

## 2016 Annual Meetings & Exhibits Exhibitor Agreement

This is an offer by Exhibitor for exhibit space at the 2016 Annual Meetings & Exhibits of the National Rifle Association (hereinafter referred to as "NRA") at the Kentucky Exposition Center, Louisville, KY on May 20-22, 2016 (hereinafter referred to as the "Show"). This offer is subject to acceptance by NRA. Such acceptance is at the sole discretion of NRA. Exhibitor agrees to abide by all terms listed on the front and back of this document as well as any attached hereto. **Exhibitor agrees to abide by any further rules and regulations which may be imposed by NRA at the Show, including, but not limited to, rules and regulations which do not appear on this document and/or are not attached hereto.**

**IMPORTANT:** Exhibitor's tendering of payment, or signature below, indicates acceptance of the terms listed on all pages of this document, including but not limited to, terms which concern *liability and insurance*. Tender of payment or signature also acknowledges that you have read and understood the terms, and waive any objection to the terms or their formation and enforceability. Tender of payment, or signature also constitutes agreement to abide by any further rules and regulation which may be imposed by NRA at the Show, including but not limited to, rules and regulations which do **not appear** on this document and are not attached hereto. NRA may reject any application.

### RULES AND REGULATIONS

**1. Eligible Exhibits.** Exhibit booths are open to persons, firms and corporations who regularly sell products or services related to training, sporting and recreational activities of the NRA.

**2. Contract for Space.** Deposit of applicant's check does not constitute contract acceptance. The application for space and the formal notice of assignment by Show Management and the payment of full rental fees constitute a contract for the right to use the space allotted only after it is accepted by Show Management. The NRA may, at its sole discretion, require an Exhibitor to move to a different exhibit space. Reason for such a move may include, but are not limited to: safety concerns; improvement of access, ingress, or egress; accommodation of other exhibitor(s); or the consolidation of unused space. In the event of fire, strikes, rioting, civil disorders or other circumstances making it impracticable, in the sole discretion of Show Management, to operate the Show, this contract shall become null and void.

**3. Compliance with Federal, State and Local Laws.** Exhibitors must agree to comply with all Federal, state, county and local fire, police, health or public safety laws, regulations or ordinances which are or may be applicable to the exhibit covered by this Agreement. Exhibitor is responsible for obtaining all necessary permits and paying all applicable taxes and fees.

If at any time before or during the show it appears that an Exhibitor may have violated any law, regulation or ordinance, or an Exhibitor engaged in any conduct that is offensive, immoral, unethical, or inconsistent with the nature of the Show, then Show Management may prohibit the Exhibitor from being and Exhibitor and/or attending the Show. A pro-rated refund of the amount paid for that Exhibitor's space shall be the sole remedy available for such a cancellation.

**4. Restrictions on Use of Space.** No Exhibitor shall assign, sublet or share the whole or any part of the space assigned. Exhibitor is not permitted to show goods other than those manufactured or dealt in by him in his regular course of business. Displays shall not be placed in such a manner as to interfere with other exhibits. The Exhibit Design and Construction Specification sheets that are included with the Exhibitor Service Manual will govern what Exhibitors can and cannot do with their booth(s). The actual projection of bullets, pellets, BBs, darts or any other missile is not permitted as part of any exhibit. Exhibitors building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to Exhibitors in adjoining booths (no logos or graphics). If such surfaces remain unfinished at 5:00 pm of the day prior to the opening day of the Show, Show Management shall, at Exhibitor's expense, authorize the official decorator to effect the necessary finishing. All exhibits and displays must remain fully assembled during all open show hours.

**5. Restrictions on Operation of Exhibits.** No campaigning or political activities nor the promotion of any candidate will be permitted. NRA reserves the right to restrict exhibits which because of noise, method of operation, appearance or for any reason are objectionable in the sole judgment of NRA, and also to limit or prohibit any exhibit or evict any Exhibitor who, in the opinion of Show Management, may detract from the general character of the Show as a whole. This reservation includes persons, things, conduct, printed matter or anything of a character which Show Management deems to be objectionable. In the event of such restrictions or eviction, NRA is not liable for any refunds or rental or other costs incurred by Exhibitor or required to assign him other space. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby exhibitors' booths as determined by Show Management shall be suspended for any periods specified by Show Management.

**6. Booth Representatives.** Booth representatives shall be restricted to Exhibitor's employees and authorized representatives. Booth representatives shall wear badge identification furnished by Show Management at all times. Show Management may limit the number of booth representatives at any time. All booths must be staffed by Exhibitor during all open Show hours.

**7. Care of Building and Equipment.** Exhibitors or their agents shall not injure or deface the walls or floor of the building, the booths or the equipment of the booths. When such damage appears, Exhibitor is liable for the resulting Damages. Nothing may be attached to or supported by any part of the building other than the floor within the confines of the assigned exhibit space.

