

We, the Company, stated below ("Exhibitor"), hereby apply and authorize the National Association of REALTORS® ("NAR") to reserve exhibit space in the 2025 NATIONAL ASSOCIATION OF REALTORS® Legislative Meetings (the "Exhibition"). Upon acceptance of this Application and Contract for Exhibit Space ("Contract") by NAR, Exhibitor will be bound by and will abide by the TERMS and CONDITIONS printed on the reverse side, which are made a part of this CONTRACT.

Company Name \_\_\_\_\_ Date \_\_\_\_\_  
 Exhibiting As \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Mobile \_\_\_\_\_ Website Address \_\_\_\_\_  
 Contact's Email Address \_\_\_\_\_  
 Contact's Name (print or type) \_\_\_\_\_ Title \_\_\_\_\_

Exhibitor's Authorized Signature\* \_\_\_\_\_  
**ORDER WILL NOT BE PROCESSED WITHOUT SIGNATURE**

\*By signing this contract, exhibitor agrees to be contacted by email, mail, and phone number on file from NAR, its representatives and agents.

By checking this box, Exhibitor confirms that the products and services displayed in its booth (1) will match the description indicated below, and (2) will not contain any unauthorized or improper use of the NAR trademarks or other NAR intellectual property. Exhibitor acknowledges and agrees that falsified descriptions or unauthorized NAR trademark/IP use may, at the sole discretion of NAR and in addition to any other remedies available at law or in equity to NAR, result in NAR's termination of this Contract, immediate expulsion of booth staff, and closure of the booth at Exhibitor's sole expense. Exhibitor waives any right of refund or other recourse in such event.

Exhibit/Sponsorship Contact Name \_\_\_\_\_  
 Exhibit/Sponsorship Contact Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Please specify any companies that you prefer **not** to be located next to: \_\_\_\_\_

Are you a first-time exhibitor with NAR? For purposes hereof, a "first time exhibitor" is a company that has not previously exhibited booth space at a REALTORS® Legislative Meetings.  Yes  No

**EXHIBIT SPACE**

List preferred booth numbers in order of preference. If choices are not available, the next closest booth location will be assigned.

1st choice \_\_\_\_\_ 2nd choice \_\_\_\_\_ 3rd choice \_\_\_\_\_

Provide a brief description of product(s) to be displayed:

**BOOTH COST**

Standard booth space reserved (with completed application and 50% deposit) prior to September 30, 2024, will be invoiced at \$25.00 per sq. ft. Standard booth space reserved (with a completed application and 50% deposit) submitted after September 30, 2024, will be invoiced at \$26.00 per sq. ft. Booth space is sold in 100 sq. ft. increments. Corner assignments are considered premium exhibit space and will cost an additional \$300 per corner for linear booths and \$100 per corner for island booths (i.e. Island Booth = 4 corners = additional \$400 for exhibit space.)

Square footage requested \_\_\_\_\_ sq. ft. x \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_

Number of corner spaces \_\_\_\_\_ x \$300 (linear booth) **OR** \$150 (island booth) = Total \$ \_\_\_\_\_

**TOTAL DUE FOR EXHIBIT SPACE \$** \_\_\_\_\_

**Payment Method (Choose One)**

Check or ACH/Wire. Invoice us at the email below. Payment is due upon receipt of invoice. Email invoice to:  
 (insert name and email): \_\_\_\_\_

Credit Card. Email a secure online Credit Card Authorization form to:  
 (insert name and email): \_\_\_\_\_

\*Upon invoicing per the Agreement billing terms, charge the Credit Card and email us a receipt with the invoice.

**Billing Option (Choose One)**

**Invoice in full.** Payment is due upon receipt of invoice.

**50/50 option:** Invoice 50% at time of signing. Invoice remaining 50% on 2/2/25. Payment is due upon receipt of invoice.

For applications received after February 21, 2025, payment is due in full immediately upon NAR's acceptance of this contract. Please review payment terms and cancellation policies on the Terms and Conditions attached hereto.

## TERMS AND CONDITIONS

NAR or Show Management (as hereinafter defined) reserves the right to set and limit the hours of the Exhibition. The hours of the Exhibition will be printed in the official program of the Exhibition to be prepared in advance by NAR.

