

SEPTEMBER 27-29
2021

CAPITAL
CONNECT
COMMERCE
COMMUNITY
COMMERCIAL

NEW YORK
MARRIOTT MARQUIS
TIMES SQUARE

C5 SUMMIT 2021

SPONSORSHIP OPPORTUNITIES



NATIONAL
ASSOCIATION OF
REALTORS®



C5 SUMMIT 2021

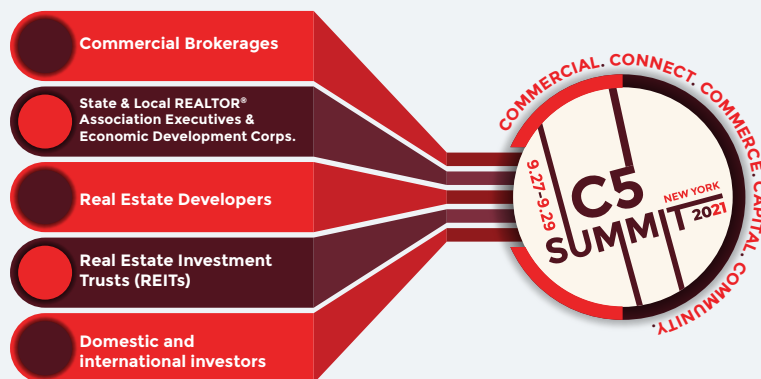
INTRODUCTION

INTRODUCING NAR'S C5 SUMMIT, THE PREMIER US-BASED COMMERCIAL REAL ESTATE EVENT

The National Association of REALTORS® is a leading force in organized real estate and is committed to bringing those who work in all aspects of the residential and commercial real estate industries together for engaging content that will empower REALTORS® as they navigate the ever-evolving real estate landscape.

Launching Fall 2021 in the heart of New York City—the epicenter of commercial real estate—NAR's C5 Summit will be the ultimate experience for commercial industry influencers and industry partners including commercial brokers, state and local associations, economic development organizations, government officials, NAR Global members, and domestic and international investors. Share in the excitement and gain traction with an elite audience at the first ever C5 Summit, September 27-29, 2021, by sponsoring or exhibiting.

Our newest flagship event will provide opportunities for networking, learning, deal-making, and much more.



BIG SHOTS. BIG BUSINESS. BIG DEALS. BIG APPLE.

HOW TO BECOME A LEADER AND INFLUENCER WITHIN THE COMMERCIAL PROPERTY MARKET...

- Meet face-to-face with key decision makers and potential buyers in the commercial sector
- Network, recruit, and build relationships with current and future customers
- Showcase your properties and investment opportunities to the right audience
- Position your brand at the premier commercial real estate event

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C5 SUMMIT 2021

INTRODUCTION

Participation Benefits

50-75 state and local REALTOR® associations, economic development agencies, and government officials will have the opportunity to exhibit at the C5 Summit. Shouldn't YOU be one of them?

Showcase your properties and investment opportunities to more than 1,500 attendees and buyers from across the United States, including:

- Commercial Brokers/Agents
- Real Estate Developers
- Real Estate Investment Trusts (REITS)

Stand out from your competitors! Combine NAR's advertising, sponsorship, and exhibiting opportunities to reach commercial industry influencers and industry partners.

EXPO HOURS*

Monday

September 27, 2021
12pm - 5pm

Tuesday

September 28, 2021
9am - 11:45am & 2pm - 5pm

Wednesday

September 29, 2021
8am - 10:45am

**Expo Hours are subject to change*

EXHIBITOR SPONSORSHIP OPPORTUNITIES

BASIC EXHIBIT PACKAGE

Exhibit space starts at \$2,500 per 8'x10' booth and includes one (6') table, two chairs, and two full conference registrations.

CONSULTATION SUITES

8'x10' enclosed rooms available for \$5,000. Located on the exhibit floor and allows for more private and meaningful conversations with attendees. Each suite will be furnished with a table and 2-4 chairs and wastebasket.

START-UP ALLEY – EXCLUSIVELY ON MONDAY, SEPTEMBER 27, 2021, 12PM – 5PM

Just getting started in the **commercial** sector? Participate in Start-up Alley for \$995 to showcase your products to this influential audience. Participation includes one highboy table, two barstools, two 1-day conference registrations and promotion in advance and on-site during the event.

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SPONSORSHIP OPPORTUNITIES

INTERESTED IN HAVING MAXIMUM IMPACT?

Choose from three different sponsorship levels or go a la carte to gain exclusivity.

(Sponsorships are limited to exhibiting companies.)

SPONSORSHIP PACKAGE CLASS A @ \$45,000

Limited to one company, this package will garner attention and generate awareness among everyone who attends **C5 SUMMIT!**

- One 8'x20' booth
- Four event registrations
- Exclusive sponsor of The Deal Room
- Targeted ad campaign on social media
- Branding and recognition on event promotional materials in advance, on-site, and post-event
- Recognition by event emcee
- One banner location within venue
- Advertising in mobile app

SPONSORSHIP PACKAGE CLASS B @ \$25,000

Become one of five sponsors that will capture attendees' attention through a diverse set of touch points that provide branding and visibility throughout all three days of the event.

