

VRMA 2018 INTERNATIONAL CONFERENCE
 October 28 – 31, 2018
 MGM Grand
 Las Vegas, Nevada



EXHIBIT SPACE APPLICATION

COMPANY INFORMATION:

Exhibiting Company Name _____

Contact Name _____ Title _____

Address _____

City _____ State _____ Zip Code/Postal Code _____

Telephone _____ Email _____

Company Website _____

	EARLY RATE: BEFORE AUGUST 1	REGULAR RATE: AFTER AUGUST 1
VRMA EXHIBITING MEMBER	<input type="checkbox"/> \$3,995	<input type="checkbox"/> \$4,095
VRMA EXHIBITING NON-MEMBER	<input type="checkbox"/> \$4,895	<input type="checkbox"/> \$4,995
ADDITIONAL EXHIBIT SPACE	<input type="checkbox"/> \$3,195 x _____	<input type="checkbox"/> \$3,195 x _____

TOTAL: _____

VRMA INTERNATIONAL CONFERENCE SPACE APPLICATION & CONTRACT (CONT.)

PAYMENT INFORMATION & ACCEPTANCE

Exhibit fees are \$3,995 per 8' x 10' booth for a member and \$4,895 per 8' x 10' booth for a nonmember. 100% of booth space must be submitted 30 days prior to the start of the event. If 100% of payment has not been received 30 days prior to the start of the event, you will not be able to set-up your exhibit space. No refunds whatsoever will be made on cancellations or reductions of space after August 1 (Early Bird Deadline). See VRMA's Contract Conditions/Rules & Regulations for complete terms and conditions regarding cancellations and reductions.

PAYMENT TYPE

Full payment must be received 30 days prior to the start of the event in order to participate in the Supplier Showcase. If payment is not received 30 days prior, VRMA Show Management has the ability to not allow set up of your exhibit space. After August 1, 2018, no refunds whatsoever will be made on cancellations or reductions of space.

PAYMENT CAN BE MADE VIA THE FOLLOWING:

Check

Make check payable to VRMA and remit to address at the bottom of your invoice. Include copy of invoice or contract.

Credit Card

Payment by credit card should be completed online. A link to submit your credit card payment will be at the bottom of your invoice.

DO NOT SIGN THIS EXHIBIT SPACE APPLICATION WITHOUT FIRST READING THE CONTRACT CONDITIONS/RULES & REGULATIONS FOUND AT THE BACK OF THIS CONTRACT. I am an authorized representative of the company named on this Exhibit Space Application with the full power and authority to sign and deliver this Exhibit Space Application. By signing this Exhibit Space Application, the exhibitor agrees to abide by all terms as printed in the Contract Conditions/Rules & Regulations. I further acknowledge that VRMA reserves the right, in its absolute discretion, to reject this Exhibit Space Application. This application shall not become a binding contract until fully executed by both parties (exhibitor and VRMA).

Signature and Title: _____ Date: _____

QUESTIONS?

Chris Riordan, VRMA Sales Manager
Phone: 202-367-2462
Email: criordan@vrma.org

Vacation Rental Management Association (VRMA) 2018 International Conference Contractual Rules & Regulations



1. Exhibitor Rules & Regulations

Exhibitor agrees to adhere to all of the terms and conditions of these Contractual Rules & Regulations (the "Rules & Regulations") and of the 2018 Booth Space Application (the "Application" and together with the Rules & Regulations, the "Agreement"). VRMA requires the full cooperation of the exhibitor in their observance. Please be sure that your promotional department or anyone else involved in the arrangements for your exhibit has a copy of the Agreement.

2. Sponsorship/Purpose

The purpose of exhibiting at the VRMA 2018 International Conference is to complement the professional meetings and education sessions by informing and educating registrants on the latest developments in the vacation rental management and hospitality industry, related technologies, systems, equipment, products and services.

The term "VRMA" used in this Agreement shall mean the Vacation Rental Management Association (VRMA) and as the context may require its employees or agents, duly acting for VRMA in the management of the International Conference.

