

NACStech[®]

NACS PCATS[™]

MAY 21-23, 2012

GAYLORD OPRYLAND

NASHVILLE, TN

**EXHIBIT SPACE
TERMS & CONDITIONS**

Terms & Conditions

1. Eligibility and Payment

- a. To apply for exhibit space at the **NACStech 2012** Trade Show sponsored by NACS - The Association for Convenience and Fuel Retailing® ("NACS") and held May 21-23, 2012 at the Gaylord Opryland, Nashville, TN ("the Facility"), applicants must complete all relevant portions of this application form and return the original application (not a copy) to NACS. The person signing this application warrants that he/she has the authority to bind contractually the organization applying for exhibit space.
- b. NACS Show Management reserves the right to determine the eligibility of all potential exhibitors. A properly completed application, accompanied by the appropriate deposit will be considered an offer by the applicant to purchase exhibit space from NACS, which offer NACS may accept by its approval of the potential exhibitor's application. If approved, this application shall constitute the entire Agreement between the exhibitor and NACS, no provision of which may be amended, waived, or altered without NACS's written approval.
- c. Completed applications received by NACS on or before February 24, 2012, must be accompanied by a deposit equal to one half (1/2) the rental cost of the exhibit space. Payment in full for the exhibitor's requested exhibit space must be made by February 24, 2012. If NACS has not received payment in full by February 24, 2012, the heretofore reserved exhibit space may be reassigned, sold, or otherwise used or disposed of by NACS without any refund of the applicant's deposit. Completed applications received by NACS after February 24, 2012, must be accompanied by a payment equal to the full amount of the rental cost of the exhibit space. All deposits or payments made under this Agreement must be made in U.S. dollars and any negotiable instruments must be drawn upon a U.S. bank.
- d. If company is a current NACS member at the time of application to exhibit, membership status must be maintained through the dates of the Show. Should membership expire during this period, exhibiting company will pay the difference in booth cost between the member and non-member fee, or will renew membership status by paying membership fee.
- e. To qualify for approval, the applicant's proposed exhibit must be found by NACS Show Management to meet the eligibility requirements as outlined in the Exhibitor Prospectus and Exhibit Space Application.

2. Space Assignments

- a. Space assignments will be made by NACS Show Management on a first-come, first-served basis, and wherever possible, exhibitors will be assigned one of their location preferences. However, Show Management reserves the right to make the final space assignment determination according to what it deems to be in the best interests of the **NACStech 2012** Trade Show.
- b. Space not occupied by May 21, 2012, at 5:00 pm will be forfeited by the exhibitor, and such space may be resold, reassigned or otherwise used by NACS, without any refund of any payments to exhibitor by NACS.
- c. Booth moves and changes will not be made after 5:00 p.m. on Monday, May 21. Any requests to change booth locations onsite must be made directly with Show management prior to 5:00 p.m.

3. Show Rules and Regulations

The following show rules and regulations are included to promote a successful and safe show and may be amended at any time by NACS to accomplish these goals. NACS reserves the right (at exhibitor's expense) to erect any exhibit, to prohibit the erection of any exhibit, or to require the removal (at exhibitor's expense) of any exhibit upon or from the floor of the show area, and also reserves the right to have any exhibitor, or exhibitor's employee, guest or representative removed from the floor of the show area if any exhibit, exhibitor, or exhibitor's employee, guest or representative is found by NACS to be in violation of any one or more of this Agreement's provisions, including the provisions of these Terms and Conditions. If NACS takes any action against a party according to the provisions of this section, the exhibitor may not recover any exhibit fees paid to NACS.

a. Installation and Dismantling of Exhibits

1. Exhibitors may not erect or dismantle exhibits at any time except as provided by **NACStech** Management.
2. It is the responsibility of the exhibitor to see that all its materials are delivered to the exhibit hall and removed from the exhibit hall by the deadlines specified by NACS. Should the exhibitor fail to remove the exhibit, the removal will be arranged by NACS, without any liability of any kind to NACS, at the exhibitor's expense. Furthermore, if an exhibitor commences to erect its exhibit, but fails to complete that erection in a timely fashion, NACS may, in its sole discretion, choose, at the exhibitor's expense and without any liability of any kind to NACS, either to remove the exhibit from the Gaylord Opryland or to have the erection of the exhibit completed.
3. At the close of the show, the exhibitor must surrender the exhibit booth area in the same condition the booth area was in at the time the exhibitor occupied it. If an exhibitor fails to surrender a booth area in the same condition

it was in at the time the exhibitor first occupied it, such exhibitor shall be liable for the expenses of repairing the booth area to the condition it was in when the exhibitor first occupied it.

