fi.
 7. One (1) lead retrieval scanning device.
 8. Company name above supplied monitor.
7. **Additional Items for Purchase.** As a part of the booth or kiosk order, Exhibitors have the option to purchase additional items to support their exhibit ("Additional Items"). The Additional Items available for purchase are:
- A. Upgraded Listing Package for Show Directory:

1. Level 1 - \$495
2. Level 2 - \$995

- B. Attendee Opt-in List: \$1,000
- C. National Suppliers Council Membership: \$1,700 for 2026 Membership, subject to change.
- D. Meeting Rooms: Cost varies upon location and will be shared when meeting rooms become available.
- E. Sponsorships: Available to exhibiting companies that are members of the National Suppliers Council. Cost varies by Sponsorship and will be provided once the sponsorship items are determined.

8. Payments. To secure their Space, Exhibitors are required to remit full payment within 30 days from the invoice date, in accordance with Net 30 payment terms. Exhibitors will not be approved to access the exhibitor dashboard for show planning until Show Management receives full payment and a signed copy of these Terms and Conditions. If Additional Items are added after the initial booth order has been paid, Exhibitor will have 30 days from the date of the invoice to remit full payment for the Additional Items to Show Management, in accordance with Net 30 payment terms. All monies paid shall be retained by NAA, unless there is an applicable refund owed to Exhibitor outlined in Section 10 (“Cancellations; Reduction of Booth or Kiosk Space”) of this Contract. In the event the Exhibitor fails to fulfill or violates this Contract, or withdraws from the NAA Exposition, the respective booth space and any Additional Items, shall immediately revert to the possession of Show Management. **Show Management reserves the exclusive right to cancel the Space or Additional Items if payment is not received within 30 days following the invoice due date, unless the Exhibitor has arranged alternative payment terms with Show Management prior to the due date.** Exhibitors can submit payment via Check, ACH or Credit Card. **All credit card transactions will be subject to a 3%, non-refundable, processing fee.**

9. Penalties. Exhibitors are subject to penalties at the sole discretion of Show Management. Failure to comply with any of the Terms and Conditions of this Contract can result in:

- A. Loss of Exhibitor Priority Booth selection for future NAA Apartmentalize Exposition(s)
- B. Loss of any discounts on Exhibit Booth rates for future NAA Apartmentalize Exposition(s)
- C. Suspension from participating in future NAA Apartmentalize events

10. Cancellations; Reduction of Booth or Kiosk Space. If Exhibitor terminates this Contract, otherwise cancels its exhibit space, or reduces the size of its agreed upon exhibit space, the Exhibitor must send a written notice directed to Show Management at exhibits@naahq.org.

- A. If Exhibitor terminates this Contract, or cancels the Space, Exhibitor shall forfeit all rights in and to the use of any contracted Space. In such case, Exhibitor shall have no right to a listing in the online exhibitor directory, no access to exhibitor badges, exhibitor hotel rooms, or any other benefits granted to exhibitors. Show Management shall have the sole right to dispose of the released space in such a way as it may consider in its interests (including re-sale of such exhibit space) without any liability or further obligations due to the now former Exhibitor on the part of Show Management.
- B. If Exhibitor reduces the Space, Exhibitor shall forfeit all rights in and to the use of any forfeited Space. In such case, Exhibitor shall retain the right to a listing in the online exhibitor directory, exhibitor badges based on the updated exhibit space, exhibitor hotel rooms, or any other benefits granted to exhibitors. Show Management shall have the sole right to dispose of the released space in such a way as it may consider in its interests (including re-sale of such exhibit space) without any liability or further obligations due to the Exhibitor on the part of Show Management.