3. Official Exhibit Hall Management

SmithBucklin will orchestrate management of the VRMA International Conference and be known as VRMA Exhibit Hall Management. SmithBucklin is responsible for assigning exhibit space and managing onsite logistics. SmithBucklin acts as a liaison between VRMA, the exhibitors, and the International Conference contractors. If you have any questions about your exhibit booth, contact SmithBucklin directly:

SmithBucklin
2025 M Street NW, Suite 800
Washington D.C. 20036
Phone: 312-673-5630
E-mail: vrmaexhibits@vrma.org

4. Exhibit Space Cost

Exhibit space will be rented at the rate of \$3,995 (Early Bird Member) for the first 8' x 10' booth and \$3,195 for each additional 8' x 10' booths. Booths are sold in 8' x 10' increments. This rate includes (1) registration, (1) 6' skirted table, (2) plastic side chairs, (1) wastebasket, (1) 7" x 44" booth identification sign, a booth identification sticker and pipe and drape for in-line and perimeter booths. Exhibitors and sponsors are limited to (6) booths per U.S. event.

Exhibitor must pay VRMA in full no later than 30 days prior to the start of the event in the manner set forth on the invoice. VRMA (or SmithBucklin, on VRMA's behalf) may invoice you for this payment

any time after VRMA (or SmithBucklin, on VRMA's behalf) received and accepts a completed Application. The full balance of space rental charges must be received by VRMA no later than September 17, 2018. All payments shall be made to VRMA in the manner specified on the invoice. If any of the above payments is not made in accordance with the above terms and conditions, VRMA will be under no obligation to you under this Agreement or otherwise, meaning among other things that any space previously reserved for you will be subject to release in VRMA's sole discretion without notice and without any further obligation of any kind by VRMA. Applicants who submit applications that are received after September 17, 2018 ("Late Applicants") must include full payment to be considered for acceptance and, if accepted by VRMA, any such payment shall be non-refundable. Each Late Applicant understands and agrees that even if the Late Applicant is accepted as an exhibitor for the International Conference and given booth space (a decision which shall be in VRMA's sole discretion), certain benefits of timely applications, such as inclusion in VRMA's promotional materials for the International Conference, may not provide to the Late Applicant notwithstanding that such Late Applicant has made payment in full.

5. Space Assignment

Exhibitors will select space onsite during the International Conference using a priority point system. After the International Conference exhibitors shall identify their ideal exhibit space locations as further set forth on the Application. Exhibitors are encouraged not to concentrate all space choices in one area of the floor plan. Exhibit space will be assigned on a first come, first serve basis pending when the Application is received. Upon receipt of Application, VRMA will time stamp the document to ensure documentation.

Because it is nearly impossible to contact all Exhibitors for new selections of booth space, VRMA reserves the right to assign the next most suitable space when the requested space is not available. VRMA also reserves the right, at its sole discretion, to modify the floor plan to accommodate space sales or to avoid conflicts, and, should conditions dictate, VRMA reserves the right to adjust the floor plan and relocate exhibit booths as necessary. If deposit payment is not received with contract prior to space selection, your company will not be included in space selection. The preferences given for booth space locations are guidance and are not guaranteed by VRMA.

6. Reductions of Space and Cancellations

Reduction of Space: If a notice requesting reduced space is received on or prior to

August 1, 2018, VRMA will refund 30 percent of the total cost for the reduced space e.g., if an exhibitor purchases two booths at a cost of \$3,995/booth for a total cost of \$7,990, and then timely sends a notice to VRMA reducing by one booth (from two to one booth), then VRMA would send the exhibitor a refund in the amount of \$1,198.50 (i.e. 30% of total cost of the one booth reduced). If notice is received after August 1, 2018, no refunds will be issued on reduced space.

Cancellation of Space: If an applicant notifies VRMA in writing on or before August 1, 2018 of its decision not to participate in the International Conference and requests a refund, a refund shall be given on all amounts paid by that applicant for booth space except for the 50% deposit for each booth which VRMA shall retain. After August 1, 2018, VRMA will not issue refunds whatsoever on any amounts paid for booth space.

