

2013 CONTRACT RULES & REGULATIONS

NRA SHOW 2013

May 18-21, 2013 | McCormick Place | Chicago, IL USA

NATIONAL RESTAURANT ASSOCIATION SOLUTIONS, LLC AND ITS AUTHORIZED REPRESENTATIVES ARE HEREINAFTER REFERRED TO AS "SHOW MANAGEMENT" OR "NRAS". THE NATIONAL RESTAURANT ASSOCIATION RESTAURANT, HOTEL-MOTEL SHOW IS HEREINAFTER REFERRED TO AS "NRA SHOW" OR "SHOW".

1. Terms of Payment, Refunds and Cancellations - Companies submitting an Exhibit Space Application and Contract for the 2013 NRA Show during the priority designated On-Site Selection Period (May 5 - 8, 2012) will be billed for the initial 30% deposit payment of total Exhibit Space rental charges, with the deposit payment due or before August 1, 2012. Failure to make payment of 30% deposit towards total Exhibit Space rental cost on or before August 1, 2012 shall result in the immediate forfeiture of Exhibit Space locations, removal of Exhibitor from the roster of Exhibitors for the 2013 NRA Show, but shall not relieve Exhibitor of liability for 30% deposit of the total rental Exhibit Space.

Exception: Exhibitors reserving less than 400 square feet of Exhibit Space during the On-Site Selection Period may cancel or downsize their reserved Exhibit Space, at no cost, within five (5) business days of the submission of this application.

EXCEPT AS OTHERWISE PROVIDED ABOVE, the following schedule outlines the payment dates for all Exhibit Space Applications and Contracts with each step shown sequentially and on a cumulative basis:

- A. 30% nonrefundable deposit of total Exhibit Space rental cost is due upon application, when the Application and Contract is submitted on or before February 1, 2013, but outside of the priority designated on-site selection time period.
- B. The entire Exhibit Space rental cost is due and payable by February 1, 2013. 100% of the Exhibit Space rental cost is due and is nonrefundable upon application when the Application and Contract is submitted on or after February 1, 2013. Applications received without such payment will not be processed nor will Exhibit Space assignments be made.
- C. All cancellations must be in writing to: National Restaurant Association Solutions, LLC, 150 North Michigan Avenue, Suite 2000, Chicago, Illinois 60601, (Fax) 312-853-2548, and shall become effective when received by the NRA Show. Exhibitor acknowledges that the NRA Show will sustain substantial losses if Exhibitor cancels its Application and Contract. In the event an Exhibitor cancels Exhibit Space for any reason, the parties agree that it will be difficult to estimate the actual damages NRA will incur, including costs, but not limited to, to try to find a replacement, and therefore agree that liquidation damages are appropriate and shall be calculated as follows: if Exhibitor cancels its Exhibit Space on or before December 17, 2012, Exhibitor shall be liable for payment of 30% deposit of the contracted Exhibit Space rental cost. In the event an Exhibitor downsizes Exhibit Space on or before December 17, 2012, Exhibitor shall be liable for 30% of the difference between Exhibitor's contracted square footage and the revised square footage, in addition to the actual rental cost of the revised square footage. Exhibitors who cancel or downsize their Exhibit Space after December 17, 2012 shall be liable for the full cost of contracted Exhibit Space. In the event that it shall be necessary for the NRAS or the NRA Show to bring suit to enforce any of its rights hereunder, the NRAS or the NRA Show shall be entitled to recover all costs of such suits, including reasonable attorneys' fees and expenses.

It is expressly agreed by the Exhibitor that in the event it fails to pay the Exhibit Space rental at the times specified, or fails to comply with any other provisions contained in these Rules and regulations concerning its use of Exhibit Space, Show Management shall have the right to reassign the booth location shown on the Confirmation Contract for Exhibit Space or to take possession of said Exhibit Space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper.

Should the Show not be held for any reason whatsoever, then and thereupon, the rental and lease of Exhibit Space to the Exhibitor shall be terminated. In such case the claim limit for damage and/or compensation by the Exhibitor shall be the return to the Exhibitor of the pro rata amount already paid for space in McCormick Place for this specific event.

2. Space Rental and Assignment of Location - The National Restaurant Association Restaurant, Hotel-Motel Show is a closed trade show designed to provide a showcase for goods and services either specifically designed for or customarily used by the food service and lodging segments of the hospitality industry.

The NRAS reserves the right to refuse rental of Exhibit Space to any company whose display of goods or services is not, in the opinion of Show Management, likely to be compatible with the general character and objectives of the Show.