- C. Refunds for cancellations, or reduction of space, will be determined by the following schedule:
1. 100% refund of payment, excluding any credit card processing fees incurred, if request is made in writing and delivered to Show Management at exhibits@naahq.org on or before October 3, 2025.
 2. 50% refund of payment, excluding any credit card processing fees incurred, if request is made in writing and delivered to Show Management at exhibits@naahq.org after October 3, 2025, but on or before January 30, 2026.
 3. **ON OR AFTER JANUARY 31, 2026, THERE WILL BE NO REFUNDS WHATSOEVER ON PAYMENT OF EXHIBIT SPACE, INCLUDING, FUTURE APARTMENTALIZE EXHIBIT SPACE. EXHIBITORS WISHING TO TERMINATE THEIR CONTRACTS AFTER JANUARY 31, 2026, SHOULD CONTACT SHOW MANAGEMENT AT EXHIBITS@NAAHQ.ORG TO DISCUSS THEIR OPTIONS.**
- D. Refunds for Additional Items will be issued at the discretion of Show Management based on whether the Exhibitor would have benefited from receipt, or usage, of the item.
- E. Refunds for Meeting Rooms and Sponsorships will not be issued.

Exhibitors who fail to populate their exhibit space prior to the opening of the trade show without providing prior notice of cancellation to Show Management may be subject to penalties as outlined in Section 8 (“Penalties”) of this Contract.

11. **Prioritization of Booth Selection and Confirmation.** Booth selection will be made available to approved 2025 Alliance Partners, then to 2025 National Suppliers Council (NSC) members based on status of membership and years of participation as an exhibitor at NAA Apartmentalize, then to all remaining exhibitors based on years of participation as an exhibitor at NAA Apartmentalize. Booths will then be opened to the public and available on a first-come, first-served basis. Space permitting, Exhibitors can select their own booth location. Show Management does not assign booth spaces to companies. Kiosk selection in the Start-Up Zone and Global Pavilion will be directed by Show Management and companies will not be permitted to select their own space in these locations. Kiosks will be assigned to companies that meet the [criteria](#) set forth by Show Management.

All orders will be approved by Show Management after payment in full has been received. Due to the number of companies exhibiting similar or related product lines, Show Management cannot guarantee that a company exhibiting similar products (including a competitor of Exhibitor) will not be in a nearby or adjoining space.

12. **Adjust Booth Assignment.** Show Management reserves the right to change the floor plan (including, but not limited to aisle spaces), without notice, to comply with fire, safety, and accessibility regulations or to provide, in its exclusive judgement, a safer, more satisfactory, attractive, and successful Exposition.
13. **Exhibitor Listings and Photographs.** By participating in the Exposition, Exhibitor grants to Show Management a perpetual, fully paid, non-exclusive license to use, reproduce, and display its name, trade name(s) of its product(s) and service(s) in any directory or other listing of Exposition exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall Show Management be liable for any errors or for the omission of Exhibitor from any directory or other listing. Exhibitor agrees that Show Management may photograph or video record Exhibitor's exhibit and workers, before and during the Exposition and may use the same for promotional purposes. Exhibitor warrants that they own the rights to or is licensed for all intellectual property (patent, copyright, trademark, etc.) to be used by Exhibitor for promotion or exhibition at Apartmentalize.
14. **Exposition Move-in and Move-out.** Time periods, deadlines, and restrictions for move-in and move-out of exhibit areas shall be determined by Show Management in its sole discretion and all exhibitors shall be given 60

days' notice thereof via the exhibitor dashboard. No early tear downs shall be attempted, and early tear downs are not permitted. The act of tearing down a booth or a kiosk consists of dismantling or removing any part of the booth or marketing materials that have been used during the course of the Exposition before the stated move-out hours. All exhibits and exhibit displays must remain staffed and fully intact until the end of the Exposition. Exhibitors who prematurely dismantle their Space or fail to fully staff their Space throughout the duration of the Exposition will not be able to purchase booth space at the discounted rate and will be penalized by Show Management at any future Expositions with a reduction in Priority Points.

