# MIDI Showcase / Membership Application

JANUARY 23-25, 2025 • ANAHEIM CONVENTION CENTER • ANAHEIM, CALIFORNIA

## EXHIBITOR INFORMATION

(Must be completed—For internal NAMM use only.)

**LEGAL Registered Company Name or DBA**:_____
(If name has changed, please provide government-issued document.)

Address:_____ ❑ Check box if this is a new address

City, State, Zip, Country/Region:_____

Phone #:_____ Fax: _____

Email:_____ Website: _____

## MIDI SHOWCASE BOOTH PACKAGES

**Turnkey, cost-effective options for highlighting your key products.**

❑ **Current NAMM member** OR

❑ **New Exhibitor (not a current NAMM member)**
A non-refundable annual membership fee is due and payable at the time of application (see payment information below).

All new applicants must provide the following information. Additional documentation may be required.

- **Legal documents confirming your company name**
- **Literature describing the products you intend to display**

❑ Distributor
❑ Importer/Exporter
❑ Publisher
❑ Manufacturer Selling to Consumer
❑ Manufacturer Selling to Distributor
❑ Manufacturer Selling to Manufacturer
❑ Manufacturer Selling to Retailer

Year Established:_____

Total # of Employees:_____

### ❑ 5' x 10' BOOTH PACKAGE

**$2,400**

*Includes:*

- **5' x 10' booth space (50 sq. ft.)**
- **Black drape (8' H back and 3' H side)**
- **Gray carpet (50 sq. ft.)**
- **Electric outlet (5 AMP to include plug-in strip with 5 outlets)**
- **Booth ID sign (44" W x 7" H)**
- **Complimentary material handling (500 lbs.)**
- **8 badges**
- **Basic Brand Page on NAMM Show+**
- **Brand listing**

### ❑ 10' X 10' BOOTH PACKAGE

**$4,400**

*Includes:*

- **10' x 10' booth space (100 sq. ft.)**
- **Black drape (8' H back and 3' H side)**
- **Gray carpet (100 sq. ft.)**
- **Electric outlet (5 AMP to include plug-in strip with 5 outlets)**
- **Booth ID sign (44" W x 7" H)**
- **Complimentary material handling (1,000 lbs.)**
- **14 badges**
- **Basic Brand Page on NAMM Show+**
- **Brand listing**

## PAYMENT INFORMATION

**Membership Dues: $300 annually for Manufacturers and Suppliers of Musical Instruments and Sound Products/Components, Distributors, Import/Export and Publishers.**
**All others $600 annually.** To be considered in the initial assignment of space, your Space Application/Contract must be received on or before June 19, 2024, accompanied by the required deposit. If your membership expires on or before January 23, 2025, your annual membership dues will be charged to the credit card provided unless otherwise instructed.
**Application will not be processed until page 2 is completed and signed.**

**Check, Wire, ACH or Credit Card**

❑ **FULL PAYMENT**
100% w/ application

❑ **SPLIT PAYMENT**
50% w/ application
50% due 10/10/24

**Full Payment/Split Payment:**
Can be paid by check, wire, ACH or credit card online at **www.namm.org/pay-online** or by contacting NAMM at 760-304-5829.

**By signing this contract, you authorize NAMM to process credit card payments as outlined in your selected payment plan.**

**Final payment is due October 10, 2024.** Exhibit fees not paid by October 10, 2024 may subject your application to cancellation without refund.

## SPONSORSHIP OPPORTUNITIES

**À la carte:**

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| ❑ Online Enhanced Listing: | $90 |
| ❑ Floor Graphic: | $630 |
| ❑ Logo on NAMM Show+ App & Locator Boards: | $800 |
| ❑ Small Display Case: | $1,350 |
| ❑ Large Display Case: | $3,350 |

**Fees Worksheet**

| | |
|---|---|
| Booth Space | _____ |
| Membership | _____ |
| Sponsorship | _____ |
| **Total** | _____ |

## PAYMENT:

Payments are accepted by check, wire, ACH or credit card.

**Visit www.namm.org/my-account** or contact us at 760-304-5829 to review payment options and submit credit card payments.

**MAIL CHECKS TO:**
NAMM
5790 Armada Drive
Carlsbad, CA 92008

## IMPORTANT DATES

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| **Priority Assignment Deadline:** | June 19, 2024 |
| **Booth Confirmations & Show Map Release:** | Sept. 18, 2024 |
| **Final Payment Deadline:** | Oct. 10, 2024 |
| **Directory Deadline:** | Nov. 2, 2024 |

** Dates are subject to change.*

# MIDI Showcase / Membership Application

## CONTACT INFORMATION

(Must be completed—For internal NAMM use only. All trade show information will be sent to this address.)

Trade Show Contact: _____ Title: _____

Mailing Address: _____

City, State, Zip, Country: _____

Phone #: _____ Fax: _____ Email: _____

Show Site Emergency Contact: _____ Mobile: _____

## EXHIBITOR LIST INFORMATION

❑ **Same as 2024 NAMM Show** ❑ **Include Enhanced Brand Page on NAMM Show+ for $90**

Company Name: _____ Alphabetize under letter (Exhibitor List only): _____
(Name to be also used for trade show badges and exhibit signage. Must be legal name or established "dba.")

