



Exhibit Space Application and Contract

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Questions? Contact the NRF Foundation at
(202) 626-8130

January 10-13, 2010
(EXPO Dates January 11-12, 2010)
Scheduled for **Jacob Javits Convention Center**
New York, NY

Important Instructions

1. Please print or type information on this Exhibit Space Application and Contract ("Contract").
2. There are two sides of this Contract.
3. Fill in all sections of this Contract *and sign below*.
4. Make checks payable to **National Retail Federation**.
5. *Check Purchases.*
Hand deliver or mail original, signed Contract with payment to:
NRF Foundation, c/o K. Mance
325 7th Street N.W., Suite 1100
Washington, DC 20004
Credit Transaction. Mail original, signed Contract to the above listed address. Alternatively, fax copy of signed Contract including credit card information to (202) 626-8166, or from outside of the U.S. fax the Contract to (877) 553-4758.

A. Company Information

Please complete the information below. This information will be used to send exhibit correspondence.

Check one: National Retail Federation Member National Retail Federation Non-member

Company Name: _____

Street Address: _____ City: _____

State: _____ Zip/Country Code: _____ Country: _____

Telephone: _____ Fax: _____ Toll Free: _____

Web Address: _____

Exhibitor Contact Name: _____ Title: _____

Contact Phone: _____ Fax: _____ Email: _____

Invoice Contact: _____ Telephone: _____ Email: _____

B. Exhibit Space Charge

Exhibit space booth size is 10'x10' = 100 sq. ft. in the NRFF area of the exhibit hall. Each exhibit space booth includes a six foot long table, two chairs, one wastebasket, and decorative pipe and drape backdrop.

The total cost of exhibit space ("Exhibit Space Charge") is \$ _____, computed as follows:

\$3,000.00 for NRF Members

\$3,500.00 for non-NRF Members

C. Contract Terms & Conditions

Before signing, please read the Terms and Conditions, particularly the payment and cancellation provisions on the reverse side which are included in this Contract. Cancellation and Reduction Information can be found on the back of this Contract under the Liquidated Damages heading.

The undersigned agrees to all of the Terms and Conditions of this Contract and certifies that s/he has the authority to bind the Exhibitor/Company whose name is listed above.

Exhibitor's Contact Name (please print) _____

Signature: _____ Date _____

NRF USE ONLY:

Date Rec: _____

Member/Nonmember _____

Booth# _____

Assigned By _____

Date: _____

For mutual consideration, the sufficiency of which is hereby acknowledged, the Exhibitor/Company named on the reverse side of this Contract ("Exhibitor") hereby agrees to make payment to National Retail Federation as stated herein, and National Retail Federation ("NRF") shall permit, subject to the terms herein, Exhibitor to occupy exhibit space at the 99th Annual Convention and Expo sponsored by the NRF ("Conference") scheduled to be held at the Jacob Javits Convention Center in New York, N.Y. for presenting and/or demonstrating products or services. Upon NRF's issuance of written acceptance, this Contract shall become binding upon NRF. This Contract consists of this document as well as NRF's written acceptance and incorporates the applicable *Exhibitor Service Manual*.

Grant of License: NRF hereby grants Exhibitor a sublicense to use exhibit space. This Contract is not a lease, and no leasehold or tenancy is intended to be nor shall be created as a result of this Contract. Exhibitor grants NRF with a non-exclusive, nontransferable, royalty-free license to use and display its name, trademarks, service marks, copyrights and logo for signage and other purposes in furtherance of this Contract. Exhibitor warrants and represents that it has all right, title, and interest or all appropriate permissions to convey this license.

Term and Termination: The Contract term begins as of the date NRF issues an acceptance letter to Exhibitor and continues through January 15, 2010 ("Term"). Exhibitor may terminate this Contract only for material breach of this Contract by NRF with thirty (30) days prior, written notice if such breach is not cured within the thirty-day period. Otherwise, Exhibitor may not terminate this Contract for any reason. NRF may terminate this Contract with or without cause with prior, written notice to Exhibitor and without liability. Termination shall not relieve Exhibitor of any obligations that accrue prior to the effective date of termination. Exhibitor acknowledges and agrees that the promotion of Exhibitor in the program guide and on the website for the Conference may continue after termination of the Contract if termination becomes effective after NRF has published such material. Upon termination, Exhibitor agrees to return to NRF, or to destroy, any electronic versions of any complimentary exhibitor badges, registrant lists, attendee lists and other materials that may be provided by NRF hereunder.