15. **Exposition Hours.** Exposition Hours will be determined and posted by NAA prior to the date of the Exposition. (Hours may be changed at any time at the discretion of Show Management.)
16. **Character of Exhibits.** Exhibitors are required to exhibit only products manufactured or distributed by the Exhibitor in the regular course of its business, comprising of materials, equipment, apparatus, systems, services, and other component products pertinent to the rental housing industry. Exhibitors shall submit design and promotional activity to Show Management for approval at least 90 days before the Exhibition. Show Management reserves the right to decline any exhibit, exhibitor or proposed exhibit, which in its sole discretion is not suitable for the Exposition. This reservation concerns persons, things, conduct, printed matter, souvenirs, catalogs and all other things which affect the character of the Exposition. Exhibitors only have the right to distribute catalogs, souvenirs and all other matter from the space occupied by them.
17. **Exhibit Specification.** The height of display shall be limited to the height of the 8' high back wall for all inline booths (10'x10' – 10'x30'). Exhibitors shall limit the height of the display material to 4', for all items from the front of their exhibit (aisle) to a depth of 5'. The height restriction for all island booths (20'x20' or larger) is 22' for hanging signs (24' for NAA Alliance Partners) and 16' for items on the booth floor. Show Management must approve in writing any display that exceeds these specifications. Unfinished sides left exposed shall be draped or finished at the expense of the Exhibitor. No part of the exhibit design shall project into the aisle beyond the space assigned. Exhibit booth displays in the Show requiring height clearance, beyond the previous standard height dimensions must have written approval from the Show Management. These enlarged displays are encouraged and will be allowed in specific areas of the Exposition floor. Proposals for such displays must be presented in writing for approval prior to Exposition set-up time. Island booths cannot be fully enclosed, obstructing the line of vision of booths around it. Exhibitors in the Start-Up Zone and Global Pavilion are not permitted to bring pop-up banners or additional furniture to support their exhibit space, all items must fit on the supplied countertop for display.
18. **Exhibit Rules and Regulations.** To provide a well-balanced, well-regulated, attractive, safe, and successful Exposition, no exceptions to the following Rules and Regulations (the "Rules") will be permitted. Show Management shall enforce strict compliance with these Rules.
 - A. Exhibitor shall not, in any manner, indicate that an NAA endorsement or approval of Exhibitor's product(s) or service(s) has been given by NAA merely because NAA has allowed such product(s) or service(s) or literature to be displayed at its Exposition; this includes but is not limited to the use of the NAA or 2026 Apartmentalize logo.
 - B. Exhibitors may not deface or otherwise obstruct the logo or branding of materials or events sponsored by other companies throughout the conference, i.e., signs, badge holders, conference bags, etc.
 - C. Carpet or flooring is required for all exhibit space.
 - D. No portion of a rear or side wall facing Exhibitor's neighbors may display any company name, logos, or any other advertising.
 - E. Children under 18 years of age are not permitted on the Exposition floor at any time. This rule applies during setup, during Exposition hours, and dismantle times. All persons 18 years old or older must be fully

registered and must display an NAA 2026 Apartmentalize registration badge at all times.

- F. Tacking, posting, taping or nailing signs, banners, posters, etc. to any permanent walls or woodwork is not permitted. Any damage to the exhibit hall by Exhibitors or their employees or agents shall be paid for by the Exhibitor causing such damage.
- G. No visual or audio recording or transmission of 2026 Apartmentalize may be made by or on behalf of the Exhibitor without the prior written consent, obtained at least 30 days prior to the Exposition, of NAA and the hotel and/or convention center. However, Exhibitors are allowed to make audio and video recordings within their purchased booth space.
- H. Exhibitor agrees to pay all royalties, license fees or other charges for any music, either live or recorded, or other entertainment of any kind or natures, played, staged, or produced by Exhibitor, its agents or employees, within the premises by this License Agreement, including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC.
- I. In general, exhibitors may use sound equipment in their booths so long as the noise level does not, in the sole judgement of Show Management, disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned to direct sound into the booth rather than into the aisle or neighboring booths. Rule of thumb; sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth (refer to OSHA regulations at www.osha.gov for more information).
- J. Only one company is permitted to occupy each booth space and only one company can purchase space. No exhibitor shall assign, sublet, or apportion the whole or any portion of the allotted assigned space, nor exhibit therein any literature or display other than that produced or distributed by the Exhibitor in the regular course of his/her business. Exhibitor personnel must be representative(s) of the contracting company. Contracting company must be company exhibiting. Companies with separate divisions operating under different names must purchase separate booths. Exhibitors may promote their product service lines notwithstanding the fact that those products or services may be manufactured by other companies.
- K. NSC companies with separate divisions operating under names other than an NSC member name will not receive NSC member benefits in any capacity. NSC companies with separate divisions operating under names other than an NSC member name may not use the NSC status when selecting booth space for separate divisions.
- L. Companies and representatives of companies not assigned exhibit space are prohibited from soliciting business in any form, including but not limited to handing out business cards or promotional material in the exhibition area. Violators of this prohibition will be promptly ejected from the Exposition without refund.
- M. Admission to the Exposition during exhibit hours will be available to all registered attendees and a badge is required for access for all booth staff and outside vendors. Access during move-in and move-out times will only be granted to those with Exhibitor registration badge or wristbands. All Exhibitor personnel must abide by established registration fee and/or policy requirements of the Exposition. Show Management makes reasonable attempts to attract qualified attendees to the Exposition but does not guarantee specific volumes or levels of attendees.
- N. All exhibits, activities and/or personnel must confine their activities within the Exhibitor's booth space and cannot interfere with the use of other exhibits or impede access to them or impede free use of the aisle.
- O. The exhibit must, at its expense, maintain and keep its exhibit clean and in good order in accordance with the conference.
- P. All vehicles must be approved by NAA Show Management and the Facility and abide by certain guidelines provided by Convention Center. Vehicles are permitted for island booths (20'x20' or larger) ONLY.
- Q. All food and beverage (including alcohol) must be purchased directly through the Convention Center catering service and can only be distributed at the Exhibitor's booth.