**8. Union Labor.** Exhibit site may be subject to labor union agreement(s). To the extent applicable, Exhibitor shall abide by all such agreements. These agreements may affect, among other matters, the installation and dismantling of an exhibit. Exhibitor is solely responsible for compliance with such agreements and payment for any services required by such agreements.

**9. Resolution of Disputes.** In the event of a dispute between any parties regarding the Show Terms, Rules and Regulations, all decisions made by NRA shall be binding on all parties.

**10. Circulation and Solicitation.** Circulars or advertising matter of any description may be distributed and patronage may be solicited only within the booth space assigned to Exhibitors presenting such material. All demonstrations, interviews, and other activities are subject to approval by Show Management and must be confined within the limits of the exhibit booths. No firm or organization not assigned space will be permitted to solicit business or advertise their products in any manner within the contracted space of the convention center. Advertisements of any kind outside of the exhibitor's booth are prohibited, unless sponsorship has been purchased through NRA to do so. Exhibitors may not hang banners, post signs or have vehicles displaying company logos or products anywhere outside of the exhibit hall visible to show attendees from any point on convention center property. Exhibitor agrees to immediately remove offending signage upon notice from show management.

**11. Over-the-Counter-Sales.** Sales are permitted, except firearms and ammunition, in strict accordance with the product eligibility and display regulations included with the contractual applications. The necessary business license and taxes will be the sole responsibility of the individual Exhibitor. All sales must be conducted within the confines of the seller's exhibit area. Exhibitors may also take orders for future delivery, including firearms and ammunition.

**12. Firearms Deactivation and Safety.** Breech-loading firearms displayed must be deactivated by removal of the firing pin or other alteration so that they may not be fired. Live ammunition, powder or primers may not be brought into the Exhibit Hall. Exceptions may be granted by Show Management for particularly rare antique firearms or ammunition displayed in locked display cases or otherwise made inaccessible. Firearms will be inspected before the Show by an authorized safety advisor. Infractions will be reported to both Exhibitor and Show Management. All infractions must be corrected before the exhibit will be allowed to open.

**13. Fire Protection.** Flammable liquids are prohibited. Flammable cloth decorations must be flame-proofed. All hangings must clear the floor. Electrical wiring must conform with the National Electrical Code Safety Rules. If inspection indicates that any Exhibitor has neglected to comply with these regulations or otherwise incurs fire hazards, Show Management reserves the right to prohibit all or such part of any exhibit as may be irregular.

**14. Sound Level.** Exhibits which produce or amplify sound must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent Exhibitors or their visitors. Show Management deems that any audio equipment, whether in the booth or as part of the display, may not exceed a sound level of eighty-five (85) decibels. In the event that sound exceeds eighty-five (85) decibels or is determined, by Show Management, to affect neighboring exhibitors negatively, the offending exhibitor may be notified and asked to comply with the guidelines. Further action (outlined in the Display Rules & Regulations) will be taken if offending exhibitors does not comply.

**15. Performance of Music.** Exhibitor acknowledges that any live or recorded performances of copyrighted music which occur in Exhibitor's booth must be licensed from the appropriate copyright owner or agent. Exhibitor undertakes full responsibility for obtaining any necessary licenses and agrees to indemnify, defend and hold harmless NRA Parties from any damages or expenses incurred by NRA Parties due to Exhibitor's failure to obtain such licenses.

**16. Photography.** NRA will be taking photographs at the Show. Such photographs will be the property of NRA. Exhibitor Parties consent to the taking of such photographs and the publication of such photographs.

**17. Lotteries/Contests.** The operation of games of chance or lottery devices is permitted only to the extent permitted by law and with the prior written approval from Show Management. Such approval does not relieve the operator of such games or lotteries from determining the legality of its actions and does not relieve operator from responsibility for consequences for failure to comply with the law. In no event shall NRA Parties be responsible for any consequences resulting from the operator's failure to comply with the law.

**18. Default.** If Exhibitor defaults in any of its obligations under this Agreement or violates any of its obligations or covenants under this Agreement, including without limitation any Exhibition Rule or Regulation promulgated pursuant to the Agreement, Show Management may, without notice, terminate this Agreement and retain all monies received on account Show Management may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all its articles of merchandise and other personal property from the space contracted for and from the Show. If exhibit space is not occupied by the time set for the completion of displays, such space may be possessed by Show Management for such purposes as it may see fit.

**19. Discretion and Decision.** These rules and regulations have been formulated in accordance with public safety rules and in the best interest of Exhibitors, NRA and its members and visitors. Exhibitors expressly accept and agree to abide by these regulations; and any and all matters whether or not specifically covered in the regulations are subject to the sole discretion and final decision of NRA.