**1. APPLICATION AND ELIGIBILITY.** The application for booth space at the Exhibition must (i) be made on the printed form to which these Terms and Conditions are attached, or on the on-line application containing a copy of the Terms and Conditions, (ii) contain the information as requested, and (iii) be executed by an individual who has the authority to act for the Exhibitor. NAR reserves the absolute right to decline any application for space for any reason, including without limitation if, in NAR's judgment, the products or services to be shown or demonstrated are not applicable to the real estate business, are inconsistent with the stated purposes of NAR or the interests and welfare of its members, or are unreasonably duplicative of services or products offered by or available from NAR or any of its affiliates or subsidiaries. NAR further reserves the right, in its sole discretion, to limit the types of companies and products represented at the Exhibition, to accept or reject applications, and to assign or reassign booth space as it deems appropriate. The Association requires companies selling goods and services on the exhibit floor to implement, at a minimum, a 90-day return policy accompanied by a full refund on all purchases made at the event by a registered attendee.

**2. BOOTH SIZE.** Standard booths will be configured and sold in increments of 100 square feet.

**3. ASSIGNMENT OF BOOTH SPACE.** All space assignments will be made by NAR, in its sole discretion as applications and deposits are received and accepted; provided, however, that divisions, affiliates or subsidiaries of the NAR may be given preference in the allocation and assignment of booth space. Exhibitor may reserve unassigned booth space for up to ten (10) days upon receipt by NAR of a fully completed copy of this Contract, but no booth assignment will be made until the Contract and the initial deposit have been received by NAR. In addition, the following booth space assignment rules will apply:

- A.) Booth assignments will be made as soon as possible after receipt of a properly completed Contract and the required fifty percent (50%) deposit stated on the previous page and will be acknowledged by NAR after the initial priority selection process.
- B.) NAR reserves the right to make, change, and cancel all booth assignments as it deems appropriate.
- C.) NAR reserves the right to take into consideration the Exhibitor's prior participation in NAR's Legislative Meetings when assigning booth space.
- D.) NAR reserves the right to take into consideration the Exhibitor's prior compliance or non-compliance with the booth regulations ("Booth Regulations") promulgated by NAR from time to time.

**4. EXHIBITION SPACE FLOOR PLAN.** Every effort will be made by NAR to maintain the general configuration of the floor plan for the Exhibition. However, NAR reserves the right to modify the plan if necessary, as determined solely by NAR. NAR will provide written notice to any Exhibitor whose booth space is affected by any change in floor plan.

**5. EXHIBITION BOOTH PRICE.** Standard booth space reserved (by completion of the Contract and payment of the initial deposit) prior to September 30, 2024, will be charged to Exhibitor at the rate of \$25.00 per sq. ft. Standard booth space reserved (by completion of the Contract and payment of the initial deposit) on or after September 30, 2024, will be charged to Exhibitor at the rate of \$26.00 per sq. ft. Booth space is sold in 100 square foot increments. Corner assignments are considered premium exhibit space and will cost an additional \$300 per corner for linear booths and \$100 per corner for island booths (i.e. Island Booth = 4 corners = additional \$400 for exhibit space).

**6. EXHIBITION STAFF REGISTRATION & HOUSING INFORMATION.** Children under 18 years of age are not allowed on the Exhibition floor unless accompanied by

a guardian/parent. This rule applies to ALL attendees, guests, and Exhibitors.

Registration of four representatives per 100 square feet of booth space purchased will be complimentary. There will be a \$25.00 charge for the registration of each additional booth representative that exceeds the 4 complimentary allotment. Replacement badges will cost \$25.00 each.

NAR reserves the right, in its absolute discretion, to impose reasonable limitations on the number of Exhibitor's staff within a booth and encourages Exhibitors to obtain approval for the number of staff prior to the Exhibition. Exhibitor badges will entitle registered Exhibitor representatives admission to Exhibition hall only. Badges must be worn at all times in order to enter the Exhibition hall during set-up, show hours and teardown. Exhibitor staff, temporary help and set-up personnel must wear badges designated by NAR or the Official Contractor (as hereinafter defined). Exhibitor badges do not give admission to other Exhibition functions, nor are they transferable. Housing at NAR Conference Hotels is limited. Exhibitor agrees to occupy no more than twenty-five (25) rooms in any one NAR Conference Hotel. Exhibitor may reserve more than twenty-five (25) rooms if the block is shared among more than one hotel.