- One 8'x10' booth
- Four event registrations
- One banner location within venue
- Branding and recognition on event promotional materials in advance, on-site, and post-event
- Recognition by event emcee
- Advertising in mobile app
- Advertising opportunity on C5 Summit website

SPONSORSHIP PACKAGE CLASS C @ \$10,000

Upgrade your booth presence with additional recognition as a player in the **commercial** marketplace.

- One 8'x10' booth
- Four event registrations
- Advertising opportunity on C5 Summit website
- Branding and recognition on event promotional materials in advance, on-site, and post-event



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SPONSORSHIP OPPORTUNITIES

BECOME AN EXCLUSIVE SPONSOR OF ONE OF THE FOLLOWING:

OPENING RECEPTION - DAY 1 \$75,000

Attendees can look forward to cocktails, entertainment, and light hors d'oeuvres on their arrival day. The Opening Reception offers attendees a great chance to network with influential members of the **commercial** marketplace. Have your brand associated with this event and enjoy:

- Approved swag handed out to attendees (*at sponsor's discretion*)
- Logo or video opportunity (*non-audio*) to play on continuous loop throughout reception (*at sponsor's discretion*)
- Opportunity to welcome attendees
- Branding on all signage and marketing materials before, during, and after event
- Social media ad campaign



OPENING SESSION/BRUNCH - DAY 1 \$50,000

Welcome attendees on the first day of the event by sponsoring brunch and the Opening Session. *Sponsorship includes:*

- Approved collateral/gift at each chair (*at sponsor's discretion*)
- Social media ad campaign
- Opportunity for short intro video or logo on entrance screen
- Mention by emcee
- Reserved seating
- Branding on all signage and marketing materials in advance, on-site, and post-event



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SPONSORSHIP OPPORTUNITIES

GENERAL SESSION/LUNCH - DAY 2

\$50,000

Networking Box Lunch will include roundtable discussions on various topics. Sponsors will have the opportunity to moderate two tables with the topic of their choice. If a plated program is chosen, sponsor will have the opportunity for a short intro video or brief comments from the podium. Once event format has been determined, sponsor will receive:

- Opportunity for short intro video or logo on screen
- Logo on the screen
- Mention by emcee
- Reserved seating
- Branding on all signage and marketing material in advance, on-site, and post-event

CONTINENTAL BREAKFAST AND SNACK BREAK - DAY 2

\$15,000

Welcome attendees before the doors open on Day 2 as they grab a morning bite and refreshments. Hand out approved swag or collateral material (*at sponsor's discretion*) at each station during breakfast as well as the afternoon snack break. Branding on all signage and marketing materials before, during, and after event.

CLOSING SESSION - DAY 3

\$50,000

Sponsor the C5 Summit Closing Keynote, featuring Commercial Real Estate Investor and MLB All-Star Alex Rodriguez, Interviewed by Charlie Oppler, 2021 NAR President. Sponsor will receive:

- Approved collateral/gift at each chair (at sponsor's discretion)
- Social media ad campaign
- Opportunity for short intro video or logo on entrance screen
- Mention by emcee
- Reserved seating
- Branding on all signage and marketing materials in advance, on-site, and post-event

ADDITIONAL SPONSORSHIP OPPORTUNITIES INCLUDE:

Badge/lanyard sponsorship @ **\$5,000**

Hotel keycards @ **\$5,000**

Event website banner ads @ **\$2,500**

Advertising in mobile app @ **\$2,500**

One-meter standing signs throughout public space @ **\$1,500** each

For information on **C5 SUMMIT** sponsorship opportunities, please contact **nar@theYGSgroup.com**.

