

SHARED EXHIBIT SPACE APPLICATION/ CONTRACT/ MEMBERSHIP APPLICATION

All Exhibitors must be current Commercial, Affiliate Commercial or Service Provider Members of NAMM



Summer NAMM 2012

July 12-14, 2012 • Nashville Convention Center • Nashville, TN

Initial Assign. Deadline: March 9, 2012

Initial Assign. Complete: May 4, 2012

Final Booth Payment: May 25, 2012

Booth Cancellation: May 25, 2012

EXHIBITOR INFORMATION (Must Be Completed—For Internal NAMM Use Only)

LEGAL Company Name or DBA _____

(If name has changed, please provide government-issued document)

Address _____

Check box if this is a new address

City _____ State _____ ZIP _____ Country _____

Telephone _____ Fax _____

General email _____ Web site _____

PLEASE CHECK APPROPRIATE BOX(ES)

Sharing space with (specify Principal Exhibitor): _____

New Exhibitor to Summer NAMM (current NAMM Member)

New Exhibitor (not a current NAMM Member)

A non-refundable annual membership fee is due and payable at the time of application (see payment information below). All new applicants must provide the following information. Additional documentation may be required.

- Legal documents confirming your company name
- Literature describing the products you intend to display

Type of Company:

- | | |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <input type="checkbox"/> Importer/Exporter | <input type="checkbox"/> Manufacturer Selling Direct to Consumer |
| <input type="checkbox"/> Manufacturer Selling to Distributor | <input type="checkbox"/> Manufacturer Selling to Retailer |
| <input type="checkbox"/> Manufacturer Selling to Consumer Manufacturer (OEM) | <input type="checkbox"/> Publisher (printed materials or Web-based reference) |
| <input type="checkbox"/> Publisher (products sold through retailers to consumers) | <input type="checkbox"/> Service Provider |
| <input type="checkbox"/> Wholesale Distributor | |

Year Established: _____ Total # of Employees: _____

PAYMENT INFORMATION – Non-Refundable Processing Fee: \$75

Application will not be processed until page 2 is completed and signed.

Membership Dues: \$195 annually for Manufacturers of Musical Instruments/Products, Distributors, Import/Export and Publishers. All others \$600 annually.

If your membership expires before July 14, 2012, your annual membership dues will be charged to the credit card provided below.

Applicants from Outside the United States: Payment by check will be accepted only in the form of cashier's check or money order in U.S. funds drawn on a U.S. bank. Wire transfers and credit cards are also accepted.

Credit Card: VISA MasterCard AmEx

Card Number _____ Exp. Date _____

Cardholder's Name _____

Cardholder's Billing Address _____

Make checks payable to: **NAMM**

Check Number _____

Amount _____

Final payment is due May 25, 2012. Exhibit fees not paid by **May 25, 2012**, may subject your application to cancellation without refund.

National Association of Music Merchants:

Bank Name: Union Bank of California
Bank Address: 840 Carlsbad Village Drive, Carlsbad, CA 92008
Bank Phone: 760.729.7944
Transit/Routing: 122000496
Swift #: BOFCUS33MPK
Account #: 2300003187
Instructions: For Credit To:
National Association of Music Merchants
5790 Armada Drive, Carlsbad, CA 92008
Purpose: Trade Show Booth (**Your Company Name Here**)

ALL PAYMENTS MUST BE MADE IN U.S. DOLLARS

SHARED EXHIBIT SPACE APPLICATION/CONTRACT ONLY

CONTACT INFORMATION (Must Be Completed—For Internal NAMM Use Only—All Trade Show information will be sent to this address)

Trade Show Contact	Title		
Mailing Address			
City	State	ZIP	Country
Direct Telephone		Direct Fax	
Direct email			
Show Site Emergency Contact		Cell	

Brand Names Only (No product description; limited to 20 brands). All companies/brands whose products are shown in your exhibit must be current NAMM Members. All sharing companies must complete a shared space application/contract.