- R. The official material handling contractor will handle and provide storage space for crates, boxes, skids, etc., during the exhibition and return properly marked materials at the meeting's completion. Materials not in accordance with these regulations will be discarded.
 - S. Multi-story exhibits – Booth displays with two or more levels (must be an island booth – 20'x20' or larger) must receive prior approval by the Convention Center and NAA Show Management
 - T. Lighting elements must be contained within the contracted exhibit space and not protrude into the aisles. This includes all truss work, lighting apparatus, projection equipment, etc. All lighting must be directed into the exhibit space and may not project into the aisles or onto neighboring exhibits. Strobe, flashing and rotating lights are not permitted without the advance written approval of NAA Show Management.
 - U. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests.
 - V. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring exhibit booths or guests.
 - W. Exhibitor shall not use or permit the exhibit area to be used in conflict with any law, ordinance, rule or regulation of any governmental authority; in any manner which constitutes waste or nuisance; or any manner which causes injury to NAA or the Hotel and/or Convention Center.
19. **Breach.** If this Contract is breached by the Exhibitor, Exhibitor will not be permitted to exhibit and will be subject to eviction without refund. No waiver of any breach of these rules shall be held to be a waiver of any subsequent breach.
20. **Staffing of Exhibit Space.** Distribution by Exhibitors of any free printed matter, promotional materials, etc. is strictly limited to the confines of the Exhibitor's space. Exhibitors may staff their booth(s) with a maximum of six (6) people permitted per 100 square feet of booth space, kiosks may be staffed with a maximum of three (3) people, at any given time. Exhibitors are encouraged to make displays educational and communicative. Distribution of literature, demonstrations, explanations, sales talks, negotiations, and registration of prospects are specifically allowed within contracted space, as well as actual sales on the floor and taking of orders/sales for future delivery. Exhibitors are prohibited from soliciting customers in other exhibitors' booths, in the aisle(s) immediately in front of their booth(s) or in any other areas of the Show, e.g. entrances, seating areas, Expo Eats stations, etc. Exhibitor representatives should be attired professionally and maintain a businesslike climate conducive with 2026 NAA Apartmentalize. Booth Personnel Badges allow access to the NAA Exposition only and may not be provided to non-exhibitor staff. Exhibitor Full Conference Badges or individual ticketed events must be purchased to attend Education Sessions, General Session and Special Events. Name Changes or substitutions are subject to a fee. No Exhibitor shall attempt to subvert this rule by introducing additional representatives to the Exposition.
21. **Exhibitor Staff Expectations.** NAA strives in its mission to serve as the leading resource in the apartment industry through advocacy, education, and collaboration. Collaborated efforts and inclusivity are expected amongst all members at all NAA events such as meetings, conferences, and expositions. Exhibitors, its employees, independent contractors, and agents of every kind are expected to conduct themselves in a manner that is appropriate for the event and may not harass or antagonize another party. Show Management will not tolerate any unsportsmanlike, unethical, illegal, discriminatory, or disruptive conduct from anyone during 2026 NAA Apartmentalize. All such actions should be reported to NAA Show Management immediately. Supplier companies who are in violation of this policy will be subject to penalties as outlined in Section 8 (Penalties") of this Contract. NAA Show Management has the authority to immediately eject any person that is behaving in an unprofessional manner.
22. **Exposition Policy: No "Suitcasing".** *Suitcasing is the act of soliciting business in the aisles during the Exposition