**7. PAYMENT DATES.** No booths will be assigned until NAR has received a deposit of fifty percent (50%) of the total booth fee, along with the signed Contract. A second payment of fifty percent (50%) of the total booth fee is due not later than February 21, 2025. If full payment is not received by February 21, 2025, NAR will have the right to retain the deposit paid by Exhibitor and resell the assigned booth space. Exhibitor expressly understands and agrees that all amounts paid hereunder will be first applied to any outstanding obligations due to NAR by Exhibitor, and then to the amounts due in accordance with this paragraph, that any resulting arrearages must be paid within the time limits stated herein, and that NAR will have the right to cancel this Contract if Exhibitor is or becomes in arrears with respect to any outstanding obligation due NAR.

**8. EXHIBITOR REPUDIATION.** In the event Exhibitor notifies NAR of Exhibitor's intent to repudiate this Contract after full execution hereof, but prior to February 21, 2025, NAR will be entitled to retain fifty percent (50%) of the full exhibit booth price as liquidated damages and not as a penalty. If NAR receives such notice of the Exhibitor's repudiation after February 21, 2025, NAR reserves the right to retain one hundred percent (100%) of the exhibit booth price as liquidated damages and not as a penalty. Upon receipt of notice of Exhibitor's repudiation, NAR will be entitled to resell or reassign the Exhibitor's booth space. In the event that Exhibitor notifies NAR of Exhibitor's intent to decrease the total amount of booth space represented on the signed Contract prior to February 21, 2025, NAR be entitled to retain fifty percent (50%) of the cancelled booth cost as liquidated damages and not as a penalty. No refunds will be made for changes or cancellations made after February 21, 2025.

**9. FORCE MAJEURE; CANCELLATION.** Neither party will be deemed in default or otherwise liable for failing to perform its duties and obligations under this Contract if such party's inability to perform is caused by circumstances beyond the reasonable control of such party, including, without limitation, natural and other disasters or like Acts of God, failure of telecommunications facilities, curtailment of transportation, labor disputes, civil disturbance, war, terrorism, health threats to the general public, travel advisories issued by the U.S. Department of State, the Federal Centers for Disease Control and Prevention, or World Health Organization, or other government action (each a "Force Majeure Event"). "Terrorism" for purposes of this section will include but not be limited to actual acts of terrorism as well as governmental warnings of potential terrorist activity or other comparable events.

Moreover, NAR may immediately terminate this Contract if NAR believes, in good faith, that the Force Majeure Event will have a material adverse impact on the Exhibition or presents a high level of danger to its attendees (e.g., that the Department of Homeland

Security has issued an Imminent Threat Alert). In the event of early termination due to a Force Majeure Event, NAR, at NAR's election, will either (i) refund any deposit paid through the date of termination by Exhibitor, or (ii) credit any deposit paid through the date of termination to a future conference or exhibition that Exhibitor will attend in the following calendar year, in each case less expenses incurred by NAR to the date of the termination after proration of the expenses among all Exhibitors, and NAR will have no further liability for damages or compensation of any kind.

Additionally, NAR reserves the absolute right to immediately terminate this Contract if, in NAR's judgment, the Exhibitor company's messaging, practices, or the products or services to be shown or demonstrated are: (a) inconsistent with the stated purposes of NAR or the interests and welfare of its members, (b) unreasonably duplicative of services or products offered by or available from NAR or any of its affiliates, subsidiaries, affiliated societies, institutes or councils, or any entity that NAR otherwise holds an interest in; (c) inconsistent with the description of products identified on the front of the application; or (d) otherwise deviate from the policies and company messaging of NAR. If at any time, including after the commencement of the Exhibition, a legal dispute arises between NAR and Exhibitor, NAR reserves the absolute right to terminate this Contract immediately. Misuse of NAR's trademark or other intellectual property rights by Exhibitor will be an immediate grounds for termination by NAR. If NAR exercises its right to terminate under any of the above scenarios, payments made hereunder by Exhibitor will be refunded in full to Exhibitor, less any costs incurred by NAR under this Contract, and neither party will have any further liability or obligations to the other hereunder, except for those terms which expressly survive expiration or termination of this Contract. If at any time, including after the commencement of the Exhibition, Exhibitor engages in any illegal or unethical activity, NAR reserves the absolute right to terminate this Contract immediately, and Exhibitor hereby waives and holds NAR harmless from any claim for refund of the booth space or other damages arising out of such termination.