Same as 2011 Summer NAMM

SHOW DIRECTORY LISTING INFORMATION

Same as 2011 Summer NAMM

Company Name	Alphabetize Under Letter
<small>(Name to be also used for trade show badges and exhibit signage. Must be legal name or established "dba.")</small>	
Address	
City	State ZIP
Country	Telephone (optional)
Fax (optional)	Toll-free (optional)
Email (optional)	Web site (optional)

<input type="checkbox"/> Audio & Recording <input type="checkbox"/> Accessories <input type="checkbox"/> Cables <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Headphones <input type="checkbox"/> Karaoke <input type="checkbox"/> Loudspeakers <input type="checkbox"/> Microphones <input type="checkbox"/> Synthesizers <input type="checkbox"/> Brass <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Instruments	<input type="checkbox"/> Computer <input type="checkbox"/> Cases <input type="checkbox"/> Hardware <input type="checkbox"/> Software <input type="checkbox"/> DJ <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Mixing Consoles <input type="checkbox"/> Fretted Instruments <input type="checkbox"/> Accessories <input type="checkbox"/> Acoustic <input type="checkbox"/> Amplifiers <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Electric <input type="checkbox"/> Ukuleles	<input type="checkbox"/> Keyboards <input type="checkbox"/> Accessories <input type="checkbox"/> Accordions <input type="checkbox"/> Acoustic Pianos <input type="checkbox"/> Cases <input type="checkbox"/> Digital Pianos <input type="checkbox"/> Electronic Keyboards <input type="checkbox"/> Organs <input type="checkbox"/> Lighting <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Cinematography <input type="checkbox"/> Projection <input type="checkbox"/> Software <input type="checkbox"/> Special Effects <input type="checkbox"/> Staging/Truss	<input type="checkbox"/> Media <input type="checkbox"/> Instructional <input type="checkbox"/> Periodicals <input type="checkbox"/> Print <input type="checkbox"/> Software <input type="checkbox"/> Video <input type="checkbox"/> Musical Education Resources <input type="checkbox"/> Musical Novelties & Gifts <input type="checkbox"/> Percussion <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Cymbals <input type="checkbox"/> Drums	<input type="checkbox"/> Retail Support <small>(Financing, Store Fixtures, Business Software)</small> <input type="checkbox"/> String & Bow <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Instruments <input type="checkbox"/> Woodwind <input type="checkbox"/> Accessories <input type="checkbox"/> Cases <input type="checkbox"/> Components <input type="checkbox"/> Harmonicas <input type="checkbox"/> Instruments
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Exhibitor Name, Identification (please print) and Signature. By signing below, the signer certifies that he/she has the authority to sign the contract and bind the company listed to the **NAMM Show Terms and Conditions and Rules and Regulations.**

I have read and understand the Terms and Conditions listed on pages 3 through 6.

Legal Company Name or DBA _____

Name _____ Title _____

Authorized Signature **X** _____

(Signature is required to bind contract.) You are authorizing NAMM to communicate with your company by fax (as well as email, mail and phone).

SHARED EXHIBIT SPACE APPLICATION/CONTRACT ONLY

TERMS AND CONDITIONS

Please Read Entire Contract Carefully

Please view the exhibitor manual online at

www.namm.org

All Exhibitors and their representatives participating in 2012 Summer NAMM over the dates of July 12-14, 2012 are required to comply with and abide by the terms and conditions ("Terms and Conditions") stated in this Shared Exhibit Space Application/Contract ("Contract"), as well as the rules and regulations ("Rules and Regulations") and the Exhibitor Services Manual ("Exhibitor Services Manual") which are fully incorporated by reference herein, and can be accessed on-line at www.namm.org.

In consideration of the promises and the mutual covenants contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Exhibitor agrees as follows:

DEFINED TERMS: The term "Event" means 2012 Summer NAMM, currently scheduled to be held July 12-14, 2012 (the "Event Dates") at the Nashville Convention Center, Nashville, TN or other Exhibition Facility/ies (as defined herein). The Event is owned, produced, sponsored and managed by the National Association of Music Merchants, Inc. (d.b.a. NAMM, The International Music Products Association®), located at 5790 Armada Drive, Carlsbad, CA 92008. The term "NAMM" means NAMM, The International Music Products Association® and its officers, directors, employees, agents, affiliates, representatives, successors and assigns, unless the context requires otherwise. "Primary Exhibitor" means (i) the company/s that applied for and/or was granted exhibit space, individually or shared, at the Event and (ii) has entered into an Exhibitor Space Contract with NAMM. "Exhibitor" means, severally and jointly, the company/s that applied for and/or was granted the right to share a Primary Exhibitor's contracted exhibit space at the Event and agrees to enter into this Shared Space Contract upon acceptance by NAMM in the manner stated below and each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. "Exhibit Space" or "Shared Exhibit Space" means the exhibit space assigned to Exhibitor pursuant to this Contract and the Primary Exhibitor's Exhibit Space Contract, as applicable. NAMM and Exhibitor are collectively referred to in this Contract as the "Parties" and "Party" in the singular. The term "Exhibition Facility" or "Exhibition Facilities" means the exhibition/convention venue/s where the Event will be held, including but not limited to the Nashville Convention Center and any other venues used for the Event.

