

National Urban League's Exhibit Space Contract

CONDITIONS AND RULES These exposition rules are part of the contract between the exhibitor and show management. Show management shall have the authority to interpret and enforce these rules. All matters not covered by these rules are subject to the decision of show management. All decisions so made shall be as binding on all parties as the original rules. The exhibitor or its representative is responsible for familiarizing itself with all rules and regulations. The exhibitor or its representative who fails to observe these terms and conditions may be excluded from the exposition without refund.

LIABILITY Each exhibitor has the responsibility of safeguarding its own exhibit materials or goods from the time they are placed in the exhibit space until they are removed. The exhibitor agrees to make no claim against The National Urban League (NUL) or any of its sponsoring organizations, agents, or employees on account of loss occasioned: by fire, accident, theft, storm or damage due to exhibitors negligence; any injury to the exhibitor or exhibitor's employees; or damage of any other nature or character, including any damage to the exhibitors business as a result of the exhibit, or as a result of its installation or removal or for failure to hold the exhibition as scheduled.

INSURANCE The exhibitor is required to have the appropriate amount of insurance coverage for the duration of the event, including move in, move out and transportation to and from the exhibit hall. The exhibitor will, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased by NUL. Such insurance shall include contractual liability and product liability coverage in commercially reasonable amounts to cover the Exhibitor and NUL's exposure to loss. Such insurance shall name NUL and the facility therein as an additional insured (with no limitations). Exhibitor's Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor.

Certificates of said insurance shall be provided to show management by the exhibitor before the opening of the show. Failure to provide an insurance certificate does not relieve the exhibitor from its insurance obligation. The exhibitor shall be solely liable for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation maintenance, or control of said leased space of exhibit, for negligence or any other liability relating thereto and said exhibitor does hereby indemnify and hold harmless NUL, its agents employees and sponsoring organizations against any and all such claims as may be asserted against it.

CANCELLATION AND REDUCTION OF BOOTH SIZE The exhibitor recognizes NUL will sustain losses in the event the exhibitor fails to provide timely notice of cancellation (by certified mail). The exhibitor agrees upon the following cancellation assessment schedule as considered liquidation damage.

BOOTH CANCELLATION	Assessment (% total Rental Fee)
Up to May 31, 2013	Full Refund
June 1, 2013 – July 1, 2013	25%
After July 1, 2013	100% (No Refund)

Any amounts left unpaid after thirty (30) days from receipt of the invoice may be subject to a service charge of 18% annually compounded on a daily basis. Should a collections agency and/or legal assistance be used by NUL for collection of payments past due, those charges will be the responsibility of Exhibitor.

ASSIGNMENT OF SPACE NUL reserves the right to locate and or relocate any exhibit, at its own discretion, in the best interests of the exposition. Exhibitor will bring no claim against NUL, whatsoever, regarding its or any other Exhibitor's location.

COMPLIANCE Exhibitor agrees to comply with all federal, state, and local laws and ordinances applicable to the space leased and also with such rules and regulations as deemed necessary by the exposition facility and/or show management.

AMERICANS WITH DISABILITIES ACT (ADA) Exhibitors must be in full compliance with the Americans and Disabilities Act.

SUBLETTING SPACE No exhibitor shall assign, sublet, or apportion the whole or part of its allotted space or distribute literature for other products or services not manufactured or exclusively distributed by the contracted Exhibitor.

PAYMENT If payment is not received within the prescribed time limit, the contract is voidable at the option of show management, and the space will be reassigned. Based on

this contract, 100% of exhibit space rental fees are due no later than June 30, 2012. Contracts submitted after June 30, 2012 must include full payment. Any amounts left unpaid after thirty (30) days from receipt of the invoice may be subject to a service charge of 18% annually compounded on a daily basis. Should a collection agency and/or legal assistance be used by NUL for collection of payments past due, those charges will be the responsibility of Exhibitor.

UNIONS The exhibitor hereby agrees to abide by all agreements made among any unions or other labor groups with jurisdiction at the exposition and show management or its agents and the exposition facility.

FOOD, CANDY, BEVERAGES No full size portions of food, snacks, candy or beverages of any kind may be distributed from the booth. Only the official caterer, in show management-designated areas, may distribute food and beverages within the convention complex. Sampling is permitted but must follow the rules of the Pennsylvania Convention Center exclusive caterer.

USE OF OTHER NAMES, PRODUCTS Within its exhibitor space, the exhibitor may not display or advertise equipment, products, or services bearing the name or logo of any company, dealer, or distributor other than that of the exhibitor.

The exhibitor is permitted to promote the dealers and distributors of its manufactured products in signage, display material, literature, etc. as long as such promotion conforms to the display rules and regulations.

MARKETING ACTIVITIES OUTSIDE EXHIBIT SPACE The exhibitor may not extend its marketing activities in any way or at any height level beyond the three-dimensional boundaries of its exhibit space. Displays of any kind, including products, advertising, promotional signs, literature novelties, personal interaction, etc. will not be permitted in other exhibit spaces or public areas such as aisles, entranceways, lounges, approaches, corridors, meeting rooms, or to other areas of the exposition hall or surrounding areas of hotel properties, including parking lots and other outdoor spaces or in hospitality rooms.

SOLICITATION All interviews, demonstrations, solicitations, and other activities must be conducted so as to not infringe on the rights of other exhibitors or offend visitors to the exposition. Exhibitor shall confine all such activities to within its exhibit space and not in the aisles.

NONOFFICIAL CONTRACTORS The exhibitor shall neither contract for nor use any services in connection with its exhibit space at the exposition without prior approval of show management. At least 60 days prior to the opening dates of the exposition, the exhibitor shall supply in writing to show management the names of any persons or organizations (other than those designated as official contractors by show management) whom the exhibitor proposes to perform any services at the exposition. Show management will promptly notify exhibitor of its approval or rejection of such selections.

Nonofficial contracts must abide by all rules of the exposition for exhibitors and nonofficial contractors.

NOISE Representatives operating sound equipment, radios, loudspeakers, or any noise-creating devices shall do so only at a level that will not interfere with other exhibitors and/or attendees. Show management reserves the right to restrict exhibits because of noise, method of operation, creation of safety hazards, or any other reason that will interfere with the best interest of the exposition as a whole.

EXHIBITOR SERVICE MANUAL A complete exhibitor service manual covering services and prices for shipping, warehousing, setting up and dismantling and move-in and move-out days will be sent to each exhibitor. Any additional rules and regulations will be furnished to each exhibitor by show management before the show.

BALLOONS No balloons of any size or type will be permitted for display purposes or giveaways in the exhibit space.

NO SUITCASING POLICY Please note that while all conference registrants are invited to the exposition, any attendee or exhibitor who is observed to be soliciting business in session rooms, public spaces, aisles of the exhibit hall or in another company's booth will be asked to leave immediately. Additional penalties may be applied.

PERFORMANCE LICENSES Exhibitor will be solely responsible for obtaining any necessary licenses for permission to perform, broadcast, transmit or display any copyrighted works (including without limitation, music, audio or video recording, art, etc.) which Exhibitor may use or request to be used at the Convention Center.

USE OF NUL'S LOGO Exhibitors are prohibited from using the NUL logo without prior written approval by NUL.