Outstanding Balance: Exhibitor acknowledges and agrees that during the Term it will remain current with and timely pay all amounts owed hereunder as well as any amounts owed to NRF and/or any of NRF's affiliates for any products or services including, but not limited to, membership dues, sponsorship fees, and STORES Magazine advertising. NRF may collect fees including, but not limited to, attorney's fees as well as 1-1/2% interest, or the maximum amount allowed by law, for any amounts that are thirty days past due. In addition to its other available remedies, NRF reserves the right to reassign Exhibitor's exhibit space, refuse Exhibitor access to and participation in the exhibit space, and refuse inclusion in the Conference program guide and website if Exhibitor owes outstanding amounts to NRF and/or any of NRF's affiliates or if Exhibitor breaches any provision of this Contract.

Exhibit Space Charge: The Exhibit Space Charge is \$3,000 for NRF members and \$3,500 for non-members. To be eligible for the member rate, Exhibitors must be members in good standing for the entire Term of this Contract.

Payment Schedule: Exhibitors submitting this Contract at the 2009 NRF 98th Annual Convention and EXPO will have three scheduled payments: 10% of Exhibit Space Charge due with Contract; 45% of the Exhibit Space Charge due on or before April 30, 2009; and the remaining 45% of the Exhibit Space Charge due on or before June 30, 2009. All Exhibitors submitting this Contract after the 2009 NRF 98th Annual Convention and EXPO and before June 30, 2009 will have two scheduled payments: 55% of the Exhibit Space Charge due with this Contract and 45% of the Exhibit Space Charge due on or before June 30, 2009. Any Contract submitted after June 30, 2009 must be accompanied by 100% of the Exhibit Space Charge.

Conference Admission: NRF will provide Exhibitor with one (1) admission pass for one (1) individual to attend all Conference sessions for every 100 square feet contracted by Exhibitor. Additional representatives must register and pay admission to Conference sessions separately.

Exhibit Space Allotment: It is the policy of NRF to deposit all checks and to process credit card orders in partial or full payment of the Exhibit Space Charge upon receipt. The deposit and/or processing of such payments does not legally obligate NRF to provide any specific exhibit space, and NRF shall make reasonable efforts to accommodate a request for exhibit space. If NRF, in Exhibitor's sole discretion, has not provided acceptable exhibit space for Exhibitor in the initial, written exhibit space confirmation letter forwarded to Exhibitor, Exhibitor shall have three (3) business days from the email date or facsimile date of such confirmation to request a change. If NRF is unable to provide acceptable exhibit space within three (3) business days of its receipt of Exhibitor's request, NRF shall refund in full the deposit payment without any liability to Exhibitor.

Reduction of Exhibit Space: Space cannot be reduced.

Cancellation of Exhibit Space: All cancellation requests must be made in writing. Any points awarded to Exhibitor by NRF for advertising, exhibiting, and other activities which provide Exhibitor with priority in the selection of exhibit space location ("Priority Points") will become void and complimentary exhibitor badges and attendee lists and all copies of such items must be returned to NRF upon cancellation of exhibit space.

Lists: If NRF provides Exhibitor with any list(s) of Conference registrants and/or attendees, Exhibitor acknowledges and agrees that such list(s) and its/their contents are proprietary and confidential data owned exclusively by the NRF, and nothing herein shall be construed to transfer such ownership. NRF hereby grants Exhibitor with a limited, revocable, nonexclusive, nontransferable license to use the list(s) one time for the sole purpose of notifying Conference registrants and/or attendees of its participation in the Conference. Any other use of the list(s) by Exhibitor will constitute a breach of this Contract.

Assignment/Sublease: Exhibitor shall not assign its rights or obligations hereunder or sublicense or share the space allotted with another business or firm unless prior approval has been obtained in writing from NRF. Any assignment without the required consent shall be void at NRF's option. This Contract is binding upon all successors and permitted assigns of Exhibitor.

