

CONTRACT TERMS AND CONDITIONS

1. CHARACTER OF EXHIBIT

The purpose of the NADA Show 2019 & ATD Show 2019 is to promote the highest standards of efficient management, ethical and business-like practices, and knowledge useful to the improvement and efficiency of dealership operations. The Expo is intended to complement and enhance the NADA & ATD Workshop Program, and is designed to educate NADA & ATD members and industry participants about industry products or services and to stimulate interest in and demand for these items. Each Exhibitor agrees to exhibit only its products or services used in the business of the automobile/truck dealer.

NADA reserves the right to reject, eject, prohibit, or decline any exhibit in whole or in part, or any exhibitor or its representatives, with or without giving cause, including, but not limited to any failure to comply with terms and conditions, rules and regulations, or creation of an unreasonable disruption or disturbance. In particular, "stalking in the aisles" of show attendees, or other improper behavior outside an exhibitor's assigned booth may result in loss of seniority points, immediate closing of the exhibitor's booth, prohibition from exhibiting at future shows, or other penalties at NADA's sole discretion.

2. ACCEPTANCE

2.1 NADA reserves the right to unilaterally determine the eligibility of any company or product for inclusion as an exhibitor or participant in the Expo.

2.2 Acceptance of this Contract by NADA should in no way be construed as, and does not constitute or represent, an endorsement, evaluation, review, approval, or recommendation of any kind by NADA of either an exhibiting company or its products or services.

2.3 Exhibitor represents that any goods, services, or other products displayed, described or otherwise presented at the Expo comply with all applicable federal, state, and local laws, ordinances, and regulations.

3. FAILURE TO MAKE PAYMENT

If Exhibitor fails to make any scheduled payment by the date specified, NADA reserves the right, at its sole option, to cancel this Contract. Under such circumstances, NADA will have the absolute right to sell, utilize, or otherwise dispose of the Expo space that had been reserved for Exhibitor, in any manner NADA deems appropriate, with no liability or obligation whatsoever to Exhibitor. In event of cancellation due to Exhibitor's failure to make payment, NADA will also be entitled to recover liquidated damages as provided in Section 5.

4. CANCELLATIONS

Exhibitor understands that commitments have been, or will be made by NADA in reliance upon Exhibitor's agreement to perform its obligations under this Contract, and therefore Exhibitor understands and agrees that it has no right to cancel this Contract except as provided in Section 5 herein. Exhibitor also understands and agrees that because of the nature of the enterprise undertaken by NADA, which is dependent upon its securing a sufficient and satisfactory number of exhibitors and a suitable facility for the Expo, if NADA determines, in its sole opinion, that it is not practical to carry out the terms of this Contract for any reason, including but not limited to an insufficient number of exhibitors, or the unavailability or unsuitability of the facility for any reason including without limitation, Act of God, fire, flood, storm or threatened storm, earthquake, riot, strike, lockout, civil disturbance, actual or threatened terrorist attack or act of war, or restraint of government, or for any other reason beyond NADA's reasonable control, NADA shall have the right to cancel this Contract, with no obligation or liability to Exhibitor. In event of such cancellation or if NADA cancels the Expo after it opens, Exhibitor hereby expressly waives any and all claims against NADA of every kind or nature. Nonetheless, in the event of a cancellation, NADA may, at its sole option, elect to provide Exhibitor with a full or partial refund of fees Exhibitor has paid to NADA for exhibit space at the NADA Show 2019 & the ATD Show 2019.

5. REFUNDS

5.1 If NADA does not accept Exhibitor's application for a reason other than non-payment or cancellation by Exhibitor, NADA will refund any deposit paid to NADA by Exhibitor for the 2019 Expo.

5.2 Exhibitor specifically recognizes and acknowledges that NADA will sustain losses that cannot be precisely determined if Exhibitor cancels its Contract after being assigned space by NADA. Due to the difficulty, if not impossibility, of determining such losses, Exhibitor agrees to pay the following amounts as liquidated damages, and not as a penalty, in the event Exhibitor cancels its Contract in the time periods specified. Cancellation prior to November 16, 2018 25% of the full exhibit rental price; cancellation on or after November 16, 2018 100% of the full exhibit rental price. Any cancellation notices by Exhibitor must be submitted to NADA in writing, and will be effective when received by NADA.