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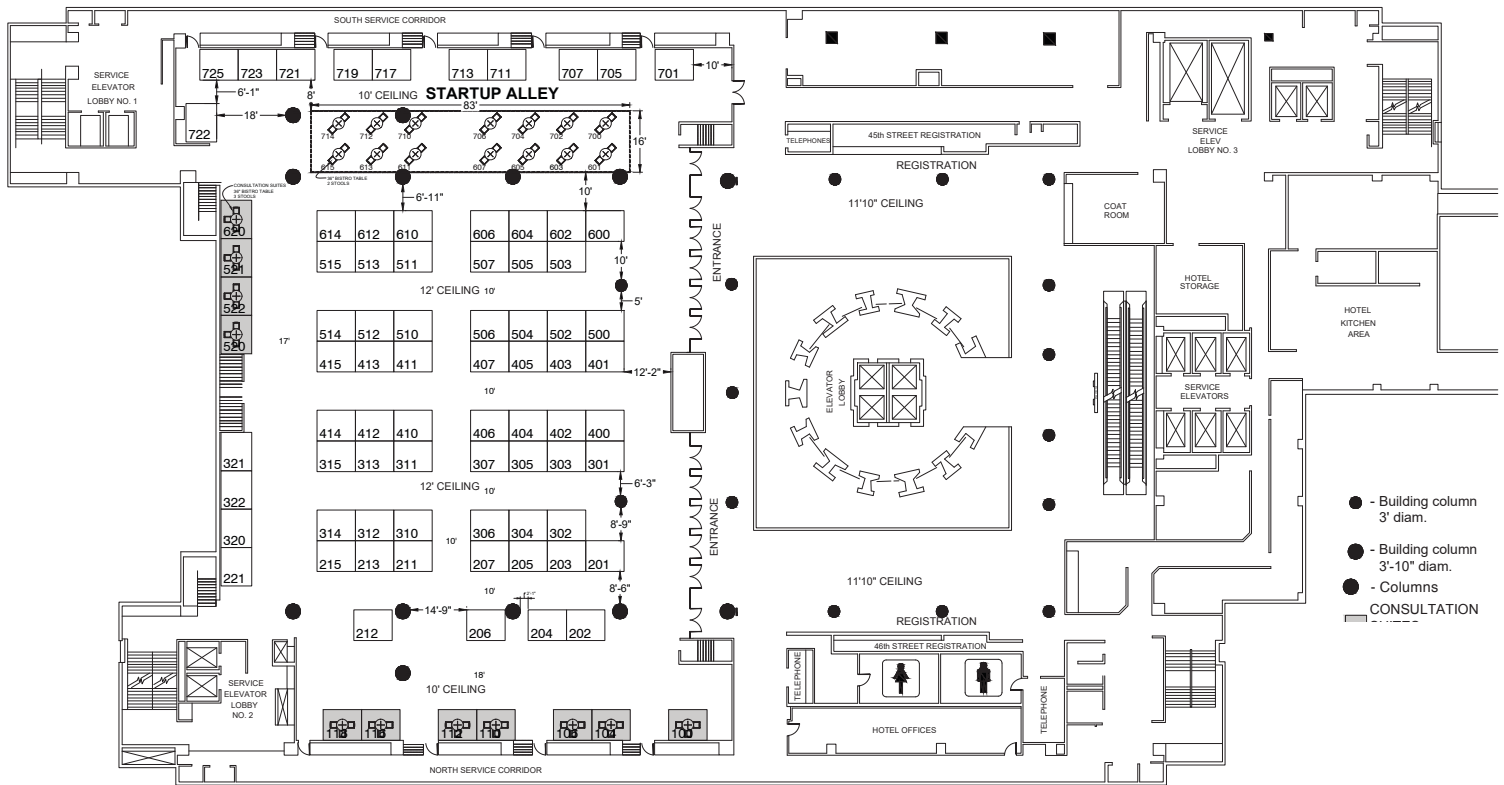


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FLOOR PLAN

For information on **C5 SUMMIT** sponsorship opportunities, please contact nar@theYGSgroup.com.



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C5 SUMMIT 2021

EXHIBITOR AND SPONSORSHIP CONTRACT

EXHIBITOR SPONSORSHIP PACKAGES:

- ☐ Class A Exhibitor Package \$45,000
- ☐ Class B Exhibitor Package \$25,000
- ☐ Class C Exhibitor Package \$10,000
- ☐ Basic Exhibitor Package \$2,500
- ☐ Consultation Suite \$5,000
- ☐ Start-Up Alley \$995

REQUESTED BOOTH NUMBER(S): _____

REQUESTED CONSULTATION SUITE(S): _____

SPONSORSHIPS:

- ☐ Opening Reception - Day 1 \$75,000
- ☐ Opening Session/Brunch - Day 1 \$50,000
- ☐ General Session/Lunch - Day 2 \$50,000
- ☐ Closing Session - Day 3 \$50,000
- ☐ Continental Breakfast and Snack Break - Day 2 .. \$15,000
- ☐ Badge/Lanyard Sponsorship \$5,000
- ☐ Hotel Keycards \$5,000
- ☐ Event Website Banner Ads \$2,500
- ☐ Advertising in Mobile App \$2,500
- ☐ One-Meter Standing Signs \$1,500 each

EXHIBITOR LISTING

Company Name

Address

City State Zip

Phone (toll-free, if you have one) Company Website

GENERAL INFORMATION

Company Name

Key Contact Name

Title

Address

City State Zip

Phone

E-mail

Company's Primary Line of Business

PAYMENT

(Please check the appropriate box.)

☐ Check (Payable to The YGS Group) ☐ Invoice Me

Credit Card*: ☐ MasterCard ☐ Visa ☐ AmEx ☐ Discover

Card # Exp. Date CVV

Cardholder's Signature Amount

*A 3% surcharge will be applied on all credit card transactions, which is not greater than our cost of acceptance.
No surcharge is applied to payments made via ACH.

We agree to abide by all rules and regulations governing the convention, as printed in this application. Acceptance of this application by the National Association of REALTORS® constitutes a contract.

