NAMM, in 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 industry. Members and/or Exhibitors whose products or services involve used musical products (as opposed to the restoration of similar new products) or entail the mere refurbishment of used products are not eligible to exhibit in the Event. Due to NAMM's emphasis on the growth and promotion of the music industry, and Affiliate Commercial Members are $230 annually. Service Provider Member dues are $600 annually.

Upon Exhibitor’s submission of this Exhibit Space Application/Contract and the requisite Exhibit Space Cost deposit for Exhibit Space to NAMM, Exhibitor may not withdraw or cancel this Exhibit Space Application/Contract or reduce the amount of Exhibit Space requested herein. Offers made by NAMM as to location of Exhibit Space are based on current policy and not a location guarantee. The actual amount and location of the Exhibit Space assigned to Exhibit will be determined by NAMM, at its sole and absolute discretion, based on information provided in this Contract and applying the Exhibit Assignment procedures described in this Contract and on NAMM’s Web site. If Exhibitor objects to the assignment of the Exhibit Space, Exhibit contact NAMM’s authorized representative within 15 days of the date of NAMM’s acceptance of this Contract via confirmation letter. Upon such notification NAMM will attempt, in good faith, to resolve Exhibitor’s objection. However, this Exhibit Space Contract will be effective on the date of acceptance by NAMM via confirmation letter, 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 Exhibit Space Application/Contract and the requisite Exhibit Space Cost deposit payment 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 Exhibit Space Application/Contract for any reason or for no reason. This Contract will only become effective and binding when and if Exhibitor has signed this Exhibit Space Application/Contract, (ii) all Exhibit Space Costs not paid by the due date set forth below are subject to a 10% service charge and/or cancellation by NAMM.

**EXHIBIT SPACE COST AND PAYMENT:** Space rental $34.80 per sq. ft. Standard booth size is 10 feet x 10 feet (3.05m x 3.05m). Exhibitor shall pay NAMM the Exhibit Space Cost set forth in the Exhibit Space Application/Contract for the Exhibit Space licensed under this Exhibit Space Application/Contract by November, 2020. Exhibitor Payment: Exhibitor agrees to pay the Exhibit Space Cost and any applicable Membership dues as required herein upon submission of the Exhibit Space Application/Contract to NAMM 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. Exhibit Space Costs not paid by the due date set forth below are subject to a two percent (2%) per month service charge and/or cancellation by NAMM.
TERMS AND CONDITIONS (continued)

EXHIBIT SPACE CANCELLATION FEES: Cancellation Fees will apply as follows:

A. If notification of cancellation of Exhibit Space is received before July 1, 2020, Exhibitor will be refunded all payments minus a cancellation fee equal to twenty-five percent (25%) of the total Exhibit Space Cost.

B. If notification of cancellation of all Exhibit Space is received between July 1, 2020 through October 21, 2020, Exhibitor will be refunded all payments minus a cancellation fee equal to fifteen percent (15%) of the total Exhibit Space Cost.

C. If notification of cancellation of Exhibit Space is received on or after October 21, 2020, no refund will be made and Exhibitor will be liable for one hundred percent (100%) of the Exhibit Space Cost, even if such Exhibit Space is resold.

Any Exhibit Space Cost not paid in full by November 11, 2020, may be cancelled by NAMM upon written notice to Exhibitor. In such event, NAMM will retain any Exhibit Space Cost payments received to that date from Exhibitor, and Exhibitor will remain responsible for the payment of the full Exhibit Space Cost for the assigned Exhibit Space. NAMM may license such cancelled space to another Exhibitor at its own discretion. NAMM reserves the right, at its sole discretion, to apply any or all payments made for the Event to any outstanding payments due to NAMM. No refund will be made until 15 days after the last day of the Event.

Because the payment due dates are related to the Event Date and not to the execution date of this Contract, these payment due dates will apply regardless of the date on which this Contract is executed. Exhibitor must provide written notification of cancellation of Exhibit Space to NAMM. Exhibitor agrees that should it cancel all of its Exhibit Space for any reason, the Cancellation Fee as stated in this schedule shall be retained by or paid to NAMM as reasonable liquidated damages for the injuries NAMM will suffer as a result of Exhibitor’s cancellation, and not as a penalty. Exhibitor understands and agrees that the withdrawal of the Exhibit Space reserved from availability at a time when other parties would be interested in applying for Exhibit Space will cause NAMM to sustain damages. In this situation, NAMM’s damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. 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 Exhibit Space.

