

Exhibitor hereby agrees to be bound by the "Rules and Regulations of the Exposition." Exhibitor further agrees to adhere to and be bound by:

- (i) all applicable fire, utility, and building codes and regulations;
- (ii) any rules or regulations of the facility where the exhibition is held;
- (iii) the terms of all leases and agreements between NPMA and the managers or owners of said facility, or between the Sponsor and such managers or owners
- (iv) the terms of any and all leases and agreements between NPMA and any other party relating to the Exposition.

Exhibitor shall not be, nor shall Exhibitor permit others to do anything to the Booth or do anything in the facility where the Exposition is held, or bring anything into said facility, which would cause a difference in conditions from those previously approved by the insurance carriers of **NPMA or the owners or managers of said facility, which will in any way increase premiums payable by any of said parties for fire insurance on said facility or any property therein. Notwithstanding any other remedy available against Exhibitor, Exhibitor agrees to pay on demand by any of said parties any such increase resulting from a violation of this section.**

**Space Assignments.** NPMA shall use its best efforts to locate the Booth in one of the locations designated by Exhibitor on the front side hereof, to provide physical separation of the Booth from the Booths of those competitors from whom Exhibitor has requested such separation on the front side hereof. *Notwithstanding the above, NPMA reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary.*

**In the event PestWorld 2021 is held virtually.** NPMA will transfer your booth purchase over to the exhibitor package that most closely matches your booth size purchased.

**Payment.** Exhibitors that are an adjunct or subsidiary of member companies, **but are not members of NPMA shall pay the non-member exhibit rates.** If full payment is not received by June 1, 2021 — NPMA reserves the right to release your space and put up for resale.

**Hospitality Suites and Special Events.** Hospitality suites and special event space at the headquarters hotel will be registered to the Exhibitors and event sponsors. Hospitality Suites and special events shall not be open during regularly scheduled hours of meetings, exhibits or other PestWorld functions.

**Exclusion.** NPMA shall have the right to exclude or to require modifications of any display or demonstrations, which in its sole discretion, it considers unsuitable to or not in keeping with the character of the Exposition. NPMA shall have the right to prohibit the use of amplifying equipment or music, which, in its sole discretion, it considers objectionable. NPMA shall have the right to demand modifications of the appearance or dress of persons or mannequins used in connection with displays or demonstration.

**In the event PestWorld 2021 is held virtually.** Exhibitor is required to use virtual booth template provided by NPMA. Any changes to the template background, booth size/layout, or screens are not permitted. NPMA has the right to revert any unapproved changes back to the original template provided. Exhibitor will be given warning when this rule has been broken and be allowed the opportunity to make the appropriate changes before NPMA intervenes.

**Assignments and Sublease.** Exhibitor shall not sub-let the Booth assigned by NPMA nor shall Exhibitor assign this Lease in whole or in part.

**Liability and Insurance.** This agreement shall not constitute or be considered a partnership, employer-employee relationships, joint venture or agency between NPMA, managers or owners of said facility and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend NPMA, managers or owners of said facility from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but limited to cost, interest and attorney's fees) which NPMA, managers or owners of said facility may incur, suffer, be put to, pay or be required to pay incident to arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, servants, or agents.

Exhibitor further agrees that NPMA, managers or owners of said facility and its respective agents and employees shall not be responsible, in any way, for (i) damage, loss or destruction of any property of Exhibitor or (ii) injury to Exhibitor or its representatives, agency, employees, licensees or invitees.

Exhibitors are advised to obtain insurance policies covering the transportation of exhibit materials to the Exposition, during the Exposition, and return. Exhibitors must also have public liability, bodily injury and property damage insurance with limits of at least \$1 million. Such insurance shall name NPMA and the facility as additional insureds. Upon request, Exhibitor shall provide a certificate of insurance to NPMA or may be barred from the Exposition. Exhibitors are also advised to consider purchasing event cancellation insurance to protect against any losses in connection with the Force Majeure clause below.