5.3 Booth Cancellation after order for eBooth Enhancement. A booth cancellation after an order for an eBooth Enhancement will cause automatic cancellation of any eBooth listing and any eBooth enhancements purchased. Refunds will be made of eBooth fees paid minus a \$25 cancellation fee and an additional \$200 cancellation fee for each floor plan logo or video purchased.

6. ASSIGNMENT, RELOCATION, POSSESSION OF EXHIBIT SPACE, AND TRAFFIC AT EXHIBIT SPACE

Exhibitor understands and agrees that NADA has sole and unlimited discretion over the assignment of booth locations and space. NADA may assign any space to any exhibitor for any reason, and is under no obligation to assign Exhibitor any of the booth locations preferred by the Exhibitor. Further, NADA reserves the right to change Exhibitor's assigned location at any time in NADA's sole discretion if deemed in the best interests of the Expo. Exhibitors who request a relocation of their booth after NADA has assigned a specific location or booth size may be assessed a Relocation Charge at NADA's sole discretion.

NADA makes no representations or guarantees regarding the number of individuals attending the Convention or the number of visitors to a particular booth or exhibitor. Exhibitor understands and agrees that NADA has no control over exhibit traffic and hereby waives any and all claims for refund, discount, damages, or any other relief related to the nature, quality, or location of the Convention facilities or the Exhibitor's assigned space.

Exhibitor must take possession of its assigned exhibit space by 12:00 Noon, Thursday, January 24, 2019. If Exhibitor fails to take possession by this date and time, Exhibitor will be deemed to have voluntarily cancelled this Contract, and NADA will have the absolute right to, at its sole option, sell, utilize or otherwise dispose of Exhibitor's assigned space in any manner NADA deems appropriate, without any liability or obligation whatsoever to Exhibitor.

7. SUBLETTING – PRIOR APPROVAL REQUIRED FOR CO-EXHIBITORS

7.1 Exhibitor agrees that the space assigned to Exhibitor is intended for Exhibitor's sole use to exhibit only the goods or services described in Exhibitor's application. Exhibitor agrees that it will not share, assign, sublet, subdivide, apportion, or otherwise allow any persons, parties or entities other than Exhibitor to use in any manner, the space assigned to Exhibitor, or any portion of that space, without submitting a written application to NADA. Such application shall identify by name any potential Co-Exhibitor, describe the relationship between the primary Exhibitor and Co-Exhibitors, and detail the Co-Exhibitor's products and services to be exhibited.

7.2 A Co-Exhibitor may exhibit on the Expo floor only after the Exhibitor receives written approval from NADA for such activity. Approval by NADA of the Co-Exhibitor(s) application shall also entitle the Co-Exhibitor(s) to be listed on the website (including the eBooth upgrade enhancements), in the Convention Program and Expo Directory, to accumulate seniority points, and to participate in the NADA sponsorship and advertising program.

7.3 The primary Exhibitor shall be responsible for all actions of the Co-Exhibitor, including the compliance by the Co-Exhibitor with these Contract Terms and Conditions and the Exhibit Rules and Regulations. Any determination by NADA that an Exhibitor or Co-Exhibitor violates this Section 7, will be final and binding, and may be treated by NADA as a default under Section 17 of this Contract. NADA reserves the right to request documentation from Exhibitors and Co-Exhibitors to confirm any business relationship.

8. NAME CHANGES

Exhibitor represents that the name of the exhibiting company and the service or product to be displayed as shown in Exhibitor's application are correct, and accurately reflect Exhibitor's intended booth display at the Expo. NADA reserves the right to cancel this Contract in the event of any change (a) in the name of the exhibiting company, (b) in the products or services to be exhibited, or (c) in the ownership of the exhibiting company. Exhibitor agrees to notify NADA in writing within ten (10) business days of the occurrence of any of the events listed in the preceding sentence. If NADA cancels this Contract under this Section 8, NADA will refund any exhibit booth rental fees Exhibitor has previously paid to NADA for the NADA Show 2019 & the ATD Show 2019.

