

**2018 NAHQNEXT  
Minneapolis, Minnesota  
November 5-7, 2018  
EXHIBITOR APPLICATION**

We understand that space will be rented at the following rate:

**Size: 10x10    Rate: \$3,000**

Included with your booth you will receive:

- 1 registration to the full conference
- 1 exhibitor registration
- 2 invitations to the Update with NAHQ. Date/time TBD
- Listings in the conference app, program book and exhibit hall signage
- NAHQ Next Promotional kit. NAHQ will provide materials for your company to use to promote NAHQ Next to your client database. Materials may include social media posts, copy for e-communications, and logos.
- Post Conference postal mailing list for one time use which includes mailing address of attendees. The post conference postal mailing list includes live attendees only, not virtual, email addresses are not provided.

**Preferred booth location.** Please select your booth choice from the Exhibition floor plan available [here](#).

1st Choice: \_\_\_\_\_ 2nd Choice: \_\_\_\_\_ 3rd Choice: \_\_\_\_\_

*\* floor plan is subject to change*

List companies that you would prefer to not be near:

Describe Exhibitor's business and identify the goods and services Exhibitor seeks to exhibit:

**Product Categories** (Please check all that apply.)

- |  |  |
|--|--|
| <input type="checkbox"/> Health Data Analytics                           | <input type="checkbox"/> Population Health & Care Transitions  |
| <input type="checkbox"/> Performance Measurement and Process Improvement | <input type="checkbox"/> Regulatory and Accreditation          |
| <input type="checkbox"/> Clinician (Direct Patient Care)                 | <input type="checkbox"/> Patient Safety                        |
| <input type="checkbox"/> Risk Management                                 | <input type="checkbox"/> Case Management                       |
| <input type="checkbox"/> Quality Management                              | <input type="checkbox"/> Infection Prevention/Control (IPC)    |
| <input type="checkbox"/> Medical/Staff Professional Coordination         | <input type="checkbox"/> Patient Experience/Relations/Advocacy |

**Company Information**

Please print or type.

Company Name \_\_\_\_\_

*(Exactly as you wish it to be published.)*

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

Exhibitor Contact  
First, Last Name \_\_\_\_\_

Exhibitor Contact Email and Phone \_\_\_\_\_

The undersigned represents, warrants, and agrees: (i) he or she is duly authorized to execute and submit this Exhibitor Application on behalf of Exhibitor; (ii) he or she has read and understands the below Exhibitor Terms; (iii) if this Application is accepted by NAHQ, Exhibitor is bound and shall abide by the Exhibitor Application and Terms below (collectively, "Agreement") constitute a binding and legal contract between Exhibitor and NAHQ.

By:

Signature	Print Name & Title	Date
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NAHQ

By:

Signature	Print Name & Title	Date
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**Billing Information**

This contract will be addressed to the signer (or designee indicated below, if different from above).

First, Last \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

**Next Steps:**

1. Upon completion of this application, and acceptance of the terms & conditions, email this application to Linda Griffin at [lgriffin@nahq.org](mailto:lgriffin@nahq.org) Booth assignments will not be confirmed until this application is received.
2. Upon receipt of the completed application NAHQ will email an invoice to the contact on this application. A minimum 50% deposit will be due within 30 days of the invoice date. Any outstanding booth balances will be due August 31, 2018. *If you prefer to pay prior to receiving an invoice please contact Linda Griffin to make arrangements.*