b. Floor Plan

All dimensions and locations shown on the official floor plan are believed, but not warranted to be accurate. Furthermore, NACS reserves the right to make such modifications to the official floor plan as may be necessary to meet the needs of the exhibitors and the exhibit program.

c. Exhibit Dimensions

All exhibitors must adhere to booth display guidelines provided by NACS. Display guidelines are provided in the exhibitor prospectus, exhibitor services kit and online.

d. Display Arrangement

1. All exhibitors shall arrange the displays so as to utilize only the booth area contracted for, to recognize the rights of other exhibitors and show visitors, and to conform to the overall pattern developed by the Show Management. NACS reserves the right, at exhibitor's expense and without any liability of any kind to NACS, to rearrange or remove displays not conforming to these requirements, without itself incurring any liability, and to bill the exhibitor for any and all charges incurred.
2. Any part of the exhibit which does not lend itself to an attractive appearance, including, but not limited to, unfinished side or end panels, must be draped or redesigned at the exhibitor's expense. NACS reserves the right to make such corrections, without incurring any liability, and to bill the exhibitor for charges incurred.

e. Use of Exhibit Space and Exhibit Activities

1. Only those products/services approved for display at the **NACStech 2012** Trade Show may be shown, demonstrated or given out at the booth.
2. Helium balloons may not be given out inside the facility. Helium balloons are only allowed as permanent attachment to authorized displays. Helium balloon displays must conform to booth height restrictions.
3. No exhibit may interfere with the use of other exhibits, impede access to other exhibits, or impede the free use of the aisles between exhibits. Sound presentations, slides or movies will be permitted if tuned to conversational levels, and if not objectionable to other exhibitors. Sound from any and all audio presentations must not carry beyond the immediate area of display. An exhibit may not use lighting effects which interfere with other exhibits.
4. Exhibit booths must be attended and maintained by at least one exhibitor or exhibitor representative at all times during show hours.
5. No exhibitor shall sublet, assign, sell, or allow to be used, all or any part of the exhibit space allotted to it, without express, prior written approval from NACS.
6. Sampling of products is permitted only where the exhibitor is the legal manufacturer and/or distributor of such products and may only be distributed within its booth. Exhibitors are permitted to use additional products for which the exhibitor is not the legal manufacturer and/or distributor only when such use of the additional products is integral and/or necessary to sampling. Sampling of other products for comparison purposes is prohibited.
7. Any and all serving of food and beverage products by exhibitors, and any and all sampling of such food and beverage products, must promptly cease when the Show floor closes for the day.
8. No soliciting of attendees is permitted in the aisles or in other exhibitors' booths.
9. All signs, advertising, literature and other promotional material must be related directly to the exhibitor's name, product and service as set forth and approved in the Agreement.
10. All vehicles and motorized transport or unmotorized transport items (including by way of example and not in limitation: cars, scooters, bicycles, segways, etc.) displayed must conform to the rules and restrictions designated by NACS Show Management. Additionally, all such items must remain turned off and stationary during the Exhibition.
11. Prohibited Sales Activities. Exhibitor shall not conduct retail or consumer sales during exhibition hours. Exhibitor may not receive payment or make delivery of equipment or products of the trade, but the Exhibitor may accept orders for future delivery.

f. Exhibitors and Exhibitor's Representatives

1. Children under the age of 16 will not be permitted in the exhibit hall during move-in or move-out hours.
2. Exhibitor's representatives wearing distinctive costumes, or carrying banners or signs separately or as part of their apparel, must remain in their own booths.
3. After show hours, only those exhibitors properly identified and with the permission of NACS may enter the hall. Exhibitors will not be permitted to remove any of their show equipment or display materials from the Facility

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between the opening and closing of the trade show without special permission in writing from NACS. Additionally, exhibitor personnel wishing to remove general merchandise from an exhibit area will be required to obtain an official merchandise removal pass.