9. COPYRIGHT INFRINGEMENT

Exhibitor is responsible for (a) securing any and all necessary intellectual property licenses, trademarks, and copyrights for any products, performances, displays, or other uses of copyrighted works or patented inventions; or, (b) obtaining any and all consents necessary for the use of any name, likeness or signature, voice, or other impression, or other intellectual property owned by any third party which is used directly or indirectly by Exhibitor. Exhibitor represents and warrants that it has the legal right to use any and all intellectual property related in any way to their Show exhibit.

Exhibitor agrees that NADA is not responsible or liable for any claimed or recognized violations of the Exhibitor's intellectual property rights or proprietary claims, including any claims for trademark, copyright or patent infringement or any claims of counterfeiting or other violations of proprietary rights. Exhibitor further releases, waives, and covenants not to sue, file, or maintain any action in law or equity against NADA and its respective members, officers, directors, agents, and employees, from all liability for any and all loss or damage or any claim for such violations of the Exhibitor's intellectual property rights or proprietary claims.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE

Exhibitor shall be responsible for complying with the public accommodations requirements of the Americans With Disabilities Act (“ADA”) with respect to its own Exhibit, including, but not limited to, the removal of physical barriers to access the Exhibit, and the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by Exhibitor than other individuals. Exhibitor shall attempt to identify in advance any special needs of disabled individuals requiring accommodation by NADA and shall notify NADA of such needs for accommodation as soon as they are identified to Exhibitor. Exhibitor represents and warrants that its Exhibit will comply fully with the ADA.

11. INSURANCE

NADA will not be liable for any personal injury, harm, or damage suffered by Exhibitor or Exhibitor’s employees or related personnel, or for loss of or damage to Exhibitor’s equipment or property occurring during installation or removal, or during the Expo itself, by reason of theft, fire, accident or any other destructive cause. Insurance for Exhibitors equipment or property, if desired, must be placed by the Exhibitor.

Exhibitor shall, at its own expense, secure and maintain through the period of the Expo, inclusive of move-in and move-out days, the following insurance: (a) worker’s compensation insurance; (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 combined single limit for bodily injury and property damage; and, (d) automobile liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, nonowned, and hired vehicles, including loading and unloading operations. Required commercial general liability and automobile liability insurance policies shall name NADA, its affiliates and their respective officers, directors, agents and employees as additional insureds.

12. EXHIBITOR EXPENSES

Exhibitor understands and agrees that it is responsible for its own expenses. NADA will not be liable in any instance for any expense incurred by Exhibitor related to the Convention or otherwise, due to terms of the lease that NADA has with the proprietors of the Expo building, or for any other cause whatsoever.

13. EXHIBITOR LISTINGS

NADA will provide a Password for access to each Exhibitor’s listing on www.nadashow.org and/or www.atdshow.org ONLY to the Official Contact listed by each Exhibitor on the Application. The Official Contact is solely responsible for entering truthful, accurate and timely information on the Exhibitor’s listing on the website. NADA reserves the right to remove any Exhibitor data or entry that, in NADA’s sole judgment, is inappropriate, inaccurate or offensive, or fails to comply with the Contract Terms & Conditions or the Exhibit Rules and Regulations.

14. EXHIBIT PROMOTIONAL MATERIAL

NADA reserves the right to remove or require an exhibitor to remove any advertising or promotional material displayed or available at the convention that, in NADA’s sole judgment, is inappropriate, inaccurate or offensive, or fails to comply with the Contract Terms and Conditions or the Exhibit Rules and Regulations.

15. RAFFLES, LOTTERIES, SWEEPSTAKES, OR SIMILAR EVENTS

Any Exhibitor at the Expo that is planning to conduct a raffle, lottery, sweepstakes, give-away, or other similar promotion or event (“Event”) from its exhibition space on the Expo floor:

15.1 (a) accepts responsibility for ensuring that its Event is operated in full compliance with (a) all federal, state, and local law and regulations, including filings or licenses with government agencies, (b) any rules and regulations of the San Francisco Convention and Visitors Bureau and the Moscone Center & San Francisco Marriott Marquis, (c) any required disclosures to participants for tax, liability, or other purposes, and (d) other applicable law; and

15.2 warrants that its Event will not breach or violate any of the NADA Exhibitor Contract Terms and Conditions, and the NADA Exhibit Rules and Regulations, for the Expo; and

15.3 agrees to indemnify, defend, and hold harmless the National Automobile Dealers Association (“NADA”), its affiliates, subsidiaries and each of their employees, officers, directors, agents, successors and assigns from and against any and all losses, damages, claim, fines, penalties and expenses (including reasonable attorneys’ fees) that arise out of or result from (a) injuries or death to persons or damages to property in any way resulting from or arising out of Exhibitor’s conduct of Event, (b) any failure of Exhibitor to perform, or cause to be performed, its obligations under sections 15.1 and 15.2 above, or (c) any acts or omissions of Exhibitor or any Exhibitor employee or agent in violation of any applicable law or regulation related to the Event.