RULES AND REGULATIONS/Exhibitor Services Manual: Please read Summer NAMM - Event Rules and Regulations (the "Rules and Regulations"), the rules and regulations of the Exhibition Facility and the Exhibitor Services Manual posted on-line at www.namm.org, which set forth important terms, including but not limited to, the use of the Exhibit Space, Exhibitor's conduct, particularly sound-control regulations, liability provisions, use of Intellectual Property, a covenant not to sue NAMM, an agreement to indemnify NAMM, and other rules and regulations related to the Exhibit Space and the Event. In addition to the Rules and Regulations posted on-line at www.namm.org, the Exhibitor Services Manual includes additional information integral to participation at the Event, including but not limited to: official contractor order forms, registration, shipping delivery and storage of shipments, freight handling (drayage), utilities, electrical and building services/regulations, exhibitor display rules, installation/dismantle Exhibit Space labor to be supplied by NAMM's official service contractors; and move-in/move-out schedule, official Event schedule and hours

of operation, rental of furniture, additional services and other Event information necessary to aid Exhibitors.

QUALIFICATIONS OF EXHIBITOR: All Exhibitors must be current Commercial, Affiliate Commercial, or Service Provider Members of NAMM as of the date this Shared Exhibit Space Application/Contract is submitted for consideration and throughout the Event Dates. Exhibitor agrees to be bound by NAMM's bylaws. NAMM, at its sole discretion, will determine whether a prospective Exhibitor is eligible to participate in the Event. Eligibility is generally limited to companies, firms or entities actively and legitimately engaged in the business of manufacturing, distributing or selling at wholesale merchandise, materials, services or supplies in the music products industry. Members and/or Exhibitors whose products or services involve used musical products (as opposed to the restoration of musical products to the value of similar new products) or entail the mere refurbishment of used products are not eligible to exhibit in the Event. Dues for Commercial and Affiliate Commercial Members are \$195 annually. Service Provider Member dues are \$600 annually.

Only upon Exhibitor's submission of this Shared Exhibit Space Application/Contract, 100% of the non-refundable Shared Exhibit Space Processing Fee, and written approval of Principal Exhibitor, will this Shared Exhibit Space Application/Contract be considered for approval and assignment. Exhibitor understands and agrees that offers made by NAMM to Principal Exhibitor as to location of Exhibit Space are based on current policy and not a location guarantee, therefore the actual amount and location of the Exhibit Space assigned to Principal Exhibitor and Exhibitor will be determined by NAMM, at its sole and absolute discretion, based on information provided in the Contract and applying the Exhibit Space Assignment procedures described in the Principal Exhibitor's Exhibit Space Contract and on NAMM's Web site. If Principal Exhibitor objects to the assigned Exhibit Space, Principal Exhibitor, not Exhibitor, must contact NAMM's authorized representative within 15 days of the date of NAMM's acceptance of the Contract. Upon such notification NAMM will attempt, in good faith, to resolve Principal Exhibitor's objection. However, Principal Exhibitor's Exhibit Space Contract will be effective on the date of acceptance by NAMM, any objection to Exhibit Space assignment notwithstanding.