4. Exhibitors may have access to the hall two hours prior to and one hour following official show hours. When this rule would create a hardship, special permission must be secured from Show Management to gain access at other times.
5. Notwithstanding the above, no one will be permitted in any exhibitor's booth during non-show hours unless he or she is accompanied by a person able positively to identify himself or herself as an employee or authorized representative of the exhibitor to whose booth he or she wishes to gain access.
6. Admittance to exhibit hall is by badge only. All individuals must be registered to receive a badge. This includes employees, models, entertainers and other exhibitor representatives.
7. Exhibitors and their agents are permitted to photograph and/or videotape their own company's property. However, the photographing and/or videotaping of another exhibitor's property without prior permission from that exhibiting company is prohibited.

g. Common Areas

Aisle space shall not be used for exhibit purposes, display signs, solicitation, or distribution of promotional material. Exhibits, signs and displays are also prohibited in any of the common public spaces on the premises of the meeting facilities or in the guest rooms, lobbies or hallways of the hotel.

h. Exhibitor Responsibilities

Exhibitor shall for itself and any of its agents, subcontractors, employees, or independent contractors be solely and exclusively responsible for installation and dismantling of exhibits and shall be solely and exclusively liable for any damage or injury to person or property resulting from or during installation and dismantling.

i. Approval

In all instances throughout this Agreement, the application, and these terms and conditions, wherever a decision is to be made by NACS or Show Manager with respect to approval, eligibility or any other type of decision required hereunder, such decision will be made in NACS' sole and absolute discretion.

4. Compliance With Laws, Statutes, Ordinances, and Union Regulations

It is the responsibility of each exhibitor to know and comply with all applicable union regulations, all applicable federal, state and local laws, statutes, regulations and ordinances and all of the rules and regulations of the convention center and/or facility where the trade show will be held. By participating in the **NACStech 2012** Trade Show, exhibitors warrant that they do know and that they are in compliance with all applicable union regulations and all applicable federal, state and local laws, statutes, regulations and ordinances. The compliance required by this section includes, but is not limited to, the following requirements:

- a. An exhibitor shall employ only union approved labor personnel for all work, other than that which can, according to local labor union regulations, be performed by the exhibitor's own personnel.
- b. An exhibitor must comply with all fire and safety laws, statutes, ordinances, and/or regulations, and all materials used by exhibitors and required by law, statute, ordinance, and/or regulation to be flameproof shall be flameproof. In addition to that which may or may not be required by law, statute, ordinance, and/or regulation, exhibitor shall use only nonflammable material whenever possible, including, but not limited to, its use of the following items: display materials, furnishings, table coverings, decorative items, and booth equipment.
- c. By its participation in the **NACStech 2012** Trade Show an exhibitor warrants that all and any electrical equipment used in or relating to the exhibit, including, but not limited to, signs and lights, is in a safe, good, and operable condition, able to pass the inspection of the local Fire Underwriters Inspection Bureau.

5. Security

NACS will supply perimeter security beginning with the first day of Move-In. Providing security for exhibits, exhibitor's property, and for exhibitors themselves, as well as for their employees, agents, representatives, and guests, shall be the sole responsibility of the exhibitor and of the exhibitor only, at the exhibitor's expense.

6. Cancellation or Termination of Agreement

a. By the Exhibitor

An exhibitor may reduce the space or size of its exhibition, cancel and/or withdraw from the show so long as it complies with the following conditions and restrictions:

1. The exhibitor must give NACS prior WRITTEN notice of its intent to reduce the space or size of its exhibition, cancel and/or withdraw from

the show. If NACS does not receive a notice IN WRITING from the exhibitor of its intention to do any of the above mentioned actions beforehand, and the exhibitor still reduces the space or size of its exhibition or cancels or withdraws from the show, then the exhibitor will not be entitled to a refund of any of its fees paid for the space, and in addition to any other penalties it may impose, NACS may prohibit the exhibitor from exhibiting at any show NACS sponsors in the future.