**FOR NAHQ USE ONLY**

Booth number(s) assigned \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

Amount paid \$ \_\_\_\_\_

Processed by \_\_\_\_\_

## EXHIBITOR TERMS

**1. DEFINITIONS.** In addition to any other words defined in this Agreement, for purposes of this Agreement, the following terms have the following meanings when capitalized, and their ordinary meanings when not capitalized: “**City**” means City of Minneapolis, Minnesota, which is the Facility’s owner. “**Event**” means the 2018 NAHQ Next conference in Minneapolis, Minnesota. “**Event Dates**” means November 5-7, 2018. “**Event Hotels**” means Hilton Minneapolis and Millennium Minneapolis. “**Exhibition**” means NAHQ’s qualified trade show associated with the Event. “**Facility**” means the Minneapolis Convention Center in Minneapolis, Minnesota. “**Exhibition Dates and Hours**” tentatively means November 5, 2018, from 7:00am-8:30am, 12:15pm-1:45pm, and 5:15pm-6:45pm, and November 6, 2018 from 7am-8:30am and 12:15pm-1:45pm. “**Exhibitor**” means the individual or entity identified as the Exhibitor on the first page of this Exhibitor Application. “**GES**” means Global Experience Specialists, Inc., the Event’s official services contractor. “**NAHQ**” means the National Association for Healthcare Quality, an Illinois not-for-profit corporation, exempt from federal income tax pursuant to Internal Revenue Code Section 501(c)(6). “**Personnel**” means an organization’s managers, directors, officers, employees, volunteers, agents, successors, and assigns.

**2. EVENT PURPOSE.** NAHQ’s exempt purpose is to promote the delivery of quality healthcare and to provide leadership and expertise in the delivery of such quality healthcare; promote professional ethics within, and facilitate the communication, cooperation and sharing of knowledge among individuals and entities within the field of healthcare; support and advocate actively the interests of patients in receiving quality healthcare and in all other actions affecting their health and welfare; and encourage, develop and provide programs of continuing education and educational tools for members and other persons involved in the promotion of quality healthcare. The Event, including the Exhibition, is designed to advance NAHQ’s exempt purpose (“**Event Purpose**”).

**3. EXHIBITOR QUALIFICATIONS.** To exhibit at the Exhibition, an exhibitor must be in a business, which provides goods or services relevant to the healthcare quality profession. NAHQ is entitled to determine in its discretion whether: (i) a prospective exhibitor meets these qualifications; (ii) a prospective exhibitor’s participation in the Exhibition advances the Event Purpose; and (iii) to accept or reject a prospective exhibitor’s application to exhibit at the Exhibition.

**4. EXHIBIT APPLICATION AND ACCEPTANCE.** An Exhibit Application must be sent to NAHQ at the email address listed on the first page of this Exhibit Application. A minimum 50% deposit is due within 30 days of the invoice date. Any outstanding balances are due by August 31, 2018. An Exhibit Application is only accepted when the following conditions are satisfied: (i) Exhibitor completes, signs, and returns an Exhibit Application with the required deposit or full payment for the selected Exhibit Package to NAHQ; (ii) NAHQ receives the same; and (iii) an authorized representative of NAHQ signs and returns a copy of the Exhibit Application to Exhibitor. If full payment is not received by August 31, 2018, NAHQ is entitled to resell the booth space assigned to Exhibitor.

**5. EQUIPMENT AND SERVICES.** If applicable NAHQ will supply a uniformly styled exhibit booth that consists of draped material on aluminum framework with a back wall that is 8 ft. high, side rails that are 33 in. high, and identification sign with booth number and Exhibitor’s name. GES is the Official Services Contractor for the Event. Exhibitor is required to contract with GES for : (i) material handling ; (ii) electrical, (iii) plumbing; (iv) overhead sign hanging; (v) labor; and (iv) rental of mechanized equipment. GES is the recommended contractor for standard and specialty furniture, carpet and flooring, staging, exhibit booth rental, installation and dismantle labor, transportation, signage, banners, and graphics. Exhibitor must order all telecommunications, utility services, booth and aisled carpet cleaning through the Facility’s exclusive providers. An exhibitor’s service kit will be available to all exhibitors approximately 90 days in advance of the Event with complete details and deadline order dates for rental displays, additional decorating, furniture, carpeting, signs, cleaning, photography, floral, electrical, telephone, audiovisual service, drayage, labor, and shipping. For additional information regarding GES services and the Facility’s exclusive providers, contact GES Customer Service at (800) 801-7648. Carpeting or other accepted flooring is required in all booths; no concrete floors are allowed in booths unless approved as an exception in advance by NAHQ.