CONTRACT ACCEPTANCE/EFFECTIVE DATE OF CONTRACT: NAMM intends to assign Exhibit Space in the manner most conducive to the essential purposes of the Event: to further the dissemination of information and ideas between buyers and sellers; to promote the music industry as a whole; to stimulate growth, fair and honest competition and excitement in the music industry; and to foster and encourage communication and a collegial attitude among Members. This Shared Exhibit Space Application/Contract will be deemed an application for Shared Exhibit Space until it is expressly accepted by NAMM as stated herein. NAMM's depositing of Exhibitor's Shared Exhibit Space Application/Contract Processing Fee does not constitute acceptance of this Contract or guarantee a right to exhibit in the Event. NAMM reserves the right to reject any and all proposed Shared Exhibit Space Application/Contract for any reason or for no reason. This Contract will only become binding and effective when (i) Exhibitor has signed this Exhibit Space Application/Contract, (ii) all Exhibit Space Cost payments are made as required herein, and (iii) NAMM's duly authorized representative expressly accepts this Exhibit Space Application/Contract on behalf of NAMM by sending to Exhibitor an official confirmation letter by email, fax or mail.

Upon effectiveness, Exhibitor agrees to use the assigned Shared Exhibit Space in accordance with the Rules and Regulations. Further, NAMM reserves

the right, at its sole discretion, to add, alter, downsize, delete or modify (i) Principal Exhibitor's Exhibit Space, (ii) Event's exhibition space floor plan at any time, and/or (iii) to move Principal Exhibitor and Exhibitor to another Exhibit Space location prior to or during the Event, without prior notice.

PRODUCTS & SERVICES DISPLAYED: All Companies who manufacture musical instruments/products which are being exhibited/displayed at Summer NAMM (whether displayed/exhibited by themselves or by their distributors, agents or contracted representatives) must be current Members of NAMM. Exhibitors may display or exhibit only products and services comprised of materials, equipment, technology, apparatus, systems and other component products or services relevant to the music and music products industry/s or field/s or as otherwise permitted at NAMM's sole discretion. Products displayed by Exhibitors shall promote the Event's purpose and shall not be in violation of any applicable law, offensive to or disparaging of Event attendees, other Exhibitors or Members or their products.

NAMM reserves the right to require an Exhibitor to submit, with the Shared Exhibit Space Application/Contract, a comprehensive description of the nature of its business and/or photographs, samples or drawings of the product(s) or services Exhibitor intends to exhibit, display, advertise or promote at the Event. NAMM may, at its sole discretion, prohibit an Exhibitor from exhibiting/displaying any products or services that are not consistent with the purposes set forth in this Contract. NAMM reserves the right of final approval as to which publications Exhibitors are allowed to display or distribute within their Shared Exhibit Space. NAMM reserves the right to require immediate removal of an Exhibit or its contents, if such products or services materially vary from the description, photographs, samples or drawings submitted by Exhibitor. Further, misrepresentation of Shared Exhibit Space eligibility is grounds for revocation of NAMM membership and Exhibitor's right to participate in the Event without notice or hearing.

EXHIBIT SPACE COST AND PAYMENT:

Exhibitor agrees to pay the \$75 Processing Fee in full upon submission of the Shared Exhibit Space Application/Contract by means of cash, money order, company check, cashier's check, certified check (U.S. funds drawn on a U.S. bank), wire transfer, VISA, MasterCard or American Express. This Processing Fee is not refundable under any circumstances, including without limitation non-acceptance of this Shared Exhibit Space Application/Contract by NAMM.

Exhibitor must provide written notification of cancellation of Shared Exhibit Space to NAMM. Exhibitor agrees that should it cancel its Shared Exhibit Space for any reason, the Processing Fee is not refundable. The date of cancellation shall be the date NAMM receives the notice. NAMM assumes no responsibility for having included the name of the cancelled Exhibitor or description of its products or services in the Show Directory, brochures, news releases or other material relating to the Event. The use of exhibit personnel badges is forfeited immediately upon cancellation of Shared Exhibit Space.

PLACEMENT/ASSIGNMENT OF EXHIBIT SPACE POLICY: In order to facilitate the exchange of product information for the benefit of Members, and to foster show access for new products and manufacturers NAMM believes that it can best serve the needs and interests of its Members and Exhibitors by retaining the ability to adapt to an ever-changing music industry. Changes in show sites, convention hall configurations, or industry product mix, as well as the emergence of new products or manufacturers, render impractical any rigid formula for space allocation. NAMM retains the flexibility to act at its discretion with regard to changing circumstances. Therefore,

SHARED EXHIBIT SPACE APPLICATION/CONTRACT ONLY

NAMM will assign Shared Exhibit Space only after NAMM's approval of the Principal Exhibitor's Exhibit Space Contract (which NAMM, at its sole discretion, may amend, modify, alter, cancel or repeal).