DOWNSIZING/REDUCTION OF EXHIBIT SPACE: NAMM reserves the right to treat Exhibitor’s downsizing of Exhibit Space as a cancellation of the original Contract. Exhibitor may be required to move to a new location if it requests a downsizing of space.

Downsizing Fees will apply as follows:

A. If notification of downsizing of Exhibit Space is received before August 5, 2020, Exhibitor is liable for twenty-five percent (25%) of reductions in space.

B. If notification of downsizing of Exhibit Space is received between August 5, 2020 through November 11, 2020, Exhibitor is liable for fifty percent (50%) of reductions in space.

C. If notification of downsizing of Exhibit Space is received on or after November 11, 2020, Exhibitor will be liable for one hundred percent (100%) of the Exhibit Space Cost, even if such Exhibit Space is resold.

PLACEMENT/ASSIGNMENT OF EXHIBIT SPACE POLICY: In order to facilitate the exchange of product information for the benefit of all current or potential exhibitors, NAMM has promulgated the following Exhibit Space assignment policy (which NAMM, at its sole option, may amend, modify, alter, cancel or repeal).

A. The initial assignment of Exhibit Space will be made from the Exhibitor’s Contracts received on or before August 5, 2020, and accompanied by deposits of twenty-five percent (25%) of total Exhibit Space Cost.

The initial assignment of Exhibit Space will be based on, but not limited to consideration of the following factors:

- Date of receipt of Exhibit Space Application/Contract and the requisite deposit
- History of NAMM Show participation
- Primary product category
- Amount of square footage applied for
- History of prompt Exhibit Space Cost payment
- Previous compliance with NAMM’s Exhibit and Trade Show Rules and Regulations and all other rules, regulations and policies pertaining to NAMM Members

NAMM, in its sole discretion, may also take into account the history of previous NAMM Show participation by (i) an affiliate of the applying Exhibitor, (ii) a previous Exhibitor whose assets have been acquired by an applying Exhibitor, or (iii) an applying Exhibitor with a history of sharing Exhibit Space. Such factors will be given consideration along with the demand for the desired Exhibit Space, the needs and purposes of the Event, and other factors. This additional delibera- tion will not necessarily result in assignment of Exhibit Space.

B. Assignment of Exhibit Space, for Exhibit Space Application/Contracts and Exhibit Space Cost payments received after August 5, 2020 will be made on a first-come, first-served basis in accordance with the factors previously stated herein.

C. 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.

SUB-LETTING: No sub-letting or sharing of Exhibit Space will be permitted without the prior written consent of NAMM. All Exhibitors wishing to share Exhibit Space with the principal Exhibitor must be current members of NAMM, complete the SHARED EXHIBIT SPACE Application/Contract and pay the required Share Exhibit Space Fees upon submission of their Shared Exhibit Space Application/Contract.

TERMINATION: NAMM reserves the right to immediately terminate this Contract and withhold from Exhibitor possession of the Exhibit Space, if Exhibitor (i) fails to pay all Exhibit Space Cost in accordance with the schedule set forth herein, or (ii) fails to perform any material Terms and Conditions of this Contract, or (iii) refuses to abide by NAMM’s or the Exhibition Facility’s respective Rules and Regulations. In such event, Exhibitor will be responsible for payment of the total Exhibit Space Cost, (which shall be retained by or paid to NAMM) as reasonable liquidated damages and not as a penalty. Further, NAMM reserves the right to refuse Exhibitor permission to enter in and set up an Exhibit if Exhibitor is in arrears of any payment due to NAMM. Additionally, such actions will jeopardize Exhibitor’s ability to exhibit at future NAMM Shows. NAMM is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of action taken under this Section in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. Notwithstanding anything herein to the contrary, NAMM reserves the right, at its option, to terminate this Contract without cause (for any or no reason) at any time, without liability or further obligation to Exhibitor upon the return of the Exhibit Space Cost 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 event or circumstance that is unforeseeable in the circumstances.