or in other public spaces, including another company's booth or hotel lobby. Please note that while all meeting attendees are invited to the Exposition, any attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Rules, will be asked to leave immediately. Please report any violations you may observe to Show Management. Show Management recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the Exposition floor and at other events. Show Management must be informed of any hospitality suites, and expressed consent must be received prior to the event.

23. **Exhibitor Information.** Exhibitor agrees that NAA may share, upon request, Exhibitor information listed within the Apartmentalize Directory with attendees or other exhibitors. Exhibitor hereby acknowledges that they have read, understood, and agree to the terms and conditions set forth in the [NAA Privacy Policy](#) and the [NAA Antitrust Compliance Statement](#).
24. **Floor Marshals.** NAA has the right to appoint Floor Marshals to enforce the Rules enumerated in this Contract. Floor Marshal warnings are considered Show Management warnings. Exhibiting companies may be ejected from the floor. Warnings may be verbal or written.
25. **Exhibitor Events Policy.** Exhibiting Supplier Companies, Non-Exhibiting Supplier Companies, Sponsors and/or Affiliate Attendees of 2026 NAA Apartmentalize are not permitted to hold events that conflict with the 2026 Apartmentalize hours and/or NAA-hosted events (i.e., Welcome Reception, Exposition Hall, Education Sessions, etc.). All hosted events must be approved by NAA. NAA defines a "hosted event" as groups larger than five (5) individuals being drawn for attendee engagement purposes taking place outside of the convention center and at off-site events (i.e. hospitality suites, group functions, private events, etc.). An event request form will be included in the checklist of the Exhibitor Dashboard to be completed or can be requested from Show Management. Supplier companies who host/participate in any event that is in violation of this policy will be subject to penalties as outlined in Section 8 (Penalties") of this Contract.
26. **Union Rules.** Exhibitors are expected to comply with the union requirements in effect for the location of 2026 NAA Apartmentalize. Additional information from the general service contractor and convention center will be included in the Exhibitor Marketplace.
27. **Labor.** Exhibitors agree that labor used in erecting their booths shall not cause stoppage or injury to 2026 NAA Apartmentalize attendees or any other visitor.
28. **Guard Service.** Although guard service will be provided and no unauthorized persons will be permitted in the exhibit areas after hours, 2026 NAA Apartmentalize will not assume responsibility for damage to, loss or theft of property of the Exhibitor, the Exhibitor's agents, employees or guests. Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.
29. **Indemnification and Liability.**
 - A. Exhibitor, as the indemnifying party, agrees to indemnify, hold harmless and defend Show Management and the Convention Center and their respective, officers, directors, members, sponsors, employees, agents, successors and assigns (collectively "Indemnified Parties") from and against any and all liability, responsibility, loss, damage, claim, cost or expense of any kind whatsoever as they arise, including but not limited to court costs, interest, and reasonable attorneys' fees, that are incurred by any Indemnified Party (collectively, "Losses") that any Indemnified Party may incur, suffer, be part to or be required to pay, incident to, or arising directly or indirectly from:

