The NSSF® Range-Retailer Business Expo™ JULY 11-13, 2022





CTDEET			PA	LICENSE FOR EXHIBITION EMENT USE ONLY
COUNTRY	STATE		Account ID:	
EMAIL			2022 BOOTH NO:	
BOOTH SPACE:				
Non NSSF Members:	\$26.00 per square foot x	Sq. ft. =		2a
NSSF Members:	\$20.00 per square foot x	Sq. ft. =		2b
CORNERS:	\$200.00 per corner x	corner(s) =		3
	In-Line Corner (1)	Peninsula (2) Island (4		
FURNITURE PACKAGE: (Package includes 1 table and		package(s)		4
Products to be exhibited:				NTRACT OTAL
	lisplay?	_	ike to become an NSSF Member or	would like to receive informa
□ yes □ no		_	ike to become an NSSF Member or	
yes no no	in U.S. Funds and mail to:	_	ike to become an NSSF Member or	would like to receive informate schedule 50%
yes no Please make check payable National Shooting Spo Attn: Accounting	in U.S. Funds and mail to:	_	ike to become an NSSF Member or PAYMENT	SCHEDULE
Please make check payable National Shooting Spo Attn: Accounting 11 Mile Hill Road	in U.S. Funds and mail to:	_	ike to become an NSSF Member or PAYMENT Due with application	SCHEDULE 50% 100% g with this signed Application &
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NSSF Range-Retailer Business Expo

LICENSE FOR EXHIBITION PARTICIPATION

Company, its employees, and representatives identified in the Exhibitor Application (Page 1), is hereinafter referred to as "Exhibitor," and National Shooting Sports Foundation, Inc., its directors, officers, employees, and authorized agents, are hereinafter collectively referred to as "Management."

Management grants Exhibitor the limited, non-transferable revocable License (defined in Section 4) to participate in the NSSF Range-Retailer Business Expo (the "Exhibition") and prepare an exhibit of its products and/or services as described in its Exhibitor Application subject to the terms stated herein. Management shall have the exclusive right to establish, interpret, and enforce the terms of this License, including determining whether there have been any violations, and all decisions are final and binding.