TERMINATION: NAMM reserves the right to immediately terminate this Contract if (i) Principal Exhibitor fails to pay all Exhibit Space Cost in accordance with the schedule set forth herein, and/or Shared Exhibitor (ii) fails to perform any material Terms and Conditions of the Contract, or (iii) refuses to abide by NAMM's or the Exhibition Facility's respective Rules and Regulations. Further, NAMM reserves the right to refuse Exhibitor permission to move in and set up an Exhibit if Principal Exhibitor is in arrears of any payment due to NAMM. Additionally, such actions may jeopardize Exhibitor's ability to exhibit at future NAMM Shows. Notwithstanding anything herein to the contrary, NAMM reserves the right, at its option, to terminate this Contract and/or the Primary Exhibitor's Exhibit Space Contract without cause (for any or no reason) at any time, without liability or further obligation to Exhibitor.

FORCE MAJEURE: If the Event is terminated for any reason beyond the reasonable control of NAMM, including without limitation acts of God, war, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, severe weather conditions, epidemic or pandemic, or any other comparable calamity, casualty or condition. If NAMM is unable to fulfill its obligations under this Contract, NAMM may terminate this Contract without liability, and NAMM may retain the Processing Fee to recompense it for expenses and commitments incurred up to the time of terminating the Event. In no event will NAMM or any Exhibition Facility, and their respective owners, directors, officers, employees, agents, or representatives, be liable for any consequential, indirect, or incidental damages of any nature or for any reason whatsoever. Nor will any interruption, diminution, delay or discontinuance be deemed an eviction or disturbance of Exhibitor's use of Shared Exhibit Space or any part thereof; nor shall any such interruption, diminution, delay or discontinuance relieve Exhibitor from full performance of Exhibitor's obligations under this Contract, unless otherwise agreed to in writing by NAMM's authorized representative.

Notwithstanding the foregoing, NAMM reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If NAMM changes the name of the Event, re-locates the Event to another Exhibition Facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but NAMM shall assign to Principal Exhibitor and Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as NAMM deems appropriate and Exhibitor agrees to use such Shared Exhibit Space under the terms of this Contract. If NAMM elects to cancel the Event other than for a reason previously described in this paragraph, NAMM shall refund to Exhibitor the Processing Fee previously paid, in full and complete satisfaction of all liabilities and obligations of NAMM to Exhibitor.

INDEMNIFICATION: Exhibitor will indemnify, defend (with legal counsel satisfactory to NAMM), and hold harmless NAMM, the Exhibition Facility, and City of Nashville and their respective owners, directors, officers, members, employees, agents and representatives, against all claims, actions, demands, damages or liability of whatsoever kind and nature, including

but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other costs and charges in connection with, related to or arising out of Exhibitor's noncompliance with or breach of this Contract, the Rules and Regulations or the Terms and Conditions set forth in the Exhibitor Services Manual, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise on the part of Exhibitor or any of its directors, officers, employees, agents, representatives, guests or invitees, excluding liability caused by the sole negligence or willful misconduct of NAMM or its owners, directors, officers, employees, representatives and agents.

INSURANCE: As a condition for Exhibitor's right to exhibit at the Exhibit, Exhibitor, at its own expense, is required to secure and maintain insurance as set forth herein throughout the duration of the Event, including move-in, Event days and move-out days. All such insurance shall be primary over any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this Section.

The following insurance coverage is required: (a) Worker's Compensation Insurance to the statutory limits; (b) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (c) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence aggregate any one occurrence, \$2,000,000 coverage shall include contractual, copyright infringement, operation of mobile equipment, products and liquor liability (if applicable); (d) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit. (e) Above required policies must name as "Additional Insured": NAMM, the Exhibition Facility and the City of Nashville and their respective members, officers, directors, agents, representatives and employees; and (f) Purchase insurance coverage in an amount sufficient to protect Exhibitor and Exhibitor's property, goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the Exhibition Hall while stored or exhibited, and returned to Exhibitor's premises) against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the Event, including move-in, Show days and move-out days; (g) Exhibitors agree to maintain such insurance that will fully protect, indemnify, hold harmless and defend NAMM, the Exhibition Facility, and the City of Nashville and their respective members, officers, directors, agents, representatives and employees from any and all claims of any nature whatsoever, including attorney's fees, which may arise due to the actions, omissions, errors or negligence of Exhibitor or its employees or members, contractors, subcontractors, agents or representatives, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with installation, operation or dismantling of Exhibitor's exhibit/display. Exhibitor agrees to waive any and all subrogation claims against NAMM, the Exhibition Facilities and the City of Nashville.