**10. INSTALLATION OF EXHIBITS.** The Exhibition hall will become available for display set-up on Friday, May 30 from 8:00 a.m. - 4:30 p.m. Full maintenance and installation crews will be on duty. All Exhibitors must be fully set up and ready by 9:00 a.m. on Monday, June 2nd. NAR reserves the right to set up Exhibitor's booth at Exhibitor's expense if Exhibitor fails to complete its setup by 9:00 a.m. on Monday, June 2nd.

**11. DISMANTLING AND REMOVAL OF EXHIBITS.** Exhibitor will remove its products and belongings from its booth space only between 5:00 p.m. and 10:00 p.m. on Tuesday, June 3, and between 8:00 a.m. and 12:00 p.m. on Wednesday, June 4. All Exhibitor displays or materials left in the hall after 5:00 p.m. on Wednesday, June 4 will be packed and shipped at the discretion of the show management to be identified by NAR ("Show Management") and all applicable service charges will be applied to the Exhibitor of record. IN NO CASE WILL DISMANTLING BE ALLOWED BEFORE 5:00 p.m., Tuesday, June 3, 2025. Exhibit booths must be staffed during all Exhibition hours and Exhibitor will not be permitted to dismantle or to begin to dismantle prior to the end of the Exhibition on Tuesday, June 3, 2025 at 5:00 p.m. If Exhibitor violates this regulation, it may lose priority points for future booth assignments or may be denied booth space in future trade exhibitions.

**12. BOOTH, FURNISHINGS, EQUIPMENT, AND SERVICE.** NAR will provide a uniform style exhibit booth 10' deep and 10' wide (9' x 10'), draped material on aluminum framework, a back wall 8' high, side rails 36" high, and standard identification signage displaying Exhibitor's name and booth number. Exhibitor must have floor covering for their booth space. Exhibitor's display from its booth must not project so as to obstruct the view of the adjacent booths. For standard booths, (a) display material or equipment in the rear 5' of the booths may not exceed a height of 10', and (b) display material or equipment in the remainder of the booth (5' from the aisle) may not exceed a height of 4'. With regard to island booths, display

material or equipment may not exceed a height of 18'. Exhibitors occupying booths that are 20' x 20' or larger, MUST submit a floor plan of their display to Show Management for review. Such floor plans must detail height and width dimensions. Exhibitor also agrees to comply with the Americans with Disabilities Act and its regulations in the equipment, services, and design of its booth. In addition, the Booth Regulations, a copy of which Exhibitor hereby acknowledges receipt of and which is hereby incorporated by reference into this Contract, will apply and will be complied with by Exhibitor.

**13. ADDITIONAL EXHIBITOR SERVICES.** Additional services, including, without limitation, display rental, additional decorating, furniture rental, cleaning, photography, floral, electrical, television, audiovisual service, drayage information and display labor, may be requested by Exhibitor from NAR. An Exhibitor's Service Manual will be available online to all Exhibitors, approximately 60 days in advance of the Exhibition, outlining the available additional services, the deadline for advising NAR of Exhibitor's desire to obtain an additional service, and the costs for each additional service. All additional services will be requested by Exhibitor through the official conference contract ("Official Contractor"), who will be identified in the Exhibitor's Service Manual.

**14. INSURANCE.** Fire, loss, theft and personal liability insurance issued by an insurance company with an A.M. Best rating of A- or higher must be procured by the Exhibitor at its own expense. NAR reserves the right to request proof of insurance at any time during the fourteen days (14) prior to the Exhibition and at any time after its inception. If proof of insurance is not produced to NAR within three (3) business days of such request, NAR may cancel this Contract and retain all fees and deposits, and Exhibitor hereby waives any claim for refund thereof or other damages arising out of such termination. Standard insurance limits required by NAR are (1) comprehensive general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage; and (2) umbrella insurance in the amount of \$1,000,000. If Exhibitor does not carry insurance or does not carry the requisite insurance limits, a waiver must be obtained from NAR. All waivers are granted on a limited, independent basis in the sole discretion of NAR.