All reduction and cancellation notices must be in writing and sent via a delivery service which provides confirmation of delivery (i.e., FedEx, UPS, etc.) to the VRMA Exhibit Manager at the below address:

VRMA c/o SmithBucklin
ATTN: VRMA Exhibits
330 North Wabash Avenue, Suite 2000
Chicago, IL 60611

Notwithstanding the foregoing, cancellation notices may also be sent via email, addressed to vrmaexhibits@vrma.org, provided that the cancelling exhibitor obtains confirmation of VRMA's receipt of the email on or before the cancellation deadline.

No-shows will be treated as cancellations starting at 10:00 a.m. on Monday, October 29, 2018. Any exhibit space not installed by 10:00 a.m. may thereafter only be set-up at the sole discretion of VRMA, and all expenses will be charged to and payable by the exhibiting company. In the best interest of the exhibits, VRMA reserves the right, in its sole discretion, to reassign any no-shows or un-set exhibit space after 4:00 p.m. There will be absolutely no refunds whatsoever and all space contracted for must be paid in full, even if VRMA reassigns no-show or un-set exhibit space to a paying exhibitor.

If for any reason beyond VRMA's control, the VRMA International Conference must be cancelled, shortened, delayed, or otherwise altered or changed, exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of VRMA or VRMA's board, officers, employees, agents, or subcontractors. Exhibitor understands

that it may lose all monies it has paid to VRMA for space and/or sponsorship at the International Conference, as well as other costs and expenses it has incurred, including travel to the International Conference, setup, lodging, freight, employee wages, etc.

Exhibitor, as a condition of being permitted by VRMA to be an exhibitor at the VRMA International Conference, agrees to indemnify and hold harmless VRMA and VRMA's board, officers, employees, agents, and subcontractors from any and all loss which exhibitor may suffer as a result of a International Conference cancellation, duration, delay, or other alterations or changes caused in whole or in part by any reason outside VRMA's control.

7. Suitability of Exhibits and Retail Sales

Notwithstanding any other provision in the Agreement, VRMA reserves the right to determine the eligibility of any exhibitor for inclusion in the VRMA International Conference and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of VRMA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. The foregoing prohibition relates to persons, conduct, articles or merchandise, printed materials, souvenirs, catalogs and any other items, without limitation, which reflect the character of the exhibit.

No retail sales, where payment is received and product delivered, are permitted within the exhibit area at any time. Payment and/or orders may be taken for future delivery.

8. Intellectual Property Matters

The exhibit grants VRMA a fully paid, irrevocable, non-exclusive worldwide license to use the exhibitor's name and logo in any or all of the promotional materials—both online and in print—identified in the 2018 Exhibitor Prospectus & Application and in any other materials related to the International Conference. This license shall survive termination or expiry of the Agreement. The exhibitor represents and warrants to VRMA that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify VRMA of any information of which exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The exhibitor agrees to indemnify, defend, and hold VRMA, its agents, successors, and assigns harmless from and against all losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by exhibitor of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, VRMA shall not be liable for and expressly disclaims

all liability for infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the actions of any exhibitor.

9. Exhibit Setup

Set-up of exhibits will commence in the MGM Grand starting at 10:00 a.m., Sunday, October 28, 2018. If an exhibit is not set up by 10:00 a.m., Sunday, October 28, 2018, VRMA reserves the right to re-assign such space to another exhibitor or to make such other use of the space as deemed necessary or appropriate. VRMA reserves the right to set up the exhibit or remove the freight from the booth at the exhibitor's expense. No refund will be made to the original contracting exhibitor. VRMA reserves the right to modify setup, exhibit, and dismantle hours in which case all exhibitors will be notified. Empty boxes cannot be stored behind the exhibit booth. They must be removed from the exhibit hall prior to the exhibit hall opening and cannot be returned prior to the conclusion. No part of any exhibit, or signs relating thereto, shall be posted, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture, in any way to deface same. Damages arising from failure to observe these rules shall be payable by the exhibitor.