- 1. <u>Exhibition Owner & Manager Information</u>. The Exhibition is owned and managed by the National Shooting Sports Foundation, Inc., 11 Mile Hill Rd., Newtown, CT 06470-2359.
- 2. <u>Range-Retailer Business Expo Trademark License.</u> "The Range-Retailer Business Expo" name is a trademark of the National Shooting Sports Foundation, Inc. Subject to the Trademark Branding Guidelines, Exhibitor is granted a non-exclusive, royalty-free, revocable license to use this trademark in their advertising and marketing materials, including websites, to promote their exhibition participation through the last date of the exhibition to which this License pertains. NSSF Trademarks shall not be used on any items for sale or distributed in exchange for other consideration or in any manner that expresses or implies that the Exhibition or Management endorses, sponsors or otherwise supports Exhibitor's activities.
- 3. Admissions. Admission to the Exhibition is open only to qualified companies doing business in the industry served by the Exhibition and who are registered with Management. No persons under 16 years of age (including infants) will be admitted to the Exhibition. It is a violation for any Exhibition attendee (exhibitor or general attendee) to falsely certify third parties for admission to the Exhibition, including, without limitation, permitting a third party to register using the attendee's company name unless the third party is a member of attendee's personnel or has a contractual business relationship with the attendee (other than as a consumer of attendee's products and/or services for personal use) or using any other method to assist ineligible parties to gain admission to the Exhibition. All attendees must meet Exhibition eligibility requirements and admissions to the Exhibition are subject to verification by Management. Show badges constitute a limited, revocable license to attend the Exhibition and cannot be reproduced, transferred or resold. Show badges are the property of Management and may be revoked at any time for any reason. Management shall have sole control over admission policies at all times and may establish new policies or revise existing policies at any time. Management reserves the right to take appropriate action in enforcing admissions policies, up to and including evicting exhibitors and attendees from the Exhibition found in violation of admission policies.
- 4. <u>License</u>. This License includes all rules, regulations and other provisions set forth herein, and incorporates by reference the Exhibitor Application (Page 1) and the Exhibitor Service Manual, including Exhibition Product Eligibility, Display and Advertising Rules, and rules of the Exhibition facility, together with any attachment hereto or thereto and any other terms incorporated by reference herein or therein (as any of such may be amended, supplemented or terminated from time to time by Management) (collectively, the "License") and Exhibitor agrees to be bound by such. The Exhibitor Service Manual for each Exhibition is available at www.nssf.org/expo. This License is issued solely and exclusively to the named Exhibitor identified in the Exhibitor Application. Exhibiting manufacturer's representatives and/or distributors must list their participating principals as the Exhibitors of record. This License is a limited, non-transferable, revocable license permitting Exhibitor to occupy and utilize the booth area or other space assigned to it by Management at the Exhibition and to exhibit permitted products and utilize such services as are provided by Management, subject to all License terms. Management reserves all other rights not expressly granted to Exhibitor. Neither Management nor the Exhibition endorse, certify or assume responsibility for exhibitors or their products or services. Mere participation in the Exhibition or issuance of this License does not imply such endorsement, certification or Management responsibility. This License can be revoked at any time at the sole discretion of Management, including, without limitation, for any Exhibitor violation of this License. Exhibitor agrees that this agreement is a license and that it does not constitute a lease or other rental agreement.
- 5. <u>Acceptance of Booth Application.</u> Management's receipt of a signed Exhibitor Application and/or a payment does not constitute acceptance by Management. Management reserves the right to accept or reject an Exhibitor Application up until 45 business days after its receipt regardless of whether any payment has been made. Any payments made in connection with a rejected Exhibitor Application will be returned.
- 6. Payment. In order to reserve Exhibition booth space, a non-refundable deposit in the amount identified in the "Payment Schedule" on the Exhibitor Application is required upon the return of the Exhibitor Application to Management. Exhibitor shall pay all remaining booth registration fees in accordance with the Payment Schedule. All fees and related charges due, including additional fees, if any, for advertising insertions or payments by credit card, together with any late fees thereon, must be paid in full before Exhibitor shall be permitted to install its display at the Exhibition. The Exhibitor Application shall serve as Exhibitor's invoice for all booth registration payments owed to Management. Failure by Exhibitor to pay all booth registration and other fees in full in a timely manner may be considered a withdrawal or cancellation by Management and may result in the Exhibitor being prohibited from participation in the Exhibition.