Neither the Exhibition facility, NAR, nor the Official Contractor will be responsible for loss or damage to any property in storage, in transit to or from the Exhibition building, while in Exhibition building or for any loss of income as a result of any reduced sales due to such loss or damage. All property of the Exhibitor is deemed to remain under the Exhibitor's custody and control in storage, in transit to, from or within the confines of the Exhibition hall even though it may at times be under the temporary control of NAR or the Official Contractor. NAR provides no insurance coverage for Exhibitor's property and is not responsible for any loss of that property regardless of the cause. The terms of this Section 14 will survive the expiration or earlier termination of this Contract.

**15. SHIPPING INSTRUCTIONS.** Information on shipping methods and rates will be available online in the Exhibitor's Service Manual. The Exhibitor will ship, at its own risk and expenses, all articles to be exhibited in its booth. The Official Contractor will provide temporary storage for incoming freight, delivery to booth, removal, storage and return of empty crates and removal of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments must include the Exhibitor's name and booth number(s). Neither NAR nor Official Contract will be liable for any loss or damage to any property handled by NAR or Official Contractor under the terms of this Section 15.

**16. CONTRACTOR AND LABOR COORDINATION.** The Official Contractor will have control of all inbound and outbound freight to prevent congestion in the loading and unloading areas, in the aisles and in any freight traffic area. The Official Contractor will have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly set-up, management and dismantling of the Exhibition.

It is highly recommended that Exhibitor utilize the labor services of the Official Contractor to set up and dismantle its booth. If Exhibitor decides to use another contractor for these purposes, Exhibitor must provide written notification to NAR and the Official Contractor, at least 60 days prior to Exhibition set-up, of the contractor chosen by Exhibitor, along with proof of adequate liability insurance of the contractor. Booth number, name of Exhibitor and identification of the outside contractor must be included in Exhibitor's written notification.

**17. FIRE REGULATIONS.** Smoking is prohibited at all times in the Walter E. Washington Convention Center. Exhibitors must adhere to all Exhibitor Policies of the Convention Center as outlined below:

A.) Animals are not permitted in the Convention Center, except in conjunction with an approved exhibit, as service animals for individuals with disabilities, or to assist law enforcement personnel. All animals must have written authorization and approval by The Convention Center in conjunction with an approved exhibit. Animals approved must be on a leash, within a pen, or under similar control. Owner is fully responsible for obtaining all appropriate permits, sanitary needs for the animals and additional insurance requirements.

B.) All materials used for decorating, including drapes, curtains, table coverings, skirts, carpet, etc. must be flameproof retardant, or treated with an approved fire-retardant solution. Fire retardancy certificates are required and must always be on site. Random testing may be performed periodically by the District of Columbia Fire Marshal. Decorations and signage may not be taped, nailed, or secured to any permanent surface. Adhesive-backed decals or stickers may not be distributed anywhere by anyone in the building. Glitter is not allowed in the Convention Center. Confetti may not be used in carpeted areas of the Convention Center without prior written approval; additional cleaning fees will be assessed. All adhesive décor and window cling material, along with its placement, must be approved by The Convention Center a minimum of 30 days prior to the first move-in date. Dirt or similar elements used as part of an exhibit, must be fully removed by the final move-out date.

C.) Open flame devices such as lighted candles, lighters or sparklers are not permitted in exhibit booths.

D.) Helium balloons used to decorate a booth, must be pre-approved, tethered, and securely fastened to an object in a booth, on stage, etc. Additional fees apply for the retrieval of unsecured balloons. Helium tanks are not allowed inside The Convention Center. Helium balloons may not be distributed in the Convention Center. Balloons are not allowed to be used as promotional gifts or given to attendees.

E.) Water-based chemical fog, smoke machines and lasers are permitted, with advance approval by The Convention Center. Fog and smoke machines may not be operated in Common Areas that may affect other shows. Laser locations, with access to a water source, are permitted with advance notification. Schedules for use of fog and smoke machines, and lasers (inclusive of rehearsals and event times) must be submitted to the Event Manager 90 days prior to the first move-in day, to ensure appropriate inspections and ventilation measures are taken.