16. INDEMNIFICATION AND WAIVER

Exhibitor agrees to indemnify, hold harmless, and defend NADA and its respective members, officers, directors, agents, and employees (“Indemnitees”) from and against any and all liabilities, damages, actions, losses, claims, and expenses (inclusive of attorney’s fees)

arising from any and all claims related to any act, omission, negligence, fault, or violation of law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, or invitees, including, but not limited to: claims arising from or relating to Exhibitor’s failure to obtain licenses or consents, and/or Exhibitor’s infringement or other violation of the intellectual property rights or the rights of privacy or publicity of any third party; claims resulting from allegations that its Exhibit or services provided by Exhibitor failed to comply with the applicable provisions of the Americans with Disabilities Act; or claims arising from or relating to Exhibitor’s failure to pay any tax when due, or failure to file any tax return when required.

Exhibitor hereby waives each and every claim which arises or may arise in its favor against any one or more of the Indemnitees for any and all loss or damage covered by valid and collectible insurance. Such waiver precludes the assignment of any claim by subrogation or otherwise.

17. VIOLATIONS OF CONTRACT

If Exhibitor defaults in the performance of any term of this Contract (including, but not limited to payment of fees, compliance with the terms of this Contract or any related agreement, maintenance of insurance, or compliance with any and all rules and requirements concerning displays, or use of the Expo facilities), NADA, at its option, may immediately terminate this Contract. Upon such termination, Exhibitor’s rights and privileges under this Contract shall terminate, NADA shall have the right to take possession of the space occupied by the Exhibitor and to remove all persons and goods, with no liability whatsoever to Exhibitor. In addition, NADA shall be entitled to recover any and all damages caused, in whole or in part, by such default, including liquidated damages as provided in Section 5. The remedies provided to NADA under this Contract shall be cumulative. If NADA commences legal action against the Exhibitor to enforce the provisions of this Contract, NADA shall be entitled to pursue any and all appropriate remedies and to recover attorney’s fees and costs. To secure performance of Exhibitor’s obligations under this Contract, Exhibitor hereby grants NADA a security interest in all personal property of Exhibitor located within the Expo facilities.

18. AMENDMENT TO TERMS AND CONDITIONS

Any and all matters or questions not specifically covered by these Terms and Conditions shall be subject to the sole discretion of NADA. NADA may, at any time, in its sole discretion, make reasonable changes, amendments, or additions to these Terms and Conditions, the Exhibit Rules and Regulations, or the Exhibit Design Regulations. Any such changes, amendments, or additions shall be binding on Exhibitor equally with the other terms and conditions contained herein.

19. MISCELLANEOUS

19.1 Neither party shall be liable for failure to perform its obligations if prevented from doing so by any cause beyond its reasonable control, including but not limited to fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, actual or threatened terrorist attacks, shortage of or inability to obtain materials, supplies or utilities, or any law or governmental action which becomes effective after the date of execution of this Contract.

19.2 If any provision of this Contract is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof.

19.3 The headings in this Contract are intended for convenience of reference and shall not affect its interpretation.

19.4 This Contract contains the entire understanding of the parties relating to the subject matter hereof, and supercedes any prior or contemporaneous understanding or representation, whether written or oral.

19.5 This Contract shall be deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any conflict of laws provisions. Each of the parties to this Contract irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding (collectively “Suit”) arising out of or in any manner related to this Contract, whether directly or indirectly, shall be brought and adjudicated in the U.S. District Court for the Eastern District of Virginia, Alexandria Division or the Fairfax County Circuit Court, Fairfax, Virginia, (b) submits to the exclusive jurisdiction of such court for the purpose of any such Suit, (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such Suit, any claim that such party is not subject to the jurisdiction of any of the courts referred to above, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper, and (d) hereby irrevocably waives any right to trial by jury in any court in any Suit for the adjudication of any claim or dispute between the parties arising under or relating to this Contract.