- 7. Advertisements. All advertising insertion orders must be paid in full prior to the installation of Exhibitor's display and are non-cancellable and non-refundable. No credits will be given for advertising paid for but cancelled. In the event Exhibitor withdraws or cancels its participation in the Exhibition, Exhibitor shall be responsible for full payment of all advertising. Management reserves the right to reallocate such advertising space at its discretion. All advertisements are subject to approval by Management. Management reserves the right to offer new products or positions throughout the show cycle.
- 8. <u>Rules & Regulations</u>. Show Management may issue and enforce such rules, regulations and policies it deems necessary for the safe, orderly and commercially sound operation of the Exhibition. Exhibitor agrees to comply with all such rules, regulations and policies, including, without limitation, the Exhibitor Rules & Regulations, the Exhibit Display Regulations, the Exhibitor Resource Center, the Rules of the Exhibition Facility, and all other rules, regulations and policies (collectively "PR&Rs" in existence or as amended from time to time) governing the Exhibition and Facility, and acknowledges, if requested, receipt of a copy of the same. Management will use its best reasonable efforts to notify Exhibitor of any changes to Exhibition rules, regulations and policies, but Exhibitor acknowledges and agrees that it retains the responsibility to keep itself apprised of the current PR&Rs.
- 9. <u>Default in Occupancy.</u> The actual occupancy by Exhibitor of its Exhibition booth is of the essence. If Exhibitor does not occupy its booth, Management, in its sole discretion, is entitled to occupy the booth or cause it to be otherwise occupied as Management deems in the best interest of the Exhibition without in any way releasing Exhibitor from any liability hereunder. If Exhibitor's booth is not occupied by the time set for completion of installation of displays, Exhibitor shall be in breach of this License and such space may be repossessed and used by Management for any purpose it may see fit.
- 10. Exhibitor Violations. If Exhibitor breaches any of the terms under this License, and Exhibitor fails to correct such violation after notification at its expense, in addition to any other actions Management may take as identified elsewhere in this License, Management may (i) revoke this License, (ii) evict Exhibitor from the Exhibition and prohibit Exhibitor from attending and/or exhibiting at any future exhibitions run by Management, (iii) retain all amounts paid in connection with the Exhibition and issue no refunds, (iv) collect from Exhibitor upon demand any outstanding fees as of the date of Exhibitor's default (including attorney's fees, costs and interest), and (v) pursue any other legal or equitable remedies to which Management is entitled.
- 11. <u>Cancellation</u>, <u>Withdrawal</u>. In reliance on Exhibitor's acceptance of this License, Management shall incur expenses, allocate resources, and take other actions in connection with Exhibitor's anticipated attendance at the Exhibition. Accordingly, any cancellation of the License or withdrawal from the Exhibition by Exhibitor: (a) must be effected by written notice to Management via certified mail, return receipt requested; and (b) entitles Management to the full amount of all fees paid to date by Exhibitor plus any amounts due per the Page 1 Payment Schedule terms as reasonable liquidated damages for Management's costs and detrimental reliance on Exhibitor's original acceptance and not as a penalty. Show Management retains the right to relocate the Exhibitor's booth anywhere within the Exhibition facilities as Show Management may determine in its sole discretion to be in the best interest of the Exhibition.