All insurance must be provided by an insurance company with a Best's Rating of A, XII or better, which is legally authorized to transact business in the State of Tennessee. Exhibitor shall provide NAMM or its authorized representative, with a Certificate of Insurance (and complete copies of policies requested) and Additional Insured Endorsement documentation not less than 30 days prior to the first move-in day for the

Event, evidencing the insurance required is in force, stating policy numbers, dates of expiration, and limits of liability thereunder. Policies shall provide for a thirty (30) day notice of cancellation or material change in favor of any certificate holder. Failure to provide the satisfactory Certificate of Insurance and additional insured endorsement as stated herein will result in the cancellation of this Contract, loss of Exhibitor's Booth Space and forfeiture of all payments. In the event Exhibitor does not provide NAMM with proof of required insurance coverage as stated herein, Licensor may (but shall have no obligation to do so) procure the required coverage at Licensee's expense, and Licensee shall reimburse to Licensor the cost thereof prior to being granted the right to move in to the facility. Nothing herein contained shall be construed as limiting in any way the extent to which Exhibitor may be held responsible for damages to persons or property resulting from Exhibitor's or its representatives or agents' participation in the Event, use and occupancy of the Facility, or Exhibitor's obligation herein.

INTELLECTUAL PROPERTY, MUSIC LICENSING AND USE OF COPYRIGHTED WORKS: By executing this Contract, Exhibitor represents and warrants to NAMM that Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property"), as the case may be, used by Exhibitor at or to promote its activities at the Event and all affiliated events, including but not limited to in the show directory. Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others. Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced, or otherwise performed, via either "live" or mechanical means, by or on behalf of Exhibitor at Event or any Event-related activity, unless Exhibitor or agent(s) has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for this use. Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to all obligations to report data and to pay royalty fees.

Exhibitors agree not to sue NAMM for contributory infringement or any other theory that NAMM is indirectly or secondarily liable for the intellectual property violation of another party, or threaten to do so. Exhibitor understands and agrees that NAMM is relying upon the above representation and warranty and has no obligation to monitor or stop the uses and displays of Intellectual Property at the Event, affiliated events or in the show directory, or to conduct an independent investigation of the status of rights to any Intellectual Property or allegedly infringing Intellectual Property. Notwithstanding anything to the contrary, Exhibitor covenants not to sue, file or maintain or threaten any action in law or in equity against NAMM, the Exhibition Facility or the City of Nashville or their respective owners, directors, officers, employees, representatives and agents alleging that any use or display by any third party of Intellectual Property at or in connection with the Event, including but not limited to in the show directory, infringes or otherwise violates any right or title held by Exhibitor or any of its owners, directors, officers, employees, representatives and agents.

Exhibitor agrees to indemnify, defend and hold harmless NAMM, the City of Nashville and the Exhibition Facility and their respective directors, officers,

SHARED EXHIBIT SPACE APPLICATION/CONTRACT ONLY

employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, and remedies concerning the show directory, for failure or alleged failure to obtain these licenses or consents or for infringements of Intellectual Property, including without limitation copyright, patent, or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party arising from, related to or in connection with the Event, including but not limited to in the show directory.

ASSIGNMENT: Exhibitor cannot sell, assign, transfer, nor convey this Contract or assign, share, sublet or permit its Shared Exhibit Space, or any part thereof, to be used by another, or allow any use of the Shared Exhibit Space other than that specified in the accepted Principal Exhibitor's Exhibit Space Contract and/or this Contract, without the prior written approval of NAMM. Any attempted sale, sharing, subletting, assignment, transfer, conveyance of the Shared Exhibit Space, or any part thereof in violation of this Section will be voidable at the option of NAMM, entitling NAMM to terminate this Contract and making Exhibitor liable for all damages incurred by NAMM. This Contract, the Terms and Conditions and the Rules and Regulations will be binding upon and inure to the benefit of the NAMM approved successors, assigns, and personal representatives of the Exhibitor.