Whenever possible, space assignments will be made by the NRAS in keeping with the preferences of location as requested by the Exhibitor. Generally the criteria for assignment include but are not limited to: prior year participation, deadline adherence, date of receipt of application and booth configuration. Show Management, however, reserves the right to make the final determination of all Exhibit Space assignments in the best interests of the Show, at its sole discretion.

Exhibitors will receive a Contract for Exhibit Space when Show Management has accepted the submitted Application for Exhibit Space in its entirety.

3. Use of Space, Subletting of Space - No Exhibitor shall assign, sublet, or share the Exhibit Space allotted with another business or firm unless prior written approval has been obtained from the NRAS. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the Exhibitor's display; parent or subsidiary companies excepted. In the published Exhibitor list, Exhibitors are allowed one (1) listing per 100 square feet of assigned Exhibit Space.

Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Distribution of said goods will be from assigned Exhibit Space only, unless authorization from Show Management is given for distribution at hotels. No distribution is allowed in Show aisles, from another Exhibitor's booth or in public areas of McCormick Place or hotels. The NRAS reserves the right to determine eligibility of any product and/or exhibit for inclusion in the Show. No firm or organization not assigned Exhibit Space will be permitted to solicit business during the Show.

4. Authorized Exhibitor Representative - Each Exhibitor must name one person to be its representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the Exhibitor shall be responsible. The Exhibitor shall assume responsibility for such representative being in attendance throughout all Show periods; and this representative shall be responsible for keeping the exhibit neat, manned and operational at all times.

Admission to the Show will be by official Show badge only, which must be worn at all times when in the Show. The company name which appears on an Exhibitor badge must match the company name as it appears on the Application for Exhibit Space. False certification of individuals as Exhibitor representatives, misuse of Exhibitor badges, or any method or device used to assist unauthorized persons to gain admission to the Show shall be cause for expelling the violators from the exhibit, banning them from further entrance to the Show, and removing the exhibit from the floor without any obligation whatsoever on the part of Show Management, including the return of any Exhibit Space rental charge.

5. Installation and Removal - Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be completed by the opening time of the Show at 9:30 a.m. on Saturday, May 18, 2013. Any Exhibit Space not claimed and occupied by 4:30 p.m., Friday, May 17, 2013, may be resold or reassigned without refund. No Exhibitor will be allowed to dismantle or repack any part of its exhibit until after the closing of the Show 3:00 p.m., Tuesday, May 21, 2013.

If the Exhibitor requires utility access and the booth is not equipped with a utility port, access will be drawn from a neighboring exhibit at Exhibitor's expense. Exhibitors equipped with utility ports in their booths must cooperate with neighboring exhibits who require access to a utility port.

6. Arrangement of Exhibits - Each Exhibitor is provided access to an online Exhibitor Services & Information Kit which describes the type and arrangement of Exhibit Space and the standard equipment provided by the NRAS for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Services & Information Kit, the terms and obligations of which are expressly incorporated herein. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Services & Information Kit Guidelines, or the provisions set forth herein, such exhibit will be closed and prohibited from operating at any time during the Show. No return of any Exhibit Space rental charges shall be made.

Exhibitor Plan Review - Exhibitors utilizing a peninsula or island type exhibit, or are relocating to an Exhibit Space with a peninsula or island type exhibit, or involving other unusual construction features are required to submit a copy of their booth construction plans and layout arrangements. These plans, including a scaled plan view and elevations, must be submitted to the Convention Department of Show Management for approval at least sixty (60) days prior to the opening of the Show.

Multi-Story Exhibit Regulations - All multi-story exhibits, whether people will occupy the upper level or not, must have drawings available on site for inspection by the installation and dismantling contractor and governmental authorities during the time the exhibit is being erected, exhibited and dismantled at the exhibit site. The drawings must include a signature or stamp of a reviewing structural engineer indicating the structural design is properly engineered for its proposed use, and a signature of an authorized official of the exhibit building company indicating the structure is built in accordance with the details and specifications set forth in the drawings. Signs must also be posted indicating the maximum number of people the structure will accommodate. Submit plans to Convention Department, National Restaurant Association Solutions, LLC, 150 North Michigan Avenue, Suite 2000, Chicago, Illinois 60601, Phone (312) 853-2525, Fax (312) 853-2548.

Americans with Disabilities Act - Exhibitor represents and warrants its Exhibit Space shall be reasonably accessible and usable by persons with disabilities and it is in compliance to the extent applicable under regulations implementing Title III of the Americans with Disabilities Act. Exhibitor shall indemnify and hold the NRA and the NRAS harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, which may be incurred by or asserted against the NRA, the NRAS, its officers, directors, agents or employees on the basis of Exhibitor's breach of this paragraph or noncompliance with any provision of the ADA.