- 12. <u>Eligible Exhibits</u>. Exhibitor agrees to prepare an exhibit of its qualified products and services in accordance with this License. Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants that directly pertain to the function and industry to which the Exhibition relates. Management reserves the right to determine the appropriateness and/or eligibility of any product or services displayed or promoted. Only the name of the Exhibitor identified in the Exhibitor Application may be placed on the booth or in the printed list of exhibitors of the Exhibition.
- 13. Exhibit Displays; Decoration. Management shall have full discretion and authority in the placement, arrangement, and appearance of all booths and items displayed therein by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability shall attach to Management for costs that Exhibitor may incur thereby. Decorations or other additions made to booths (e.g., booth backgrounds, dividers, etc.) shall not be unsightly or offensive or disturb or encroach upon exhibitors in adjoining booths. No exhibit will be allowed to extend beyond Exhibitor's allotted space or exceed other limitations as set forth in the Exhibitor Service Manual or otherwise imposed by Management. If booths remain unfinished at 5:00 p.m. of the day before the opening day of the Exhibition, Management shall authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges involved thereby. In addition, if Exhibitor has not started setting up any of its displays by 3:00 p.m. of the day before the opening day of the Exhibition, Management reserves the right to have such displays installed at Exhibitor's expense. All exhibits shall be ready by 8:00a.m. on the opening day of the Exhibition. Management will not allow any set-up of exhibits after this time.
- 14. Exhibitor Conduct. Retail sales are absolutely prohibited during the Exhibition. All Exhibitor activities, including the distribution of samples, souvenirs, publications, etc., or other sales or marketing promotion activities, shall only be conducted by Exhibitor within its booth. Management retains sole discretion to approve, control, or prohibit what promotional items are distributed and where and how promotion activities occur. No article containing any product other than the product or materials made or processed or used by Exhibitor in its product or service may be distributed except by written permission of Management. In no event shall Exhibitor use its booth or distribute any materials to promote any other exhibition or conference. The Exhibitor shall conduct its exhibit so as not to inconvenience, annoy, endanger, or interfere with the rights of other exhibitors and visitors or impede or obstruct the operation of the Exhibition. Any action resulting in complaints from any other exhibitor or any visitor or that disrupts the Exhibition, in the sole opinion of Management, may be prohibited by Management.
- 15. <u>Assignment, Subletting or Sharing of Booth Space; Booth Usage</u>. Exhibitor shall not transfer, assign, sublet, share or otherwise permit any person or company to occupy Exhibitor's booth, or any part thereof, or use the booth for the exhibition of anything not specified in this License. Exhibitor shall not exhibit, offer, distribute or otherwise advertise products or services not produced,