An exhibitor may use the services of an outside independent contractor only for the installation and dismantling of the exhibit provided that they submit an Exhibitor Appointed Contractor (EAC) form to Alliance along with a valid Certificate of Insurance. If exhibitors intend to use an Exhibitor Appointed Contractor to install and/or dismantle their booth, the exhibitor must notify VRMA thirty (30) days prior to the conference. A notification form will be provided in the Exhibitor Service Manual. An original certificate of insurance must be filed with VRMA in order for any exhibitor appointed contractors to gain access to the exhibit hall.

Any exhibitor occupying an Island, Split Island, Peninsula, or Modified Peninsula space is required to submit a detailed floor plan, including dimensions, VRMA for review and approval thirty (30) days prior to the exhibit hall opening. Floor plans should be submitted via email to vrmaexhibits@vrma.org

Exhibitors must abide by all of the union, labor, and set-up rules and regulations of the MGM Grand. A detailed list of all rules and regulations is included in the Exhibitor Services Manual, made available to exhibitors ninety (90) days prior to the exhibit hall opening. To obtain these rules prior to this time, contact VRMA's Exhibition Manager at vrmaexhibits@vrma.org. The MGM Grand has reserved the right to update, change, or amend its rules and regulations after publication in the Exhibitor Services Manual.

10. Booth Construction

Standard Inline Booth

Inline booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. Individual booths may be combined to form a larger inline booth space.

Dimensions

For purposes of consistency and ease of layout, all inline booths are 8' (2.44m) across the front and a depth of 10' (3.05m).

Use of Space

Regardless of the number of inline booths utilized, e.g., 8' by 20' (3.05m by 6.10m), 8' by 30' (3.05m by 9.14m) etc., exhibit fixtures should be arranged in such a manner as not to obstruct sight lines of neighboring Exhibitors. The maximum height of 8' (2.44m) is allowed in the rear of the booth space, with a 4' (1.22m) height restriction imposed on all exhibit fixtures within 5' (1.52m) of an aisle. When two (2) or more inline booths are used in combination as a single exhibit space, the 4' (1.22m) height limitation is applied only to that portion of exhibit space which is within 10' (3.05m) of an adjoining booth.

Corner Booth

A corner booth is an inline booth exposed to aisles on two (2) sides. All other guidelines for inline booths apply.

Perimeter Booth

A perimeter booth is an inline booth that backs up to an outside wall of the exhibit facility rather than to another exhibit. All guidelines for inline booths apply to perimeter booths with the exception that the maximum back wall height is 12' (3.66m).

Peninsula Booth

A peninsula booth is exposed to aisles on three (3) sides and composed of a minimum of four (4) booths. Backwalls must be finished and cannot contain copy. There are two (2) primary types of peninsula booths: one which backs up to inline booths and one which backs up to another peninsula booth and is referred to as a split island booth.

Dimensions

When a peninsula booth backs up to two (2) inline booths, the backwall is restricted to 4' (1.22m) in height within 5' (1.52m) of the aisle and 10' (3.05m) of the adjoining booths. 20' (6.10m) is the maximum height allowance for the center portion of the backwall, exhibit fixtures, components and identification signs.

Any Exhibitor occupying a peninsula booth is required to submit a detailed floor plan with dimensions, including height, of all items in the booth, including hanging signage, to VRMA Exhibit Hall Management for review and approval thirty (30) days prior to the exhibit hall opening. Floor plans should be sent via email to vrmaexhibits@vrma.org.

Split Island Booth

A split island booth is a peninsula booth that shares a common backwall with another peninsula booth. The entire cubic content of this booth may be used up to the maximum content of 20' (6.10m), including signage. Backwalls must be finished and cannot contain copy.