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7. Laws Applicable – Each Exhibitor shall comply with all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Show. Show Management and the Official Show contractor have no responsibility pertaining to Exhibitors' compliance with such laws.

All booth decorations, including carpeting, must be flame-proofed and all hangings must clear the floor. Electrical wiring must comply with National Electrical Code Safety Rules and the City of Chicago Electrical Code. If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, Show Management reserves the right to cancel all or such part of its exhibit as may be in noncompliance and effect the removal of same at Exhibitor's expense.

If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Exhibitor should communicate with Show Management for information concerning facilities or regulations. Use of anything of a hazardous nature such as open flame must be approved, in writing, by the Bureau of Fire Prevention of the Chicago Fire Department. Evidence of such approval shall be provided to Show Management at least thirty (30) days prior to the opening of the Show. This Contract shall be governed by the laws of the State of Illinois. Exhibitors agree to abide by the rules and regulations of McCormick Place as well as to these General Rules and Regulations. Except as to a parent, subsidiary or affiliated entity, neither party may assign this Application or Contract for Exhibit Space without the express prior written consent of the other party. Exhibitor agrees to verify upon request of Show Management they have a legal right to display and sell products exhibited at the Show, including that the products they display and names thereon do not violate the intellectual property rights of anyone else. Failure to establish such right may, in Show Management's sole discretion, result in a directive not to display or sell the product and/or expulsion from the right to exhibit.

8. Storage of Packing Crates and Boxes – Exhibitors will not be permitted to store packing crates, boxes, cartons, literature or excess material in or behind their booths during the Show, but these, when properly marked, will be stored and returned to the booth by service contractors after the conclusion of the Show. It is the Exhibitor's responsibility to mark and identify its crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." It may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates which cannot be handled by hand trucks will be charged at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the Exhibitor after the Show will be removed at the Exhibitor's expense. Exhibitors will be billed by Show Management for removal time and materials at prevailing rates.

9. Operation of Displays – The Exhibitor shall assume responsibility to have an Exhibitor representative in the booth at all times during official Show hours, and said representative shall be responsible for keeping the exhibit neat, manned and operational at all times. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the Show as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, or display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the Show as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited.

All demonstrations or other promotional activities, including crowds from these activities, must be confined to the limits of the Exhibit Space and must not block the aisles. No sales activity, demonstrations, sampling, giveaways, solicitation, literature distribution, etc. will be permitted in the aisles of the Show floor or the public areas of the building.

Retail sales – No direct or retail sales are permitted at any time. The exchange of payment and delivery of product to the buyer on the Show floor is strictly prohibited. Exhibitors may take orders for product, however delivery of product must take place after the conclusion of the NRA Show.

Contests, Drawings & Lotteries – Raffles or other promotional measures requiring guests to be present at a specified location and time are prohibited. Exhibitor represents and warrants that any contests, drawings or lotteries it conducts meet the requirements of all federal, state and local laws regarding such activities. All unusual promotional activities must be approved in writing by Show Management at least 60 days prior to the opening of the Show.

Literature Distribution – Distribution of trade publications, invitations, circulars, business cards, stickers, novelties, etc., may be made only within the Exhibit Space assigned to the Exhibitor distributing such materials. Trade publishers are prohibited from soliciting advertising during the Show.

Literature Bag Distribution – Messages printed on a bag distributed by an Exhibitor in the NRA Show may only contain their own company name, marks and intellectual property. Distribution of literature bags must remain within the Exhibit Space assigned to the Exhibitor distributing the bag.

Live Animals – Unless otherwise required under applicable law, live animals are prohibited.

Models – Booth representatives, including models or demonstrators, must be properly and modestly clothed, in addition to having an official Show badge. Excessively revealing attire is prohibited. Models, costumed performers, etc. must stay within Exhibit Space and are not permitted to be outside of designated Exhibit Space.

Food and/or beverage samples – Exhibitors must cease the distribution of samples of any kind whenever such activity blocks the aisles or in any way inhibits nearby Exhibitors. Exhibitors who plan to serve food and/or beverages are required to receive prior authorization from the NRAS by submitting the "Authorization Request Form for Food/Beverage Sampling". Exhibitors whose products are alcoholic beverages may serve or sample these products in their booth, provided they are in compliance with NRAS, McCormick Place, state, and local laws regarding such activity. Other exhibitors may not serve or sample alcoholic beverages in their booth.

Sound – All Exhibitors wishing to use a sound system or public address equipment are required to complete and submit an application for sound systems and a monetary deposit based on the size of their booth, to the NRAS by April 1, 2013. Exhibits which include the operation of musical instruments, radios, sound and/or public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not disturb or disrupt adjacent Exhibitors and their patrons, nor cause the aisles to become blocked. Loudspeakers must be positioned to direct sound toward the center of the exhibit booth or display area; NOT pointed toward the aisles. The 80/80 sound Rule: Any sound which consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth, is clearly identifiable more than 80 feet from that booth, or is, in the opinion of Show Management, objectionable or interfering with neighboring exhibits is considered in violation of NRA Show Rules and Regulations.

Music Licensing – No Exhibitor may use music, whether live or recorded, in its booth without appropriate music licensing agreements for the public performance of any copyrighted music utilized by the Exhibitor.

10. Liability and Insurance – All property of the Exhibitor is understood to remain under its custody and control in transit to and from the Show and while it is in the confines of McCormick Place. Neither Show Management, the Official Show contractor, the management of McCormick Place nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of Exhibitor's from theft, damage by fire, accident, vandalism or other causes, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor.

Show Management does not maintain insurance covering Exhibitor's property. It is required that Exhibitor maintain general public liability insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected with the Exhibitor's participation in the NRA Show, in an amount no less than \$250,000 for personal injury, death or property damage in any one occurrence. Such insurance shall name the NRA and the NRAS as additional insureds on the general liability policy. Each Exhibitor is required to carry workers compensation insurance protecting employees in accordance with the laws of the State of Illinois. Exhibitor acknowledges that it is responsible for obtaining, for its protection and entirely at its expense, such property insurance for its exhibit and display materials as the Exhibitor deems appropriate.

Security – Although security personnel will be provided by Show Management, Show Management shall have no liability whatsoever for theft, loss or damage to property belonging to any Exhibitor, the Exhibitor's agent, employees, business invitees, visitors or guests.

11. Indemnification – Except as otherwise specifically prohibited by applicable law, Exhibitor agrees to protect and hold the NRA and the NRAS forever harmless from any damage or charges imposed for any violation of any law or ordinance whether occasioned by the negligence of Exhibitor or those holding under the exhibitor as well as to strictly comply with the applicable terms and conditions contained in the agreement between McCormick Place and the NRA and the NRAS regarding the exhibition premises; and further Exhibitor shall at all times protect, indemnify and hold harmless the NRA, the NRAS and McCormick Place against and from any and all loss, costs, damages, liability, or expenses, including attorneys' fees, arising from or out of any accident or other occurrence to anyone, including Exhibitor, its agents, employees and business invitees, which arise from or out of or by reason of Exhibitor's occupancy and use of the exhibition premises or any part thereof. By exhibiting, Exhibitor for and on behalf of itself, its employees, agents and invitees, releases and waives any and all claims, demands or actions against the NRA, the NRAS and McCormick Place and their respective officers, directors, employees and agents resulting from any act or omission of Exhibitor, its employees, agents and invitees.

12. Age Requirement – No one under 16 years of age will be permitted on the Show floor at any time regardless of affiliation or circumstances. Children 16 to 18 years of age must be accompanied by an adult. NRAS reserves the right to request proof of age. No children, no infants, no strollers, no back pack carriers are allowed. No exceptions. This rule applies to Exhibitors as well as its attendees.

13. Union Labor – Exhibitors are required to observe all contracts in effect between the NRA, the NRAS, service contractors, McCormick Place and the labor organizations involved.

14. Care of Building and Equipment – Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor. If Exhibitor does such damage, it shall be liable to the owner of the property so damaged.

15. Other Regulations – NRA is responsible for the overall Show experience for everyone. Any and all matters not specifically covered by the preceding Rules and Regulations shall be subject solely to the decision of NRA. NRA shall have sole authority to interpret, amend, and enforce these Rules and Regulations, provided Exhibitors receive notice of any amendments when made. Each Exhibitor, and its employees, agrees to abide by the foregoing rules and regulations and any amendments thereto. Exhibitors or their representatives who fail to observe these conditions or meet the specified obligations of this Contract or who, in the sole opinion of NRAS, conduct themselves unethically or in a manner that adversely affects the Show, other Exhibitors, attendees or the NRA, the NRAS, or McCormick Place, may be immediately dismissed from the exhibit area without refund or other appeal and/or be banned from future Shows. Neither NRA or NRAS is responsible for any damages (consequential, incidental, etc.) that could arise from such dismissal.