distributed or offered by Exhibitor in the normal course of its business, unless such products or services are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such products or services shall be limited to the regular brand, nameplate, imprint, or other identification which in standard practice normally appears on them or as which they are commonly known. Exhibitor may not permit non-exhibiting companies' representatives to market or solicit business in Exhibitor's booth.

- 16. Policy Against Exhibitor Infringement & Counterfeiting. The Exhibition provides a congenial atmosphere for professionals to conduct their business without fear or concern that their products and services will be copied or their intellectual property rights infringed upon by third parties. Management is firmly committed to the laws prohibiting counterfeiting and infringement of the intellectual property rights (e.g., copyrights, trademarks, trade dress, patents, etc.) associated with the products and services that exhibitors display. In the event an exhibitor suspects that a third party is infringing upon the exhibitor's intellectual property rights, the exhibitor's best recourse is to seek an appropriate legal remedy such as a temporary injunction, seizure of goods order or cease and desist order from a court with jurisdiction over the matter. In the event it is determined by either Management or a court of competent jurisdiction that an exhibitor or attendee has violated this policy, the exhibitor or attendee will risk immediate removal from the Exhibition and exclusion from future exhibitions, in addition to any other sanctions Management may impose in its discretion or as permitted by law.
- 17. Security. Show Management will provide the services of a reputable and licensed protective agency to patrol the general Exhibition during the period of installation, show, and dismantling, but Show Management has no obligation and is not agreeing to protect, secure or monitor any specific exhibitor booth space or property found therein. Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Show Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may contract additional guards at their own expense and risk to protect persons and property, only with prior approval by Show Management. Contracted guards must be locally licensed, shall be restricted to designated areas, and no weapons of any type are permitted without Show Management's prior written authorization.
- 18. <u>Business Licenses, Permits, and Authorizations</u>. Prior to exhibiting at the Exhibition, Exhibitor must ensure that it has all necessary licenses, permits and authorizations and is otherwise in compliance with all applicable federal, state and local laws and regulations for the business that Exhibitor will conduct at the Exhibition. Exhibitor represents and warrants to Management that it will take full responsibility for obtaining such licenses, permits and authorizations and agrees to defend, indemnify and hold harmless Management from any damages, losses, or expenses incurred by Management due to violations of any such legal and/or regulatory requirements.
- 19. <u>Sound Level</u>. Mechanical or electrical devices used by or on behalf of Exhibitor which produce sound must be operated so as not to disturb other exhibitors. Management reserves the right in its sole discretion to determine the placement and acceptable sound level of all such devices.
- 20. <u>Damage to Property</u>. Exhibitor shall pay the actual cost to replace, repair and/or restore, in Show Management's discretion, any part of the Exhibition Facility (e.g., floors, walls or columns) or booth equipment provided (ordinary wear and tear excepted), or other exhibitors' property, that is damaged, destroyed or suffers other casualty by Exhibitor. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.
- 21. Photography of Exhibition; Exhibitor Booths and Activities. No photography, videotaping, or other recordings (collectively, "Photography") of the Exhibition is allowed except by those with valid media badges or as otherwise stated in this paragraph. All photographic rights for the Exhibition are reserved to Management. Professional Photography in the Exhibition required by Exhibitors can be carried out at moderate charges by Official Photographers (as designated by Management) if desired. Exhibitors wishing to make arrangements for the professional photographing of their exhibit must apply to Management. Exhibitors may photograph their own booths, products and activities within their booths for internal marketing purposes only. However, Photography of other exhibitor booths or products is strictly prohibited and such violations may result in the confiscation of camera or recording equipment in addition to any other action Management may in its sole discretion deem appropriate. Exhibitors are encouraged to report violations of this rule to Management.
- 22. Photography; Rights of Management. From time to time, photographs, videos, filming and/or other recordings may be made of the Exhibition by Management or third parties contracted by Management, which may include images of Exhibitor, its employees, representatives and Exhibitor's materials, products and displays. Exhibitors may not hinder, obstruct, or interfere in any way with such Photography whether by Management or others working on Management's behalf, and hereby consent to Management's use of such Photography for any reasonable commercial purposes. Exhibitor grants Management and others contracted by Management a non-exclusive, royalty-free, irrevocable, worldwide license to use Photography of Exhibitor, including, without limitation, Exhibitor's display, materials, products, Exhibitor's trademarks, service marks, or other Exhibitor identifiable images, and any other images captured by Management.
- 23. <u>Food and Beverage</u>. All food and beverage is supplied by official catering services providers of the Exhibition facility. The preparation and distribution of food and beverage samples or other perishable products by exhibitors, or exhibitor use of exhibitor designated contractors to provide food and beverage requires the prior approval of Management.
- 24. <u>Suitcasing/Outboarding</u>. Management considers "suitcasing" and/or "outboarding" to be unethical business conduct and strictly prohibits both practices at the Exhibition. "Suitcasing" refers to the practice of companies or persons who come to the Exhibition as attendees but "work the aisles" from their suitcase (briefcase), soliciting business from other attendees and exhibitors. "Outboarding" refers to non-exhibiting companies who set up exhibits or events at off-site locations during the period of the Exhibition, such as hotel