2. If NACS does receive a written notice from the exhibitor that it intends to reduce the space or size of its exhibition, cancel and/or withdraw from a show, and this notice is received on or before February 24, 2012, AND NACS is able to resell the entire square footage of the space reserved for the exhibitor for this exhibition, then and only then will NACS refund the entire amount of the rental fees that the exhibitor paid NACS for such space minus a \$250 administration fee.
3. If NACS receives a written notice from the exhibitor that it intends to reduce the space or size of its exhibition, cancel and/or withdraw from a show, and this notice is received between February 25 and March 30, 2012, AND NACS is able to resell the entire square footage of the space reserved for the exhibitor for this exhibition, then NACS will make a refund of 75% of the entire amount of the rental fees that the exhibitor paid NACS for such space.
4. If NACS receives a written notice from the exhibitor that it intends to reduce the space or size of its exhibition, cancel and/or withdraw from a show, and this notice is received between March 31 and May 4, 2012, AND NACS is able to resell the entire square footage of the space reserved for the exhibitor for this exhibition, then NACS will make a refund of 25% of the entire amount of the rental fees that the exhibitor paid NACS for such space.
5. If NACS receives a written notice from an exhibitor that is received anytime between May 5, 2012 and the first day of the show (May 22, 2012) the exhibitor will not be entitled to a refund of the rental fees that the exhibitor paid NACS for such space.
6. No matter when NACS receives the written notice described in this section, NACS may decide, in its sole discretion, to include or exclude a cancelled exhibitor and/or descriptions of its products in the show directory, brochures, new releases, advertisements, or any other material, and NACS may do so without liability to the exhibitor.

b. By NACS

Other than in the event of Force Majeure (as defined below), until February 24, 2012, NACS may without cause and for any reason whatsoever cancel this Agreement and refund all monies previously paid by the exhibitor in conjunction with the rental of booth space. All such refunds will be paid within ninety days (90) following exhibitor's receipt of notification from NACS that the Agreement is cancelled. Notwithstanding the foregoing, at any time during the term of this Agreement and only in the event of the occurrence of Force Majeure, NACS may terminate this Agreement immediately and NACS will not be liable to exhibitor for any reason whatsoever, including without limitation, refund of any payments previously paid to NACS in connection with the **NACStech 2012**, and/or this Agreement. For purposes of this Agreement, Force Majeure will mean the following: an act of God, war, government regulation or condemnation, terrorism, bioterrorism, disaster, strike, civil disorder, curtailment of transportation facilities, unavailability of accommodations, or any other event, any of which is determined in the reasonable discretion of NACS to be substantially disruptive of NACS's ability to conduct the **NACStech 2012** or which makes it illegal, impossible, or imprudent to conduct the **NACStech 2012**.

c. Recourse

Exhibitor expressly waives any recourse for damages against NACS in the event that NACS terminates this Agreement for any reason.

7. Hold Harmless and Indemnification

- a. Each exhibitor shall be liable for and agrees to defend, indemnify, and hold harmless NACS, its directors, officers, agents, and employees (the "Indemnitees") from and against any and all claims, damages, causes of action, liability and judgments arising out of or relating to this Agreement. Exhibitor further agrees to indemnify the Indemnitees from any violations of the representations and warranties contained herein or any other violation of these terms and conditions. This indemnity shall include, but shall not be limited to, the costs of investigating or defending against any claims, demands, or causes of action (including attorneys' fees and costs of litigation); the amounts of any findings of liability against NACS; and the amounts of any judgments against NACS. Notwithstanding anything in the foregoing, nothing in this Agreement shall be construed to deprive NACS of the right, in its sole discretion, to select counsel to defend NACS against any and all such claims, demands, causes of action, liability and judgments. In addition to the above, and with the exception of

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injury or damage caused by NACS' sole gross negligence, exhibitors shall be strictly liable for any and all damage or injury (including, but not limited to, injury or damage caused to individuals or property) arising from or in any way related to this Agreement or the Exposition. In addition, any exhibitor serving alcoholic beverages shall (1) obtain liquor liability insurance to cover any claims which might or could arise from the service or consumption of alcoholic beverages at the Exposition; and (2) be solely responsible for any injury resulting either remotely or proximately from the service or consumption of alcoholic beverages at the Exposition. Exhibitors shall indemnify and hold harmless NACS against all loss, expense or damage on account of any injury or illness caused by the distribution and/or sampling of food products.