**6. BOOTH ASSIGNMENTS.** NAHQ will attempt to accommodate Exhibitor’s booth location preferences. However, NAHQ is entitled in its discretion to assign Exhibit space, change the Exhibition floor plan, and move Exhibitor’s booth location prior to or during the Event.

**7. MOVE-IN AND INSTALLATION.** Shipments to the Facility prior to October 2<sup>nd</sup>, 2018 or after October 31<sup>st</sup>, 2018 are prohibited. All shipments must be sent to GES at:

**GES Advanced Receiving  
YRC Terminal  
12400 DuPont Avenue South  
Burnsville MN 55337**

Move-in and installation of exhibits may begin on November 4, 2018 at 8:00 am and must be completed by 5:00 pm. If Exhibitor's exhibit is not completely installed by 6:00 am on November 5, 2018 NAHQ is entitled to: (i) cause Exhibitor's exhibit to be unpacked and installed at Exhibitor's risk and expense; or (ii) consider Exhibitor's booth abandoned and Exhibitor's right to exhibit terminated, resell, reassign, or use Exhibitor's booth without any refund or liability to Exhibitor, and remove and dispose of Exhibitor's exhibit, promotional materials, and other property at Exhibitor's risk and expense. Information on shipping methods and rates will be sent to Exhibitor by GES. Exhibitor shall ship, at Exhibitor's own risk and expense, all articles to be exhibited. GES provides: (i) storage for incoming freight; (ii) delivery to Exhibitor's booth; (iii) removal, storage, and return of empty crates; and (iv) removal and shipment of outbound freight. All GES charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments must include Exhibitor's name and booth number(s). Exhibit material cannot be received at the Facility prior to the Event setup dates. Freight arriving before these dates will be directed to and stored at GES's designated freight handling and storage firm at Exhibitor's expense. Exhibit aisles must be clear by 6:00 am on November 5, 2018 for cleaning. All move-in and installation dates, times, and locations are subject to change.

**8. EXHIBIT STAFFING.** Exhibitor's booth must be staffed during all Exhibition Dates and Hours. If Exhibitor fails to occupy or staff its booth at any time during the Exhibition Dates and Hours, NAHQ is entitled to: (i) consider Exhibitor's booth abandoned and Exhibitor's right to exhibit terminated; (ii) resell, reassign, or use Exhibitor's booth without any refund or liability to Exhibitor; and (v) remove and dispose of Exhibitor's exhibit, promotional materials, and other property at Exhibitor's risk and expense and without liability to Exhibitor. The Exhibition Dates and Hours are subject to change.

**9. DISMANTLING AND MOVE-OUT.** Exhibits may not be dismantled or removed from the Exhibition until 1:45 pm November 6, 2018, without NAHQ's prior written permission. Property, including Exhibitor's exhibit, which Exhibitor or its Personnel cause to be brought into the Facility must be completely removed from the Facility by 5:00 pm November 6, 2018. If Exhibitor fails to remove all of Exhibitor's or its Personnel's property from the Facility by 5:00 pm November 6, 2018, NAHQ is entitled to dismantle and store any remaining property at Exhibitor's expense. Alternatively, NAHQ is entitled to consider Exhibitor's and its Personnel's property remaining in the Facility abandoned and sell or otherwise dispose of Exhibitor's property in any manner and to the extent permitted by applicable law, at Exhibitor's expense and apply the proceeds of any sale in any manner determined by NAHQ. Exhibit material remaining in the Facility after the contracted move-out time has terminated may be removed and disposed of at the expense of Exhibitor and without liability to NAHQ or GES. All dismantling and move-out dates, times, and locations are subject to change.