1. Exhibitor's participation or presence at the Exposition;
 2. Any bodily injury (including death) of any person (including attendees), or damage to real or tangible personal property caused by the negligent, reckless, or willful acts or omissions of Exhibitor or its employees, agents, or contractors;
 3. Any negligent, reckless, or willful acts or omissions of Exhibitor or its employees, agents, or contractors in connection with the performance of its obligations under this Contract;
 4. Any alleged or actual violation of applicable federal, state, or local laws, ordinances, regulations, or codes by the Exhibitor or its employees, agents, or contractors in the performance of its obligations under this Contract;
 5. Any alleged or actual infringement or violation of third-party intellectual property rights (including patent, copyright, trademark, or trade secret) arising from the Exhibitor's materials, displays, or conduct;
 6. Any libel, slander, defamation or similar claims resulting from the actions of Exhibitor;
- B. Exhibitor assumes full responsibility and liability for the actions of its employees, agents, and contractors, whether acting within or outside the scope of their authority, and agrees to indemnify, hold harmless and defend any of the Indemnified Parties as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the negligent, reckless, or willful acts or omissions of its employees, agents, or contractors, whether within or outside the scope of their authority.
- C. Notwithstanding anything to the contrary in this Contract, Exhibitor is not obligated to indemnify, hold harmless, or defend Indemnified Parties against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from an Indemnified Party's gross negligence (including recklessness or willful acts or omissions).
- D. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS OR LOST REVENUE, WHETHER IN AN ACTION FOR CONTRACT OR TORT, STATUTORY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHOW MANAGEMENT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE CONVENTION CENTER OR THE EXHIBIT SPACE PROVIDED THEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- E. The terms of this provision shall survive the termination or expiration of this Contract.
30. **Insurance.** Exhibitor understands that neither NAA, nor the Hotel or Convention Center, maintains insurance covering Exhibitors' property and it is the sole responsibility of the Exhibitor to obtain such insurance. The individual Exhibitor must obtain insurance and a record of its Certificate of Liability Insurance (COI) must be submitted to Show Management, exhibits@naahq.org, two months prior to 2026 NAA Apartmentalize. NAA's sample COI with suggested insurance limits can be found [here](#). The limits of liability for the general contractor are described in the Exhibitor Marketplace.
31. **Americans with Disabilities Act.** Exhibitor agrees to comply with all applicable provisions of the Americans with Disabilities Act (the ADA) and shall indemnify NAA, their officers, directors, members, employees and agents from and against any loss, damage, claim, liability and expense (including court costs, interest, and reasonable attorneys' fees) resulting from or arising out of Exhibitor's failure to comply with the provisions of the NAA and allegations of Exhibitor's failure to comply with provisions of the ADA.
32. **Force Majeure and Show Cancellation.** If any event, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, floor or explosion; war, disaster, civil disorder (including labor

disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, endemic, epidemic, or pandemic, or other emergency, make it impossible, illegal or otherwise inadvisable for Show Management or the Facility to provide the facilities or services contracted herein, this Contract shall terminate without further obligation on the part of any party hereto. In the event of cancellation, postponement or disruption of the Exposition for any cause beyond the control of Show Management, Show Management shall have no obligation whatsoever to Exhibitor. Exhibitor hereby waives any and all claims against Show Management for damages or compensation due to cancellation or postponement of the Exposition pursuant to this paragraph.

33. **Governing Law.** This Contract and all matters arising out of or relating to this Contract and the Services provided hereunder shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would cause the laws of any jurisdiction other than those of the Commonwealth of Virginia to apply. Any action or proceeding by either of the parties to enforce this Agreement shall be brought in any state or federal court located in the State of Virginia, Arlington County. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.
34. **Amendments.** Show Management reserves the right to make reasonable changes in the foregoing Rules, to the NAA Exposition, and move-in and move-out arrangements, as such changes have been approved by the NAA. This Contract is subject to the terms and conditions contained in any agreement with the Hotel and/or Convention Center and should be expressly incorporated into any such agreement. Any and all matters not specifically covered by the preceding rules and regulations, and the policies and requirements set forth in the Exhibit Booth Contract, invoice notice, and Exhibitor Service Manual shall be determined by Show Management in conjunction with 2026 NAA Apartmentalize, in their sole discretion. Show Management shall have the full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of the Exhibitor. Each Exhibitor, for itself and its employees and agents, agrees to abide by this Contract, the Rules herein, and by any amendments or additions thereto in conformance with the preceding sentence.
35. **Communications.** Any notices, questions, or communication to Show Management regarding this contract and NAA should be sent to 4300 Wilson Blvd., Suite 800, Arlington, VA 22203, Attention: Vice President of Business Development; 703-518-6141 or exhibits@naahq.org.

These Terms and Conditions are provided as a reference only. Exhibitors must sign an exhibit booth contract before being approved as an exhibitor for Apartmentalize. Contact exhibits@naahq.org for a copy of your signed contract or to request to the link to provide signature.