

## TERMS AND CONDITIONS

**The National Association of Music Merchants** ("NAMM") and the Sponsor / Sponsor have agreed to enter into this Agreement to set forth the terms of Sponsor's non-exclusive sponsorship of the Program (whether in-person or virtual) in exchange for certain contributions to NAMM. Accordingly, NAMM and Sponsor agree as follows:

**SPONSORSHIP:** A. During the term of this Agreement, NAMM agrees to identify and acknowledge Sponsor as a sponsor of the Program, pursuant to Internal Revenue Code § 513(i) and related Treasury Regulations, by displaying Sponsor's logo and other agreed-upon identifying information on NAMM's marketing, advertising, and promotional media in connection with the Program, in the manner (placement, form, content, etc.) reasonably determined by NAMM in its sole discretion. Sponsor agrees to provide all the necessary content and materials for use in connection with such sponsorship. B. During the term of this Agreement, Sponsor shall be permitted to utilize NAMM's name, acronym and logo for the sole purpose of promoting Sponsor's sponsorship of the Program.

**LICENSE OF INTELLECTUAL PROPERTY:** A. NAMM is the sole owner of all right, title, and interest to all NAMM information, including NAMM's logo, trademarks, trade names, and copyrighted information, unless otherwise provided. NAMM hereby grants to Sponsor a limited, non-exclusive license to use certain of NAMM's intellectual property, including NAMM's name, acronym, and logo (collectively, the "NAMM Property"), solely in connection with promotion of Sponsor's sponsorship of the Program. Sponsor agrees that it shall not use NAMM's Property in a manner that states or implies that NAMM endorses Sponsor (or Sponsor's products or services). It is understood that NAMM retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld. B. Sponsor is the sole owner of all right, title, and interest to all Sponsor information, including Sponsor logos, trademarks, trade names, and copyrighted information, unless otherwise provided. Sponsor hereby grants to NAMM a limited, non-exclusive license to use certain of Sponsor's intellectual property, including names, trademarks, and copyrights (collectively, "Sponsor Property"), solely to identify Sponsor as a sponsor of the Program. It is understood that Sponsor retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld. Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to NAMM nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to NAMM; and that the Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party. C. Upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire, and each party shall discontinue the use of such other party's Property.

**REPRESENTATIONS AND WARRANTIES:** You represent and warrant that your Work is original, does not defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks or rights of privacy or publicity, and does not violate any federal, state or local laws or ordinances. You further warrant and represent that You have secured the requisite consent or license from any third party for third party work used or referenced in the Work. You agree to defend, indemnify and hold harmless NAMM,

it heirs, legal representatives or assigns, and all persons functioning under NAMM's permission or authority, or those for whom NAMM is functioning, at NAMM's sole election and direction, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including to attorney's fees) arising from any claim of infringement or violation of any third party right, that arises from the Work; or any claim that the Work caused damage to a third party.

**PRODUCTS & SERVICES DISPLAYED:** All Companies who manufacture musical, sound and live event products which are being exhibited/displayed at NAMM Programs (whether displayed/exhibited by themselves or by their distributors, agents or contracted representatives) must be current members of NAMM. Sponsors 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 Sponsors shall promote the Event's purpose and shall not be in violation of any applicable law, including Lacey Act, offensive to or disparaging of Event attendees, other Sponsors or Members or their products.

NAMM reserves the right to require a Sponsor to submit, with the 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 Sponsor intends to exhibit, display, advertise or promote at the Event. NAMM may, at its sole discretion, prohibit a Sponsor 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 Sponsors are allowed to display or distribute. 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 Sponsor. Further, misrepresentation of Exhibit Space eligibility is grounds for revocation of NAMM membership and Sponsor's right to participate in the Event without notice or hearing.

**INTELLECTUAL PROPERTY, MUSIC LICENSING AND USE OF COPYRIGHTED WORKS:** By executing this Contract, Sponsor represents and warrants to NAMM that Sponsor 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 Sponsor at or to promote its activities at the Event and all affiliated events, including but not limited to in the show directory. Sponsor 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. Sponsor 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 Sponsor at Event or any Event-related activity, unless Sponsor 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. Sponsor 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.