**10. NO SUBLETTING OR THIRD PARTY EXHIBITING.** Exhibitor is only entitled to exhibit the goods and services identified in Exhibitor's Exhibit Application. Exhibitor is not entitled to exhibit any goods or services, which Exhibitor does not manufacture or sell in the ordinary course of Exhibitor's business. Exhibitor is not entitled to assign, sublet, or share, in whole or in part, Exhibitor's booth. NAHQ is entitled to remove, at Exhibitor's expense and risk, any part of Exhibitor's exhibit or promotional materials, which in NAHQ's opinion do not comply with the requirements of this Exhibit Agreement.

**11. OUTSIDE EVENTS AND ACTIVITIES.** Exhibitor is entitled to exhibit its goods and services and distribute its promotional materials within Exhibitor's booth during the Exhibition Dates and Hours. Exhibitor is not entitled to exhibit its goods and services or distribute its promotional materials at any other time or anywhere else in the Facility or Event Hotels during the Event, without NAHQ's written permission. In addition, Exhibitor shall not host, sponsor, or conduct any event or activity for Event attendees during or two (2) days before or after the Event Dates within ten (10) miles of the Facility or Event Hotels, without NAHQ's written permission. Exhibitor shall not encourage or engage in any activity which may encourage absence of Event attendees, from the Event. Generally, NAHQ grants permission for exhibitor outside events and activities, if the events or activities do not operate during Event hours or during NAHQ

sponsored events or activities. NAHQ is entitled to deny any request for an Exhibitor event or activity, which NAHQ determines is not in NAHQ's or the Event's best interest. If Exhibitor is interested in hosting, sponsoring, or conducting an outside event or activity in conjunction with the Event, Exhibitor must contact Jaclyn Weiglein at [jweiglein@nahq.org](mailto:jweiglein@nahq.org).

**12. CREDENTIALS AND EVENT ACCESS.** Registration of representatives, identified on the Exhibit Application, are complimentary, provided that registrations are received by NAHQ by October 12, 2018. There is an additional \$249 charge for each additional booth representative who exceeds the allotted number as specified in the Exhibit Application. After October 12, 2018, an additional onsite \$50 service fee will be incurred for the following:

- Registration of each representative
- Each name change
- Each lost badge or name substitution

If Exhibitor registers in advance, NAHQ shall provide a printed exhibitor badge at the exhibitor registration area at the Facility. This badge grants admission to the Exhibition. Exhibitors must wear badges at all times—including during setup times, exhibit hours, and dismantling to enter the Exhibition. Exhibitor Personnel must wear exhibitor badges or other badges designated by NAHQ or GES. Exhibitor Personnel not wearing an Exhibitor Badge are not entitled to enter the Facility or the Exhibition and will be asked to leave both. Exhibitor badges do not grant admission to other Event activities and are not transferable.

**13. UNION LABOR AND WORK AGREEMENTS.** Exhibitor shall abide by all agreements pertaining to the use of union labor at the Facility.

**14. PROPERTY LOSS OR DAMAGE.** Exhibitor and its Personnel are responsible for protecting their property at all times, including while in transit to or from the Event and during the Event. NAHQ, GES, the Facility, and the City do not guarantee or insure that the Event, including the Exhibition, is secure and are not responsible for Exhibitor's or its Personnel's property or any damage or loss to Exhibitor's or its Personnel's property. Exhibitor is encouraged to maintain insurance, at its own expense covering against loss or damage to Exhibitor's or its Personnel's property from the time it leaves their place of business until it returns.

**15. EVENT PUBLICITY.** Exhibitor grants NAHQ a limited, perpetual, non-terminable, worldwide, non-exclusive, royalty free, transferable, sub-licensable right (but not the obligation) to use Exhibitor's name; tradenames; logos; trademarks; product and service names; business, product, and service descriptions; and all other information provided to NAHQ by Exhibitor in connection with Exhibitor's participation in the Exhibition (**collectively, "Exhibitor IP"**) to promote and conduct the Event and to promote NAHQ, its exempt purpose, and its activities in any and all media now know or hereafter created. Exhibitor shall provide NAHQ with Exhibitor IP as requested by NAHQ.