- b. The limitations on NACS' liability specifically include, but are not limited to, the following:
 1. NACS shall not be liable for the acts or omissions of the Facility, the service contractor, all other contractors and subcontractors, other exhibitors, the **NACStech 2012** attendees, and/or any other persons or parties, and NACS shall not be liable for the acts or omissions of any of the directors, officers, agents and/or employees of the Facility, the service contractor, all other contractors and subcontractors, other exhibitors, the **NACStech 2012** attendees and/or any other persons or parties.
 2. NACS WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE OR PROFITS ARISING IN CONNECTION WITH THE AGREEMENT, THE TERMS AND CONDITIONS, THE APPLICATION, AND/OR **NACStech 2012**, EVEN IF THE EXHIBITOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Insurance

Exhibitors agree to maintain such insurance as willfully protect NACS from any and all claims of any nature whatsoever, including damage to property, claims under the applicable Worker's Compensation Act, and claims for personal injury, including death, any or all of which may arise in connection with the installation, operation, or dismantlement of the exhibitor's display, or in connection with the display itself or with the exhibitor's participation in the **NACStech 2012** Trade Show and NACS shall be added to exhibitors policy as additional insured. Such coverage shall in no event be less than one million dollars (\$1,000,000). In addition to this, exhibitors must add to their existing insurance a portal-to-portal rider at a nominal cost, protecting them against loss/damage to their materials by fire, theft, accident, etc. Also exhibitor agrees to waive the right of subrogation by its insurance carriers, when allowed by said insurance carriers, to recover a loss sustained under the respective insurance contracts for real and personal property.

9. Appeal Procedure

- a. According to the provisions of Section 1 of this Agreement, Show Management shall review potential exhibitor applications to determine whether proposed exhibits qualify under this Agreement for exhibition at the **NACStech 2012** Trade Show.
- b. If Show Management determines that a particular exhibit fails to qualify under the terms of this Agreement, NACS shall, within thirty (30) days of receipt of the application, notify the applicant by certified mail that the applicant's proposed exhibit has failed to qualify for the **NACStech 2012** Trade Show and that the application is, therefore, disapproved. Such notification shall also inform the applicant that the applicant may, by certified mail, within thirty (30) days of the date of the notification of disapproval, request a review of that disapproval by a review panel composed of non-supplier NACS members, none of whom may be a direct competitor with the applicant.
- c. An applicant shall include in its request for review by the review panel a written statement explaining why the applicant believes its proposed exhibit qualifies under the terms of this Agreement.
- d. If an applicant seeks review by the review panel of Show Management's disapproval, NACS shall notify the applicant of the review panel's decision within

thirty (30) days of the receipt by NACS of the applicant's request for review by the review panel.

- e. An applicant may request expedited consideration of a request for review by the review panel by including in the request the reasons why the applicant believes such a review is necessary.

10. Dispute Resolution

- a. Any controversy or claim relating to the **NACStech 2012** Trade Show shall be settled in the courts of the Commonwealth of Virginia according to the laws and procedures of that jurisdiction. By applying for qualification for the **NACStech 2012** Trade Show, applicants agree to submit to the courts of the Commonwealth of Virginia.
- b. If any term of this Agreement is held by a court to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall retain their full force and effect and shall in no way be affected, invalidated, or impaired.

11. Construction

- a. Successors and Assigns
Except as expressly provided or prohibited herein, this Agreement is binding upon the parties hereto and is also binding upon their successors or assigns; and the parties hereto agree for themselves and for their successors or assigns, to execute any instrument and to perform any act, that may be necessary or proper to effectuate the purpose of this Agreement.
- b. Waiver
The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further or future rights hereunder.
- c. Captions and Headings
The section captions and headings used in this Agreement are provided for convenience only and shall not be construed as limitations on the scope of this Agreement taken as a whole or on the particular sections to which the captions or headings refer.
- d. Words
Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural where the sense requires.
- e. Notice
All notices and other communications relating to this Agreement shall be in writing and shall be deemed to have been given, made and received only upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, to:

Alison Daniels
Manager, Exhibit Sales & Services
National Association of Convenience Stores
1600 Duke Street
Alexandria, Virginia 22314-3436

NACS may, however, alter the address to which exhibitor must send communications by giving notice of such change of address to exhibitor in conformity with the provisions of this section for giving notice.

- f. Assignment
Exhibitor may not assign this Agreement or any of its rights hereunder without the prior written consent of NACS.
- g. Entire Agreement
The application, this Agreement, and these terms and conditions constitute the entire agreement between us relating to the subject matter hereof, and supercedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing.