

## October 1-4, 2022 (Convention) October 2-4, 2022 (Expo) Las Vegas Convention Center Las Vegas, NV

### 2022 NACS SHOW EXHIBIT SPACE TERMS AND CONDITIONS

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#### 1. Eligibility and Payment

- a. To apply for exhibit space at the 2022 Exposition, which will be sponsored by the National Association of Convenience Stores ("NACS") from October 2-4, 2022, at the Las Vegas Convention Center, Las Vegas, NV ("the Facility"), applicants must complete all relevant portions of this application and submit the application via the NACS online booth application process. The person signing this application warrants that he or 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 before June 30, 2022, must be accompanied by or received by NACS within fourteen (14) days, a deposit equal to one half (1/2) the total rental cost of the requested exhibit space. Payment in full for the exhibitor's requested exhibit must be made by June 30, 2022. If NACS has not received payment in full by June 30, 2022, 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 June 30, 2022, must be accompanied by, or received by NACS within fourteen (14) days, a payment equal to the full amount of the rental cost of the requested 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 the applicant 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, the exhibiting company will pay the difference in booth cost between the member and non-member fee or will renew membership status by paying the membership fee.
- e. To qualify for eligibility, the applicant's proposed exhibit must be found by NACS Show Management, to qualify as a legitimate product or service sold to or through convenience stores.
- f. All decisions regarding whether a product or service qualifies to exhibit, and if so which specific Primary Product Area it should be displayed in, shall be made by NACS in its sole discretion. All products must be qualified for exhibition in the Show.

#### 2. Space Assignments

- a. Space assignments will be made based on priority points accumulated with NACS and The Petroleum Equipment Institute (PEI). 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 Exposition.
- b. Show Management reserves the right to move, relocate, or resize exhibit booths, or otherwise adjust the floor plan in order to accommodate the best interest of the Show and/or comply with safety regulations. In the event that a booth needs to be downsized by Show Management, Show Management will refund any resulting overpayment to the Exhibitor. The floor plan maintained by Show Management shall be the official floor plan. Changes may occur at any time to accommodate Show needs and/or safety regulations.
- c. Space not occupied by Saturday, October 1, 2022 at 5:00 pm local (PST) time. will be forfeited by the exhibitor (unless special arrangements have been made in advance in writing), and such space may be resold, reassigned or otherwise used by NACS, without any refund of any payments to exhibitor at any time by NACS, and without any liability on the part of NACS to the exhibitor.

#### 3. Show Rules and Regulations

The following Show rules and regulations are necessary to ensure 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) in its sole and absolute discretion 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. Furthermore, Show Management will have the sole and absolute discretion to determine what an Exhibitor may use in a booth product demonstration or in any exhibit in general. NACS will not permit any exhibits or booth product demonstrations that it feels, in its sole discretion, may be offensive to its members, staff, or guests. By way of example and not in limitation of the generality of the foregoing, NACS will prohibit any exhibits or booth product demonstration it feels contain pornography, weapons, animals, or products that create legal risk to NACS or the show. NACS reserves the right to decide in its sole and absolute discretion whether any product creates such legal risk. Products that create legal risk include, but are not limited to, marijuana, delta-8 THC, kratom or any product including marijuana, delta-8 THC, or kratom as ingredients. CBD and products containing CBD as an ingredient are subject to limitations on marketing and display. NACS reserves the right to exclude any CBD or product containing CBD if it determines in its sole discretion that such product or the way that such product is displayed creates legal risk for NACS or the show.

**a. Code of Business Conduct**

1. NACS believes in an environment where all attendees and employees are treated with dignity and respect. NACS is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to the success and betterment of our industry. NACS is committed to hosting events that are free of discrimination and abusive, offensive or harassing behavior.
2. NACS therefore expressly prohibits at, or in any way connected with, any NACS sponsored event, any behavior that NACS deems, in its sole discretion, to be offensive, including but not limited to use of offensive language and any form of discrimination or harassment based on but not limited to race, color, sex, religion, ancestry, national origin, marital status, familial status, age, pregnancy, child birth or related medical conditions, sexual orientation, gender identity, genetic information, veteran status, disability (physical or mental), or any other characteristic or status protected by law.
3. Any violation of the NACS Event Code of Business Conduct may result in removal from the current NACS Event, without refund or other compensation for any admission, exhibit, or registration fee paid, and loss of the privilege to attend future NACS events.

**b. Installation and Dismantling of Exhibits**

1. Exhibitors may not erect or dismantle exhibits at any time except as provided by NACS Show 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 before the deadline provided by NACS Show Management, 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 Convention Center or to have the erection of the exhibit completed.
3. At the close of the Show, the exhibitor must surrender the exhibit booth or booth area in the same condition the booth or booth area was in at the time the exhibitor first occupied it. If an exhibitor fails to surrender a booth or 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 cleaning, repairing or otherwise returning the booth or booth area to the condition it was in when the exhibitor first occupied it.

**c. 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 plans as may be necessary to meet the needs of the exhibitors and the exhibit program.

**d. Exhibit Dimensions**

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

**e. Display Arrangement**

1. All exhibitors must rent adequate space to accommodate their planned product display and 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 an exhibit which does not lend itself to an attractive and professional appearance, including but not limited to unfinished side or end panels, must be draped or redesigned at the exhibitor's expense. The Exhibitor shall provide or arrange for complete covering of the bare concrete floor within their exhibit space. NACS reserves the right to make any such corrections it deems necessary to ensure an exhibit complies with these requirements, including but not limited to "forcing" carpet or drape, without incurring any liability, and to bill the exhibitor for charges incurred.

**f. Use of Exhibit Space and Exhibit Activities**

1. Exhibitor may not display drug paraphernalia, sexual devices, weapons, nudity in any form, "X-rated" program materials, or any literature pertaining to such materials.
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.
4. 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 or exceed 85 decibels. Exhibits found to have excessive noise levels will be given a written warning. A second violation will result in denial of electric power (without refund or other compensation) for the remainder of that day. A third violation will result in denial of electric power for the remainder of the event (without refund or other compensation) and loss of priority points.
5. An exhibit may not use lighting effects which interfere with other exhibits.
6. All music and entertainment should be in good taste and not include content that is sexually explicit or verbally offensive. In addition, dancing and modeling shall not include any provocative or suggestive poses or actions. Show Management, in its sole discretion, shall make final decisions on the acceptability of booth activities.
7. Exhibit booths must be attended and maintained by at least one exhibitor or exhibitor representative at all times during show hours.
8. 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.

**g. Exhibitors and Exhibitor's Representatives**

1. Children under the age of 16 will not be permitted in the exhibit hall during move-in and 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, or be making their way directly to or from a costume change area without stopping to engage attendees. Booth representatives and exhibitor's officers, agents, and employees may not wear clothing that NACS, in its sole discretion, deems excessively revealing or otherwise inappropriate, or not in keeping with the character of the Exposition. Prohibited apparel includes, but is not limited to, bathing suits, lingerie, excessively short skirts or shorts, and/or other attire NACS deems, in its sole discretion, to be excessively revealing or otherwise inappropriate, or not in keeping with the character of the Exposition.
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 between the opening and closing of the Exposition 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 to positively 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.

**h. 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 hotels. NACS in its sole discretion also prohibits non-approved publications and/or advertising in any of the common public spaces on the premises of the meeting facilities or in the guest rooms, lobbies or hallways of the hotels.

**i. Exhibitor Responsibilities**

Exhibitor shall for itself and any of its agents, subcontractors, employees, guests, invitees, 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.

**j. 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 Management 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 Exposition will be held.

By participating in the 2022 Exposition, 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. Exhibitor further represents and warrants that its exhibit does not infringe upon or violate or potentially infringe or violate any third-party intellectual property rights. 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 flame-proof 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 2022 Exposition, 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, and able to pass the inspection of the local Fire Underwriters Inspection Bureau.
- d. An exhibitor must comply with all local, state and federal health laws related to food preparation and distribution and file for any permits required by the local health district.

**5. Security**

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.