**16. EVENT RECORDINGS.** NAHQ has the exclusive right to photograph, record, and film, in film, audio-video, audio-only, or any other media now known or hereafter created (**collectively, "Record"**) the Event, including the Exhibition. Exhibitor, on behalf of itself and its Personnel, grants NAHQ an unconditional, perpetual, non-terminable, worldwide, exclusive, royalty-free, transferable, sub-licensable, royalty-free right (but not the obligation) to photograph, record, and film, in film, audio-video, audio-only, or any other media now known or hereafter created, Exhibitor's exhibit and Exhibitor and its Personnel's participation in the Event, including the Exhibition (**"Recordings"**). NAHQ is the exclusive owner of the Recordings and has the exclusive right to assign, transfer, reproduce, prepare derivative works based on, modify, incorporate into other works, distribute, perform publicly, display publicly, transmit, broadcast, sell, and otherwise use and exploit the Recordings. Neither Exhibitor nor its Personnel have any right to inspect or approve the Recordings. Exhibitor shall not Record any aspect of the Event, including the Exhibition, or an individual or entity's participation in the Event without NAHQ's written permission.

**17. INDEMNIFICATION.** Exhibitor shall defend and indemnify NAHQ, GES, the Facility, the City, and their respective affiliates and Personnel (**individual, "Indemnified Person" and collectively, "Indemnified Persons"**) against all losses, liabilities, claims, and actions, including reasonable attorneys' fees and other proceeding expenses, (**collectively, "Claims"**), related to: (i) Exhibitor's or its Personnel's alleged or actual acts or omissions; (ii) Exhibitor's Personnel; (iii) Exhibitor's exhibit; (iv) Exhibitor's alleged or actual breach of this Agreement; or (v) Exhibitor's or its Personnel's alleged or actual violation of applicable law. Despite this provision, Exhibitor is not required to defend or indemnify an Indemnified Person for Claims caused by that Indemnified Person's willful or wanton misconduct.

An Indemnified Person shall give notice to Exhibitor ("**Claim Notice**") on or before fifteen (15) days after obtaining knowledge of Claims for which the Indemnified Person seeks a defense and indemnification, under this Section. An Indemnified Person's failure to timely provide a Claim Notice to Exhibitor does not relieve Exhibitor of its defense and

indemnification obligations under this Section, except that the Exhibitor is not required to indemnify the Indemnified Person for Claims, the defense of which, were materially prejudiced as a result of the delay in providing the Claim Notice. An Indemnified Person may select its own legal counsel to represent its interests, and Exhibitor shall: (i) reimburse the Indemnified Person for its costs and reasonable attorneys' fees immediately upon request, as they are incurred; and (ii) remain responsible to the Indemnified Person for any Claims entitled to indemnification, under this Section. Exhibitor shall give prompt written notice of any proposed settlement of Claims to the affected Indemnified Person. Exhibitor shall not, without the affected Indemnified Person's written consent, settle or compromise any Claims or consent to the entry of any judgment regarding which an Indemnified Person is entitled to a defense or indemnification, under this Section.

**18. INSURANCE.** Exhibitor shall, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage: (i) **Workers' Compensation**, that meets the statutory obligations with Coverage B – Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease – policy limit and \$100,000 disease – each employee (ii) **Commercial General Liability**, with limits of at least \$2,000,000 general aggregate, \$2,000,000 products – completed operations, \$2,000,000 personal & advertising injury, \$2,000,000 each occurrence, \$100,000 fire damage, and \$10,000 medical expense any one person. The policy must be on an "occurrence" basis, include contractual liability coverage and the City and the Facility shall be named as an additional insured. (iii) **Commercial Automobile Liability** with limits of at least \$1,000,000 per accident covering all owned, non-owned and hired automobiles.