Authorized By (Please Print) Date

Authorized Signature

All cancellations must be received in writing. Cancellations received on or prior to March 1, 2021, will be liable for 50% of the cost of sponsorship. For cancellations received after June 30, 2021, sponsors are liable for 100% of the cost of the sponsorship. No refunds will be made after June 30, 2021, unless NAR cancels the event. See section 9 of the Terms and Conditions on the following page for additional details.

Mail to: The YGS Group, Attn: C5 Summit, 3650 West Market Street, York, PA 17404
Email contracts with payment information to: nar@theYGSgroup.com

TERMS AND CONDITIONS

NAR or Show Management (as hereinafter defined) reserves the right to set and limit the hours of the Exhibition. The hours of the Exhibition will be prepared in advance by NAR.

1. APPLICATION AND ELIGIBILITY. The application for booth space at the Exhibition must (i) be made on the printed form to which these Terms and Conditions are attached, (ii) contain the information as requested, and (iii) be executed by an individual who has the authority to act for the Exhibitor. NAR reserves the absolute right to decline any application for space for any reason, including without limitation if, in NAR's judgment, the products or services to be shown or demonstrated are not applicable to the real estate business, are inconsistent with the stated purposes of NAR or the interests and welfare of its members, or are unreasonably duplicative of services or products offered by or available from NAR or any of its affiliates or subsidiaries. NAR further reserves the right, in its sole discretion, to limit the types of companies and products represented at the Exhibition, to accept or reject applications, and to assign or reassign booth space as it deems appropriate.

2. BOOTH SIZE. Standard booths will be configured and sold in increments of 80 square feet.

3. ASSIGNMENT OF BOOTH SPACE. All space assignments will be made by NAR, in its sole discretion as applications and deposits are received and accepted; provided, however, that divisions, affiliates or subsidiaries of the NAR may be given preference in the allocation and assignment of booth space. Exhibitor may reserve unassigned booth space for up to ten (10) days upon receipt by NAR of a fully completed copy of this Contract, but no booth assignment will be made until the Contract and the initial deposit have been received by NAR. In addition, the following booth space assignment rules will apply:

A.) Booth assignments will be made as soon as possible after receipt of a properly completed Contract and the required fifty percent (50%) deposit has been received.

B.) NAR reserves the right to make, change, and cancel all booth assignments as it deems appropriate.

C.) NAR reserves the right to take into consideration the Exhibitor's prior compliance or non-compliance with the booth regulations ("Booth Regulations") promulgated by NAR from time to time.

4. EXHIBITION SPACE FLOOR PLAN. Every effort will be made by NAR to maintain the general configuration of the floor plan for the Exhibition. However, NAR reserves the right to modify the plan if necessary, as determined solely by NAR. NAR will provide written notice to any Exhibitor whose booth space is affected by any change in floor plan.

5. EXHIBITION STAFF REGISTRATION & HOUSING INFORMATION. Children under 16 years of age are not allowed on the Exhibition floor unless accompanied by a guardian/parent. This rule applies to ALL attendees, guests, and Exhibitors.

6. NAR reserves the right, in its absolute discretion, to impose reasonable limitations on the number of Exhibitor's staff within a booth and encourages Exhibitors to obtain approval for the number of staff prior to the Exhibition. Exhibitor badges will entitle registered Exhibitor representatives admission to all programs related to the C5 Summit. Badges must be worn at all times in order to enter the Exhibition hall

during set-up, show hours and teardown. Exhibitor staff, temporary help and set-up personnel must wear badges designated by NAR or the Official Contractor (as hereinafter defined). Exhibitor badges do not give admission to other Exhibition functions, nor are they transferable. Housing at NAR Conference Hotels is limited. Exhibitor agrees to occupy no more than twenty-five (25) rooms in any one NAR Conference Hotel. Exhibitor may reserve more than twenty-five (25) rooms if the block is shared among more than one hotel.

7. PAYMENT DATES. No booths will be assigned until NAR has received a deposit of fifty percent (50%) of the total booth fee, along with the signed Contract. The final payment of 50% balance will be invoiced on June 1, 2021 with full payment due June 30, 2021. If full payment is not received by June 30, 2021, NAR will have the right to retain the deposit paid by Exhibitor and resell the assigned booth space. Only those Exhibitors with a fully executed Contract and having made full payment by June 30, 2021 will be listed in the "Directory of Exhibits." Exhibitor expressly understands and agrees that all amounts paid hereunder will be first applied to any outstanding obligations due to NAR by Exhibitor, and then to the amounts due in accordance with this paragraph, that any resulting arrearages must be paid within the time limits stated herein, and that NAR will have the right to cancel this Contract if Exhibitor is or becomes in arrears with respect to any outstanding obligation due NAR.

