# NATIONAL ASSOCIATION OF REALTORS® LEGISLATIVE MEETINGS & TRADE EXPO

# **Consultation Suites**

Expand your booth space and showcase your products and services in a private room right on the Expo Floor!

Deadline: March 22, 2021

A limited number of 12' x 12' Consultation Suites are available on a rental basis for companies interested in private meetings or demonstrations for clients. Consultation suites are located on the Expo Floor and will be available for use **during show hours ONLY** on Wednesday and Thursday.

NAR reserves the right to decline applications for consultation suites if, in the sole discretion of NAR, it is determined that such conference room assignments would create a conflict with the purpose of the **REALTORS® Legislative**Meetings & Trade Expo. Consultation suites will be treated as booth space and must abide by many of the same rules & regulations. Participants / Exhibitors cannot charge an admission fee to attendees.

## Consultation Suite Rental for the duration of the show (choose one):

**□ \$4,350** (Standard Rate)

□ \$3,850 (Discount Rate for companies currently exhibiting at the 2021 Trade Expo)

### Each Consultation Suite includes the following:

- > 12' x 12' hardwall conference room with lockable door
- One (1) standard electrical outlet
- ➤ One (1) 22" x 28" sign with company name and logo (send logo to kneuharth@heiexpo.com)
- ➤ Listing on the REALTORS® Legislative Meetings & Trade Expo website
- Listing in the official *Program & Expo Guide* included with general exhibitor listings (*Note: to be eligible, we must receive your order form / payment by the March 22nd deadline*).
- > Four (4) exhibitor badges
- > All exhibitor privileges and accessibility to vendors
- > One (1) Table, four (4) chairs and a wastebasket (NOTE: additional / custom furniture, catering, Internet, etc. must be ordered through the online exhibitor service manual.)

Company Name:	
Address (No. P.O. Boxes, please):	
City/State/Zip	
Contact Name:	Contact Signature:
Telephone:	Fax:
Email:	Website:
PAYMENT METHOD: FULL PAYMENT DUE WITH ORDER	
☐ Check (make check payable to: NAR Expo)	TOTAL Order:
☐ Credit Card (Check here to have invoice sent with online credit card payment information.)	

# Remit signed form with payment to:

Fred Champagne

NAR Expo c/o Hall-Erickson, Inc. 98 E. Chicago Avenue, Suite 201

Westmont, IL 60559 Phone: 800.752.6312 Fax: 630.434.1216

E-mail: nar@heiexpo.com

For Show Management Only:	
Accepted By:	
Date Received:	
Suite Assignment:	
Total Rental:	
Amount Received:	

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 printed in the official program of the Exhibition to be prepared in advance by NAR

- 1. APPLICATION AND ELIGIBILITY. The application for CONSULTATION SUITE space at the Exhibition must (i) be made 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 demonstrated are not applicable to the real estate business, are inconsistent with the stated purposes of NAR or the interest 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. SUITE SIZE. CONSULTATION SUITES will be configured and sold as a 12'x 12' space.
- 3. ASSIGNMENT OF CONSULTATION SUITE 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.) CONSULTATION SUITE assignments will be made as soon as possible after receipt of a properly completed Contract and payment in full, and will be acknowledged by NAR not later than 21 days thereafter.

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

  C.) NAR reserves the right to take into consideration the Exhibitor's prior participation in NAR's Legislative Meetings & Trade Exhibitions when assigning CONSULTATION SUITE space.

  D.) 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. EXHIBIT SPACE FLOOR PLAN. Every effort will be made by NAR to maintain the general configuration of the floor plan the Exhibition. However, NAR reserves the right to modify the plan if necessary, as determined solely by NAR. NAR will pro written notice to any Exhibitor whose CONSULTATION SUITE space is affected by any change in floor plan.
- CONSULTATION SUITE PRICE. The price for space will be \$4,350 for 12'x 12'. Applicants who are also current exhibitors will receive a discount price: \$3,850 for 12'x 12'.
- 6. EXHIBIT STAFF REGISTRATION & HOUSING INFORMATION: Children under 16 years of age are not allowed on the exhibit floor unless accompanied by a guardian/parent. This rule applies to ALL attendees, guests, and Exhibitors. For reservations made prior to April 2, 2021: Registration of four representatives per 100 square feet of booth space purchas will be complimentary. There will be a \$10.00 charge for the registration of each additional booth representative that exceeds the 4 complimentary allotment. For reservations made on or after April 2, 2021, a \$10.00 service fee will be due for the registration of each representative of Exhibitor. Replacement badges will cost \$10.00 each.