All insurance required by this Section must: (i) be issued on an occurrence basis and cover the Event Dates; or if on a claims made basis be in effect during the Event Dates and for period of two years thereafter; (ii) be issued by insurers with a Best's Rating of no less than AVIII; (iii) require the insurers to give NAHQ at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; (iv) be primary, without the right of contribution from any other insurance or self-insurance benefiting the Indemnified Persons; (v) name the Indemnified Persons as additional insureds; (vi) waive any right of subrogation of the insurers against the Indemnified Persons; and (vii) be provided by insurers licensed to do business in Illinois and Minnesota. Exhibitor shall require any of its contractors to comply with these insurance provisions. If Exhibitor fails to maintain the insurance required by this provision, an Indemnified Person is entitled to, but not required to, arrange the required insurance for Exhibitor, at Exhibitor's expense.

**19. LIMITATION OF LIABILITY.** To the fullest extent possible pursuant to applicable law and except as otherwise provided in this Section: (i) Exhibitor on behalf of itself and its Personnel knowingly, voluntarily, and irrevocably releases from all liability, waives all claims and actions against, and covenants not to make or bring any claim or action against any of the Indemnified Persons related to this Agreement, the Event, and Exhibitor's or its Personnel's Event participation; (ii) Neither Exhibitor nor any third party is entitled to recover consequential, incidental, indirect, exemplary, special, punitive damages, enhanced damages, lost profits or revenues, or diminution in value from any of the Indemnified Persons; and

(iii) in any event, collectively, the Indemnified Persons maximum aggregate liability related to this Agreement, the Event, and Exhibitor's or its Personnel's Event participation, whether based on breach of contract, tort (including negligence), or any other theory is limited to the Exhibit Package Fees actually paid by Exhibitor to NAHQ, in connection with the Event. The limitations of liability in this Section apply: (i) even if the damages were foreseeable; (ii) whether all or any of the Indemnified Persons were advised of the possibility of the damages; (iii) regardless of the legal or equitable theory on which the claim or action is based (contract, tort (including negligence), or any other theory); and (iv) even if the Exhibitor's remedies under this Agreement fail their essential purpose. Exhibitor acknowledges the Exhibit Package Fees reflect the limits on liability stated in this Section. Exhibitor acknowledges that the limitations of liability in this Section are reasonable and Exhibitor on behalf of itself and its Personnel hereby waives any claim to the contrary. If applicable law limits the application of this Section, each Indemnified Person's liability is limited to the maximum extent permitted by applicable law. Despite the other provisions of this Section, the limitations of liability in this Section do not apply to liability caused by willful or wanton misconduct.

**20. DISCLAIMER.** The Event and Exhibition are provided "as-is" and "with all faults." Exhibitor assumes all risks associated with Exhibitor's Event participation. NAHQ disclaims all representations and warranties of any kind with respect

to the Event, the Exhibition, and Exhibitor's Event participation whether express, implied, or statutory to the fullest extent possible pursuant to applicable law, including the implied warranties of merchantability and fitness for a particular purpose.

**21. EVENT RULES.** This Agreement is subject to the terms of the August 31, 2017 Permit for Occupancy (PFO) for the Minneapolis Convention Center between the City and the Facility and NAHQ. In addition, Exhibitor shall and shall cause its Personnel to abide by all guidelines, rules, regulations, and directions issued by NAHQ, GES, the Facility, or the City applicable to the Event and Exhibitor's Event participation (**collectively, "Event Rules"**). Without limiting the foregoing, in connection with the Exhibition, Exhibitor and its Personnel shall abide by the MCC Meeting Planner Guide as it's listed [here](#).

NAHQ is entitled to interpret, amend, add to, and enforce the Event Rules. Exhibitor and its Personnel shall abide NAHQ's interpretation of, amendment to, addition to, and enforcement of the Event Rules. In addition, Exhibitor and its Personnel shall abide by all directions given or decisions made by NAHQ, GES, the Facility, or the City with respect to the Event, the Exhibition, Exhibitor's Event participation, or the Facility.

**22. EXHIBIT RESTRICTION AND REMOVAL.** NAHQ is entitled to: (i) restrict Exhibitor's exhibit and activities, which in NAHQ's opinion are objectionable; and (ii) evict Exhibitor, Exhibitor's exhibit, and any Exhibitor Personnel from the Event, including the Exhibition, and the Facility, which in NAHQ's opinion detract from the Event or Exhibition.