F.) The use of pyrotechnics is strictly controlled and monitored and must be approved in advance by The Convention Center. Exhibitors requesting the use of pyrotechnics, must hire a federally licensed pyrotechnics contractor, and must obtain all relevant permits from the DCFD Fire Prevention Division, and submit to Event Management.

G.) Exhibit booths that are multi-story, covered assembly areas (i.e., conference areas or theatres), or storage closets, are permitted in the exhibit halls, provided the following regulations are met:

a. Enclosed areas must be protected by audible smoke detectors.

b. Enclosed areas must contain a porous roof or cover, in order for The Convention Center's sprinkler system to activate, in case of an emergency.

c. Enclosed areas must display a charged fire extinguisher, minimum rating of 3A40BC. A fire prevention attendant must be on duty at all times that the exhibit hall is closed, from move-in to

move-out.

d. Maximum occupancy of the second floor, load-bearing areas: One person per 15 sq. ft. of floor space, not to exceed 25 persons; maximum occupancy numbers must be visibly posted.

e. Two means of egress are required from each load bearing area, covered or uncovered assembly, in excess of 400 sq. ft., unless otherwise approved by The Convention Center.

f. Copies of exhibit plans must be submitted to Show Management at least 90 days prior to installation, certified and sealed by a licensed structural engineer or licensed architect. Plans will be reviewed by The Convention Center and subsequently the DCFD Fire Prevention Division for approval. If the compliance regulations are not met, The Convention Center has the authority to end the work and prohibit occupancy.

H.) Liquid or gas-fueled vehicles, equipment, boats or other motorcycles must adhere to the following regulations when displayed or stored inside The Convention Center:

a. Batteries must be disconnected.

b. Maximum fuel allowed: not to exceed one-quarter tank or five gallons (19L), whichever is less.

c. Fuel tanks and fill openings must be closed and sealed to prevent tampering (duct tape is a viable option).

d. Vehicles on display may not be fueled or defueled in The Convention Center.

e. Show Management is responsible for obtaining a Vehicles on Display permit from DCFD and accountable for the enforcement action of this regulation. Failure to comply with any of the above requirements is the sole responsibility of Show Management.

**18. SOUND/MUSIC/LICENSING.** In general, Exhibitors may use sound equipment in their booth as long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other devices must be positioned so as to direct sound into the booth rather than into the aisle. SOUND and NOISE MAY NOT EXCEED 80 DECIBELS. SPECIAL WARNING: If the noise level is still disruptive after Show Management warnings, Exhibitor's equipment responsible for the noise violation will be disconnected/removed for the duration of the Exhibition.

A.) In the event Exhibitor plays recorded music in its assigned booth, Exhibitor warrants that it will have obtained appropriate licenses and the authority to use such copyrighted music, and that it will comply with all terms and conditions of said licenses. Exhibitor will not have any live musical performances at its booth.

B.) Exhibitor warrants further that it is the sole owner of all copyrighted materials appearing in its booth space, or in the alternative, that it has obtained appropriate licenses to display such materials.

C.) Exhibitor agrees to defend, indemnify, save and hold NAR, its officers, directors, representatives, members, contractors, employees and agents harmless from and against all claims, liabilities, damages, causes of action, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, brought against NAR arising out of (i) any alleged breach of the warranties made in this paragraph, and (ii) any other claim that activity by Exhibitor breaches the intellectual property rights of any third party. This section will survive the expiration or termination of this Contract.

**19. SECURITY.** Guard service will be provided by NAR at the Exhibition on a 24-hour basis from move-in through move-out. Reasonable precautions will be taken to protect property, but NAR cannot and does not insure the safety of persons or the protection of property. NAR will not be liable for any loss or damage to person or property hereunder.

**20. LIABILITY FOR DAMAGES OR LOSS OF PROPERTY.** Notwithstanding the guard service provided by NAR for purposes of general security in the Exhibition premises, Exhibitor will protect, indemnify and hold harmless NAR and its members, officers, directors, employees and agents, the Walter E. Washington Convention Center and the Official Contractor

(collectively, the "Indemnitees") from any and all liability, loss, damage, claim, cause of action, cost or expense including, without limitation, court costs and attorneys' fees by reason of any injury or injuries sustained by any persons or property or loss of property or income which might be derived therefrom occurring in or about the Exhibition premises or entrances thereto or exits therefrom, including, without limitation, those caused by or resulting from (a) Exhibitor's breach of the terms and conditions of this Contract, or (b) the negligence or willful misconduct of Exhibitor, its staff, employees, agents or contractors. Indemnitees will not be responsible or liable for any injury, loss or damage to any property or person brought in by the Exhibitor or otherwise located in the Exhibition premises. This section will survive the expiration or termination of this Contract.