**Protection from Disputes and Litigation.** Notwithstanding any other provision of this Agreement, Exhibitors that are currently, or have previously been, involved in claims or litigation against each other, shall not involve NPMA and its respective employees, agents and representatives in any manner in their dispute, regardless of the factual or legal basis upon which the existence of such liability is asserted. Any Exhibitor that does so shall be responsible for all costs incurred by NPMA in defending against such involvement or action, including reasonable legal fees and expenses. NPMA will not eject, cancel, or remove an exhibitor from their contracted space due to current legal disputes or litigation, unless presented with legally binding documentation evidencing a decision has been made in a court of law (and the exhibitor seeking such action shall agree in advance to pay NPMA's legal costs for such review as well as indemnify and hold NPMA harmless from any claim by the exhibitor against which action is requested). When asked, NPMA will make every effort to relocate competing or conflicting parties to locations in the hall away from the each other's location.

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**Cancellation or Postponement of In-Person Exposition.** In the event that the Exposition is postponed due to any occurrence not occasioned by the conduct of NPMA or Exhibitor, whether such occurrence by an Act of God or the common enemy or the result of war, riot, civil commotion, pandemic or communicable disease, government regulation or limitation on gatherings, sovereign conduct, or the act of conduct of any person or persons not party or privy to this Lease (each a "Force Majeure Event"), then the performance of the parties under this agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that NPMA cancels the in-person Exposition and does not host a virtual Exposition, the obligations of the parties under this Agreement shall be automatically terminated and all rental payments made under this Lease shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by NPMA in connection with the Exposition.

**In the event PestWorld 2021 is held virtually.** In the event that PestWorld 2021 is held via a virtual venue due to a Force Majeure Event causing NPMA to cancel the in-person Exposition, Exhibitor acknowledges said change in venue is not a cancellation of event, and Exhibitor will continue to adhere to stated regulations as outlined in this contract. If the substitute virtual Exposition is also cancelled in NPMA's sole discretion due to a Force Majeure Event, or because it is not otherwise feasible or economical, the obligation of the parties under this Agreement shall be automatically terminated and all rental payments made under this contract shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by NPMA in connection with either the in-person Exposition and/or the virtual Exposition.

**Handling and- Storage.** NPMA and the owners or managers of the facility where the Exposition is to be held shall not accept or store display materials or empty crates and Exhibitor shall make its own arrangement for shipment, delivery, receipt and storage of such materials and empty crates. Such arrangement may be made through the Official Drayer if desired, and Exhibitor shall in any event provide the Official Drayer with copies of all bills of lading. All shipments and deliveries to the Exposition shall be prepaid. Exhibitor shall not incur any obligation to the Official Drayer merely by reason of providing copies of any bill of lading. All shipments and deliveries to the Exposition shall be prepaid. Exhibitor shall not incur any obligation to the Official Drayer merely by reason of providing copies of any bill of lading hereunder.

**Cancellation of Contract.** Cancellations by the exhibitor of booth space contracts must be received in writing. Cancellations received before June 1, 2021 will be refunded, **less a cancellation and processing fee of Five Hundred Dollars (\$500.00) per one hundred (100) square feet of space rented.** **No refund will be made of the deposit and subsequent payment if notice of cancellation is received after June 1, 2021.**

**In the event PestWorld 2021 is held virtually.** Any changes made to the cancellation cutoff date will be communicated to exhibitors. Exhibitors will be given ample notice of a change in cancellation date as a result of a change to a virtual venue. Exhibitors hereby agree to accept the stated cancellation policy above with the understanding that in the event PestWorld 2021 moves to a virtual platform the cancellation policy will remain the same.

**Security.** NPMA shall provide twenty-four (24) hour guard service throughout the installation of exhibits and booths, closed hours, and dismantling of exhibits and booths. Please note, this is perimeter security only. Exhibitor is still responsible for their equipment and materials.

**Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by the parties hereto.

**Partial Invalidity.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Captions.** All captions as to contents of the particular provisions hereof are intended for convenience of reference only and are not to be considered in construing this instrument.

**Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

**Facility Hold Harmless Clause.** Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and save harmless the MGM Grand and their respective partners, directors, officers, employees and agents "the Indemnities" against all claims, losses and damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, or occupancy or use of the exhibition premises or part thereof, excluding any such liability caused by the sole negligence of the Indemnities. In addition, Exhibitor acknowledges that neither the MGM Grand nor any of the other Indemnities maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses of Exhibitor.