hospitality suites or nearby restaurants, and encourage attendees to leave the Exhibition and spend time with them. The only legitimate place to conduct business during the Exhibition is within a contracted exhibit space on the show floor. Only registered exhibitors and sponsors of the Exhibition are allowed to conduct hospitality events during the period of the Exhibition. Exhibiting companies are encouraged to protect their investment by reporting actual or suspected violations of the Exhibition's suitcasing/outboarding rules immediately to Management.

- 25. <u>Hotel Room Drops</u>. The right to distribute or broadcast marketing and promotional materials and other items of any nature in Exhibition hotels during the Exhibition is reserved to Management. Exhibitor shall not independently make arrangements with Exhibition hotels for such services. Any materials or items to be distributed are subject to separate license issued by Management in its sole discretion.
- 26. <u>Contests, Lotteries, Raffles & Games of Chance</u>. The operation of games of chance during the show, including sweepstakes, raffles, drawings, contests, lotteries; gambling or gaming devices; or tournaments, pools or wagering, whether real or simulated is permitted only to the extent allowed by applicable state and local laws where the Exhibition takes place and only within the confines of an exhibitor's booth. Games of chance conducted by exhibitors prior to the show shall comply with show attendee admission and eligibility requirements and rules prohibiting the transfer of show badges. Exhibitors are responsible for all logistics involved with the organization and operation of their games of chance or other promotion, including, without limitation, collecting entries and notifying winners.
- 27. <u>Booth Staffing</u>; <u>Booth Space</u>. Booth representatives shall be restricted to Exhibitor's employees and authorized representatives. Booth representatives shall at all times wear badge identification furnished by Management. Management may at any time limit the number of booth representatives. Exhibitor's booth must be staffed by Exhibitor during all hours the Exhibition is open.
- 28. Exhibitor Representative Conduct; Attire. Exhibitor acknowledges that it is aware of the nature and character of the Exhibition, and covenants that it will require booth representatives to dress and conduct themselves accordingly. Management reserves the right to determine, in its sole discretion, whether the character and/or attire of booth personnel is acceptable, in light of the nature and character of the Exhibition, and in keeping with the best interests of other exhibitors, attendees and/or the Exhibition.
- 29. <u>Damage to Property</u>. Exhibitor is liable for any damage it causes to building floors, walls or columns, or to booth equipment provided, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.
- 30. <u>Union Labor</u>. When required by the Exhibition facility, Exhibitor shall employ only local union labor and comply with all union rules in the installation and dismantling of its exhibit. Please refer to the Exhibitor Service Manual for further guidance. Labor will be made available at Exhibitor's cost. Furthermore, all displays must meet the building codes of the jurisdiction in which the Exhibition takes place. Failure to do so shall constitute a breach of this License
- 31. Special Services; Contractors. Management has retained independent, official Exhibition contractors to provide the following services: drayage, cartage, furniture, booth and floor decorations, signs, photography, lead retrieval, and other related services. Electricity, water and other utilities are provided only upon request. Payment for services provided is the sole responsibility of the Exhibitor. Official Exhibition contractors and their prevailing rates will be listed in the Exhibitor Service Manual. All rates are subject to change at any time. Management assumes no responsibility or liability for any services performed or materials delivered by any Exhibition contractor. Agreements for these services and payment shall be made directly between Exhibitor and Exhibition contractors. Exhibitors may use contractors other than official Exhibition contractors in limited circumstances. Use of unofficial, exhibitor-designated contractors shall require the advance written consent of Management and shall be required to comply with Exhibition rules, state and local laws, and Exhibition facility policies. Additionally, all unofficial contractors must meet the minimum insurance requirements established by Management and provide proof of such insurance naming The Freeman Companies, National Shooting Sports Foundation, Inc., the Exhibition facility, and the city in which the Exhibition is held (as applicable if a public facility), as well as each of their affiliates and respective officers, directors, employees, agents, successors, assigns and affiliates, as additional insureds thereunder. Where union labor is required because of Exhibition facility or contractor requirements, Exhibitor agrees to comply with such rules and regulations. Rules and regulations for union labor are made by the local unions and these regulations may change at any time without notice.
- 32. <u>Fire, Safety and Health.</u> Exhibitor must strictly observe all applicable state and local fire, safety and health laws and regulations and Exhibition facility policies. Exhibitor booths are subject to inspection at any time to ensure compliance. Drapes, table cloths and all booth decorations must be flameproof. Smoking in the Exhibition facilities is forbidden except in smoking areas designated by the Exhibition facility. Aisles and fire exits must not be blocked. Products on display must abide by applicable safety codes. No storage behind exhibits is provided or permitted. All wiring on displays or display fixtures must conform to the applicable safety standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit all applicable seals of official approving agencies as may be required at the site of the Exhibition.
- 33. Receipt of Goods and Exhibits. All goods and exhibits must be received at designated receiving areas. All goods and exhibits must be plainly marked and all charges prepaid.
- 34. <u>Care and Removal of Exhibits</u>. Management will maintain the cleanliness of all aisles, except that Management may require Exhibitor to immediately remove any of its property that may be in any aisle. Exhibitor must, at its own expense, keep exhibits clean

and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by Management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitor Service Manual. In the event Exhibitor fails to remove its exhibit in the allotted time, Management reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing, or to place the exhibit in a storage warehouse, or to make such other disposition of the exhibit as it may deem desirable, without any liability to Management.