Sponsors 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. Sponsor 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, Sponsor covenants not to sue, file or maintain or threaten any action in law or in equity against NAMM, the Exhibition Facility or Software Provider 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 Sponsor or any of its owners, directors, officers, employees, representatives and agents.

Sponsor agrees to indemnify, defend and hold harmless NAMM and its respective directors, officers, 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.

**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, and NAMM is unable to fulfill its obligations under this Contract, NAMM may terminate this Contract without liability, and NAMM may retain the earned portion of the Contract Cost required to recompense it for expenses and commitments incurred up to the time of terminating the Event. Any remaining unearned Contract Cost will be returned to Sponsor. Additionally, if any part of the Exhibition Facility / Platform is damaged or if circumstances beyond NAMM's reasonable control make it impossible or impractical for NAMM to permit an Sponsor to occupy or continue to occupy its assigned Exhibit Space location during any part of or the entire Event, Sponsor will only be charged a pro rata Contract Cost for the period that the Exhibit Space was or could have been occupied by Sponsor, minus a share of costs, expenses and commitments required to recompense NAMM up to the time of terminating the Event, in full satisfaction of all liabilities of NAMM to Sponsor. NAMM shall retain all other fees previously paid by Sponsor. In no event will NAMM or the 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 Sponsor's use of possession

## TERMS AND CONDITIONS (continued)

of Exhibit Space or any part thereof; nor shall any such interruption, diminution, delay or discontinuance relieve Sponsor from full performance of Sponsor'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, rename or relocate the Event or change the dates on which it is held. If NAMM changes the name of the Event, relocates the Event to another Exhibition Facility / Software Provider 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 Sponsor, but NAMM shall assign to Sponsor, in lieu of the original Exhibit Space, such other Exhibit Space as NAMM deems appropriate and Sponsor agrees to use such 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 Sponsor the Contract Cost previously paid, in full satisfaction of all liabilities and obligations of NAMM to Sponsor.

**CONTRIBUTION SCHEDULE:** A. In consideration for the right to sponsor the Program and to be acknowledged by NAMM as a sponsor of the Program during the term of this Agreement, Sponsor agrees to make cash contributions to NAMM in the amounts set forth on the Application, to be paid pursuant to the payment schedule set forth on the Application. Further, Sponsor will work with NAMM to identify and provide in-kind products, services and/or facilities to NAMM, NAMM's members, and/or in connection with NAMM activities. B. To the extent that any portion of a payment under this section would not (if made as a separate payment) be deemed a qualified sponsorship payment under IRC § 513(i), such portion shall be deemed and treated as separate from the qualified sponsorship payment.

**ASSIGNMENT:** Sponsor cannot sell, assign, transfer, nor convey this Contract or assign, share, sublet or permit its Exhibit Space or Shared Exhibit Space, or any part thereof, to be used by another, or allow any use of the Exhibit Space other than that specified in the accepted Contract and/or the Shared Exhibit Space Contract, without the prior written approval of NAMM. Any attempted sale, sharing, subletting, assignment, transfer, conveyance of the 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 Sponsor 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 Sponsor.

**RELATIONSHIP OF PARTIES:** The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

**INDEMNIFICATION:** Sponsor shall indemnify and hold harmless NAMM, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred as a result of: (i) any act or omission by Sponsor or its officers, directors, employees, or agents; (ii) any use authorized hereunder of Sponsor's name, logo, Web site, or other information, products, or services provided by Sponsor; and/ or (iii) the inaccuracy or breach of any

of the covenants, representations and warranties made by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. This section shall survive any termination or expiration of this Agreement. NAMM shall indemnify and hold harmless Sponsor, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred as a result of: (i) any act or omission by NAMM or its officers, directors, employees, or agents; (ii) any use authorized hereunder of NAMM's name, logo, Web site, or other information, products, or services provided by NAMM; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by NAMM in this Agreement. This indemnity shall require the payment of costs and expenses by NAMM as they occur. This section shall survive any termination or expiration of this Agreement.