19.6 Exhibitor is solely responsible for, and agrees to pay when due, any and all sales, use, property, excise or other taxes imposed by any governmental authority upon or arising from Exhibitor’s activities in conjunction with the Expo, including, but not limited to, Exhibitor’s sale of goods or services. Exhibitor agrees, represents, and warrants that it will file any tax returns or similar documents required by any governmental authority.

EXHIBIT RULES AND REGULATIONS

Exhibitor agrees to comply with the following rules and regulations applicable to the NADA Show 2019 and ATD Show 2019 to be held at the Moscone Center & San Francisco Marriott Marquis in San Francisco, California. Failure to comply with these rules and regulations will have a negative impact on your placement and/or participation in future NADA & ATD shows.

1. FIRE SAFETY REGULATIONS

The use of flammable substances or materials of any kind is strictly prohibited. No paper decorations may be used. All decorative fabrics must be flame proofed in accordance with Fire Regulations. No gasoline or other flammable or explosive substances will be allowed in the building. Exhibitors must accept responsibility for full compliance with federal, state, county, and city Safety Regulations.

2. SUBMISSION OF FLOOR PLANS

Exhibitor agrees to submit to NADA no later than November 16, 2018 a floor plan showing booth structure, height, width, depth and placement of any furnishings and/or product displays, regardless of booth size. (NADA's review of floor plans is for the sole purpose of determining compliance with NADA Exhibit Design Regulations. No formal approval will be provided.) If Exhibitor fails to submit floor plans to NADA in a timely manner, NADA reserves the right to cancel this Agreement immediately. In the event of such cancellation, NADA shall refund to Exhibitor any payments made in accordance with the schedule outline in Section #5 of the Contract Terms and Conditions.

In the event that Exhibitor uses a multi-level or covered booth, Exhibitor agrees that such booth shall be constructed and maintained in compliance with any fire safety code provisions promulgated by the City of San Francisco and/or the Moscone Center or San Francisco Marriott Marquis governing fire safety equipment and construction relating to multi-level and covered displays.

3. EXHIBITS, SHIPMENT

All shipments by freight, rail, motor freight, or air must be prepaid and made on a straight bill of lading and should be carefully prepared to show number of pieces, weight classifications, carrier, routing, delivering carrier, etc. A copy of bills of lading and notice of shipment should be mailed to the official contractor at the address listed in the Exhibitor Service Kit. Shipments made in Exhibitor's own truck or not covered by bills of lading must be accompanied by a delivery ticket showing number of pieces, weights, etc. All shipments must be prepaid.

Shipments consigned to the official contractor will be received, handled, sorted and delivered to the Moscone Center or San Francisco Marriott Marquis docks at the rates listed in the Exhibitor Service Kits. All labor will be at prevailing rates.

All materials shipped for the Expo to the Moscone Center or San Francisco Marriott Marquis must be plainly marked NADA or ATD Expo with the name of the Exhibitor and the number of the booth space. NADA will not be responsible for materials consigned to its care.

Warehouse and Show Site labels are provided in the Exhibitor Service Kits.

Exhibitors must not ship goods in cardboard containers if they expect to use and store the same for packing at the close of the Expo. All excelsior and paper will be removed from packing boxes before going to storage.

4. EXHIBITS, MOVING IN AND REMOVAL OF

NADA Show exhibits may be moved into the Exhibit Halls of the Moscone Center starting Monday, January 21, 2019. Exhibit installation is to be completed no later than 5:00 pm, Thursday, January 24, 2019. ATD Show exhibits may be moved into the Ballroom of the San Francisco Marriott Marquis starting on Wednesday, January 23, 2019. Exhibit installation is to be completed no later than 3:00 pm, Thursday, January 24, 2019. Noisy and unsightly work will be strictly prohibited after opening of the Expo. Property received after the opening day must be arranged in space before 8:00 am following day of receipt. Exhibit materials will not be permitted to leave the building any time after installation until after the closing of the Expo, unless special permission in writing is obtained from NADA. All exhibit material must be removed from the Exhibit Halls of the Moscone Center by 5:00 pm, Wednesday, January 30, 2019 and the Ballroom of the San Francisco Marriott Marquis by 8:00 pm, Saturday, January 26, 2019. Children under the age of 18 will not be permitted on the exhibit floor during move-in and/or move-out.

