

2027 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 2027 NAA Apartmentalize.
 - C. **"Facility"** and/or **"Convention Center"** shall mean Colorado 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. **"Supplier"** shall mean any company, or individual, attending the Event as an exhibitor, attendee, or non-exhibiting supplier.
 - G. **"Space"** shall mean booth or kiosk.
2. **Contract Acceptance.** The Exhibitor Booth Contract, the 2027 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 2027 NAA Apartmentalize (collectively, the "Contract") constitute a contract for the right to exhibit at 2027 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 2027 NAA Apartmentalize is the Colorado Convention Center 700 14th St, Denver, CO 80202 June 15 – 17, 2027.
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 per

10'x10' / 100 sq. feet of space.

1. Returning 2026 Exhibitor Renewal Rate available until August 2, 2026. This pricing is only available to Exhibitors who exhibited at Apartmentalize 2026. From August 3, 2026 until show date, returning 2026 exhibitors will be subject to the 2027 Exhibitor Standard Pricing noted in Section 2.

a) NAA Member - \$4,400

b) Non-Member - \$5,400

2. 2026 Exhibitor Standard Pricing – Price available from August 3, 2026 until show date

a) NAA Member - \$4,800

b) Non-Member - \$5,800

- B. Kiosks may be purchased in the Start-Up Zone by exhibitors that meet the criteria set forth by show management. Pricing for the Start-Up Zone kiosks is \$3,700.

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) 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
 3. Sales Accelerator Listing Package Add-on - \$150
 - B. Attendee Opt-in List: \$1,000
 - C. National Suppliers Council Membership: \$1,700 for 2027 Membership Meeting Rooms: Cost varies upon location and will be shared when meeting rooms become available.
 - D. PR Newswire Press Release: Cost varies based upon selected options, pricing will be available in the exhibitor dashboard.
 - 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 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 or other exhibitor services 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 will result in, but is not limited to:
 - 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. Monetary fine(s), not to exceed the cost of the Exhibitor Booth Space.
- D. Removal from current year's Apartmentalize Event. If an Exhibitor is removed, no refund of registration fees or booth fees will be issued, and NAA will not reimburse any costs or expenses incurred in connection with attending the Event.
- E. 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. Non-refunded payments are not eligible for credit toward future Apartmentalize exhibit space. Exhibitors may use non-refunded payments towards non-exhibiting supplier registration fees, or advertising spend with NAA to be used in the calendar year of the Apartmentalize Event.
 - 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 16, 2026.
 - 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 16, 2026, but on or before January 29, 2027.
 - 3. **ON OR AFTER JANUARY 30, 2027, THERE WILL BE NO REFUNDS WHATSOEVER ON PAYMENT OF EXHIBIT SPACE. EXHIBITORS WISHING TO TERMINATE THEIR CONTRACTS AFTER JANUARY 30, 2027, 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 9 (“Penalties”) of this Contract.