Address: _____

City, State, Zip, Country: _____

Phone # (optional): _____ Fax (optional): _____ Toll-free (optional): _____

Email (optional): _____ Website (optional): _____

## MEMBER SEGMENT

Please check all that apply:

❑ **Fretted Instruments**
❑ **Pro Audio & Lighting**
❑ **Electronic/Recording Products**
❑ **Pianos & Organs**
❑ **Percussion**
❑ **Band & Orchestra & General School Music**
❑ **Printed & Digital Music**

## BRAND NAMES

Please do not include product descriptions; limited to 20 brands.

❑ **Same as 2024**

All companies/brands whose products are shown in your exhibit must be current NAMM members.

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## EXHIBITOR IDENTIFICATION

By signing below, the signer certifies that they have the authority to sign the contract and bind the company listed to the NAMM Show Terms and Conditions and Rules and Regulations.

❑ **I have read and understand the Terms and Conditions listed on pages 4 – 7.**

Legal Company Name or DBA: _____

Name: _____ Title: _____

Authorized Signature: _____

**Signature is required to bind contract. You are authorizing NAMM to communicate with your company by mail, email, phone and fax.** If you don't receive confirmation, please re-submit contract by email to **tradeshowsales@namm.org**.

**Return completed application to NAMM by e-mail, mail or fax. Keep a copy for your records.**
5790 Armada Drive • Carlsbad, CA 92008 • Ph: (760) 438-8001 • (800) 767-NAMM (6266) • Fax: (760) 438-7327 • tradeshowsales@namm.org

## TERMS AND CONDITIONS

**Read Entire Contract Carefully**

View the exhibitor booth regulations and guidelines online at **www.namm.org**.

All Exhibitors and their representatives participating in **The NAMM Show** over the dates of **January 23-25, 2025** are required to comply with and abide by the terms and conditions ("Terms and Conditions") stated in this Exhibit Space Application/Contract ("Contract"), as well as the rules and regulations ("Rules and Regulations") and the exhibitor booth regulations and guidelines as outlined in the exhibitor resources page of the website which are fully incorporated by reference herein, and can be accessed online at www.namm.org.

In consideration of the promises and the mutual covenants contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Exhibitor agrees as follows:

**DEFINED TERMS:** The term "Event" means **The 2025 NAMM Show**, currently scheduled to be held **January 23-25, 2025** (the "Event Dates") at the **Anaheim Convention Center**, **Anaheim**, **CA**. The Event is owned, produced, sponsored and managed by the National Association of Music Merchants, Inc. (d.b.a. NAMM), located at 5790 Armada Drive, Carlsbad, CA 92008. The term "NAMM" means NAMM, and its officers, directors, employees, agents, affiliates, representatives, successors and assigns, unless the context requires otherwise. "Exhibitor" means, severally and jointly, (i) the company/s that applied for and/or was granted exhibit space, individually or shared, ("Exhibit Space") at the Event and agreed to enter into this Contract upon acceptance by NAMM in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. NAMM and Exhibitor are collectively referred to in this Contract as the "Parties" and "Party" in the singular. The term "Exhibition Facility" or "Exhibition Facilities" means the exhibition/convention venue/s where the Event will be held, including but not limited to the **Anaheim Convention Center** and any other venues used for the Event.

**RULES AND REGULATIONS/EXHIBITOR BOOTH REGULATIONS AND GUIDELINES AS OUTLINED IN THE EXHIBITOR RESOURCES PAGE OF THE WEBSITE.** Please read **The NAMM Show**- Event Rules and Regulations (the "Rules and Regulations"), the rules and regulations of the Exhibition Facility and the Exhibitor Resources page posted online at www.namm.org, which set forth important terms, including but not limited to, the use of the Exhibit Space, Exhibitor's conduct, particularly sound control regulations, liability provisions, use of Intellectual Property, a covenant not to sue NAMM, an agreement to indemnify NAMM, and other rules and regulations related to the Exhibit Space and the Event. In addition to the Rules and Regulations posted online at www.namm.org, the Exhibitor Resources page includes additional information integral to participation at the Event, including but not limited to: official contractor order forms, registration, shipping delivery and storage of shipments, freight handling (drayage), utilities, electrical and building services/regulations, exhibitor display rules, installation/dismantle Exhibit Space labor to be supplied by NAMM's official contractors; and move-in/move-out schedule, official Event schedule and hours of operation, rental of furniture, additional services and other Event information necessary to aid Exhibitors.