5. EARLY TEAR-DOWN

Exhibitor shall not initiate tear-down, packing, or otherwise dismantle or abandon any portion of their booth prior to the official close of the Expo Hall. In the event Exhibitor begins tear-down or other prohibited activities prior to the close of the Expo, exhibitor will be

issued a non-compliance warning and fined a loss of one year's seniority point(s) towards booth selection at future Expos. A second violation of this section will result in the loss of two year's seniority point(s). A third violation may result in the Exhibitor's exclusion from the Expo for the next year in addition to the loss of all seniority point(s).

6. EXHIBITS, PLACING OF

NADA will not be responsible for the admission of any exhibit which does not fit within the dimensions and capacity of the entrance of the building, elevators and aisles, as now, or to be installed. All conforming goods arriving at the Moscone Center loading dock or the San Francisco Marriott Marquis loading dock will be placed in the spaces, at Exhibitor's expense, by NADA's Official Contractor. Exhibitor must have a representative present when the Official Contractor delivers the goods to Exhibitor's space so that Exhibitor can direct the arrangement of the items. Exhibitor is responsible for any additional cost or expense that may result from its failure to have a representative present to direct placement of the goods.

7. EXHIBIT SERVICES

NADA has selected Official Contractors to provide services for the Expo, with labor and equipment to be provided at prevailing rates and terms. A list of Official Contractors may be found in the Exhibitor Service Kits. NADA assumes no responsibility or liability whatsoever related to the performance or non-performance by any Official Contractor.

Exhibitor must use, without exception, an Official Contractor for electrical, plumbing, telecommunications, cleaning, material handling and rigging services. For other services, requests for exceptions to the use of Official Contractors will be considered only if Exhibitor submits a timely request in writing to NADA. NADA will not consider any exception request received after 5:00 PM, EST, on December 7, 2018. A service provider other than an Official Contractor used by Exhibitor with NADA's consent is hereinafter referred to as an "Exhibitor Appointed Contractor."

Any request for an exception must be accompanied by the Exhibitor Appointed Contractor's certificate of insurance, and a list of all exhibitor clients for whom the Exhibitor Appointed Contractor will be performing services at the Exhibition. NADA must be named as an additional insured. Exception will not be granted if use of the Exhibitor Appointed Contractor would be inconsistent with NADA's commitments and obligations in any contract with Official Contractors, or in its lease with the Moscone Center or San Francisco Marriott Marquis. All Exhibitor Appointed Contractors must meet the requirements specified in the Exhibitor Forms Section of the Exhibitor's Service Kit.

Exhibitor is responsible for ensuring that its Exhibitor Appointed Contractors abide by applicable badge requirements. Exhibitor understands and agrees that there may be an administrative fee associated with these procedures, and Exhibitor agrees to pay such fee. In the event that an Exhibitor utilizes an Exhibitor Appointed Contractor, Exhibitor agrees to indemnify and hold harmless NADA, its Official Contractors, and the Moscone Center and San Francisco Marriott Marquis from and against any claims, losses, damages, liabilities or expenses arising out of the acts or omissions of any of Exhibitor's Exhibitor Appointed Contractor.

NADA reserves the right, in its sole discretion, to withhold approval or to dismiss from the Show, any Exhibitor Appointed Contractor whose participation in the Expo may, in the sole opinion of NADA, lead to strikes, picketing, or other labor action directed at the Expo, or other disruption of the Expo, or unreasonable interference with or inconvenience to the Expo, NADA's official contractors, NADA, or any of the exhibitors.

Any controversies which may arise between exhibitors and contractors, or the personnel of either, shall be referred to NADA for resolution. The parties agree that decisions by NADA shall be final and binding.