**LIMITATION OF LIABILITY:** Sponsor expressly assumes all responsibility, liability and risk associated with, resulting from or arising in connection with Sponsor'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 Sponsor, tortious activity of any kind (including libel, slander or injuries caused by sound levels in or around Sponsor's exhibit) whether caused by negligence, intentional act, accident, acts of God or otherwise through the duration of the event. Sponsor agrees that to the maximum extent permitted by law, NAMM, the exhibition facilities, Software Provider 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 Sponsor and they are released from liability for any damage, loss or injury to person or property of Sponsor or its officers, employees, agents, representatives, invitees and guests, resulting from fire, storms, water, 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, Software Provider or their respective owners, directors, officers, employees, agents and representatives be liable for any consequential, indirect, special, punitive or incidental damages of any nature or for any reason whatsoever whether or not apprised 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 Sponsor for Contract 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.

**CONFIDENTIALITY:** Confidential Information is all information that is marked as such and all other information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding the organization, its operations, programs, activities, financial condition, and membership or customer lists. During the Term, each party shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party's Confidential Information to its employees and agents with a reasonable need to know such Confidential Information, and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party. **PROGRAM:** Sponsor Rules. In the event that Sponsor elects to

exhibit at the Program, Sponsor hereby agrees to comply with all Exhibit Space and Sponsor rules and regulations issued by NAMM in connection with the Program. Sponsor further agrees to complete any additional applications and enter into any additional agreements in connection with Sponsor's exhibit space as may be required by NAMM.

**TERM AND TERMINATION:** A. The Term of this Agreement will begin on the Effective Date and continue through the end of the Program B. Termination by Sponsor. If Sponsor desires to cancel this contract it may request to do so only by giving notice thereof in writing to NAMM, with evidence of receipt. In that case, Sponsor will continue to be liable for all fees governed by this contract and the dates payments are due, which apply regardless of the date on which this contract is executed. This amount is considered to be the liquidated and agreed upon damages that NAMM will suffer as a result of Sponsor's cancellation. This provision for liquidated and agreed upon damages is not a penalty. The withdrawal of reserved sponsorship from availability at a time when others would be interested in applying for it will cause NAMM to sustain substantial damages that may not be determined with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this contract as a valid preestimate of these damages. The date of cancellation shall be the date NAMM receives the notice. C. Termination by NAMM. If Sponsor fails to make any payment required by this contract in a timely manner, NAMM may terminate this contract (and Sponsor's participation in the Event) without further notice and without obligation to refund any monies previously paid. Notwithstanding anything herein to the contrary, Sponsor shall in all cases remain liable for the full amount of the fees covered by this contract and NAMM has the right to charge Sponsor a late fee of up to 2% per month on all outstanding amounts owed by Sponsor. Additionally, Sponsor agrees to pay any collection costs, including without limitation court costs, collection fees, and reasonable attorneys' fees incurred by NAMM in enforcing the Contract or the Rules and Regulations. NAMM reserves the right to refuse Sponsor permission to move-in and set-up an exhibit if Sponsor is in arrears of any payment due to NAMM. NAMM is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Sponsor from any liability hereunder. NAMM may also terminate this contract effective upon written notice of termination if Sponsor breaches any of its obligations under this contract or any other contract or arrangement with NAMM, without any obligation on NAMM's part to refund any payments previously made and without releasing Sponsor from any liability arising as result of or in connection with that breach. If NAMM removes or restricts an exhibit that NAMM considers to be objectionable or inappropriate, no refund will be due to Sponsor D. Termination of Program. If NAMM cancels the Program due to circumstances beyond its control, including but not limited to acts of God, acts of war, governmental emergency, labor strike or unavailability of the relevant facility, NAMM shall refund to Sponsor the payments made through the time of cancellation. NAMM reserves the right to cancel, rename or relocate the Program or change the Program dates. If NAMM changes the name of the Program, relocates the Program to another facility within the same city, or changes the Program dates to dates that are not more than thirty days earlier or thirty days later, no refund will be due to Sponsor. Furthermore, if this sponsorship occurs outside of the convention center it is non-refundable should any programming be cancelled, postponed, or moved due to weather or other cause beyond the control of NAMM.