**QUALIFICATIONS OF EXHIBITOR:** All Exhibitors must be current Commercial, Affiliate Commercial, or Service Provider Members of NAMM as of the date this Exhibit Space Application/Contract is submitted for consideration and throughout the Event Dates. * Certain exceptions to these qualifications may be made by the Association in its sole and absolute discretion. Exhibitor agrees to be bound by NAMM's bylaws. NAMM, in its sole discretion, will determine whether a prospective Exhibitor is eligible to participate in the Event. Eligibility is generally limited to companies, firms or entities actively and legitimately engaged in the business of manufacturing, distributing or selling at wholesale merchandise, materials, services or supplies in the music products industry. Members and/or Exhibitors whose products or services involve used musical products (as opposed to the restoration of musical products to the value of similar new products) or entail the mere refurbishment of used products are not eligible to exhibit in the Event. Dues for Commercial and Affiliate Commercial Members are $300 annually. Service Provider Member dues are $600 annually.

Upon Exhibitor's submission of this Exhibit Space Application/Contract and the requisite Exhibit Space Cost deposit for Exhibit Space to NAMM, Exhibitor may not withdraw or cancel this Exhibit Space Application/Contract or reduce the amount of exhibit Space requested herein. Offers made by NAMM as to location of Exhibit Space are based on current policy and not a location guarantee. The actual amount and location of the Exhibit Space assigned to Exhibitor will be determined by NAMM, at its sole and absolute discretion, based on information provided in this Contract and applying the Exhibit Space Assignment procedures described in this Contract and on NAMM's Web site. If Exhibitor objects to the assigned Exhibit Space, Exhibitor must contact NAMM's authorized representative within 15 days of the date of NAMM's acceptance of this Contract via confirmation letter. Upon such notification NAMM will attempt, in good faith, to resolve Exhibitor's objection. However, this Exhibit Space Contract will be effective on the date of acceptance by NAMM via confirmation letter, any objection to Exhibit Space assignment notwithstanding.

**CONTRACT ACCEPTANCE/EFFECTIVE DATE OF CONTRACT:** NAMM intends to assign Exhibit Space in the manner most conducive to the essential purposes of the Event: to further the dissemination of information and ideas between buyers and sellers; to promote the music industry as a whole; to stimulate growth, fair and honest competition and excitement in the music industry; and to foster and encourage communication and a collegial attitude among members. This Exhibit Space Application/Contract will be deemed an application for Exhibit Space until it is expressly accepted by NAMM as stated herein. NAMM's depositing of Exhibitor's Exhibit Space Application/Contract Cost deposit payment does not constitute acceptance of this Contract or guarantee a right to exhibit in the Event. NAMM reserves the right to reject any and all proposed Exhibit Space Application/Contract for any reason or for no reason. This Contract will only become binding and effective when (i) Exhibitor has signed this Exhibit Space Application/Contract, (ii) all Exhibit Space Cost payments are made as required herein, and (iii) NAMM's duly authorized representative expressly accepts this Exhibit Space Application/Contract on behalf of NAMM by sending to Exhibitor an official confirmation letter by email, fax or mail. The effective date of acceptance shall be the date of such official confirmation letter. Upon NAMM's acceptance of this Contract Exhibitor will be responsible for full payment of all Exhibit Space Costs for the assigned Exhibit Space, subject to the provisions of the Rules and Regulations regarding Exhibit Space reductions, downsizing and/or cancellation. If acceptance is not granted by NAMM your Exhibit Space Application/Contract Cost deposit payment will be returned in full.

Upon effectiveness, Exhibitor agrees to use the assigned Exhibit Space in accordance with the Rules and Regulations and to pay all required Exhibit Space Costs by the deadlines specified herein. Further, NAMM reserves the right, at its sole discretion, to add, alter, downsize, delete or modify (i) Exhibitor's Exhibit Space, (ii) Event's exhibition space floor plan at any time, and/or (iii) to move an Exhibitor to another Exhibit Space location prior to or during the Event, without prior notice.

**PRODUCTS & SERVICES DISPLAYED:** All Companies who manufacture musical instruments/products which are being exhibited/displayed at **The NAMM Show** (whether displayed/exhibited by themselves or by their distributors, agents or contracted representatives) must be current members of NAMM. Exhibitors may display or exhibit only products and services comprised of materials, equipment, technology, apparatus, systems and other component products or services relevant to the music and music products industry/s or field/s or as otherwise permitted at NAMM's sole discretion. Products displayed by Exhibitors shall promote the Event's purpose and shall not be in violation of any applicable law, including Lacey Act, offensive to or disparaging of Event attendees, other Exhibitors or Members or their products.

NAMM reserves the right to require an Exhibitor to submit, with the Exhibit Space Application/Contract, a comprehensive description of the nature of its business and/or photographs, samples or drawings of the product(s) or services Exhibitor intends to exhibit, display, advertise or promote at the Event. NAMM may, at its sole discretion, prohibit an Exhibitor from exhibiting/displaying any products or services that are not consistent with the purposes set forth in this Contract. NAMM reserves the right of final approval as to which products Exhibitors are allowed to display or distribute within their Exhibit Space. NAMM reserves the right to require immediate removal of an Exhibit or its contents, if such products or services materially vary from the description, photographs, samples or drawings submitted by Exhibitor. Further, misrepresentation of Exhibit Space eligibility is grounds for revocation of NAMM membership and Exhibitor's right to participate in the Event without notice or hearing.