**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 (such written Notice must be provided either via certified mail to the address specified in 11(f) or via an email that has been acknowledged with a personal reply from NACS). 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 receives written notice from the exhibitor that the exhibitor intends to reduce the size of its contracted booth space, that notice is received on or before June 30, 2022, and NACS is able to resell the entire square footage of the original space reserved by the exhibitor for this exhibition, then NACS will assess a downsize fee equal to 50% of the difference between the total cost of the original space and the total cost of the reduced space. If NACS moves another exhibitor into the original space, then the original space will not be considered resold unless NACS is able to resell such other exhibitor's original space. If for any reason NACS is unable to resell all or a portion of the original space, the

exhibitor will remain liable for the full cost of the unsold space.

3. If NACS receives written notice from the exhibitor that the exhibitor intends to cancel its contracted booth space entirely and/or withdraw from the Show entirely, and this notice is received on or before June 30, 2022, and NACS is able to resell the entire square footage of the original space reserved by the exhibitor for this exhibition, then NACS will assess a cancellation fee equal to 50% of the total cost of for the original contracted space. If NACS moves another exhibitor into the original space, then the original space will not be considered resold unless NACS is able to resell such other exhibitor's original space. If at the time of cancellation/withdrawal, the exhibitor has not submitted payment to NACS of at least 50% of the total amount due for the contracted space, exhibitor agrees to remit the balance owed to NACS within fourteen (14) days of notification of intent to cancel. If for any reason NACS is unable to resell all or a portion of the canceled space, the exhibitor will remain liable for the full cost of the unsold space. Exhibitor shall remit payment to NACS of any additional amounts owed because NACS was unable to resell all or a portion of the canceled space within fourteen (14) days of receiving notice from NACS of any additional amounts owed to NACS.
4. If NACS receives written notice from the exhibitor that the exhibitor intends to reduce the space or size of its contracted booth space or cancel or withdraw from the show entirely, and this notice is received on July 1, 2022 or later, the exhibitor will remain liable to NACS for the entire amount due for the original contracted space, regardless of whether NACS is able to resell the cancelled space.
5. NACS will cancel the badges allowing personnel of an exhibitor to attend the show if such exhibitor cancels its exhibit space. NACS will reduce the number of badges to be commensurate with the exhibit space remaining for any exhibitor that reduces its exhibit space.
6. Regardless of if or when NACS receives written notice, NACS may decide, in its sole discretion, to include or exclude a cancelled exhibitor and/or description 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**

1. Until July 1, 2022, 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 in full satisfaction of liabilities to the Exhibitor. Beginning July 1, 2022, NACS may cancel this Agreement and return all monies paid by the exhibitor in conjunction with the rental of booth space, less an administrative fee of not more than 5% of the total booth cost plus any and all credit card fees paid by NACS to process exhibitor's booth payment(s) and/or refund via credit card, in the event that acts of God, war, government regulation or condemnation, terrorism, bioterrorism, disaster, strike, civil disorder, plague, pandemic or other health-related crisis, curtailment of transportation facilities, unavailability of accommodations, or any other event, any of which are substantially disruptive of NACS's ability to conduct the 2022 Exposition or which make it illegal, impossible, or imprudent to hold the Show in full satisfaction of liabilities to the Exhibitor.
2. NACS reserves the right to terminate the exhibitor's display privileges at any time, without prior notice or liability, if NACS, in its sole and absolute discretion, determines that exhibitor has materially breached any of the terms, conditions, rules or regulations of this Agreement. 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. Not with standing 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 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 sub-contractors, other exhibitors, the 2022 Exposition 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 2022 Exposition 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 the 2022 exhibition, even if the exhibitor has been advised of the possibility of such damages.

**8. Insurance**

Exhibitors agree to maintain such insurance as will fully protect NACS and the Facility 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 2022 Exposition. 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.

**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 2022 Exposition.
- b. If, in its sole discretion, 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 2022 Exposition 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 2022 Exposition 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 2022 Exposition, 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. 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. Exhibitor may not assign this Agreement or any of its rights hereunder without the prior written consent of NACS.
- c. 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.
- d. 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.
- e. 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.
- f. 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 confirmation of receipt by a member of the NACS Exposition Team. Actual receipt of registered or certified mail, postage prepaid, return receipt requested, to:  
Exposition Management Staff  
National Association of  
Convenience Stores  
1600 Duke Street  
Alexandria, VA 22314
- g. The application, this Agreement, and these terms and conditions constitute the entire agreement between us relating to the subject matter hereof and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter and may not be amended or modified except in writing.