DISPUTE RESOLUTION: This Contract, in all respects, shall be governed and interpreted in accordance with the laws of the State of California USA to the exclusion of the courts of any other state, territory or country. Exhibitor and NAMM agree that all disputes or actions arising under, in connection with or related to any provision of this Contract shall be maintained only in a court of competent jurisdiction in San Diego County, California to the exclusion of all others. In connection with any litigation, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

DAMAGE TO PROPERTY: Exhibitor is liable for any damage or loss caused to the Exhibition Facilities or booth equipment, its own property or to the property of others. In the event damage or loss occurs to an Exhibitor's display/exhibit by another exhibitor, the involved parties are responsible for resolving the dispute.

LIMITATION OF LIABILITY: Exhibitor expressly assumes all responsibility, liability and risk associated with, resulting from or arising in connection with Exhibitor's participation or presence at the event, including, without limitation, all risks of theft, harm, loss, damage or injury to or of any person (including death), its own property or the property of others, business or profits of Exhibitor, tortious activity of any kind (including libel, slander or injuries caused by sound levels in or around Exhibitor's exhibit) whether caused by negligence, intentional act, accident, acts of God or otherwise through the duration of the event.

Exhibitor agrees that to the maximum extent permitted by law NAMM, the exhibition facilities, the city of Nashville and their respective officers, agents, employees or representatives will not be held liable for any loss or damage to exhibits, or materials, goods and wares (collectively "property") belonging to Exhibitor and they are released from liability for any damage, loss or injury to person or property of Exhibitor or its officers, employees, agents, representatives, invitees and guests, resulting from fire, storms, wa-

ter, acts of God, air conditioning or heating failure, theft, mysterious disappearance, bomb threats or any other casualty, calamity or causes whatsoever.

In no event will NAMM, or the exhibition facility, the city of Nashville or their respective owners, directors, officers, employees, agents and representative be liable for any consequential, indirect, special, punitive or incidental damages of any nature or for any reason whatsoever whether or not appraised of the possibility of any such lost profits or damages. NAMM's maximum liability under any circumstance whatsoever will not exceed the amount actually paid to NAMM by exhibitor for exhibit space cost pursuant to this contract. NAMM makes no representations or warranties, express or implied, regarding the number of persons who will attend the event or regarding any other matters.

EXHIBITION AND EVENT PROVISIONS/REQUIREMENTS: Exhibitor must abide by, adhere to and be bound by: (a) all applicable federal, state and local laws, codes, ordinances, rules and regulations, including fire, utility and building codes and regulations; (b) any rules or regulations of the Exhibition Facility, including any union labor work rules; (c) the terms of all leases and agreements between NAMM and the managers or owners of the Exhibition Facility/s; (d) the terms of any and all leases and agreements between NAMM and any other party relating to the Event; (e) all Exhibit Space specifications and requirements and the Rules and Regulations as stated in the Exhibitor Services Manual; and (f) Exhibitor and its affiliates explicitly consent to receive fax, telephone, e-mail, and other communications from NAMM and its partners under 47 U.S.C. Code 227 and any other applicable regulations.

TAXES, PERMITS AND LICENSES: Exhibitor will be solely responsible for obtaining any licenses, permits, tax identification numbers or approvals required under applicable federal, state or local laws related to any of Exhibitor's activities at the Event. Exhibitor will be responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at an Exhibition Facility without the express permission of NAMM.

ADA COMPLIANCE: Exhibitor and Principal Exhibitor shall, jointly and severally, have the sole responsibility for ensuring that their Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor will ensure the accessibility of the Exhibit Space, and agrees to hold harmless, defend and indemnify NAMM and its directors, officers, employees, agents and representatives against any claims, damages, loss or exposure, including reasonable attorney's fees and costs, arising out of or related to any ADA violation or alleged ADA violation arising from, related to or in connection with the Exhibit Space or Contract.