**EXHIBIT SPACE COST AND PAYMENT: Space rental $40.65 per sq. ft.** Standard booth size is 10 feet x 10 feet (3.05m x 3.05m). Exhibitor shall pay NAMM the Exhibit Space Cost as set forth in the Exhibit Space Application/Contract for the Exhibit Space licensed under this Exhibit Space Application/Contract by **October 10, 2024**.

**Exhibitor Payment**. Exhibitor agrees to pay the Exhibit Space Cost and any applicable Membership dues as required herein upon submission of the Exhibit Space Application/Contract to NAMM by means of cash, money order, company check, cashier's check, certified check (U.S. funds drawn on a U.S. bank), wire transfer, VISA, MasterCard or American Express. Exhibit Space Costs not paid by the due date set forth below are subject to a two percent (2%) per month service charge and/or cancellation by NAMM.

**Initial payment**: All Exhibit Space Applications/Contracts submitted to NAMM for consideration must be accompanied by the deposit amount determined by their selected payment option. No Exhibit Space Application/Contract will be considered or accepted without an initial deposit payment. For inclusion in the priority booth assignment, all payments up to fifty percent (50%) of the total Exhibit Space Cost must be received by the **June 19, 2024** deadline.

**Final payment**: Any outstanding balance due must be received on or before **October 10, 2024**. (If balance is not received by this date, Exhibitor will be considered in material breach of this Contract and no return of Exhibit Space Cost will be made.) All Contracts submitted to NAMM for consideration after **October 10, 2024** must be accompanied with a one hundred percent (100%) payment of total Exhibit Space Cost. **ANY CONTRACT SUBMITTED WITHIN 30 DAYS OF THE EVENT MUST BE SUBMITTED WITH FULL PAYMENT BY CREDIT CARD OR BANK WIRE TRANSFER.** No checks will be accepted.

## TERMS AND CONDITIONS (continued)

**EXHIBIT SPACE CANCELLATION FEES:** Cancellation Fees will apply as follows:

**A.** If notification of cancellation of Exhibit Space is received before **June 19, 2024**; Exhibitor will be refunded all payments minus a cancellation fee equal to twenty-five percent (25%) of the total Exhibit Space Cost.

**B.** If notification of cancellation of all Exhibit Space is received between **June 20, 2024** through **October 9, 2024**, Exhibitor will be refunded all payments minus a cancellation fee equal to fifty percent (50%) of the total Exhibit Space Cost.

**C.** If notification of cancellation of Exhibit Space is received on or after **October 10, 2024**, no refund will be made and Exhibitor will be liable for one hundred percent (100%) of the Exhibit Space Cost, even if such Exhibit Space is resold.

Any Exhibit Space Cost not paid in full by **October 10, 2024**, may be cancelled by NAMM upon written notice to Exhibitor. In such event, NAMM will retain any Exhibit Space Cost payments received to that date from Exhibitor, and Exhibitor will remain responsible for the payment of the full Exhibit Space Cost for the assigned Exhibit Space. NAMM may license such cancelled space to another Exhibitor at its own discretion. NAMM reserves the right, at its sole discretion, to apply any or all payments made for the Event to any outstanding payments due to NAMM. No refund will be made until 15 days after the last day of the Event.

Because the payment due dates are related to the Event Date and not to the execution date of this Contract, these payment due dates will apply regardless of the date on which this Contract is executed. Exhibitor must provide written notification of cancellation of Exhibit Space to NAMM. Exhibitor agrees that should it cancel all of its Exhibit Space for any reason, the Cancellation Fees as stated in this schedule shall be retained by or paid to NAMM as reasonable liquidated damages for the injuries NAMM will suffer as a result of Exhibitor's cancellation, and not as a penalty. Exhibitor understands and agrees that the withdrawal of the Exhibit Space reserved from availability at a time when other parties would be interested in applying for Exhibit Space will cause NAMM to sustain damages. In this situation, NAMM's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date NAMM receives the notice. NAMM assumes no responsibility for having included the name of the cancelled Exhibitor or description of its products or services in the Show Directory, brochures, news releases or other material relating to the Event. The use of exhibit personnel badges is forfeited immediately upon cancellation of Exhibit Space.

**DOWNSIZING/REDUCTION OF EXHIBIT SPACE:** NAMM reserves the right to treat Exhibitor's downsizing of Exhibit Space as a cancellation of the original Contract. Exhibitor may be required to move to a new location if it requests a downsizing of space.

Downsizing Fees will apply as follows:

**A.** If notification of downsize of Exhibit Space is received before **June 19, 2024** , Exhibitor is liable for twenty-five percent (25%) of reductions in space.

**B.** If notification of downsize of Exhibit Space is received between **June 20, 2024** through **October 9, 2024**, Exhibitor is liable for fifty percent (50%) of reductions in space.

**C.** If notification of downsize of Exhibit Space is received on or after **October 10, 2024**,, Exhibitor will be liable for one hundred percent (100%) of the Exhibit Space Cost, even if such Exhibit Space is resold.