NAMM, in its sole discretion, may also take into account the history of previous NAMM Show participation by (i) an affiliate of the applying Exhibitor, (ii) a previous Exhibitor whose assets have been acquired by an applying Exhibitor, or (iii) an applying Exhibitor with a history of sharing Exhibit Space. Such factors will be given consideration along with the demand for the desired Exhibit Space, the needs and purposes of the Event, and other factors. This additional deliberation will not necessarily result in assignment of Exhibit Space.

INDEMNIFICATION: Exhibitor will indemnify, defend (with legal counsel satisfactory to NAMM), and hold harmless NAMM, 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 Exhibitor’s use of possession of Exhibit Space other than for a reason previously described in 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 Exhibit Space Cost previously paid, in full satisfaction of all liabilities and obligations of NAMM to Exhibitor.

Updated on 5/05/20
or liability of whatsoever kind and nature, including but not limited to judgments, interests, reasonable attorney's 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 or invitees and 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, the 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 and maintain such insurance that will fully protect, indemnify and hold harmless the City of Anaheim and the Exhibition Facility from any and all subrogation claims against NAMM, the Show, the Show Management, the City of Anaheim or any of the City’s employees, agents or representatives from and against any and all claims or causes of actions (and complete copies of policies requested) and any claims arising from any activities conducted in any way the extent to which Exhibitor may be held liable for or incidental damages of any nature or for any reason whatsoever, including attorney’s fees, which may arise by, through, out of, or in connection with 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 Anaheim and their respective members, officers, directors, agents, representatives and employees; and (h) Purchase insurance coverage in a present cash value to protect Exhibitor and Exhibit’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 the time of the Exhibitor’s premises (as defined by 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 Anaheim 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 and all subrogation claims against NAMM, the Exhibition Facility and the City of Anaheim. 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. Exhibitor shall provide NAMM or its authorized representative with a Certificate of Insurance (and complete copies of policies requested) and Additional Insured 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 any policy, including renewal. 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 of loss or damage covered by 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 released to move in to the facility. Ground 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, use, copy, adapt, distribute or display products, copyrighted works, trademarks, service marks and trade names (collectively, “Intellectual Property”), as the case may be, used by Exhibitor or to promote its activities at the Event and all affiliated events, including in the show directory. Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, voice, nature, fact 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 in any live, mechanical or electronic 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 Exhibitor or any of 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, 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 Anaheim and the Exhibition Facility and their respective directors, officers, employees, agents and representatives from and against any and all claims or causes of action in any way the extent to which Exhibitor may be held liable for 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, connected with or in any way associated 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 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 NAMM Special 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 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, assignees, 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 Facility or booth equipment, its own property or to the property of others due to the event date and 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 of damage or injury to or of any person (including death), its own property or the property of others, business or profits of Exhibitor, tortuous activity of any kind (whether intentional or negligent, or caused by willful or under level 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 Anaheim 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 employees, agents or representatives, including present or invited 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, the City of Anaheim or their respective owners, directors, officers, employees and representatives be liable for any consequential, indirect, special, punitive or incidental damages of any nature or for any reason whatsoever whether or not attributed to the possibility of any such lost profits or damages. NAMM’s maximum liability under any circumstance whatsoever will not
Terms and Conditions

TERMS AND CONDITIONS (continued)

Exhibit for the Event Space Cost pursuant to this Contract. NAMM makes no representations or warranties, express or implied, that 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 consents 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.

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 the Exhibition Facility without the express permission of NAMM.

ADA COMPLIANCE: Exhibitor shall have the sole responsibility for ensuring that its 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 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.

NAMM ANTITRUST 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’s 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 Website, www.namm.org. It is Exhibitor’s responsibility to familiarize itself and its personnel with the NAMM Antitrust 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.

INTEREST & COLLECTION FEES: Exhibitor agrees to pay interest at a rate of two percent (2%) per month, on all past due balances to NAMM. Additionally, Exhibitor 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.

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 Exhibit Space 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 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 herein constitute the complete and exclusive statement of the terms of the agreement between NAMM and Exhibitor 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.

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 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 and registration notices and invoice reminders, as well as promotions of NAMM’s various programs and services provided as benefits of Membership.

Updated on 5/05/20