8. EXHIBITOR REPUDIATION. In the event Exhibitor notifies NAR of Exhibitor's intent to repudiate this Contract after full execution hereof, but prior to March 1, 2021, NAR will be entitled to retain fifty percent (50%) of the full exhibit booth price as liquidated damages and not as a penalty. If NAR receives such notice of the Exhibitor's repudiation after March 1, 2021, but before June 30, 2021, NAR reserves the right to retain seventy-five percent (75%) of the exhibit booth price as liquidated damages and not as a penalty. If NAR receives such notice of the Exhibitor's repudiation after June 30, 2021, NAR will be entitled to retain the full exhibit booth price as liquidated damages and not as a penalty. Upon receipt of notice of Exhibitor's repudiation, NAR will be entitled to resell or reassign the Exhibitor's booth space. In the event that Exhibitor notifies NAR of Exhibitor's intent to decrease the total amount of booth space represented on the signed Contract prior to June 30, 2021, NAR be entitled to retain fifty percent (50%) of the cancelled booth cost as liquidated damages and not as a penalty. No refunds will be made for changes or cancellations made after June 30, 2021.

9. FORCE MAJEURE; CANCELLATION. If for any cause beyond the control of NAR, such as, but not limited to, the destruction of the exhibit facilities by an Act of God, the public enemy, authority of law, fire or other force majeure, or boycotts, strikes or other labor disputes, or cancellation of the Exhibition for reasons beyond NAR's reasonable control, NAR is unable to comply with the terms of this Contract and deliver the space allotted hereunder, this Contract will be considered terminated and any payments made hereunder by Exhibitor will be refunded to Exhibitor, less expenses incurred by NAR to the date of the termination after proration of the expenses among all Exhibitors, and NAR will have no further liability for damages or compensation of any kind. NAR reserves the absolute right to terminate this Contract at any time up to sixty (60) days prior to the Exhibition if, in NAR's judgment, the Exhibitor company's messaging, practices, or the products

or services to be shown or demonstrated are: (a) inconsistent with the stated purposes of NAR or the interests and welfare of its members, (b) unreasonably duplicative of services or products offered by or available from NAR or any of its affiliates, subsidiaries, affiliated societies, institutes or councils, or any entity that NAR otherwise holds an interest in; (c) otherwise deviate from the policies and company messaging of NAR. If at any time, including after the commencement of the Exhibition, a legal dispute arises between NAR and Exhibitor, NAR reserves the absolute right to terminate this Contract immediately. Misuse of NAR's trademark or other intellectual property rights by Exhibitor will be immediate grounds for termination by NAR. If NAR exercises its right to terminate under any of the above scenarios, payments made hereunder by Exhibitor will be refunded in full to Exhibitor, less any costs incurred by NAR under this Contract, and neither party will have any further liability or obligations to the other hereunder, except for those terms which expressly survive expiration or termination of this Contract. If at any time, including after the commencement of the Exhibition, Exhibitor engages in any illegal or unethical activity, NAR reserves the absolute right to terminate this Contract immediately, and Exhibitor hereby waives and holds NAR harmless from any claim for refund of the booth space or other damages arising out of such termination.

10. INSTALLATION OF EXHIBITS. The Exhibition hall will become available for display set-up on Sunday, September 26, 2021 from 9:00 a.m. – 5:00 p.m., and on Monday, September 27, 2021 from 8:00 a.m. to 10:00 a.m. Full maintenance and installation crews will be on duty. All Exhibitors must be fully set up and ready by 10:00 a.m. on Monday, Sep. 27th. NAR reserves the right to set up Exhibitor's booth at Exhibitor's expense if Exhibitor fails to complete its setup by 10:00 a.m. on Monday, Sep. 27th.

11. DISMANTLING AND REMOVAL OF EXHIBITS. Exhibitor will remove its products and belongings from its booth space only between 1:00 p.m. and 6:00 p.m. on Wednesday, Sep. 29th. All Exhibitor displays or materials left in the hall after 6:00 p.m. on Wednesday, Sep. 29th will be packed and shipped at the discretion of the show management to be identified by NAR ("Show Management") and all applicable service charges will be applied to the Exhibitor of record. **IN NO CASE WILL DISMANTLING BE ALLOWED BEFORE 12:00 p.m., Wednesday, Sep. 29, 2021.** Exhibit booths must be staffed during all Exhibition hours. If Exhibitor violates this regulation, it may be denied booth space in future trade exhibitions.

12. BOOTH, FURNISHINGS, EQUIPMENT, AND SERVICE. NAR will provide a uniform style exhibit booth 8' deep and 10' wide, draped material on aluminum framework, a back wall 8' high, side rails 36" high, standard identification signage displaying Exhibitor's name and booth number, one 6' skirted table and two standard chairs. Exhibitor's display from its booth must not project so as to obstruct the view of the adjacent booths. For standard booths, (a) display material or equipment in the rear 5' of the booths may not exceed a height of 10', and (b) display material or equipment in the remainder of the booth (5' from the aisle) may not exceed a height of 4'. With regard to island booths, display material or equipment may not exceed a height of 10'. Under no circumstances will an Exhibitor's materials or equipment Exhibitors occupying booths that are 16' x 20' or larger, MUST submit a floor plan of their display to The YGS Group (megan.brodbeck@theygsgroup.com) for review. Such floor plans must detail height and width dimensions. Exhibitor also agrees to comply with the

Americans with Disabilities Act and its regulations in the equipment, services, and design of its booth. In addition, the Booth Regulations, a copy of which Exhibitor hereby acknowledges receipt of and which is hereby incorporated by reference into this Contract, will apply and will be complied by Exhibitor.