**PLACEMENT/ASSIGNMENT OF EXHIBIT SPACE POLICY:** In order to facilitate the exchange of product information for the benefit of members, and to foster show access for new products and manufacturers, NAMM has promulgated the following Exhibit Space assignment policy (which NAMM, at its sole option, may amend, modify, alter, cancel or repeal).

**A.** The initial assignment of Exhibit Space will be made from the Exhibit Space Application/Contracts received on or before **June 19, 2024** , and accompanied by deposits of fifty percent (50%) of total Exhibit Space Cost.

The initial assignment of Exhibit Space will be based on, but not limited to consideration of the following factors:

- Date of receipt of Exhibit Space Application/ Contract and the requisite deposit
- History of NAMM Show participation
- Primary product category
- Amount of square footage applied for
- History of prompt Exhibit Space Cost payment
- Previous compliance with NAMM's Exhibit and Trade Show Rules and Regulations and all other rules, regulations and policies pertaining to NAMM Members

NAMM, in its sole discretion, may also take into account the history of previous NAMM Show participation by (i) an affiliate of the applying Exhibitor, (ii) a previous Exhibitor whose assets have been acquired by an applying Exhibitor, or (iii) an applying Exhibitor with a history of sharing Exhibit Space. Such factors will be given consideration along with the demand for the desired Exhibit Space, the needs and purposes of the Event, and other factors. This additional deliberation will not necessarily result in assignment of Exhibit Space.

**B**. Assignment of Exhibit Space, for Exhibit Space Application/Contracts and Exhibit Space Cost payments received after **June 19, 2024** will be made on a first-come, first-served basis in accordance with the factors previously stated herein.

**C. NAMM believes that it can best serve the needs and interests of its Members and Exhibitors by retaining the ability to adapt to an ever-changing music industry. Changes in show sites, convention hall configurations, or industry product mix, as well as the emergence of new products or manufacturers, render impractical any rigid formula for space allocation. NAMM retains the flexibility to act at its discretion with regard to changing circumstances.**

**SUB-LETTING:** No sub-letting or sharing of Exhibit Space will be permitted without the prior written consent of NAMM. All Exhibitors wishing to share Exhibit Space with the principal Exhibitor must be current members of NAMM, complete the Shared Exhibit Space Application/Contract and pay the required Share Exhibit Space Fees upon submission of their Shared Exhibit Space Application/Contract.

**TERMINATION:** NAMM reserves the right to immediately terminate this Contract and withhold from Exhibitor possession of the Exhibit Space, if Exhibitor (i) fails to pay all Exhibit Space Cost in accordance with the schedule set forth herein, or (ii) fails to perform any material Terms and Conditions of this Contract, or (iii) refuses to abide by NAMM's or the Exhibition Facility's respective Rules and Regulations. In such event, Exhibitor will be responsible for payment of the total Exhibit Space Cost, (which shall be retained by or paid to NAMM) as reasonable liquidated damages and not as a penalty. Further, NAMM reserves the right to refuse Exhibitor permission to move in and set up an Exhibit if Exhibitor is in arrears of any payment due to NAMM. Additionally, such actions will jeopardize Exhibitor's ability to exhibit at future NAMM Shows. NAMM is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of action taken under this Section in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. Notwithstanding anything herein to the contrary, NAMM reserves the right, at its option, to terminate this Contract without cause (for any or no reason) at any time, without liability or further obligation to Exhibitor upon the return of the Exhibit Space Cost to Exhibitor.

**FORCE MAJEURE:** If the Event is terminated for any reason beyond the reasonable control of NAMM, including without limitation acts of God, war, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, severe weather conditions, epidemic or pandemic, or any other comparable calamity, casualty or condition, and NAMM is unable to fulfill its obligations under this Contract, NAMM may terminate this Contract without liability, and NAMM may retain the earned portion of the Exhibit Space Cost required to recompense it for expenses and commitments incurred up to the time of terminating the Event. Any remaining unearned Exhibit Space Cost will be returned to Exhibitor. Additionally, if any part of the Exhibition Facility is damaged or if circumstances beyond NAMM's reasonable control make it impossible or impractical for NAMM to permit an Exhibitor to occupy or continue to occupy its assigned Exhibit Space location during any part of or the entire Event, Exhibitor will only be charged a pro rata Exhibit Space Cost for the period that the Exhibit Space was or could have been occupied by Exhibitor, minus a share of costs, expenses and commitments required to recompense NAMM up to the time of terminating the Event, in full satisfaction of all liabilities of NAMM to Exhibitor. NAMM shall retain all other fees previously paid by Exhibitor. In no event will NAMM or the Exhibition Facility, and their respective owners, directors, officers, employees, agents, or representatives be liable for any consequential, indirect, or incidental damages of any nature or for any reason whatsoever. Nor will any interruption, diminution, delay or discontinuance be deemed an eviction or disturbance of Exhibitor's use of possession of Exhibit Space or any part thereof; nor shall any such interruption, diminution, delay or discontinuance relieve Exhibitor from full performance of Exhibitor's obligations under this Contract, unless otherwise agreed to in writing by NAMM's authorized representative.