- 35. Termination of Exhibition. In the event that the facilities in which the Exhibition is to be or is being conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding or continuation of the Exhibition or the performance by Management of its obligations under the License are interfered with by virtue of any cause or causes not reasonably within the control of Management, this License and/or the Exhibition (or any part thereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates this License and/or the Exhibition (or any part thereof), then Management may retain such part of Exhibitor's Exhibition fee and/or other payments as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. In the event of such termination, Exhibitor expressly waives any and all recourse or claims for loss or damages against Management. For purposes hereof, the phrase "cause or causes not reasonably with the control of Management" shall include, but not be limited to: acts of God; fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade; embargo; inclement weather; war (declared or not); terrorism (domestic or foreign) governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; venue cancellation; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; federal, state or local laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional.
- 36. Non-Assignment of License. This License is non-assignable and non-transferable by Exhibitor. Any attempted assignment or transfer of this License shall be null and void and shall constitute a breach, resulting in termination and cancellation of Exhibitor's right to participate at the Exhibition. Management may assign the License at any time to any third party or affiliate, by operation of law, or otherwise.
- 37. <u>Interest and Collection Fees</u>. Any exhibitor failing to meet its financial obligations to Management when due will continue to be responsible for all outstanding payments and may be required to pay interest on such amounts at a rate of 1% per month (12% per annum), or the maximum rate allowable by law, as well as, any fees, including court costs, collection fees, and attorney's fees, Management may incur to collect any amounts past due.
- 38. Indemnity; Limitation of Liability. Exhibitor agrees to defend, indemnify and hold harmless Management, the owner of the exhibition facility, and the city in which this Exhibition is being held (as applicable if public facility), and each of their respective directors, officers, employees, agents, contractors, volunteers, and others working on their behalf, from and against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind (including, without limitation, reasonable attorneys fees and costs) arising out of or resulting from its execution of this License, its occupancy of the space herein contracted for or presence at the Exhibition by reason of bodily or personal injuries, death, property damage or any other cause sustained by any persons or others. In addition, Exhibitor shall defend, indemnify and hold harmless Management from and against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind (including, without limitation, reasonable attorneys fees and costs) arising out of or resulting from (i) the actions, inactions or negligence of Exhibitor, its agents, representatives, or employees, or (ii) the actual or alleged breach by Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly and whether intentionally or unintentionally (including, but not limited to, the advertising, sale or distribution of pirated goods and "knock-offs" of existing products and services). Management shall not be responsible for and shall have no liability resulting from loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, heating, ventilation or air conditioning failure, theft, pilferage, mysterious disappearance, bomb threats or other causes of any kind. All such items brought to the Exhibition are displayed at Exhibitor's own risk, and should be safeguarded at all times. Management will provide the services of a reputable protective agency to patrol the general Exhibition during the period of installation, show, and dismantling, but Management has no obligation and is not agreeing to protect, secure or monitor any specific Exhibitor's booth space or property found therein. Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own expense and risk, only with prior approval by Management. Exhibitor agrees that Management shall not be liable in the event of any errors or omissions in Exhibitor's in any promotional material. Management makes no representations or warranties with respect to the number of Exhibition attendees, daily attendee traffic volume or the demographic nature of such attendees.

The individual holding herself/himself out as duly executing the Exhibitor Application (Page 1) on behalf of Exhibitor acknowledges that Management is relying on such individual's representation that s/he is authorized to do so. If s/he is not so authorized, s/he hereby covenants to indemnify Management from and against any liability whatsoever caused to Management by her/his execution of the Exhibitor Application and (without limitation) shall be liable to Management for all payments that would have been payable to Management by Exhibitor had the License been duly executed on behalf of Exhibitor.

39. <u>Insurance</u>. Exhibitor understands and agrees that Management, the Exhibition, the owner of the exhibition facility, or the jurisdiction in which the Exhibition occurs do not and will not maintain insurance covering Exhibitor, and it is the sole responsibility of

Exhibitor to obtain at its cost sufficient insurance coverage for its Exhibition activities, including coverage for its personnel and property. Exhibitor is strongly advised to verify that its insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance. The following is the minimum suggested insurance coverage Exhibitor should obtain and have in effect for the Exhibition: (i) Commercial General Liability insurance against claims for bodily injury (including death), personal injury, property damage, as well as contractual, advertising and products/completed operations liability occurring in or upon or resulting from the Exhibition, with combined single limits of liability of at least \$1,000,000 per occurrence, with National Shooting Sports Foundation, Inc., the Exhibition facility, and city in which the Exhibition is being held (if a public facility) added as additional insureds on a primary non-contributory basis; and (ii) Workers' Compensation and Employers Liability insurance as required by the law of the state in which the Exhibition is held. Insurers writing such policies should be licensed in the state where the Exhibition takes place. The recommended insurance coverages and limits stated herein are minimum requirements and in no way limit the liability of the Exhibitor in the event of a claim.