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 persentatives admission to Exhibition hall only. Badges must be worn at all times in order to enter the Exhibition fall 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 CONSULTATION SUITE space will be assigned or guaranteed until the Corporation has received it total fee, along with the signed contract. Only those Exhibitors with a fully executed Contract and having made full payment by March 24, 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
- 8. EXHIBITOR REPUDIATION. In the event Exhibitor notifies NAR of Exhibitor's intent to repudiate this Contract after full execution hereof, NAR will be entitled to retain the full CONSULTATION SUITE price as liquidated damages and not as pen Upon receipt of notice of Exhibitor's repudiation, NAR will be entitled to resell or reassign the Exhibitor's CONSULTATION SUITE space. In the event that Exhibitor notifies NAR of Exhibitor's intent to decrease the total mount of space represented the signed Contract prior to March 24, 2021, NAR be entitled to retain fifty percent (50%) of the cancelled CONSULTATION SUITE cost as liquidated damages and not as a penalty. No refunds will be made for changes or cancellations made after March 24, 2021.
- 9. FORCE MAJEURE; CANCELLATION. Neither party will be deemed in default or otherwise liable for failing to perform its duties and obligations under this Contract if such party's inability to perform is caused by circumstances beyond the reasonable control of such party, including, without limitation, natural and other disasters or like Acts of God, failure of telecommunications facilities, curtailment of transportation, labor disputes, civil disturbance, war, terrorism, health threats to the general public, travel advisories issued by the U.S. Department of State, the Federal Centers for Disease Control and Prevention, or World Health Organization, or other government action (seah a "Force Majeure Event"). "Terrorism" for purposes of this section will include but not be limited to actual acts of terrorism as well as governmental warnings of potential terrorist activity or other comparable events.

Moreover, NAR may immediately terminate this Contract if NAR believes, in good faith, that the Force Majeure Event will have a material adverse impact on the Exhibition or presents a high level of danger to its attendees (e.g., that the Department of Homeland Security has issued an Imminent Threat Alert). In the event of early termination due to a Force Majeure Event, NAR, at NAR's election, will either (i) refund any deposit paid through the date of termination by Exhibitor, or (ii) credit any deposit paid through the date of termination to a future conference or exhibition that Exhibitor will attend in the following calendar year, in each case 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.

Additionally, NAR reserves the absolute right to immediately terminate this Contract 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) inconsistent with the description of products identified on the front of the application; or (d) 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 Exhibitior, NAR reserves the absolute right to terminate this Contract immediately. Misuse of NAR's trademark or other intellectual property rights by Exhibitor will be an 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, elses 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 un yillegal 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 boot haspec or other damages arising out of such termination.

- 10. INSTALLATION OF EXHIBITS. The Exhibition hall will become available for display set-up on Monday, May 10, from 8:00 a.m. 5:00 p.m., Tuesday, May 11, from 8:00 a.m. 5:00 p.m., and Last In-First-Out (LIFO) booths on Wednesday, May 12, from 8:00 a.m. 9:00 a.m. Full maintenance and installation crews will be on duty.
- 11. DISMANTLING AND REMOVAL OF EXHIBITS. Exhibitor will remove its products and belongings from CONSULTATION SUITE space only between 6:00 p.m. and 10:00 p.m. on Thursday, May 13, and between 8:00 a.m. and 5:00 p.m. on Friday, May 14. All Exhibitor displays or materials left in the hall after 5:00 p.m. on Friday, May 14 will be packed and shipped at the discretion of the show management to be identified by NAR ("Show Management") and all appliciase service charges will be applied to the Exhibitor of record. IN NO CASE WILL DISMANTLING BE ALLOWED BEFORE 6:00 p.m., THURSDAY, May 2021. CONSULTATION SUITES must be staffed during all Exhibition of nors and Exhibitor will not be permitted to dismantle begin to dismantle prior to the end of the Exhibition on Thursday, May 13, 2021 at 6:00 p.m. if Exhibitor violates this regulation it may lose priority points for future booth assignments or may be denied booth space in future trade exhibitions.
- 12. BOOTH, FURNISHINGS, EQUIPMENT, AND SERVICE. NAR will provide a uniform style exhibit suite 12'x 12' fabric panels, 22"x28" sign with company name or logo, installation and dismantle labor, one standard electrical outlet, one table
- 13. ADDITIONAL EXHIBITOR SERVICES. Additional services, including, without limitation, display rental, additional decorating, furniture rental, cleaning, photography, floral, electrical, television, audiovisual service, drayage information a 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 identifie 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. The terms of this Section 14 will survive the expiration or earlier termination of this Contract.