Notwithstanding the foregoing, NAMM reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If NAMM changes the name of the Event, relocates the Event to another Exhibition Facility within the same city, or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but NAMM shall assign to Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as NAMM deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If NAMM elects to cancel the Event other than for a reason previously described in this paragraph, NAMM shall refund to Exhibitor the Exhibit Space Cost previously paid, in full satisfaction of all liabilities and obligations of NAMM to Exhibitor.

**INDEMNIFICATION:** Exhibitor will indemnify, defend (with legal counsel satisfactory to NAMM), and hold harmless NAMM, the Exhibition Facility, and **City of Anaheim** and their respective owners, directors, officers, members, employees, agents and representatives, against all claims, actions, demands, damages or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other costs

## TERMS AND CONDITIONS (continued)

and charges in connection with, related to or arising out of Exhibitor's noncompliance with or breach of this Contract, the Rules and Regulations or the terms and conditions set forth in the exhibitor booth regulations and guidelines, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise on the part of Exhibitor or any of its directors, officers, employees, agents, representatives, guests or invitees, excluding liability caused by the sole negligence or willful misconduct of NAMM or its owners, directors, officers, employees, representatives and agents.

**INSURANCE**: As a condition for Exhibitor's right to exhibit, the Exhibitor, at its own expense, is required to secure and maintain insurance as set forth herein throughout the duration of the Event, including move-in, Event days and move-out days. All such insurance shall be primary over any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims-made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this Section.

The following insurance coverage is required: (a) Worker's Compensation Insurance to the statutory limits; (b) Employer's Liability Insurance with limits not less than $1,000,000 each accident; (c) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence aggregate any one occurrence, $2,000,000 coverage shall include contractual, copyright infringement, operation of mobile equipment, products and liquor liability (if applicable); (d) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of $1,000,000 per occurrence for $1,000,000 combined single limit. (e) Above required policies must name as "Additional Insured": NAMM, the Exhibition Facility and the **City of Anaheim** and their respective members, officers, directors, agents, representatives and employees; and (f) Purchase insurance coverage in an amount sufficient to protect Exhibitor and Exhibitor's property, goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the Exhibition Hall while stored or exhibited, and returned to Exhibitor's premises) against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the Event, including move-in, Show days and move-out days; (g) Exhibitors agree to maintain such insurance that will fully protect, indemnify, hold harmless and defend NAMM, the Exhibition Facility, and the **City of Anaheim** and their respective members, officers, directors, agents, representatives and employees from any and all claims of any nature whatsoever, including attorney's fees, which may arise due to the actions, omissions, errors or negligence of Exhibitor or its employees or members, contractors, subcontractors, agents or representatives, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with installation, operation or dismantling of Exhibitor's exhibit/display. Exhibitor agrees to waive any and all subrogation claims against NAMM, the Exhibition Facilities and the **City of Anaheim.**

All insurance must be provided by an insurance company with a Best's Rating of A, XII or better, which is legally authorized to transact business in the State of California. Exhibitor shall provide NAMM or its authorized representative with a Certificate of Insurance (and complete copies of policies requested) and Additional Insured Endorsement documentation not less than thirty (30) days prior to the first move-in day for the Event, evidencing the insurance required is in force, stating policy numbers, dates of expiration, and limits of liability thereunder. Policies shall provide for a thirty (30) day notice of cancellation or material change in favor of any certificate holder. Failure to provide the satisfactory Certificate of Insurance and additional insured endorsement as stated herein will result in the cancellation of this Contract, loss of Exhibitor's Booth Space and forfeiture of all payments. In the event Exhibitor does not provide NAMM with proof of required insurance coverage as stated herein, Licensor may (but shall have no obligation to do so) procure the required coverage at Licensee's expense, and Licensee shall reimburse to Licensor the cost thereof prior to being granted the right to move in to the facility. Nothing herein contained shall be construed as limiting in any way the extent to which Exhibitor may be held responsible for damages to persons or property resulting from Exhibitor's or its representatives or agents' participation in the Event, use and occupancy of the Facility, or Exhibitor's obligation herein.

**INTELLECTUAL PROPERTY, MUSIC LICENSING AND USE OF COPYRIGHTED WORKS:** By executing this Contract, Exhibitor represents and warrants to NAMM that Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property"), as the case may be, used by Exhibitor at or to promote its activities at the Event and all affiliated events, including but not limited to in the show directory. Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others. Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced, or otherwise performed, via either "live" or mechanical means, by or on behalf of Exhibitor at Event or any Event-related activity, unless Exhibitor or agent(s) has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for this use. Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to all obligations to report data and to pay royalty fees.

Exhibitors agree not to sue NAMM for contributory infringement or any other theory that NAMM is indirectly or secondarily liable for the intellectual property violation of another party, or threaten to do so. Exhibitor understands and agrees that NAMM is relying upon the above representation and warranty and has no obligation to monitor or stop the uses and displays of Intellectual Property at the Event, affiliated events or in the show directory, or to conduct an independent investigation of the status of rights to any Intellectual Property or allegedly infringing Intellectual Property. Notwithstanding anything to the contrary, Exhibitor covenants not to sue, file or maintain or threaten any action in law or in equity against NAMM, the Exhibition Facility or the **City of Anaheim** or their respective owners, directors, officers, employees, representatives and agents alleging that any use or display by any third party of Intellectual Property at or in connection with the Event, including but not limited to in the show directory, infringes or otherwise violates any right or title held by Exhibitor or any of its owners, directors, officers, employees, representatives and agents.