**21. UNACCEPTABLE EXHIBITS.** The Exhibitor will not utilize any displays which NAR determines, in its absolute discretion, would endanger the person or property of the attendees or of Exhibitor or any other exhibitors at the Exhibition, are in bad taste, are liable to discredit or subject NAR to criticism or legal liability, are inconsistent with the stated purposes of NAR or the interest and welfare of its members, are inimical to the property rights of NAR, or violate any other provisions of this Contract. In the event NAR determines at any time that any exhibit may or does violate this paragraph and the Exhibitor is unable or unwilling to cure or correct such violation, NAR may terminate this Contract immediately and prevent erection of the exhibit or may remove or cause the exhibit to be removed at Exhibitor's expense, and Exhibitor hereby waives any claim for refund of the exhibit booth fee or other damages arising out of such termination and/or exhibit removal. If Exhibitor is uncertain whether an exhibit is in compliance with all regulations and requirements, contact NAR in advance.

**22. SOCIAL FUNCTIONS/SUITCASING/OUTBOARDING.** Exhibitor may only conduct social functions which do not conflict with scheduled programs or activities of the Exhibition. Exhibitor will not conduct or sponsor any banquet, breakfast, luncheon, party or other function for attendees, or for those who have been invited to attend the Exhibition during published Exhibition hours, without the prior written approval of NAR. Exhibitors and non-exhibitors who solicit in the aisles, or anywhere else on the Exhibition property outside the exhibit hall, or support any event within the venue that is hosted by a non-exhibiting supplier, without NAR's approval, may be subject to penalties that include, without limitation, cancellation/closure of Exhibitor's exhibit space from the Exhibition without refund, loss of space selection priority points, and/or denial of Exhibitor's application for exhibition space for the next two (2) years. Non-exhibitors will be asked to leave the Exhibition, without refund of any monies paid, and will not be allowed to attend the event for two (2) years from the year of the infraction.

**23. FAILURE TO OCCUPY SPACE.** Assigned booth space not occupied at the Walter E. Washington Convention Center by 9:00 a.m. Monday, June 2, 2025, will be forfeited by the Exhibitor, and such space may be resold, reassigned, or used by NAR without refund, unless a written request for delayed occupancy has been received and approved in writing in advance by NAR. Failure to notify NAR in writing of any cancellation prior to 9:00 a.m. Monday, June 2, 2025, may be cause for denial of exhibit space in future trade exhibitions. Upon any such cancellation, NAR will retain any deposits previously made.

**24. SUBLETTING BOOTH SPACE AND ARTICLES OF EXHIBIT.** Exhibitor may not assign, sublet, or apportion all or any part of its contracted booth space, nor may Exhibitor cause or permit the advertisement, display, promotion, sales or marketing of products or services in its booth(s) other than those manufactured, distributed or sold by the Exhibitor in the regular course of business and identified in this Contract. Exhibitor may change, add or delete a product or service to be displayed in its booth only with NAR's prior written permission, which will not be given without at least eight weeks' prior written notice to NAR of such change.

**25. ADVERTISING MATERIAL.** The Exhibitor agrees that the use or distribution of any advertising materials or souvenirs during the Exhibition will be subject to prior written approval of NAR. Except as otherwise provided, NAR will not endorse, support or be liable for the claims made by the Exhibitor as to the qualities or merits of its products or services, and no advertising or mention will indicate, claim or suggest such endorsement or support. All hand-outs must be distributed from within the exhibit booth(s). The terms of this section will survive the expiration or earlier termination of this Contract. See also Paragraph 27 hereof concerning registered trademarks owned by NAR.