13. **ADDITIONAL EXHIBITOR SERVICES.** Additional services, including, without limitation, display rental, additional decorating, furniture rental, cleaning, photography, floral, electrical, television, audiovisual service, drayage information and displayment labor, may be requested by Exhibitor from NAR. An Exhibitor's Service Manual will be available online to all Exhibitors, approximately 60 days in advance of the Exhibition, outlining the available additional services, the deadline for advising NAR of Exhibitor's desire to obtain an additional service, and the costs for each additional service. All additional services will be requested by Exhibitor through the official conference contract ("Official Contractor"), who will be identified in the Exhibitor's Service Manual.

14. **INSURANCE.** Fire, loss, theft and personal liability insurance issued by an insurance company with an A.M. Best rating of A- or higher must be procured by the Exhibitor at its own expense. NAR reserves the right to request proof of insurance at any time during the fourteen days (14) prior to the Exhibition and at any time after its inception. If proof of insurance is not produced to NAR within three (3) business days of such request, NAR may cancel this Contract and retain all fees and deposits, and Exhibitor hereby waives any claim for refund thereof or other damages arising out of such termination. Standard insurance limits required by NAR are (1) comprehensive general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage; and (2) umbrella insurance in the amount of \$1,000,000. If Exhibitor does not carry insurance or does not carry the requisite insurance limits, a waiver must be obtained from NAR. All waivers are granted on a limited, independent basis in the sole discretion of NAR.

Neither the Exhibition facility, NAR, nor the Official Contractor will be responsible for loss or damage to any property in storage, in transit to or from the Exhibition building, while in Exhibition building or for any loss of income as a result of any reduced sales due to such loss or damage. All property of the Exhibitor is deemed to remain under the Exhibitor's custody and control in storage, in transit to, from or within the confines of the Exhibition hall even though it may at times be under the temporary control of NAR or the Official Contractor. NAR provides no insurance coverage for Exhibitor's property and is not responsible for any loss of that property regardless of the cause.

15. **SHIPPING INSTRUCTIONS.** Information on shipping methods and rates will be available online in the Exhibitor's Service Manual. The Exhibitor will ship, at its own risk and expenses, all articles to be exhibited in its booth. The Official Contractor will provide temporary storage for incoming freight, delivery to booth, removal, storage and return of empty crates and removal of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments must include the Exhibitor's name and booth number(s). Neither NAR nor Official Contractor will be liable for any loss or damage to any property handled by NAR or Official Contractor under the terms of this Section 15.

16. **CONTRACTOR AND LABOR COORDINATION.** The Official Contractor will have control of all inbound and outbound freight to prevent congestion in the loading and unloading areas, in the aisles and in any

freight traffic area. The Official Contractor will have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly set-up, management and dismantling of the Exhibition. It is highly recommended that Exhibitor utilize the labor services of the Official Contractor to set up and dismantle its booth. If Exhibitor decides to use another contractor for these purposes, Exhibitor must provide written notification to NAR and the Official Contractor, at least 60 days prior to Exhibition set-up, of the contractor chosen by Exhibitor, along with proof of adequate liability insurance of the contractor. Booth number, name of Exhibitor and identification of the outside contractor must be included in Exhibitor's written notification.

Smoking is prohibited at all times in all areas of the Marriott Marquis Times Square ("Hotel"). Exhibitors must adhere to all Exhibitor Policies outlined below: A.) All combustible materials used in exhibit construction must be treated with an effective flame-retardant. Only noncombustible materials or fire-retardant wood may be used for exhibits, scenery, or props. All curtains, drapes, carpet, padding, and decorative materials must be treated with a flame-retardant. Any storage of combustible materials such as packing materials behind the booth is prohibited. B.) Flammable liquids (kerosene, gasoline, mineral spirits, ether, etc.) are not allowed within the Hotel. Filling of any tank or device with any flammable liquid inside the Hotel is not permitted. C.) Vehicles may be allowed in the building for display purposes provided that the vehicle make and model are approved by NAR 90 days prior to move-in. NAR reserves the right to select specific make and model. Additional requirements are available upon request. D.) Fire hoses and extinguishers should be visible and accessible at all times. E.) No furnishings, decorations, or other booth objects can obstruct exits, access to exits, or visibility of emergency exits. The path of travel to exits may not be blocked by furniture or any other movable objects.