Compliance with Laws, Jacob Javits Convention Center Regulations and Exhibitor Service Manual: Exhibitor represents and warrants that it will adhere to and comply with all existing and/or amended federal, state, city and other local and jurisdictional laws, regulations and rules in effect during the term of this Contract including all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Conference. Exhibitor agrees to comply with all Jacob Javits Convention Center regulations and guidelines as well as the requirements of the *Exhibitor Services Manual* at all times. Additionally, Exhibitor shall be responsible solely for making their exhibit space comply with the Americans with Disabilities Act. Exhibitor agrees to hire Jacob Javits Convention Center labor to perform the following tasks: loading, unloading and moving Exhibitor freight materials and machinery; loading and unloading decorating equipment to and from a marshalling point on the exhibit show floor except for hand-carried materials; crating and recrating and all work involved in the erection and dismantling of exhibits, displays, backgrounds and booths; all work requiring the use of bolts and screws or nail fasteners; tying, hanging or nailing; taping of flags, banners, signs, tile and rug-laying skidding and reskidding and turntables; handling and delivery of furniture, carpeting, modular interlocking booth systems and other contractor-owned and leased equipment; pad wrapping, protection work, ramp protection; and installing draperies including but not limited to wall draperies, table skirting, booth equipment draperies, flag and bunting and party decorations except for "pop-up" booths. Such labor shall be provided on written order at the established rates of the New York Convention Operating Center and such services shall be utilized pursuant to the rules set forth herein and the *Exhibitor Service Manual*. Exhibitor is responsible for all payment for such services. Exhibitor agrees that neither Exhibitor nor any contractor hired by Exhibitor or any vendors supplying goods or services to Exhibitor shall utilize any other labor to perform services described in this section. Contractors are permitted to use their own personnel as managers and supervisors of the labor described above in this section, provided that they have completed a questionnaire and have been approved by the Jacob Javits Convention Center, that they are performing only legitimate managerial tasks, and that the company maintains a reasonable ratio of managers and supervisors to labor. Employees of the Jacob Javits Convention Center, contractors, employees of contractors, Exhibitor and employees of Exhibitor are prohibited from giving to or accepting from anyone, directly or indirectly, any gratuities or anything else for any reason in the Jacob Javits Convention Center or in relation to any work performed in the Jacob Javits Convention Center. In addition, Exhibitor shall not bring into the Jacob Javits Convention Center any explosives, fuel, combustible or hazardous materials, decorative materials that are not fireproof or flameproof, or any materials or substances deemed hazardous by the Fire Department of the City of New York. Exhibitor agrees to comply with the detailed instructions, regulations, and restrictions of the NRF, the Jacob Javits Convention Center, and the *Exhibitor Service Manual* issued by NRF approximately three (3) months before the Conference. The NRF, independent contractors of the NRF, and/or the Jacob Javits Convention Center reserve the right to remove from the premises any person whose conduct is objectionable, disorderly, or disruptive.

Presentation of Exhibit, Space Use, Decorations, Signs, etc.: NRF reserves the right to approve and to reject, at its sole discretion, exhibit presentations and exhibit space use. Any rejected exhibits must be removed immediately upon notice from NRF. Instructions, guidelines, restrictions, and regulations concerning the exhibit presentation, space use, decorations, signs, etc. are set forth herein and in the *Exhibitor Service Manual*. Exhibitor agrees to strictly adhere to them. Some of the listings included in the *Exhibitor Service Manual* are as follows. Exhibits that interfere with the use of other exhibits, impede access to other exhibits, or impede use of the aisle will not be permitted. In addition, exhibit personnel including, but not limited to, demonstrators, receptionists, and models are required to confine their activities within the Exhibitor's exhibit space. Exhibitor's exhibit space staff will be modestly attired to maintain the professional and business climate of the Conference. Sound presentations, slides or movies will be permitted if tuned to conversational level and if not objectionable to neighboring exhibitors. NRF reserves the right to restrict the use of glaring lights or objectionable light effects. Exhibitor will not present exhibits that include any derogatory remarks directed at another exhibitor's products or services. NRF will provide a standard sign to all Exhibitors. Exhibitor must provide all other equipment in conjunction with the exhibit. Exhibitor agrees to drape unfinished side rails, backwalls and logos on the backwall; however, NRF will provide pipe and draping for linear exhibit spaces. Booths that do not comply with regulations detailed in the *Exhibitor Service Manual* may be altered by NRF at Exhibitor's expense. It is Exhibitor's sole responsibility to secure all rights to use any third party article or intellectual property.

Staffing and Occupancy of Exhibit Space: During all the hours that the Conference exhibit hall is open, Exhibitor agrees to have the exhibit space occupied with display materials and at least one representative. In the event that Exhibitor does not fulfill this staffing and display requirement, NRF will immediately terminate this Contract without liability or further obligation to Exhibitor, and Exhibitor will immediately discontinue use of exhibit space.

Registration Badges: Exhibitor's representatives are required to wear a registration badge for proper identification at all times while working in the exhibit space.

Photography: Cameras, digital cameras, and video cameras are not permitted in the Conference exhibit hall without the express consent of an authorized NRF representative.