8. PROTECTION OF THE FACILITIES AND THE PUBLIC

Exhibitor shall not use the Expo facilities or permit them to be used by any employee, agent, contractor, patron or invitee: (a) for any illegal purpose; (b) in conflict with any applicable law, ordinance, rule or regulation of any governmental authority; (c) in any manner which could vitiate the insurance or increase the rate of insurance on the facilities; (d) in any manner which constitutes any waste or nuisance; (e) in any manner which causes any injury to the facilities; or, (f) in violation of any applicable rule or regulation issued by management of the Moscone Center or San Francisco Marriott Marquis.

9. FACILITIES RULES

Exhibitor agrees to comply with all rules and regulations prescribed by the Moscone Center and San Francisco Marriott Marquis; to comply with the requirements of all local authorities; and to obtain, at Exhibitor's own expense, any necessary permits, licenses or equipment, should any be required for Exhibitor's displays or exhibit. Exhibitor agrees that failure to conform to all facilities and city rules and regulations may result in the close of its exhibit by NADA. Exhibitor agrees to comply with any reasonable request by any official of the Expo building or by NADA with respect to the installation, conduct and disassembly of its exhibit.

10. CARE OF EXHIBIT SPACE

Exhibitor shall properly protect and maintain its exhibit space. Exhibitors shall pay on demand to NADA or its designee the cost of restoring Exhibitor's space to the condition as of initial use by the Exhibitor, reasonable wear and tear expected.

11. DEPARTURE OF ATTENDEES FROM CONVENTION PREMISES DURING SHOW HOURS & MEETING AND HOSPITALITY ROOM GUIDELINES

11.1 Exhibitor may not encourage, organize, or otherwise promote the departure of Convention attendees from the Convention premises during NADA Show hours (Friday, 8:30am to 5pm, Saturday, 8:30am to 5pm, Sunday, 8:30am to 4pm) or ATD Show hours (Friday, 10:30am to 12pm & 1:30pm – 3pm, Saturday, 10:30pm to 12pm & 1:30pm to 3pm) by bus, limousine, taxi, other conveyance for any purpose, including entertainment, meals, social events, product demonstrations, client meetings, or athletic events.

11.2 Meeting and Hospitality Rooms – Exhibiting companies will be given priority in scheduling meetings rooms or hospitality/business suites at any of the official hotels or exhibit facilities. These hospitality functions and/or meetings may not occur during show hours.

11.3 Exhibitors who are found to be in violation of the above prohibitions on outside activities, during Convention & Expo hours, will be subject to the loss of seniority points and other penalties, at NADA's sole discretion.

12. RECORDATION OF VISUAL IMAGES OR SOUND

Exhibitors may record images or video of their own exhibit and related activities. Exhibitors will NOT be permitted to record, produce or transmit, in any medium whatsoever, visual images or sound of the Expo, or the exhibit or activities of any other exhibitor. Exhibitors and their agents, representatives, and employees MAY NOT RECORD, PRODUCT, OR TRANSMIT visual images or sound of Show/Expo workshops, super sessions, studio or exchange sessions, inspirational services, franchise meetings or other public programs or meetings.

Exhibitor, for itself, its employees, representatives, invitees, licensees and others acting on its behalf, hereby grants to NADA: (A) unconditional permission to photograph, video record or sound record Exhibitor's exhibit and activities relating thereto at any time; and, (B) exclusive, perpetual rights to use, display or reproduce, in any medium whatsoever, any such photographs, video or sound recordings, together with the likenesses and names of any persons appearing or recorded therein, for publicity, advertising, exhibition or exploitation, whether or not for profit.

13. AUDIO OR VISUAL DISPLAY EQUIPMENT

Exhibitor may use audio and/or visual display equipment in strict compliance with the following provisions. All equipment must be approved by the Underwriters Laboratories. The sound must be kept at a volume not to exceed that of normal conversation, 80 decibels; all audio speakers must face inward and not out towards the aisles; must not interfere with neighboring Exhibitors; and, must be devoted exclusively to the business of the Exhibitor. Video productions relating to exhibitor's product/service will be permitted, provided equipment and screens are set back from all aisles and all viewers stand or sit within the confines of the booth.

14. OBJECTIONABLE APPARATUS

No Exhibitor shall show any goods or apparatus in operation if the same is noisy or otherwise objectionable to surrounding exhibitors, or to NADA.