NAMM ANTI-TRUST POLICY AND GUIDELINES: The NAMM Antitrust Policy and Guidelines are applicable to all NAMM activities and programs, including without limitation the Event. All Members and Exhibitors and their personnel participating in the Event and/or any other NAMM-sponsored activities and programs are required to read and follow the NAMM Antitrust Policy and Guidelines. All participation in any NAMM sponsored activity must be conducted strictly in accordance with U.S. federal and state antitrust laws and foreign antitrust laws. The NAMM Antitrust Policy and Guidelines are posted on NAMM's Web site, www.namm.org. It is Exhibitor's responsibility to familiarize itself and its personnel with the NAMM Anti-Trust Policy and Guidelines (which is not a complete or definitive

statement on antitrust law) and the basics of antitrust law. Any specific questions related to antitrust compliance not addressed in this Policy should be forwarded to NAMM's counsel or to your company's legal counsel.

RIGHTS OF OFFSET: NAMM reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding payments due to NAMM. This applies to Membership fees, and/or any other products or services offered by NAMM.

NAMM DECISIONS: Any and all matters, compliance issues or questions not specifically covered or addressed in this Contract as stated herein, or the Rules & Regulations or other provisions of the Exhibitor Services Manual, will be subject solely to the decision and determination of NAMM. NAMM reserves the right to make changes, amendments and additions to the Terms and Conditions of this Contract, the Rules and Regulations and in the Exhibitor Services Manual at any time and without prior notice. All changes, amendments and additions so made shall be binding on Exhibitor. Exhibitors will be advised of any such changes as reasonably deemed necessary by NAMM. Further, Exhibitor agrees that NAMM will have full power in any matter of interpretation, amendment and enforcement of all Terms and Conditions stated herein, Rules and Regulations, and in all instances NAMM's rulings will be final. In the event of any conflict, inconsistency, or incongruity between any provision of this Contract and any provision of the Rules and Regulations or the Exhibitor Services Manual, the provisions of this Contract shall govern and control.

SEVERABILITY AND WAIVER: If any portion of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, void or invalid, then that portion will be considered severed from this Contract and all remaining portions will remain in full force and effect as long as the essential terms of this Agreement remain valid, legal and binding. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless made in writing and signed by NAMM.

MISCELLANEOUS: This Contract shall not constitute nor be considered to create a partnership, employer-employee relationship, joint venture or agency between NAMM and Exhibitor. Paragraph headings have been inserted for convenience of reference only, and are in no way intended to describe, interpret, define, or limit the scope or intent of any part of this Contract. The headings to the various sections of this Contract are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the parties as expressed in this Contract. All rights and privileges granted to Exhibitor under this Contract, the Rules and Regulations and any subsequent amendments are subject to and subordinate to the master leases between NAMM and the Exhibition Facility. Termination of this Agreement will not affect or modify those obligations of the Parties under this Agreement that by their terms are to survive the termination of this Agreement. **ENTIRE AGREEMENT:** This Contract, the Event Rules and Regulations, the Exhibitor Services Manual and any amendments and schedules referred to here-in constitute the complete and exclusive statement of the terms of the agreement between NAMM and Exhibitor pertaining to the Event and supersede any and

SHARED EXHIBIT SPACE APPLICATION/CONTRACT ONLY

all prior oral and written understandings, quotations, communications and agreements. This Contract may not be amended or modified except by a written instrument signed by NAMM.

EXHIBITOR'S ACCEPTANCE. Upon Exhibitor's execution of the Contract, Exhibitor acknowledges that it has read and understands the Terms and Conditions and the Rules and Regulations, and expressly agrees

to accept the such Terms and Conditions and Rules and Regulations, all of which are hereby incorporated by reference into and form essential Terms and Conditions of this Contract to the same extent as if set forth in full in the Contract. Further, the person signing this Contract on behalf of Exhibitor represents and warrants that he/she is competent and has the necessary power, consent, and authority to execute and deliver this Contract on behalf of Exhibitor.

PRIVACY CONSENT LANGUAGE FOR NAMM COMMUNICATIONS: Whenever I provide email address(es) and fax number(s) to NAMM, above or otherwise, the business and I are consenting to receive NAMM communications by email and fax, including, but not limited to, trade show/hotel registration notices and invoice reminders, as well as promotions of NAMM's various programs and services provided as benefits of Membership.

Return completed application to NAMM by mail, e-mail or fax. Keep copy for your records.

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