**26. PROMOTIONS, MODELS, LITERATURE AND PROMOTIONAL ITEMS DISTRIBUTION.** Uniformed attendants, costumed staff, models and other employees must be dressed in good taste and remain in booth space occupied by their employers. In addition, robots and remote-controlled equipment must remain in the booth space occupied by their owner. Logo apparel is permissible on staff; however, anything beyond a logo or company name, such as a marketing message or wearable billboard advertisement, that extends outside of Exhibitor's rented booth space must be covered. Any and all distribution of literature or other promotional items must be made from the Exhibitor's rented booth space and no distribution is to be made to the individual booths of other exhibitors. Furthermore, exhibiting trade publishers are prohibited from soliciting advertising in the Exhibition aisles. They may distribute their own trade publications from Exhibitor's rented booth space.

**27. REALTOR® MARKS.** Exhibitor hereby acknowledges that NAR is the sole and exclusive owner of the trademark rights in the collective membership marks REALTOR®, REALTORS®, REALTOR-ASSOCIATE®, National Association of REALTORS®, the REALTORS® Logo, and the Conference Theme and Graphic (collectively, "NAR Marks"). Exhibitor will endeavor to ensure that the NAR Marks are used, both in written and oral form, only in accordance with the policies and guidelines of NAR relating to such use and, further, that the NAR Marks will never be used interchangeably with "real estate agent" or "real estate broker" or in any context that suggests that a person may be a REALTOR® without reference to membership status in NAR. Exhibitor will not use or attempt to use or register any of the NAR Marks as part of any domain name or web site name. Exhibitor will not, either in written or oral form, use the NAR Marks or any marks similar thereto, or any other marks owned by NAR or its affiliates or subsidiaries, without the advance written permission of NAR. Exhibitor will review and follow the NAR trademark policies and guidelines located at: <https://www.nar.realtor/mmm>. Exhibitor will cease any use or modify any use of the NAR Marks upon request by NAR. This Section will survive expiration or termination of this Contract.

**28. FUNCTION SPACE.** Exhibitor agrees the Walter E. Washington Convention Center WILL NOT provide and Exhibitor WILL NOT seek space from the Walter E. Washington Convention Center for display or exhibition purposes other than that provided by NAR under this Contract. No display or exhibition space will be available at any other hotel. Exhibitor's use of hospitality rooms will be subject to prescribed regulations and will not be allowed during Exhibition business sessions. Any space request for group functions on an individual basis must be coordinated with NAR through its Meetings Division; Stacy.Kyle@wearemci.com for more information. All requests must be received prior to March 3, 2025, using the Exhibitor Meeting Request form found in the Exhibitor Kit.

**29. MISCELLANEOUS.** The Exhibitor expressly agrees to be bound by all the terms, conditions and specification herein listed and by the Booth Regulations established by NAR and as from time to time thereafter modified, and expressly agrees that this Contract contains the entire agreement between the parties hereto and supersedes any prior agreement, written or oral. This Contract will be interpreted under the laws of the United States and the State of Illinois. Any dispute arising out of or relating to this Contract will be filed and adjudicated in the appropriate Federal or State

Court located in Cook County, Illinois. The terms of this section will survive the expiration or earlier termination of this Contract.

**30. RESERVATION OF RIGHT TO MAKE CHANGES.** Any matters not specifically covered herein are subject to decision by NAR. NAR reserves the right to make such changes, amendments and additions to these terms as are considered advisable for the proper conduct of the Exhibition, with the provision that Exhibitor will be advised in writing of such change.

**31. SEVERABILITY.** In the event that any of the provisions of this Contract are held to be unenforceable by a court or arbitrator, the remaining portions of this Contract will remain in full force and effect, but only to the extent that giving effect to the remaining provisions hereof is in accordance with the intent of the parties. The terms of this section will survive the expiration or earlier termination of this Contract.

**32. NO WAIVER OF RIGHTS.** All waivers must be made in writing, and failure at any time to require the other party's performance of any obligation under this Contract will not affect the right subsequently to require performance of that obligation. No waiver or any breach of any provision of this Contract will be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision. The terms of this section will survive the expiration or earlier termination of this Contract.

**33. RELATIONSHIP BETWEEN THE PARTIES.** The parties to this Contract are independent contractors, and this Contract will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

**34. EXECUTION.** This Contract may be signed in counterparts, and a signature sent by facsimile or e-mail will have the same effect as an original signature.