Any Exhibitor occupying a split island booth is required to submit a detailed floor plan with dimensions, including height, of all items in the booth, including hanging signage, to VRMA Exhibit Hall Management for review and approval thirty (30) days prior to the exhibit hall opening. Floor plans should be sent via email to vrmaexhibits@vrma.org.

Island Booth

An island booth is any size booth exposed to aisles on all four (4) sides. The entire cubic content of this booth may be used up to the maximum content of 20' (6.10m), including signage.

Any Exhibitor occupying an island booth is required to submit a detailed floor plan with dimensions, including height, of all items in the booth, including hanging signage, to VRMA Exhibit Hall Management for review and approval thirty (30) days prior to the exhibit hall opening. Floor plans should be sent via email to vrmaexhibits@vrma.org.

Canopies/Ceilings, Hanging Signs & Graphics, and Multistory Exhibits

Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). Canopies for inline or perimeter booths should comply with line of sight requirements and may not protrude into the aisle. The base of the canopy should not be lower than 7' (2.13m) from the floor within 5' (1.52m) of any aisle. Canopy supports should be no wider than 3" (7.62cm). This applies to any booth configuration that has a sightline restriction, such as an inline booth.

Hanging signs and graphics are permitted in all peninsula, modified peninsula, split island and island booths to a maximum height of 20' (6.10m) to the top of the sign. Whether suspended from above or supported from below, they should comply with all use-of-space requirements. If within 5' (1.53m) of an adjacent booth, and if the placement complies with the use-of-space requirements, the side facing the adjacent booth should be finished and not contain any copy.

A multi-story exhibit is permitted in all peninsulas, modified peninsula, split island and island booths to a maximum height of 16' (4.88m). Multi-story exhibits may require approval and building permits from the MGM Grand and/or the local Fire Marshal and/or the city. Exhibitors should obtain permits early on to ensure that all time constraints are met.

Fire and safety regulations for the MGM Grand may apply to canopies/ceilings, hanging signs & graphics, and multistory exhibits will be included in the Exhibitor Services Manual made available to Exhibitors in ninety (90) days prior to exhibit hall opening. For an advance copy, contact VRMA Exhibit Hall Management by sending an e-mail to vrmaexhibits@vrma.org. The MGM Grand have reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

11. Exhibit Hours and Admission

Admittance during non-exhibit hall hours without permission from VRMA Exhibit Hall Management is prohibited. Children under the age of 16 are not permitted on the exhibit floor at any time, unless a liability waiver has been signed with VRMA granting permission. VRMA Exhibit Hall Management shall have the sole control over admission policies. All persons visiting the exhibit area, including exhibit booth representatives, will be required to register and to wear an appropriate badge.

12. Dismantling of Exhibits

Exhibits are to be kept intact until the closing of the exhibit hall at 3:00 p.m. on Tuesday, October 30, 2018. All exhibits on the exhibit floor are to be fully removed by 6:00 p.m., Tuesday, October 30, 2018. If exhibits are not removed by the specific time, VRMA has the right to remove exhibits and charge the expense to the Exhibitor. Any Exhibitor who begins dismantling and removal of their display before the close of the exhibit hall may lose the privilege of exhibiting at future International Conferences. This rule will be strictly enforced.

13. Shipment of Exhibits

The official general service contractor will receive freight shipments for Exhibitors. Exhibitors who wish to forward materials in advance of the exhibit opening must consign their exhibits to the official general service contractor. Exhibits and related materials will not be accepted in advance as freight by the MGM Grand will be redirected to the official International Conference decorator at the Exhibitor's expense. Shipping information will be included in the Exhibitor Services Manual, made available to Exhibitors ninety (90) days prior to the exhibit hall opening.

14. Exhibit Staffing

Exhibits must be staffed by qualified employees of the Exhibitor at all times during exhibit hall hours. Each individual staffing an Exhibitor's booth is required to register and must wear the Exhibitor badge furnished. Exhibitors are provided one (1) complimentary full conference badge per booth contracted. VRMA reserves the right to require Exhibitors to stay at VRMA's preferred hotels in order to receive their complimentary badges.