**Use of Space.** Vendors may use exhibit booths provided they can be accommodated within their individual exhibit space and do not violate fire safety laws. Exhibits must be constructed so as not to obstruct the general view or the view of neighboring exhibits. Interference with the lighting and space of other exhibitors is prohibited. NPMA reserves the right to restrict exhibits that, because of method of operation, materials, or for any reason, become objectionable. All sound equipment must be regulated so that it does not disturb neighboring exhibits or the conference sessions. NPMA reserves the right to determine at what point sound constitutes interference with others and must be discontinued. Due to licensing and copyright regulations by ASCAP/BMI regarding music at public meetings, conventions and shows, exhibitors may not play music during the exhibition, either live or recorded. Attendants, models, and other employees and representatives of Exhibitor must confine their activities to the contracted exhibit space. All solicitation, demonstration and other promotional activities (including mascots/ characters/hired entertainment) must be confined to the limits of the contracted exhibit space. NPMA reserves the right to remove exhibit personnel or remove an exhibitor from their contracted space without a refund if NPMA find an exhibitor is in violation of the above conduct guidelines. Exhibitor personnel and representatives may not enter the exhibit space or loiter in the area of another exhibitor without permission from that exhibitor, and at no time may anyone enter an exhibit space that is not staffed. Violators may be ejected from the Show. Exhibitor shall not photograph or video an exhibit or product of another exhibitor unless such photography or videography is approved in writing by the other exhibitor or NPMA. Booths must be staffed during all Show hours. No area of the Facility shall be used for any improper, immoral, illegal or objectionable purpose.

**Buyer Activities.** Exhibitors are not permitted to host or sponsor any event off the Show floor that attracts buyers during exhibit hours unless such event is approved in writing by NPMA.

**Outboarding.** “Outboarding” occurs when a company that is eligible to exhibit at the Show does not exhibit, but hosts buyers at a venue away from the Show during set-up days or Show days. Companies that engage in outboarding may be prohibited from exhibiting at the Show for one to three years as determined by NPMA and may be subject to loss of seniority points. Registration credentials will not be issued to any employee of a company prohibited from exhibiting due to outboarding.

**Professional Conduct and Attire.** Exhibitors should adhere to professional standards of behavior. All Exhibitor personnel and their contractors must wear appropriate apparel at all times. This requirement prohibits, among other items, bathing suits, thongs, lingerie, excessively short skirts, painted bodies and transparent apparel. NPMA reserves the right to make determinations on appropriate apparel. Business or business casual attire is recommended. Exhibitors who are uncertain with regard to compliance with the appropriate apparel and entertainment regulations are encouraged to consult with NPMA in advance of the Show.

**Character of Display.** Any materials not in keeping with the –character and standards of NPMA may not be distributed or utilized by any exhibitor. NPMA reserves the right to prohibit or evict any exhibit that, in the opinion of NPMA, detracts from the general character of the exhibition as a whole. This reservation includes persons, things, conduct, printed matter or anything of a character that NPMA finds objectionable. In the event of such restriction or eviction, NPMA and its employees and agents shall not be liable for any refunds of rentals or other exhibit expenses.

**Care of Exhibitor Space.** Exhibitor must keep their booth clean, manned, and in good order. Exhibitor must leave their booth space in good order after the booth has been dismantled at the close of the show, and shall break down and dispose of all cardboard boxes and refuse. If Exhibitor fails to dispose of cardboard boxes and refuse, Exhibitor shall incur a mandatory clean-up fee of \$50.

**Damages.** Exhibitor is liable for any damage caused to the building floors, walls, curtains, drapes, standard booth equipment, or another exhibitor’s property.

**Unoccupied Space.** If Exhibitor fails to occupy space contracted by the opening of the show or fails to comply in any other respect with the terms of this agreement without prior permission from NPMA, then NPMA shall have the right to use such space in any manner without releasing exhibitor from paying the sum agreed upon in the exhibitor contract.

**Exhibitors are accepted at the sole discretion of NPMA staff. Exhibitors shall not indicate or imply any endorsement by NPMA or its officials.**

I have reviewed and accept these Codes & Agreements. \_\_\_\_\_ *(Initial Here)*