## TERMS AND CONDITIONS (continued)

**GENERAL PROVISIONS:** A. Warranties. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of its obligations, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this section shall survive termination of this Agreement. B. Binding Effect. This Agreement shall bind the parties, their respective heirs, personal representatives, successors and assigns. C. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflict-of-laws or choice-of-law principles. D. Assignment. This Agreement, or the rights granted under it, may not be assigned, transferred or sublicensed by either party without the express prior written consent of the other party. E. Entire Agreement. This Agreement and all its attachments constitute the entire agreement between the parties and supersede all prior agreements, oral or written, relating to the Sponsorship. This Agreement may only be amended in a writing signed by both parties. F. Notice. All notices given under this Agreement shall be in writing, and shall be deemed to have been duly given when delivered when sent by overnight courier, or certified mail (return receipt requested).

**INSURANCE:** As a condition for Sponsor's right to present at the Exhibit, Sponsor, 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 Sponsor and shall be written on an occurrence basis. Claims-made policies are not acceptable and do not constitute compliance with Sponsor'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 Software Provider and their respective members, officers, directors, agents, representatives and employees; and (f) Purchase insurance coverage in an amount sufficient to protect Sponsor and Sponsor'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 Sponsor'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) Sponsors agree to maintain such insurance that will fully protect, indemnify, hold harmless and defend NAMM, the Exhibition Facility, and Software Provider 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 Sponsor 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 Sponsor's exhibit/display. Sponsor agrees to waive any and all subrogation claims against NAMM, the Exhibition Facilities and

Software Provider. 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 California. Sponsor 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 Sponsorship and forfeiture of all payments. In the event Sponsor 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 Sponsor may be held responsible for damages to persons or property resulting from Sponsor's or its representatives or agents' anticipation in the Event, use and occupancy of the Facility, or Sponsor's obligation herein. **DAMAGE TO PROPERTY:** Sponsor is liable for any damage or loss caused to the Exhibition Facility or booth equipment, its own property or to the property of others. In the event damage or loss occurs to a Sponsor's display/exhibit by another sponsor or exhibitor, the involved parties are responsible for resolving the dispute.

### EXHIBITION AND EVENT PROVISIONS/

**REQUIREMENT:** Sponsor 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 Rules and Regulations as stated in the Sponsor Services Manual; and (f) Sponsor and its affiliates explicitly consent to receive fax, telephone, email, and other communications from NAMM and its partners under 47 U.S.C. Code 227 and any other applicable regulations.

**NAMM POLICIES & GUIDELINES:** Sponsor acknowledges and agrees that NAMM's policies and guidelines for its online properties (as published through [namm.org](https://www.namm.org/policies), <https://www.namm.org/policies>, shall apply to and govern use of any NAMM (web or mobile) application(s), social media page(s), website, or online forum or community utilized in connection with the Program. NAMM encourages review of these policies and guidelines, including, without limitation, its Terms of Service and Acceptable Use Policy.

### 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 and registration notices and invoice reminders, as well as promotions of NAMM's various programs and services provided as benefits of Membership and as outlined in our Terms of Service and Privacy Notice available at <https://www.namm.org/> policies.

**TAXES, PERMITS AND LICENSES:** Sponsor 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 Sponsor's activities at the Event. Sponsor 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. Sponsor will not permit the delivery of merchandise at the Exhibition Facility without the express permission of NAMM.

**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 Contract Costs, Membership fees, and/or any other product 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 Sponsor 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 Sponsor Services Manual at any time and without prior notice. All changes, amendments and additions so made shall be binding on Sponsor. Sponsors will be advised of any such changes as reasonably deemed necessary by NAMM. Further, Sponsor 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 Sponsor Services Manual, the provisions of this Contract shall govern and control.

**ENTIRE AGREEMENT:** This Sponsorship Application and Agreement, the Event Rules and Regulations, the Sponsor Services Manual and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between NAMM and Sponsor pertaining to the Event and supersede any and 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.

**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. Sponsor 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.

**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

## TERMS AND CONDITIONS (continued)

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 be 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 Sponsor. 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 Sponsor 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.

**ADA COMPLIANCE:** Sponsor shall have the sole responsibility (when applicable) for ensuring that its Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Sponsor will ensure the accessibility of its 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.

**SPONSOR'S ACCEPTANCE:** Upon Sponsor's execution of the Contract, Sponsor acknowledges that it has read and understands the Terms and Conditions and the Rules and Regulations, and expressly agrees to accept 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 Sponsor 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 Sponsor.