Age Restrictions: No one under the age of 18 is allowed to be inside of the EXPO hall during the Conference.

Smoking Policy: Smoking is strictly prohibited in the Conference exhibit hall.

Conference Changes: In the event that it becomes necessary for NRF to use an alternate location for the Conference, NRF reserves the right to reallocate booth space at its discretion. NRF may at any time, in its sole discretion, cancel the Conference exhibition or close the Conference exhibition on any day or days and/or vary the announced hours the Conference exhibition is open to visitors without liability. Should NRF cancel the Conference exhibition, it may terminate this Contract immediately and without liability upon providing Exhibitor with notice.

Shipment of Goods: Exhibitor is responsible for the shipment and delivery of all exhibit equipment and materials to the Jacob Javits Convention Center. Shipments should be addressed as stated in the *Exhibitor Service Manual*. NRF IS NOT LIABLE OR RESPONSIBLE FOR ANY INCIDENTS OF LOSS, THEFT, DAMAGE, OR OTHERWISE OF EXHIBITOR'S EQUIPMENT AND MATERIALS BEFORE, DURING, OR AFTER THE CONFERENCE.

Insurance: Exhibitor acknowledges that NRF does not maintain insurance coverage for Exhibitor's property, employees, contractors, agents, and other personnel. For the entire term of this Contract, Exhibitor shall obtain and maintain insurance issued by a company authorized to do business in the State of New York. The minimum coverage required is: Workers Compensation, Statutory amount under New York law; Employer's Liability \$500,000.00 per incident; Comprehensive General Liability (including Blanket Contractual Liability Insurance) (1) Bodily Injury, \$1,000,000.00 for each person, for each occurrence, and \$2,000,000.00 general aggregate, and (2) Property Damage \$500,000.00 each occurrence; Comprehensive Automobile, \$500,000.00 each person, \$1,000,000.00 each occurrence, and \$500,000.00 property damage or \$1,000,000.00 combined single limit. As evidence of said coverage, Exhibitor shall forward to NRF certificates of insurance, upon request, which shall include a provision for a cancellation notice of not less than thirty days. Exhibitor agrees to notify NRF immediately of any material change in or cancellation or non-renewal of the policies. Exhibitor's insurance terms or endorsement will indicate that the insurance carrier shall have no right of recovery or subrogation against NRF in the case of workers' compensation claims. In addition, Exhibitor and its employees, agents, contractors, and other personnel will not subrogate against NRF for theft of, loss of, or damage to Exhibitor's or Exhibitor's contractors' property while in transit to, within, and from the Conference exhibit hall.

Disclaimer; Limitation of Liability: EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, NRF DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE QUALITY AND/OR CONFIGURATION OF THE EXHIBIT SPACE, NRF WEBSTIE, SIGNAGE, PROGRAM BOOK, LISTS, OR SERVICES PROVIDED BY NRF. EXCEPT FOR NRF'S SOLE GROSS NEGLIGENCE AND EXCEPT AS REQUIRED BY LAW, NRF, ITS AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES ARE NOT LIABLE FOR ANY LOSSES OR DAMAGE TO ANY PROPERTY OR INJURIES SUSTAINED BY THE EXHIBITOR OR ITS AFFILIATES, EMPLOYEES, AGENTS, INVITEES, CONTRACTORS OR OTHER PERSONNEL FOR ANY CAUSE WHATSOEVER WHILE IN THE JACOB JAVITS CONVENTION CENTER OR WHILE IN TRANSIT TO OR FROM THE CONFERENCE. IN NO EVENT SHALL EITHER PARTY OR ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, ASSIGNEES, OR SUCCESSORS BE LIABLE FOR THE PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF THE BASIS OF THE CLAIM AND WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Liquidated Damages: Reduction of Exhibit Space- Reductions in exhibit space size are not permitted. **Cancellation of Exhibit Space-** Cancellation of the exhibit space constitutes material breach of this Contract and such request must be made in writing. In such event, a fee for cancellation will be due and payable (or retained if previously paid) with notice of cancellation regardless of whether the exhibit space is resold ("Cancellation Fee"). Requests to cancel this Contract received on or before April 30, 2009 will be accepted only with payment to NRF of a cancellation fee equal to ten (10) percent of the Exhibit Space Charge regardless of whether the space is resold. For requests to cancel received after April 30, 2009 and on or before June 30, 2009, the Cancellation Fee is fifty (50) percent of the Exhibit Space Charge. For cancellation after June 30, 2009, the Cancellation Fee is 100% of the Exhibit Space Charge. The parties acknowledge and agree that cancellation of exhibit space by Exhibitor will result in substantial harm and hardship to NRF that is difficult to ascertain at the time that the parties enter into this Contract. Therefore, the parties agree that any Cancellation Fee constitutes liquidated damages and not penalties and that these amounts are a fair and reasonable provision for NRF's damages in the event of exhibit space cancellation by Exhibitor regardless of whether the exhibit space is resold. NRF does not waive any of its available remedies. Acceptance of cancellation request is only effective if accepted in writing by NRF.