Exhibitor agrees to indemnify, defend and hold harmless NAMM, the **City of Anaheim** and the Exhibition Facility and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, and remedies concerning the show directory, for failure or alleged failure to obtain these licenses or consents or for infringements of Intellectual Property, including without limitation copyright, patent, or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party arising from, related to or in connection with the Event, including but not limited to in the show directory.

**ASSIGNMENT:** Exhibitor cannot sell, assign, transfer, nor convey this Contract or assign, share, sublet or permit its Exhibit Space or Shared Exhibit Space, or any part thereof, to be used by another, or allow any use of the Exhibit Space other than that specified in the accepted Contract and/or the Shared Exhibit Space Contract, without the prior written approval of NAMM. Any attempted sale, sharing, subletting, assignment, transfer, conveyance of the Exhibit Space, or any part thereof in violation of this Section will be voidable at the option of NAMM, entitling NAMM to terminate this Contract and making Exhibitor liable for all damages incurred by NAMM. This Contract, the terms and conditions and the Rules and Regulations will be binding upon and inure to the benefit of the NAMM approved successors, assigns, and personal representatives of the Exhibitor.

**DISPUTE RESOLUTION:** This Contract, in all respects, shall be governed and interpreted in accordance with the laws of the **State of California** USA to the exclusion of the courts of any other state, territory or country. Exhibitor and NAMM agree that all disputes or actions arising under, in connection with or related to any provision of this Contract shall be maintained only in a court of competent jurisdiction in San Diego County, California to the exclusion of all others. In connection with any litigation, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

**DAMAGE TO PROPERTY:** Exhibitor is liable for any damage or loss caused to the Exhibition Facility or booth equipment, its own property or to the property of others. In the event damage or loss occurs to an Exhibitor's display/exhibit by another exhibitor, the involved parties are responsible for resolving the dispute.

**LIMITATION OF LIABILITY**: Exhibitor expressly assumes all responsibility, liability and risk associated with, resulting from or arising in connection with Exhibitor's participation or presence at the event, including, without limitation, all risks of theft, harm, loss, damage or injury to or of any person (including death), its own property or the property of others, business or profits of Exhibitor, tortuous activity of any kind (including libel, slander or injuries caused by sound levels in or around Exhibitor's exhibit) whether caused by negligence, intentional act, accident, acts of God or otherwise through the duration of the event.

Exhibitor agrees that to the maximum extent permitted by law, NAMM, the exhibition facilities, the **City of Anaheim** and their respective officers, agents, employees or representatives will not be held liable for any loss or damage to exhibits, or materials, goods and wares (collectively "property") belonging to Exhibitor and they are released from liability for any damage, loss or injury to person or property of Exhibitor or its officers, employees, agents, representatives, invitees and guests, resulting from fire, storms, water, acts of God, air conditioning or heating failure, theft, mysterious disappearance, bomb threats or any other casualty, calamity or causes whatsoever.

In no event will NAMM, or the Exhibition Facility, the **City of Anaheim** or their respective owners, directors, officers, employees, agents and representatives be liable for any consequential, indirect, special, punitive or incidental damages of any nature or for any reason whatsoever whether or not apprised of the possibility of any such lost profits or damages. NAMM's maximum liability under any circumstance whatsoever will not exceed the amount actually paid to NAMM by Exhibitor for Exhibit Space Cost pursuant to this Contract. NAMM makes no representations or warranties, express or implied, regarding the number of persons who will at-

## TERMS AND CONDITIONS (continued)

tend the event or regarding any other matters.

**EXHIBITION AND EVENT PROVISIONS/REQUIREMENTS:** Exhibitor must abide by, adhere to and be bound by: (a) all applicable federal, state and local laws, codes, ordinances, rules and regulations, including fire, utility and building codes and regulations; (b) any rules or regulations of the Exhibition Facility, including any union labor work rules; (c) the terms of all leases and agreements between NAMM and the managers or owners of the Exhibition Facility/s; (d) the terms of any and all leases and agreements between NAMM and any other party relating to the Event; (e) all Exhibit Space specifications and requirements and the Rules and Regulations as stated in the exhibitor booth regulations and guidelines; and (f) Exhibitor and its affiliates explicitly consent to receive fax, telephone, email, and other communications from NAMM and its partners under 47 U.S.C. Code 227 and any other applicable regulations.

**TAXES, PERMITS AND LICENSES**: Exhibitor will be solely responsible for obtaining any licenses, permits, tax identification numbers or approvals required under applicable federal, state or local laws related to any of Exhibitor's activities at the Event. Exhibitor will be responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Exhibition Facility without the express permission of NAMM.