15. ADVERTISING, DISPLAY AND DISTRIBUTION RESTRICTIONS

15.1 Taste and decorum. Exhibitors must not display or distribute catalogs, advertising, or printed material that, in the opinion of NADA, contains sexually explicit, undignified, or otherwise objectionable material. Exhibitor may use professional models within their booth space; however, the models must be tastefully dressed. Model attire that, in the opinion of NADA, is sexually provocative, undignified, or otherwise objectionable, will not be permitted. Models must remain in Exhibitor's assigned booth space and may not walk

the exhibit hall aisles or other areas of the convention center for the purpose of soliciting business or directing/escorting people to their booth.

15.2 Within booth only. Except as noted in section 15.3 below, exhibitors or their agents must not distribute promotional material from any location outside of the Exhibitor's assigned booth space. Further, Exhibitors must not display any advertisements, company names, product names, or other promotional material of any kind at any location outside of Exhibitor's assigned booth space. By way of example and not limitation, the prohibitions of this paragraph apply to restrooms, restaurants, workshop rooms, and any other public areas outside of Exhibitor's assigned booth space, except as arranged and approved by NADA.

15.3 Activities outside the assigned booth. Exhibitors and Co-Exhibitors may arrange for advertising and sponsorships outside of their assigned booth space at the Convention Center only as approved and arranged through the NADA sponsorship and advertising program.

15.4 No live animals. No live animals will be allowed within any exhibit or the exhibit halls, with the exception of guide and service animals.

15.5 No peanuts or popcorn. Peanuts and popcorn in any form are not allowed in the exhibit halls.

15.6 No third-party promotions. Exhibitors are not permitted to display names or advertisement of persons, products, or entities other than those of the Exhibitor and any Co-Exhibitors approved and registered by NADA under section 7 of the Contract Terms and Conditions. Exhibitors are permitted to use another person's or firm's product to the extent necessary for operation of displays or demonstrations relating to Exhibitor's products or services; however, identification of the third-party item must be limited to the usual and regular nameplate or imprint displayed on the third-party article in the general course of business.

Exhibitors and Co-Exhibitors that advertise or distribute advertising materials, other than through NADA under section 15.3 above, outside their assigned booth space, whether in public spaces within the convention center, on the exterior or grounds of the convention center, or on the premises of hotels within the NADA convention block of hotels, may be penalized by NADA by the loss of seniority points, a fine equal to the cost of their unapproved advertising if procured through the NADA sponsorship and advertising program, or by other penalties, at NADA's sole discretion.

Exhibitors are responsible for all advertising conducted in their name by any subsidiary, affiliate, partner, agent, or outside vendor such as an advertising agency or local representative.

15.7 Air or gas supported displays. Exhibit Product Displays supported, propped up or buoyed, in whole or in part, by lighter-than-air gas, or by blown or pressurized air, (hereinafter "Inflatable Display") are permitted only in accordance with the following restrictions. (A) The Inflatable Display(s) must not be larger than 50% of the total booth floor area assigned to Exhibitor; (B) the top of the Inflatable Display(s) must not exceed the height restriction applicable to the Exhibitor's assigned booth space (12 ft. for Inline booths, 16 ft. for Perimeter booths, and 20' for Peninsula or Island booths); (C) the Inflatable Display(s) must remain within the interior of Exhibitor's assigned booth space at all times; and, (D) any fan, blower, or other device used to support the Inflatable Display(s) must not be so noisy as to interfere with the rights of neighboring exhibitors.

16. LIGHTS, SECURITY

General lighting for the Expo will be furnished. Special lighting, spotlights, power for motors, etc., if desired, must be arranged for by the individual Exhibitor at its own expense. No persons will be permitted to enter or remain in the Expo after the closing hour of the Expo without NADA's prior approval, which approval NADA reserves the right to withhold in its sole discretion. NADA assumes no responsibility for any materials left in exhibit booths.

17. BADGES

Appropriate badges and identification will be furnished to Exhibitors and their employees by NADA upon proper registration. Exhibitor must ensure that all of its agents, representatives and employees wear and display their official NADA/ATD identification badges at all times while in the Expo, Workshops and General Sessions. Each individual must wear ONLY the identification badge with his or her name on it. Individuals sharing their badges with unregistered persons or allowing their badges to be used for deceptive purposes may have their registration revoked by NADA and be escorted out of the Show/Expo premises.