15. Subletting Prohibition

Exhibitors may not assign or sublet this contract, or permit others to use any contracted exhibit space without the express approval of VRMA Exhibit Hall

management. Exhibitors must display only products or services manufactured or sold by them in the regular course of business. The featuring of names or advertisements of non-exhibiting firms or businesses will not be permitted. If an article of a non-exhibiting firm or business is required for the operation or display of any Exhibitor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business.

16. Canvassing by Non-Exhibitors

The International Conference is limited to registered attendees as well as registered representatives of firms, professional organizations and dealers who have contracted with VRMA for exhibit space and/or sponsorship. No other persons or concerns will be permitted to demonstrate their products or distribute advertising materials at any time during the International Conference. Market research companies will be assigned space only if research is being done for a company exhibiting on the floor. Research companies must indicate on the exhibit application the company for which they are conducting market research.

17. Pre-Show/Post-Show Attendee Lists

Each exhibiting company is entitled to receive a complimentary copy of the pre and post show attendee list with the purchase of an exhibit booth space. The pre-show and post-show attendee mailing list are for one-time use mailing of a single packet of advertising or other information and materials to promote their own products or services in conjunction with the International Conference. Use of mailing lists is exclusive to exhibiting companies and is non-transferable. Companies that violate the one-time use only policy are subject to a fine ten times the cost of the mailing list rental and may lose some or all of its priority points with VRMA as well as the privilege of exhibiting at future VRMA events.

The list of names and addresses is, and remains, the sole and exclusive property of VRMA, and may not be used for any purpose, or incorporated into any other list or database, without VRMA's express written consent. Lists contain decoy names to detect unauthorized or illegal use. The Exhibitor agrees not to violate the above rules pertaining to the pre-show and/or post-show attendee list.

18. Company Description for Mobile Application

Each exhibiting company will have a listing in the mobile application (pending date contract is submitted) including contact information and a 30-word company description. VRMA will make every attempt to collect the description from the primary logistics of the exhibiting company but if no response is received, VRMA reserves the right to use a description submitted in a previous year or to use information from the exhibiting company's website.

19. Continuing Education

Programs awarding contact education credit must be kept separate from staffed exhibits, promotional presentations or electronic advertisements.

20. Irregular Activities

All activities of each Exhibitor must be confined to the Exhibitor's allotted exhibit space except for entertainment and social functions. Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow free access in the aisles. Noisemakers of any kind will not be permitted as giveaways. Exhibitors may not place "stick-ons" on attendees' badges. Sideshow tactics or other undignified methods considered by VRMA to be objectionable are expressly prohibited in the Exhibit Hall. Demonstrations using live models are prohibited.

21. Promotions, Contests, Sweepstakes, Random Drawings

In the event that Exhibitor advertises, markets, promotes and/or administers any type of promotion including but not limited to giveaways, sweepstakes, drawings, contests in connection with the event (collectively "Promotion"), Exhibitor agrees that it shall use, publish and make available to entrants official rules for the Promotion which shall include at a minimum the Mandatory Disclosures set forth in the Exhibitor Services Manual, without change. Exhibitor is solely responsible for (1) compliance with all applicable laws in the advertising, marketing, promotion and/or administration of the Promotion; and (2) all costs, damages, liabilities, losses or injuries occasioned by the same. In the event Exhibitor does not comply with these provisions relation to Promotions VRMA may terminate the Promotion on notice to Exhibitor.

VRMA and its subsidiaries and affiliated companies and agencies and each of their respective officers, board, employees, representatives and agents (collectively, the "Related Parties") SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT INCLUDING WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING OUT OF ANY PROMOTION, THE AWARDED, DELIVERY, OR USE OF ANY PRIZE OR ANY ACTIONS OR OMISSIONS OF EXHIBITOR OR ANY THIRD-PARTY IN CONNECTION WITH ANY PROMOTION. Exhibitor shall defend, indemnify, and hold the Related Parties harmless against any and all costs or liability for any injuries, losses or damages of any kind, resulting in whole or in part, directly or indirectly, from acceptance, misuse or use of the prize or participation in or exclusion from any Promotion or in any Promotion-related activity,

or any actions or omissions of Exhibitor in connection with the Promotion.