18. **SOUND/MUSIC/LICENSEING.** In general, Exhibitors may use sound equipment in their booth as long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other devices must be positioned so as to direct sound into the booth rather than into the aisle. **SOUND and NOISE MAY NOT EXCEED 80 DECIBELS. SPECIAL WARNING:** If the noise level is still disruptive after Show Management warnings, Exhibitor's equipment responsible for the noise violation will be disconnected/removed for the duration of the Exhibition.

A.) In the event Exhibitor plays recorded music in its assigned booth, Exhibitor warrants that it will have obtained appropriate licenses and the authority to use such copyrighted music, and that it will comply with all terms and conditions of said licenses. Exhibitor will not have any live musical performances at its booth. B.) Exhibitor warrants further that it is the sole owner of all copyrighted materials appearing in its booth space, or in the alternative, that it has obtained appropriate licenses to display such materials. C.) Exhibitor agrees to defend, indemnify, save and hold NAR, its officers, directors, representatives, members, contractors, employees and agents harmless from and against all claims, liabilities, damages, causes of action, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, brought against NAR arising out of (i) any alleged breach of the warranties made in this paragraph, and (ii) any other claim that activity by Exhibitor breaches the intellectual property rights of any third party. This section will survive the expiration or termination of this Contract.

19. **SECURITY.** Guard service will be provided by NAR at the Exhibition on a 24-hour basis from move-in through move-out. Reasonable precautions will be taken to protect property, but NAR cannot and does not ensure the safety of persons or the protection of property. NAR will not be liable for any loss or damage to person or property hereunder.

20. **LIABILITY FOR DAMAGES OR LOSS OF PROPERTY.** Notwithstanding the guard service provided by NAR for purposes of general security in the Exhibition premises, Exhibitor will protect, indemnify and hold harmless NAR and its members, officers, directors, employees and agents, the Marriott Marquis Times Square and the Official Contractor (collectively, the "Indemnitees") from any and all liability, loss, damage, claim, cause of action, cost or expense including, without limitation, court costs and attorneys' fees by reason of any injury or injuries sustained by any persons or property or loss of property or income which might be derived therefrom occurring in or about the Exhibition premises or entrances thereto or exits therefrom, including, without limitation, those caused by or resulting from (a) Exhibitor's breach of the terms and conditions of this Contract, or (b) the negligence or willful misconduct of Exhibitor, its staff, employees, agents or contractors. Indemnitees will not be responsible or liable for any injury, loss or damage to any property or person brought in by the Exhibitor or otherwise located in the Exhibition premises. This section will survive the expiration or termination of this Contract.

21. **UNACCEPTABLE EXHIBITS.** The Exhibitor will not utilize any displays which NAR determines, in its absolute discretion, would endanger the person or property of the attendees or of Exhibitor or any other exhibitors at the Exhibition, are in bad taste, are liable to discredit or subject NAR to criticism or legal liability, are inconsistent with the stated purposes of NAR or the interest and welfare of its members, are inimical to the property rights of NAR, or violate any other provisions of this Contract. In the event NAR determines at any time that any exhibit may or does violate this paragraph and the Exhibitor is unable or unwilling to cure or correct such violation, NAR may terminate this Contract immediately and prevent erection of the exhibit or may remove or cause the exhibit to be removed at Exhibitor's expense, and Exhibitor hereby waives any claim for refund of the exhibit booth fee or other damages arising out of such termination and/or exhibit removal. If Exhibitor is uncertain whether an exhibit is in compliance with all regulations and requirements, contact NAR in advance.

22. **SOCIAL FUNCTIONS/SUITCASING/ OUTBOARDING.** Exhibitor may only conduct social functions which do not conflict with scheduled programs or activities of the Exhibition. Exhibitor will not conduct or sponsor any banquet, breakfast, luncheon, party or other function for attendees, or for those who have been invited to attend the Exhibition during published Exhibition hours, without the prior written approval of NAR. Exhibitors and non-exhibitors who solicit in the aisles, or anywhere else on the Exhibition property outside the exhibit hall, or support any event within the venue that is hosted by a non-exhibiting supplier, without NAR's approval, may be subject to penalties that include, without limitation, cancellation/closure of Exhibitor's exhibit space from the Exhibition without refund, loss of space selection priority points, and/or denial of Exhibitor's application for exhibition space for the next two (2). Non-exhibitors will be asked to leave the Exhibition, without refund of any monies paid, and will not be allowed to attend the event for two (2) years from the year of the infraction.

23. FAILURE TO OCCUPY SPACE. Assigned booth space not occupied at the Marriott Marquis Times Square by 10:00 am, Monday, September 27, 2021, will be forfeited by the Exhibitor, and such space may be resold, reassigned, or used by NAR without refund, unless a written request for delayed occupancy has been received and approved in writing in advance by NAR. Failure to notify NAR in writing of any cancellation prior to 10:00 am, Monday, September 27, 2021, may be cause for denial of exhibit space in future trade exhibitions. Upon any such cancellation, NAR will retain any deposits previously made.