**ADA COMPLIANCE**: Exhibitor shall have the sole responsibility for ensuring that its Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor will ensure the accessibility of its Exhibit Space, and agrees to hold harmless, defend and indemnify NAMM and its directors, officers, employees, agents and representatives against any claims, damages, loss or exposure, including reasonable attorney's fees and costs, arising out of or related to any ADA violation or alleged ADA violation.

**NAMM ANTITRUST POLICY AND GUIDELINES**: The NAMM Antitrust Policy and Guidelines are applicable to all NAMM activities and programs, including without limitation, the Event. All Members and Exhibitors and their personnel participating in the Event and/or any other NAMM-sponsored activities and programs are required to read and follow the NAMM Antitrust Policy and Guidelines. All participation in any NAMM's-sponsored activity must be conducted strictly in accordance with U.S. federal and state antitrust laws and foreign antitrust laws. The NAMM Antitrust Policy and Guidelines are posted on NAMM's Website, **www.namm.org/policies**. It is Exhibitor's responsibility to familiarize itself and its personnel with the NAMM Antitrust Policy and Guidelines (which is not a complete or definitive statement on antitrust law) and the basics of antitrust law. Any specific questions related to antitrust compliance not addressed in this Policy should be forwarded to NAMM's counsel or to your company's legal counsel.

**INTEREST & COLLECTION FEES:** Exhibitor agrees to pay interest at a rate of two percent (2%) per month, on all past due balances to NAMM. Additionally, Exhibitor agrees to pay any collection costs, including without limitation court costs, collection fees, and reasonable attorneys' fees incurred by NAMM in enforcing the Contract or the Rules and Regulations.

**RIGHTS OF OFFSET:** NAMM reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding payments due to NAMM. This applies to Exhibit Space Costs, Membership fees, and/or any other product or services offered by NAMM.

**NAMM DECISIONS:** Any and all matters, compliance issues or questions not specifically covered or addressed in this Contract as stated herein, or the Rules & Regulations or other provisions of the exhibitor booth regulations and guidelines, will be subject solely to the decision and determination of NAMM. NAMM reserves the right to make changes, amendments and additions to the terms and conditions of this Contract, the Rules and Regulations and in the exhibitor booth regulations and guidelines at any time and without prior notice. All changes, amendments and additions so made shall be binding on Exhibitor. Exhibitors will be advised of any such changes as reasonably deemed necessary by NAMM. Further, Exhibitor agrees that NAMM will have full power in any matter of interpretation, amendment and enforcement of all terms and conditions stated herein, Rules and Regulations, and in all instances NAMM's rulings will be final. In the Event of any conflict, inconsistency, or incongruity between any provision of this Contract and any provision of the Rules and Regulations or the exhibitor booth regulations and guidelines, the provisions of this Contract shall govern and control.

**SEVERABILITY AND WAIVER:** If any portion of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, void or invalid, then that portion will be considered severed from this Contract and all remaining portions will remain in full force and effect as long as the essential terms of this Agreement remain valid, legal and binding. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless be made in writing and signed by NAMM.

**MISCELLANEOUS:** This Contract shall not constitute nor be considered to create a partnership, employer-employee relationship, joint venture or agency between NAMM and Exhibitor. Paragraph headings have been inserted for convenience of reference only, and are in no way intended to describe, interpret, define, or limit the scope or intent of any part of this Contract. The headings to the various sections of this Contract are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the parties as expressed in this Contract. All rights and privileges granted to Exhibitor under this Contract, the Rules and Regulations and any subsequent amendments are subject to and subordinate to the master leases between NAMM and the Exhibition Facility. Termination of this Agreement will not affect or modify those obligations of the Parties under this Agreement that by their terms are to survive the termination of this Agreement.

**ENTIRE AGREEMENT**: This Contract, the Event Rules and Regulations, the exhibitor booth regulations and guidelines and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between NAMM and Exhibitor pertaining to the Event and supersede any and all prior oral and written understandings, quotations, communications and agreements. This Contract may not be amended or modified except by a written instrument signed by NAMM.

**EXHIBITOR'S ACCEPTANCE.** Upon Exhibitor's execution of the Contract, Exhibitor acknowledges that it has read and understands the Terms and Conditions and the Rules and Regulations, and expressly agrees to accept such Terms and Conditions and Rules and Regulations, all of which are hereby incorporated by reference into and form essential terms and conditions of this Contract to the same extent as if set forth in full in the Contract. Further**, t**he person signing this Contract on behalf of Exhibitor represents and warrants that he/she is competent and has the necessary power, consent, and authority to execute and deliver this Contract on behalf of Exhibitor.

**PRIVACY CONSENT LANGUAGE FOR NAMM COMMUNICATIONS**: Whenever I provide email address(es) and fax number(s) to NAMM, above or otherwise, the business and I are consenting to receive NAMM communications by email and fax, including, but not limited to, trade show, hotel and registration notices and invoice reminders, as well as promotions of NAMM's various programs and services provided as benefits of Membership.


NAMM believe in music 5790 Armada Drive, Carlsbad, CA 92008 • Phone: 760.438.8001 Fax 760.438.7327 • www.namm.org