Indemnification: Exhibitor shall indemnify, hold harmless and defend NRF, its board of directors, officers, agents, employees, subsidiaries, affiliates, assignees, and successors ("Indemnitites") from all losses, claims, liabilities, damages, actions, expenses and judgments recovered from or asserted against Indemnitites or any one of them including, without limitation, attorneys' fees and litigation and arbitration expenses for: (1) any bodily injury to or death of any persons resulting from acts or omissions of Exhibitor, its employees, contractors, or agents; (2) any loss of, through theft or otherwise, or damage to property resulting from acts or omissions of Exhibitor, its employees, contractors or agents; (3) NRF's use of patented, trademarked or copyrighted materials, equipment, devices or processes furnished by Exhibitor; (4) any infringement of third party intellectual property rights by Exhibitor or its employees, agents, representatives, contractors or personnel in connection with the Conference or the Exhibitor's use of exhibit space; and/or (5) Exhibitor's breach of this Contract. Such indemnification shall not be effective to the extent that damage or injury results from the sole gross negligence of the Indemnitites.

Survival: The following provisions shall survive the term of this Contract: Term and Termination, Outstanding Balance, Cancellation of Exhibit Space, Lists, Assignment/Sublease, Compliance with Laws, Conference Changes, Shipment of Goods, Disclaimer, Limitation of Liability, Liquidated Damages, Indemnification, Survival, and Miscellaneous.

Miscellaneous: No Joint Venture. Exhibitor and NRF are contractors independent of one another, and nothing in this Contract shall be construed to create partnership, joint venture, agency relationship or other joint enterprise between them. Neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. **Severability.** Should any provision of this Contract be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted. **Notices.** Any notices or other communications under this Contract shall be deemed properly served when sent postage prepaid by registered or certified mail, return receipt requested, as set forth on the first page hereof. Notices to NRF should be addressed to V.P. Conferences and Assistant General Counsel, and notices to Exhibitor will be addressed to the Contract signatory using the contact information provided herein. Notwithstanding the foregoing, payments by check and other routine communications may be sent by regular mail or delivered in person. **Waiver of Breach.** No failure by either party to take action on account of any breach by the other shall constitute a waiver of any breach or of the performance by the other. **Disputes.** Any and all disputes arising in connection with the terms and conditions of this Contract or payment for services performed under this Contract shall be submitted first to the senior officer of each party for informal resolution. The validity, interpretation, and performance of this Contract shall be governed by the laws of the District of Columbia without regard to conflict of laws principles. All disputes which arise in connection with or are related to this Contract shall be resolved, if not sooner settled, in Washington D.C., and Exhibitor agrees to submit to the personal jurisdiction of the federal and state/local courts of Washington D.C. **Entire Agreement.** This Contract and the corresponding NRF acceptance letter incorporated herein by reference constitute the entire agreement between Exhibitor and NRF. Any amendment to this Contract must be in writing and signed by both parties. However, NRF shall have the authority to enforce, interpret and amend the regulations set forth in this Contract and in the *Exhibitor Service Manual* and to make additional rules and regulations, which in its discretion shall be necessary for and in the best interest of the Conference. **Force Majeure.** NRF shall not be liable for failure to perform any or all obligations hereunder due to force majeure event(s) beyond the reasonable control of the parties, including, but not limited to, acts of war, threats or acts of terrorism, acts of government, strike, fire, unavailability of transportation, unavailability of facilities/Convention Center, riot or sabotage which makes it impossible, commercially impracticable or illegal to hold the Conference. **Order of Precedence.** If there are any terms the *Exhibitor Service Manual* that conflict with the terms herein, the provision of these Contract Terms and Conditions shall supersede and have precedence.



Exhibit Space Application and Contract

Payment Method

Check Enclosed for \$ _____ Check# _____

Charge \$ _____ to my AMEX MC VISA Discover Diners

Credit Card # _____ Exp. Date ____/____/____

Name on Card: _____

Credit Card Address: _____

Signature (required): _____