**23. TAXES.** The Exhibit Package Fees do not include taxes. Exhibitor is responsible for all taxes related to this Agreement. In addition, Exhibitor is responsible for all taxes, fees, and other charges due or payable to any governmental authority related to Exhibitor's exhibit and activities at the Event, including the Exhibition. Exhibitor shall make all tax filings required by law related to Exhibitor's exhibit and Event activities.

**24. NAHQ TERMINATION.** NAHQ is entitled to terminate this Agreement without cause by giving written notice to Exhibitor. If NAHQ terminates this Agreement without cause, NAHQ's sole obligation and Exhibitor's sole remedy is for NAHQ to refund the Exhibit Package Fees paid to NAHQ by Exhibitor under this Agreement, unless the Exhibition has started at the time of termination, then NAHQ shall refund the Exhibit Package Fees on a pro-rata basis through the date of termination.

NAHQ is entitled to terminate this Agreement for cause if, in NAHQ's opinion, Exhibitor breaches this Agreement. If NAHQ terminates this Agreement for cause, Exhibitor is not entitled to a refund of any sums it paid to NAHQ. NAHQ is entitled to: (i) refuse to admit Exhibitor or its personnel to the Event, including the Exhibition; (ii) withhold possession of Exhibitor's booth; (iii) take possession of Exhibitor's booth; and (iv) dispose of Exhibitor's property within the Facility at Exhibitor's risk and expense. In addition, Exhibitor shall vacate the Exhibition remove Exhibitor's property from the Exhibition as directed by NAHQ.

**25. EXHIBITOR TERMINATION.** Exhibitor may terminate this Agreement by notifying NAHQ in writing. If Exhibitor terminates this Agreement prior to August 31, 2018, Exhibitor is entitled to a refund of the Exhibit Package Fees paid to NAHQ less a \$250 termination fee. Exhibitor is not entitled to any refund if Exhibitor terminates this Agreement after August 31, 2018.

**26. FORCE MAJEURE.** A party is not liable for failing to comply with its obligations under this Agreement (except for payment obligations), for failures caused by: (i) an act of God; (ii) flood, fire, earthquake, or severe weather; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) the act of a governmental authority; (v) national or regional emergency; or (vi) another reasonably unforeseeable event beyond the reasonable control of the impacted party (**"Force Majeure Event"**). The party impacted by a Force Majeure Event shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the impacted party expects to be unable to comply with its obligations under this Agreement. The impacted party shall use diligent efforts to minimize the Force Majeure Event's effects. The impacted party shall resume complying with its obligations under this Agreement as soon as possible.

**27. REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants: (i) it is duly organized, validly existing, and in good standing in the jurisdiction of its formation; (ii) it has the power and authority to enter into and comply with its obligations hereunder; (iii) it will comply with its obligations and exercise its rights hereunder, in accordance with applicable law; (iv) entering into, complying with its obligations under, or exercising its rights hereunder,



does not violate any right of or obligation it owes to any individual or entity; (v) it is not subject to or located in a country subject to U.S. economic sanctions or trade embargos; (vi) it is not a consumer; and (vii) when signed by both parties, this Agreement constitutes a legal, valid, and binding obligation of the party, enforceable against the party in accordance with its terms.

**28. CURRENCY, DATES, TIMES, AND LANGUAGE.** Under this Agreement: (i) all financial references are in U.S. dollars; (ii) all payments must be made in U.S. dollars, except as otherwise agreed by the parties; (iii) all date and time references refer to the date in Minneapolis, Minnesota, U.S.; (iv) U.S. English is the controlling language; and (v) all records, communications, notices, documents, and proceedings are in U.S. English.

**29. THE PARTIES' RELATIONSHIP.** The parties are independent contractors and nothing herein creates an agency, franchise, business opportunity, joint venture, partnership, employment, fiduciary, or other relationship between the parties. Except as expressly stated herein, a party is not entitled to contract for or bind the other party.