## **TERMS**

**Release and Waiver:** Exhibitor assumes sole responsibility and liability for any and all claims, liabilities, injuries, damages, attorneys fees, court costs, settlement costs, other costs, losses and expenses regardless of whether at law or in equity (hereinafter collectively referred to as "Damages") suffered by Exhibitor or any agent, employee, other personnel, subcontractor, licensee or invitee of Exhibitor (hereinafter collectively referred to as "Exhibitor Parties"). NRA, the Show Management, the building management, and officers, employees, agents and all other personnel of NRA or the building management (hereinafter collectively referred to as "NRA Parties"), shall not be liable for Damages suffered by Exhibitor Parties. Exhibitor hereby expressly releases, discharges and waives any and all claims for Damages against NRA Parties. This release and waiver does not protect a person whose gross negligence or act of intentional infliction of injury or damage, solely and proximately caused Damages.

**Indemnification:** Exhibitor shall indemnify, hold harmless and defend, NRA Parties against and from any and all Damages arising out of or in any way related to: any Damages whatsoever to any Exhibitor Parties; Exhibitor Parties' work, use, occupancy or other activity at the Show; the conduct of Exhibitor Parties' business; any activity, work, or other thing done, permitted or suffered by Exhibitor Parties; any breach or default in the performance of any obligation under the terms of this Agreement; any product or service sold, leased, supplied or otherwise provided by Exhibitor Parties; or, any act or omission of Exhibitor Parties whatsoever. There is no duty to indemnify or hold harmless any person whose gross negligence or act of intentional infliction of injury or damage, solely and proximately caused Damages.

**Insurance:** Exhibitor shall, at Exhibitor's expense, obtain and keep in force during the term of the Agreement a policy of comprehensive liability insurance insuring NRA Parties and Exhibitor against any liability arising out of or related to Exhibitor Parties' work, use, occupancy or other activity at the Show or in any way related to this Agreement. Said policy shall include, but not be limited to, insuring against any claim whatsoever by Exhibitor Parties. Exhibitor shall also, at Exhibitor's expense, obtain and keep in force during the term of the Agreement, a commercial all-risk insurance policy against any liability arising out of or relating to Exhibitor Parties' work, use occupancy or other activity at the Show. Coverage limits (dollar amounts) of said insurance policies shall be sufficient to cover a claim for wrongful death. The limits of said insurance policies shall not limit the liability of Exhibitor, hereunder.

**Cancellation Policy:** Cancellation notification made in writing to the Show Manager received by November 13, 2015 will entitle Exhibitor to a full refund. Cancellation notification received by January 8, 2016 will entitle Exhibitor to a refund of 50% of paid monies. No refunds will be made after January 8, 2016.

**Rules and Regulations:** In addition to the terms set forth in this Agreement, Exhibitor agrees that all Exhibitor Parties shall comply with any further rules and regulations which may be imposed by NRA Parties at the Show, including but not limited to, rules and regulations which do not appear on this document and/or are not attached hereto.

**Severability:** If any of the provisions of this Agreement shall be held invalid under the laws of any jurisdiction, this Agreement shall be construed as if not containing those specific invalid provisions and the rights and obligations of the parties hereto shall be construed and enforced in a manner to protect the original intent of the parties to the extent possible. The striking of any invalid language shall not cause striking of any otherwise valid language.

**Governing Law and Consent to Jurisdiction, Venue and Service:** This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, or Federal law if applicable. Exhibitor consents and agrees that all legal proceedings relating to this Agreement shall be maintained in courts sitting within the City of Alexandria or the County of Fairfax, Commonwealth of Virginia, and Exhibitor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Exhibitor furthermore consents to the exercise of personal jurisdiction by said courts over Exhibitor.

In the event that performance of this contract becomes impossible, impracticable, imprudent or inadvisable due to Act of God, labor dispute, action or inaction by governmental authority, civil unrest, protest, threats, war, terrorism, or similar circumstances beyond the control of the non-performing party, then the parties shall be relieved of their duties under this contract and waive any claims for such nonperformance.

## **ADDITIONAL TERMS AND CONDITIONS**

1. Guide/outfitter must provide upon request a copy of all necessary licenses and/or permits to operate as such from all entities with jurisdiction over the land(s) on which the hunt(s) will take place.
2. The majority of the guide's/outfitter's business must be derived from hunting related activities and the majority of their display must be hunting oriented.
3. Guide/outfitter must abide by all laws, regulations, ethical standards and fair chase rules applicable to the land(s) on which the hunt(s) will take place.
4. If guided hunts are offered, all guides must be certified to meet all requirements of the jurisdiction(s) in which the hunt is to take place.
5. Any and all videos aired within the confines of the Exhibit Hall must be in good taste and are subject to review by Show Management. Show Management reserves the right to disallow the airing of any video it feels is not in keeping with the spirit of the Show.
6. No live animals of any kind will be allowed in the convention center with the exception of specially trained dogs used to assist impaired persons.
7. The selling, purchasing, bartering or trading of any wild animal parts is prohibited as governed by the Lacey Act and any other applicable laws and regulations.
8. **The selling of tangible products within the confines of the guide's/outfitter's booth is prohibited.**