Exhibitor may not use VRMA trademark, trade name, logo, slogan, or other designation in the advertising of any drawings, game of chance or raffles without express written permission of VRMA.

22. Use of Space - General

A. No Exhibitor will be permitted to display or distribute literature or any promotion outside the confines of the assigned booth space in the Exhibit Hall unless written permission is given by VRMA. Distribution or display of promotional material in public areas or education session rooms of the MGM Grand are strictly prohibited.

B. Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their booth which could be interpreted as being a promotion of another company.

C. No exhibit will be permitted which interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.

D. Helium balloons, lighter-than-air objects, gummed stickers or labels will not be permitted as handouts/souvenirs. Distribution by Exhibitors, or their agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's booth space.

E. Any special promotions, music or stunts planned for the Exhibit Hall, must be cleared with VRMA. VRMA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

F. VRMA reserves the right to control all suites and meeting rooms in the MGM Grand and in those hotels participating in the VRMA housing block. These controls have already been set up with the proper person in each property. Request forms for function space including meeting and hospitality rooms are included in the Exhibitor Services Manual, made available to Exhibitors ninety (90) days prior to the exhibit hall opening. No entertainment, meetings, or similar activities for VRMA attendees can be scheduled during official exhibit hall or program hours, including social events, without direct approval from VRMA.

G. No animals are permitted in the MGM Grand other than service animals.

H. Exhibitors must abide by all of the facility rules and regulations of the MGM Grand. A detailed list of all convention center rules and regulations are included in the Exhibitor Services Manual, made available to Exhibitors ninety (90) days prior to the exhibit hall opening. To obtain these rules prior to their publication email vrmaexhibits@vrma.org. The

MGM Grand has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

I. The VRMA logo and VRMA conference logo may not be used without the express written permission of VRMA. VRMA will distribute an official VRMA Exhibitor logo to all Exhibitors for their use prior to the Exhibition. Exhibitors agree to abide by the guidelines included with the VRMA Exhibitor logo.

K. All Exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The Exhibitor shall hold VRMA or its board, officers, employees, agents or subcontractors harmless from any consequences of exhibiting company's failure in this regard. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

U.S. Department of Justice
ADA, Civil Rights Division
Disability Rights Section – NYAV
950 Pennsylvania Avenue, NW
Washington, D.C. 20530 USA
Phone: 800-514-0301 (voice) or 800-514-0383 (TTY)
Web site: www.ada.gov

L. Exhibitors must have a floor covering in the entire space rented if the exhibit hall is not already covered. If no covering is installed by end of Exhibitor set-up, VRMA will order carpet for the space at the Exhibitor's expense.

M. All booth personnel must be properly and modestly clothed. Exhibitors must see that any models hired for their firm be appropriately dressed in business or business casual attire and act within the boundaries of good taste.

N. Any Exhibitor wishing to provide food or beverages, both non-alcoholic and alcoholic, in their booth during exhibit hours must receive permission from VRMA Exhibit Management. For information on how to submit item(s) for approval, e-mail vrmaexhibits@vrma.org. Please note that outside food and beverages are prohibited and any items provided should be ordered through the MGM Grand's catering department.

O. VRMA must approve all public relations, press and media-related activities of an Exhibitor that will take place on the exhibit floor. All press must have a badge to enter the exhibit hall.

23. Use of Space - Audio/Video, Lights, Music, etc.

A. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests.

B. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to

be an irritant or distraction to neighboring exhibit booths or guests.

C. No strobe light effects are permitted.

D. Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.

E. Loud speakers or operation of equipment which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.

F. Exhibitors are prohibited from taking videos or photographs of any booths on the exhibit hall, other than their own.

G. No Exhibitor shall cause any copyrighted music to be played or performed. Exhibitors are responsible for individual ASCAP/BMI music licensing fees if applicable.