**30. NOTICE.** All notices must be in writing and provided to the other party by: (i) personal delivery; (ii) professional overnight delivery service, with proof of delivery to the other party's mailing address listed on the first page of this Agreement; or (iii) email, with proof of delivery to the other party's email address listed the first page of this Agreement. A notice is effective on the date it is delivered to a party in person, or with proof of delivery to the party's mailing or email address. A party may change the addresses for notices hereunder, by giving the other party notice in the manner stated in this Section.

**31. GOVERNING LAW AND CHOICE OF FORUM.** The laws of the State of Illinois, U.S., excluding the State of Illinois' choice of law rules, govern this Agreement. A party shall institute any action related to this Agreement in the United States District Court for the Northern District of Illinois, U.S., or the Illinois state courts located in Cook County, Illinois, U.S. The parties submit to the exclusive jurisdiction of these courts.

**32. JURY TRIAL WAIVER.** EACH PARTY HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY, IN ANY ACTION BETWEEN THE PARTIES RELATED TO THIS AGREEMENT.

**33. LIMITATIONS PERIOD.** EXHIBITOR MUST BRING ANY CLAIM OR ACTION AGAINST AN INDEMNIFIED PERSON RELATED TO THIS AGREEMENT, THE EXHIBITION, OR EXHIBITOR'S PARTICIPATION IN THE EXHIBITION WITHIN ONE (1) YEAR OF THE CLAIM OR ACTION ACCRUING. EXHIBITOR WAIVES ANY RIGHT TO FILE AN ACTION RELATED TO THIS AGREEMENT UNDER ANY LONGER STATUTE OF LIMITATIONS.

**34. THIRD PARTY BENEFICIARIES.** Except as otherwise provided in this Section, this Agreement is for the exclusive benefit of the parties and nothing in this Agreement confers on any other individual or entity any right, benefit, or remedy. Despite the foregoing, the Indemnified Persons are designated as third-party beneficiaries of this Agreement having the right to enforce Sections 17, 18, 19, 20, 27 and 35.

**35. BINDING EFFECT.** This Agreement inures to the benefit of, and is binding on, the parties and their successors and permitted assigns.

**36. ASSIGNMENT.** Exhibitor is not entitled to assign its rights or delegate its obligations under this Agreement, without NAHQ's written permission. NAHQ is entitled to assign its rights and delegate its obligations under this Agreement.

**37. WAIVER.** Any failure or delay by a party to exercise any right under this Agreement is not a waiver of that right. A waiver must be in writing and signed by the party making the waiver. A party's waiver of a breach, of any provision of this Agreement, is not a waiver of any subsequent breach of the same provision.

**38. CUMULATIVE REMEDIES.** NAHQ's rights and remedies provided in this Agreement are cumulative and not exclusive, and NAHQ's exercise of any right or remedy does not preclude NAHQ's exercise of any other rights or remedies that may now or subsequently be available to NAHQ at law, in equity, by statute, by contract, or otherwise.

**39. SEVERABILITY.** If a court having jurisdiction over a dispute between the parties, determines any provision of this Agreement is unenforceable under applicable law, the rest of this Agreement remains in effect to the extent permitted by

applicable law. In addition, as to any provision determined to be unenforceable as written in this Agreement, the provision is not void, but rather it is the desire of the parties that the provision be reformed and enforced by the court to the extent permitted under applicable law to give effect as near as possible to the original intent of the parties, as if originally executed in that form by the parties.

**40. SURVIVAL.** Provisions of this Agreement, which by their nature should apply beyond the termination of this Agreement, remain in force after this Agreement's termination, including Sections 1, 14-20, 24, 25, and 29-42.

**41. AMENDMENTS.** No amendment to this Agreement is valid unless in writing and signed by both parties. Any amendment to this Agreement is binding on the Indemnified Persons.

**42. ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties, with respect to the subject matter of this Agreement, and supersedes any prior agreements between the parties regarding the same subject matter.