11. **Prioritization of Booth Selection and Confirmation.** Booth selection will be made available to approved 2026 Alliance Partners, then to 2026 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 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 are subject to the penalties outlined in Section 9 of this Agreement.
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 Specifications.**
- A. **INLINE BOOTHS** 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'.
 - B. **ISLAND BOOTHS** The height restriction for all island booths (20'x20' or larger) is 16' for items on the booth floor and 22' for hanging signs (24' for NAA Alliance Partners). Island booths cannot be fully enclosed, obstructing the line of vision of booths around it.
 - C. **KIOSKS** Exhibitors in the Start-Up Zone 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.
 - D. **DESIGN APPROVAL** Show Management must approve in writing all island booth displays and any display that exceeds the specifications listed above based on Exhibitor booth type (inline or island). Exhibit booth displays in the Show requiring height clearance, beyond the previous standard height dimensions must have written approval from the Show Management.
 - E. Unfinished sides of exhibits 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, or into another Exhibitors booth space.
 - F. Exhibitors who fail to comply with the Exhibit Specification Guidelines are subject to penalties, as outlined in Section 9, at the sole discretion of Show Management.
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 2027 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 booth space. Exhibitors who do not have carpet or flooring in their booth will have carpet installed by Fern at Exhibitor expense. Kiosks do not require carpet or flooring as it is included in the pavilion setup.
- 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 a current 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 2027 Apartmentalize may be made by or on behalf of the Exhibitor. However, Exhibitors are solely allowed to make audio and video recordings within the confines of 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 member 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 2027 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 2027 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 9 ("Penalties") of this Contract. NAA Show Management has the authority to immediately eject any person that is behaving in an unprofessional manner.
22. **EXPOSITION: NO "SUITCASING" POLICY.** Suitcasing is the act of soliciting business in the Exposition aisles, another company's booth, areas of the Convention Center outside of the Exposition, or in other public spaces, including hallways and other walking paths, during Apartmentalize. Show Management reserves the right to remove any attendee, or exhibiting company, from Apartmentalize without warning for suitcasing activity. Removal from Apartmentalize would include revoking of any access credentials (badge) for attendees and/or exhibit staff. Removal for an exhibiting company would include their booth being removed from the show floor at the earliest opportunity. 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 Convention Center. Attendees, or exhibiting companies, not removed for suitcasing are subject to the penalties outlined in Section 9. Show Management must be informed of any events hosted by attendees, or exhibitors, as outlined in the Exhibitor Events Policy, Section 25. **EXHIBITORS OR ATTENDEES REMOVED FOR SUITCASING WILL NOT BE REFUNDED ANY REGISTRATION FEES, BOOTH FEES, OR OTHER FEES INCURRED IN CONNECTION WITH ATTENDING THE EVENT (INCLUDING, BUT NOT LIMITED TO SHIPPING, STORAGE, LODGING OR TRAVEL FEES).**
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 2027 NAA Apartmentalize are not permitted to hold events that conflict with the 2027 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 9 (“Penalties”) of this Contract.
26. **Union Rules.** Exhibitors are expected to comply with the union requirements in effect for the location of 2027 NAA Apartmentalize. Additional information from the general service contractor and convention center will be included in the Fern OneView Exhibitor Marketplace.
27. **Labor.** Exhibitors agree that labor used in erecting their booths shall not cause stoppage or injury to 2027 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, 2027 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. **Disclaimer of Attendance Representations and Warranties.** Show Management makes no representations or warranties, express or implied, regarding the number, quality, or character of persons who will attend the Event or the Exhibitor’s booth(s) or kiosk(s). Show Management shall not be held liable for any expectations, claims, or outcomes related to 2027 NAA Apartmentalize attendance, including but not limited to, financial performance, future business opportunities, leads, or networking prospects. By participating in 2027 NAA Apartmentalize, Exhibitor acknowledges and accepts that attendance levels and attendee characteristics are inherently unpredictable and beyond Show Management’s control. Show management makes no representations or warranties, 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. Consequently, Exhibitor agrees to release and hold harmless Show Management from any and all claims, demands, or liabilities arising from this Section 29.
30. **Indemnification and Liability.**
 - A. Indemnification. Exhibitor shall indemnify, hold harmless, and defend Show Management and the Convention Center and their officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, “**Losses**”), arising out of or resulting from (i) injury to the person,

property, or business of any person in connection with Exhibitor's conduct of its exhibit, (ii) Exhibitor's construction or maintenance of an unsafe exhibit, (iii) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of Exhibitor, its employees, subcontractors, invitees or agents, or any breach by Exhibitor of any agreements, covenant, promises or other obligations under this Contract, (iv) Exhibitor's participation or presence at the Event and/or use of any of the Event facilities, (v) any claim brought by any of its employees, agents, contractors, or invitees against an Indemnified Party in connection with such activity, or (vi) Exhibitor's actual or alleged infringement of the patent, trademark, copyright, or any other intellectual property rights of a third party including any claim resulting from the use of copyrighted music, dramatic materials, or other property which is used by Exhibitor in connection with the Event.

B. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SHOW MANAGEMENT OR CONVENTION CENTER OR ANY OF ITS INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES, AND ASSIGNEES, BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS CONTRACT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SHOW MANAGEMENT OR CONVENTION CENTER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SHOW MANAGEMENT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SHOW MANAGEMENT PURSUANT TO THIS CONTRACT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT MUST BE MADE IN WRITING WITHIN THIRTY DAYS AFTER THE LAST DAY OF THE EVENT, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS.

C. The terms of this Section 30 shall survive the termination or expiration of this Agreement.

31. **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 2027 NAA Apartmentalize. NAA's sample COI with suggested insurance limits can be found [here](#). The limits of liability for Exhibitor Appointed Contractors (EAC) are described in the Fern OneView Exhibitor Marketplace.
32. **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.
33. **Force Majeure and Show Cancellation.** If any event, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder

(including labor disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, 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.

34. **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 Contract 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.
35. **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 2027 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.
36. **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.

Signature Page to Follow