24. SUBLETTING BOOTH SPACE AND ARTICLES OF EXHIBIT. Exhibitor may not assign, sublet, or apportion all or any part of its contracted booth space, nor may Exhibitor cause or permit the advertisement, display, promotion, sales or marketing of products or services in its booth(s) other than those manufactured, distributed or sold by the Exhibitor in the regular course of business and identified in this Contract. Exhibitor may change, add or delete a product or service to be displayed in its booth only with NAR's prior written permission, which will not be given without at least eight weeks' prior written notice to NAR.

25. ADVERTISING MATERIAL. The Exhibitor agrees that the use or distribution of any advertising materials or souvenirs during the Exhibition will be subject to prior written approval of NAR. Except as otherwise provided, NAR will not endorse, support or be liable for the claims made by the Exhibitor as to the qualities or merits of its products or services, and no advertising or mention will indicate, claim or suggest such endorsement or support. All hand-outs must be distributed from within the exhibit booth(s). See also Paragraph 28 hereof concerning registered trademarks owned by NAR.

26. PROMOTIONS, MODELS, LITERATURE AND PROMOTIONAL ITEMS DISTRIBUTION. Uniformed attendants, costumed staff, models and other employees must be dressed in good taste and remain in booth space occupied by their employers. In addition, robots and remote controlled equipment must remain in the booth space occupied by their owner. Logo apparel is permissible on staff; however anything beyond a logo or company name, such as a marketing message or wearable billboard advertisement, that extends outside of exhibitor's rented booth space must be covered. Any and all distribution of literature or other promotional items

must be made from the Exhibitor's rented booth space and no distribution is to be made to the individual booths of other exhibitors. Furthermore, exhibiting trade publishers are prohibited from soliciting advertising in the Exhibition aisles. They may distribute their own trade publications from Exhibitor's rented booth space.

27. REALTOR® MARKS. Exhibitor hereby acknowledges that NAR is the sole and exclusive owner of the trademark rights in the collective membership marks REALTOR®, REALTORS®, REALTOR-ASSOCIATE®, National Association of REALTORS®, the REALTORS® Logo, and the Conference Theme and Graphic (collectively, "NAR Marks"). Exhibitor will endeavor to ensure that the NAR Marks are used, both in written and oral form, only in accordance with the policies and guidelines of NAR relating to such use and, further, that the NAR Marks will never be used interchangeably with "real estate agent" or "real estate broker" or in any context that suggests that a person may be a REALTOR® without reference to membership status in NAR. Exhibitor will not use or attempt to use or register any of the NAR Marks as part of any domain name or web site name. Exhibitor will not, either in written or oral form, use the NAR Marks or any marks similar thereto, or any other marks owned by NAR or its affiliates or subsidiaries, without the advance written permission of NAR. Exhibitor will review and follow the NAR trademark policies and guidelines located at: <https://www.nar.realtor/mmm>. Exhibitor will cease any use or modify any use of the NAR Marks upon request by NAR. This Section will survive expiration or termination of this Contract.

28. FUNCTION SPACE. Exhibitor agrees Marriott Marquis Times Square WILL NOT provide and Exhibitor WILL NOT seek space from Marriott Marquis Times Square for display or exhibition purposes other than that provided by NAR under this Contract. No display or exhibition space will be available at any other hotel. Exhibitor's use of hospitality rooms will be subject to prescribed regulations and will not be allowed during Exhibition business sessions. Any space request for group functions on an individual basis must be coordinated with NAR through its Conference Division 800-874-6500. All requests must be received prior to September 1, 2021.

29. MISCELLANEOUS. The Exhibitor expressly agrees to be bound by all the terms, conditions and specification herein listed and by the Booth Regulations established by NAR and as from time

to time thereafter modified, and expressly agrees that this Contract contains the entire agreement between the parties hereto and supersedes any prior agreement, written or oral. This Contract will be interpreted under the laws of the United States and the State of Illinois. Any dispute arising out of or relating to this Contract will be filed and adjudicated in the appropriate Federal or State Court located in Cook County, Illinois.

30. RESERVATION OF RIGHT TO MAKE CHANGES. Any matters not specifically covered herein are subject to decision by NAR. NAR reserves the right to make such changes, amendments and additions to these terms as are considered advisable for the proper conduct of the Exhibition, with the provision that Exhibitor will be advised in writing of such change.

31. SEVERABILITY. In the event that any of the provisions of this Contract are held to be unenforceable by a court or arbitrator, the remaining portions of this Contract will remain in full force and effect, but only to the extent that giving effect to the remaining provisions hereof is in accordance with the intent of the parties.

32. NO WAIVER OF RIGHTS. All waivers must be made in writing, and failure at any time to require the other party's performance of any obligation under this Contract will not affect the right subsequently to require performance of that obligation. No waiver or any breach of any provision of this Contract will be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

33. RELATIONSHIP BETWEEN THE PARTIES. The parties to this Contract are independent contractors, and this Contract will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

34. EXECUTION. This Contract may be signed in counterparts, and a signature sent by facsimile or e-mail will have the same effect as an original signature.