- 40. <u>Losses</u>. Management shall not bear any responsibility, financial or otherwise, for any loss, damage or other casualty to Exhibitor's property, or lost, delayed or rejected shipments either coming in or going out of the Exhibition, or for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. Exhibitor is strongly advised to maintain its own property insurance to insure against such risks. If Exhibitor's exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost.
- 41. <u>Resolution of Disputes</u>. In the event of a dispute or disagreement arises during the Exhibition between Exhibitor and an official Exhibition contractor, or between Exhibitor and a labor union or labor union representative, or between two or more exhibitors, all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement that may be made by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.
- 42. <u>Applicable Law; Forum Selection Clause</u>. This License is deemed to be entered into in the State of Connecticut and governed by the laws of the State of Connecticut without regard to any conflicts or choice of law principles thereof. Exhibitor consents to the exclusive jurisdiction of the courts of the State of Connecticut for the resolution of any and all disputes and claims arising out of this License. Management, however, shall not be obligated to enforce its rights in the State of Connecticut, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of Connecticut or any other jurisdiction chosen by Management to enforce its rights hereunder.
- 43. <u>Attorney's Fees and Costs</u>. If any action or proceeding is brought to enforce or interpret this License, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment.
- 44. Changes to Dates, Venue and Booth Space. Management shall, at its sole discretion, be entitled to change the dates and/or the venue for the Exhibition upon written notice to the Exhibitor. Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such changes in the Exhibition schedule or location. Additionally, Management reserves the right to relocate Exhibitor to any space within the Exhibition facility at any time. Management shall be entitled to retain any portion or Exhibitor's Exhibition fee paid to date and said amount shall be applied to the Exhibition as though no change in dates or venue had occurred. Any remaining payments from Exhibitor shall be due in accordance with the agreed upon Page 1 Payment Schedule terms for the Exhibition. In the event that Exhibitor should cancel participation, due to a change in date, venue, or space assignment by Management, Exhibitor would be subject to liquidated damages as set forth herein.
- 45. <u>Interpretation: Amendment to Rules.</u> Management shall have the exclusive right in establishing, interpreting, and enforcing this License, including determining whether there has been a violation of this License, and its decisions are final and binding. Any matters not specifically covered by this License shall be subject solely to the decision of Management. Management reserves the right to adopt further rules and regulations, amend existing rules and regulations or terminate such rules and regulations, as may be deemed necessary by it for the general success of the Exhibition. Any such revisions or amendments when made and brought to the notice of Exhibitor shall be and become part hereof as though originally incorporated herein and Exhibitor shall be subject to the provisions of the License as so amended or supplemented.
- 46. Exhibition Mailing List; Privacy. Mailing lists containing Exhibitor's company contact information may be used by Management for its own communications and made available by Management to other registered exhibitors of the Exhibition and third parties pursuant to a separate license. By providing Management with the information on the Exhibitor Application, Exhibitor consents to Management's use of Exhibitor's company contact information and any compilation and dissemination of such information by Management to registered exhibitors of the Exhibition and other parties for their respective use. Exhibitors should refer to the opt-out instructions in the communications they may receive if they do not want to receive further communications.
- 47. <u>Americans with Disabilities Act.</u> It is the responsibility of Exhibitor to make its booth space fully accessible to those with physical or other impairments and to comply with all applicable federal, state and local laws and regulations, including the American with Disabilities Act ("ADA").