- 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 Contract 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 of 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, Exhibit 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.
- 17. FIRE REGULATIONS: SPECIAL REQUIREMENTS: Smoking is prohibited at all times in all areas of the Marriott Wa
- Park Hotel.

  Exhibitors must adhere to all Exhibitor Policies outlined below:

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  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, 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 Marriott Wardman Park 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 the right to select specific make and model. See paragraph 27 Vehicle Display for MAR 90 days prior to move-in. NAR the right to select specific make and model. See paragraph 27 Vehicle Display for Once a vehicle is positioned, it cannot be moved until move-out begins, without prior approval of the Hotel's Fire Safety Manager or Designee. Any fuel-powered vehicle on static display can contain no more than 1/8th tank of rule. The gas cap must be locked or sealed by tape; batteries must be disconnected. One key to the vehicle must remain in the booth at all times. Vehicles may not be started, run, or moved during event hours.

  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.

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  18. SOUND/MUSIC/LICENSING. 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. 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 insure 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 Wardman Park Hotel and the Official Contractor (collectively, the "Indemnitees") from any and all liability, loss, damage, claim, cause of action, cost or expense including, without instation, 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 CONSULTATION SUITE 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 aliste, 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) years. Non-exhibitions 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 CONSULTATION SUITE space not occupied at the Marriott Wardman Park Hotel by 5:00 p.m., Tuesday, May 11, 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 5:00 p.m., Tuesday, May 11, 2021, may be cau for denial of exhibit space in future trade exhibitions. Upon any such cancellation, NAR will retain any deposits previously may be caused to the control of the con
- 24. SUBLETTING CONSULTATION SUITE SPACE AND ARTICLES OF EXHIBIT. Exhibitor may not assign, sublet, or apportion all or any part of its contracted CONSULTATION SUITE space, nor may Exhibitor cause or permit the advertisement, display, promotion, sales or marketing of products or services in its CONSULTATION SUITE 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 CONSULTATION SUITE only with NAR's prior written permission, which will not be given without at least eight weeks' prior written notice to NAR of such change.
- 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 CONSULTATION SUITE. The terms of this section will survive the expiration or earlier termination of this Contract. See also Paragraph 28 hereof concerning registered trademarks owned by NAR.
- 26. PROMOTIONS, MODELS, LITERATURE AND PROMOTIONAL ITEMS DISTRIBUTION. Uniformed attendants, costum 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 billiboard advertisement, that extends outside of Exhibitor's rented booth space must be covered. Any and all distribution of literature of other promotional items must be made from the Exhibitor's rented booth space and no distribution is to be made to the individence of the 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. VEHICLE DISPLAY. The official motor vehicle manufacturer of NAR, FCA US LLC and FCA US LLC, is the only motor vehicle manufacturer authorized to market their vehicles on the floor of the Exhibition. NAR recommends that if Exhibitor is using a vehicle to demonstrate or market the Exhibitor's products (for example a mobile workstation or branding message on a vehicle wrap), Exhibitor use a FCA US LLC vehicle for the demonstration. If a vehicle other than a FCA US LLC vehicle is used, in addition to the requirements of Section 17 hereof, no reference to the vehicle's make or model is allowed in any signage or marketing collateral on the Exhibition floor. NAR reserves the right to take whatever steps may be required in order to prevent any unauthorized marketing of motor vehicles by Exhibitor.
- 28. 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, either in written or cral 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 not case any use or most that the process of the NAR Marks upon request by NAR. This Section will survive expiration or termination of this Contract.
- 29. FUNCTION SPACE. Exhibitor agrees the Marriott Wardman Park Hotel WILL NOT provide and Exhibitor WILL NOT seek space from the Marriott Wardman Park Hotel 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 hostilativ proms 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 312/329-8324. All requests must be received prior to March 26, 2021.
- 30. 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 or al. 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. The terms of this section will survive the expiration or earlier termination of this Contract.
- 31. 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 the proper conduct of the Exhibition, with the provision that Exhibitor will be advised in writing of such change.
- 32. 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. The terms of this section will survive the expiration or earlier termination of this Contract.
- 33. 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. The terms of this section will survive the expiration or earlier termination of this Contract.
- 34. 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
- 35. 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.