24. Exhibitor-Sponsored Hospitality/Entertainment Functions

Exhibitors/Sponsors are to conduct social and hospitality functions in a manner that is consistent with the professional and educational nature of VRMA. Exhibitors sponsoring any type of function are required to adhere to the following guidelines:

All planned focus groups; social, or hospitality functions as well as company functions/meetings must be cleared through VRMA's Conference Manager prior to booking meeting space and must not conflict with the official program.

The final hours will be outlined on the Exhibitor Sponsored Hospitality Form which will be included in the Exhibitor Services Manual and must be submitted in order to gain approval. Non-exhibiting/sponsoring companies are prohibited from hosting hospitality functions, market research or focus groups during the International Conference. Honoraria and other inducements to attract attendance to focus groups, hospitality functions and non-VRMA educational meetings are not sanctioned by VRMA and should be avoided. Host companies must make it clear that their event is not an official VRMA function. Host companies agree to assume all liability arising out of or in connection with such functions and agree to indemnify VRMA against any and all liability, claims and demands arising or in connection with such functions.

25. Exhibitor Liability, Indemnification & Insurance

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Exhibit Hall and within the Exhibit Hall.

Exhibitors wishing to insure their exhibit material, goods and/or wares against theft, damage by fire, accident or loss of any kind must do so at its sole expense. Neither VRMA, its board, officers, employees, agents, subcontractors or management of the Exhibit Hall (hereinafter "Exhibit Hall Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE EXHIBIT HALL MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

Exhibitor agrees that it will indemnify and hold Exhibit Hall Management harmless from and against all claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, subcontractors, guests, licensees or invitees. This indemnification of Exhibit Hall Management by Exhibitor is effective unless such injury was caused by the sole negligence, or gross negligence or willful misconduct of Exhibit Hall Management. Exhibitor agrees that if Exhibit Hall Management is made a party to any litigation commenced by or against Exhibitor, or relating to this lease or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including reasonable attorneys' fees, INCURRED BY OR IMPOSED UPON EXHIBIT HALL MANAGEMENT BY REASON OF SUCH LITIGATION.

Exhibitors are required to maintain and provide a certificate of insurance evidencing the following:

1. General liability with limits not less than \$1M per occurrence, \$2M aggregate
2. Owned, hired and non-owned auto liability with limits not less than \$1M per occurrence
3. Workers' compensation with state statutory limits
4. Employer's liability with limits not less than \$500k/\$500k/\$500k
5. Commercial umbrella liability with limits not less than \$1M
6. Personal property and equipment on a special form replacement cost basis

VRMA, SmithBucklin Corporation, and the MGM Grand are to be listed as additional insured's on a primary and non-contributory basis with respect to general/auto/umbrella liability. A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

25. Amendments/Interpretation

VRMA reserves the right to amend and enforce these Contract Conditions/Rules & Regulations.

Notice of any amendments shall be given to each Exhibitor. Each Exhibitor, for itself, its agents and employees agrees to abide by all Contract Conditions/Rules & Regulations set forth therein, or by any subsequent amendments. VRMA reserves the sole right to interpret these Contract Conditions/Rules & Regulations.

26. Enforcement/Miscellaneous

The Rules & Regulations set forth herein will be enforced by VRMA.

A. Any Exhibitor not abiding by any of the VRMA Contract Conditions/Rules & Regulations, including violation of booth construction/height rules, early dismantling of exhibits, may, at the discretion of VRMA, and may entirely lose the privilege of exhibiting in future VRMA International Conferences.

B. This contract will be binding on the Exhibitor's successors.

I am an authorized representative of the company named on this document with the full power and authority to sign and deliver these Rules & Regulations. By signing this document, I authorize that the exhibitor agrees to abide by all terms as printed in the 2018 Contractual Rules & Regulations.

Exhibitor Signature:

Company Represented:

Date: