National Pawnbrokers Association 2022 Convention Rules & Regulations Governing the Exhibit

1. CONTRACT FOR SPACE - This application for an exhibit space, the formal notice of space assignment by National Pawnbrokers Association and full payment of rental charges for exhibit space together constitute a contract for the right to exhibit at the National Pawnbrokers Convention and Expo (the "Exhibit"). The Exhibit is conducted under the direction of the National Pawnbrokers Association ("NPA").

2. EXHIBITOR RESPONSIBILITIES – All exhibitors are responsible for compliance with the applicable laws, statutes and regulations, including but not limited to those set forth in the Rules & Regulations Governing the Exhibit.

3. PAYMENT OF EXHIBIT SPACE CHARGES - A dollar amount specified on the contract is considered non-refundable payment for the exhibit space and must accompany the application. The balance is due on the date specified on the contract. If the balance due is not paid by that date, the association may resell the exhibit space without further notice to the exhibitor. Exhibitors who are given the opportunity to pre-select booth space in advance must have the contract and appropriate deposit in the association's office on the date specified in the contract. Final payment is due as specified on the contract. No refunds will be paid after the date specified in the contract. All monies paid shall be retained by NPA in the event the exhibitor fails to fulfill the contract or violate the contract or withdraws from the exhibit.

4. CANCELLATION, WITHDRAWAL OR DOWNSIZING OF EXHIBIT SPACE - In the event Exhibitor seeks to cancel this License, withdraw from the Exhibition, or downsize its space requirements for the Exhibition, Exhibitor may only do so by giving written notice to Management. The date of cancellation, withdrawal or downsize in space as applicable shall be the postmark date of the notice.

If Exhibitor cancels, withdraws or downsizes space requirements, Exhibitor agrees to pay on demand to Management the amounts set forth on contract, applicable as liquidated damages and not as a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. In case of downsizing, in addition to the assessed liquidated damages, Exhibitor's booth location on the floor plan of the Exhibition may be moved.

5. THE "OFFICIAL SERVICE CONTRACTOR" - will be appointed by NPA. Each exhibiting company will receive complete information regarding drayage, equipment rental, special services and shipping information. Exhibitors' service center will be maintained on the exhibit floor during move-in, show and move-out hours.

6. USE OF SPACE – NPA reserves the right to decline and/or remove any exhibit or exhibitor at the sole discretion of NPA. In theevent that NPA declines any exhibit or exhibitor prior to opening day of the convention, NPA will refund the deposit in full. In theevent that NPA terminates and/or removes any exhibit or exhibitor after convention hours have begun, there will be no refund. All booth guidelines (height, width, use of space, etc.) will be regulated by the International Association of Exhibitions and EventsGuidelines for Display Rules and Regulations. Sub-licensing/booth sharing will not be permitted with another exhibitor unless one is a subsidiary of the other. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Rulings of the NPA in its sole discretion shall in all instances be final with regard to use of any exhibit space.

7. Additional Health and Safety Guidelines - Exhibitors agree to adhere to health and safety guidelines provided in the Exhibitor Services Manual as well as all subsequent correspondence regarding safety and cleanliness protocol communicated by NPA, Expo Service Company, and Caesars Palace Hotel.

8. EXHIBIT BOOTH DESCRIPTION – Each booth comes with an 8-foot-high back drape and 36-inch side dividers. Booth dimensions are 8 feet deep by 10 feet wide, unless otherwise specified. Also provided, one (1) 6-foot draped table, two (2) chairs and one (1) wastepaper basket. Components of booth are subject to change based on current local county social distancing guidelines.

9. EXHIBITS MUST BE OPEN and staffed for all of the scheduled trade show hours. Failure to comply with this policy could result in forfeiture of booth space without refund and/or monetary penalty.

10. EXHIBIT AND CONVENTION REGISTRATION for each booth (8x10), two complimentary registrations will be issued. These passes are to be used by eligible booth personnel only. Exhibitors may purchase additional passes or a full convention registration. Badges are non-transferable and may not be shared. No children under 16 will be permitted.

Exhibitor Representatives shall wear badge identification furnished by Show Management at all times during the events. Show Management reserves the right to restrict or limit the number of Exhibitor's Representatives in the Exhibitor's Exhibit Space. Exhibitor and its representatives will be held by Show Management to the highest standards of personal and professional conduct. Exhibitor agrees not to disturb or harass other exhibitors or show attendees. Show Management reserves the right to determine in its sole judgment if Exhibitor and/or its Representative have violated the standards of conduct, and to take whatever action Show Management deems necessary to protect the safety and integrity of the show, up to and including expulsion from the Facility. **11. LIABILITY** - NPA shall not be responsible for any loss, damage, injury or theft that may occur to the exhibitor or to the exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibit contract. The exhibitor, on signing the contract expressly releases NPA and the exhibit facility as noted in the contract from and agrees to indemnify same against any and all claims for such loss, damage or injury. The exhibitor agrees and acknowledges that its only remedy is a refund of deposit under the conditions set forth above.

12. SECURITY - NPA will provide security services at all times during the Exhibit and throughout the night.

13. INSURANCE - All property of the exhibitor is understood to remain under its custody and control in transit, to and from, or within the confines of the Exhibit area. NPA and the exposition facility do not maintain insurance covering the exhibitors' property. Exhibitor shall carry Commercial General Liability in the amount of \$1,000,000 combined single limit. The policy shall name the National Pawnbrokers Association (NPA) as additional insured and such coverage shall be primary as respects to any insurance coverage carried by NPA or Exhibit Facility. Certificates of Insurance must be sent to NPA no later than June 1, 2022.

14. FIRE REGULATIONS - All decorations must be flameproof and must stand a fire test as prescribed by applicable fire ordinances.

15. **MEETINGS** – Exhibitors shall not hold any meetings or events that conflict with Exhibit or Convention hours. Any requests to hold events or host hospitality suites outside of Exhibit or Convention hours must be submitted to Show Management in writing. Written approval from Show Management must be received in order to host the event or hospitality suite.

16. LAWS APPLICABLE - Exhibitor agrees to abide by the rules and regulations under the Hosting Hotel.

17. FORCE MAJEURE - In the event the exposition facility or any part of the Exhibit area thereof is unavailable, whether for the entire event, or a portion of the event as a result of fire, flood, tempest, or any other such cause, or as a result of governmental intervention, malicious damages, acts of war, strike, lock-out, labor dispute, riot or any other cause or agency over which NPA has no control, or should NPA decide that because of any such cause it is necessary to cancel, postpone, or re- site the Exhibit, or reduce the installation time. Exhibit time or move-out time; NPA shall not be liable to indemnify or reimburse the exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

18. ADMISSION TO THE EXHIBIT AREA will be strictly controlled during the installation and dismantling periods. Security personnel will be present to admit only exhibitors who are wearing badges. Badges may not be shared.

19. AMENDMENTS - Any and all matters not specifically covered by the preceding rules and regulations or contained in the exhibitor Service Order Manual, shall be subject to the decision of NPA. NPA shall have the full power to interpret, amend and enforce these rules and regulations provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

20. SPECIAL SERVICES - Electricity, telephone, enhanced internet and other activities, as well as other special services needed by individual exhibitors, are provided only when the exhibitor orders and agrees to pay for them specifically from the persons authorized to supply such services in conformity with the city insurance and other requirements.

21. HOTEL SUITES - Operation of hotel suites for sales or entertainment purposes is strictly prohibited during the open hours of exhibition. Any requests to hold events or host hospitality suites outside of Exhibit or Convention hours must be submitted to Show Management in writing. Written approval from Show Management must be received in order to host the event or hospitality suite.

22. SOUND LEVEL - Mechanical or electrical devices that produce sound must be operated so as not to disturb other exhibitors. Management reserves the right to determine the placement and acceptable sound level of all such devices.

23. OBSTRUCTION OF AISLES OR EXHIBIT SPACES – Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitors' booths shall not be allowed. Show Management will issue one verbal warning to the exhibitor. Upon a second violation, the exhibitor will be removed from the facility.

24. **RECEIPT OF GOODS AND EXHIBITS** - All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.

25. FAILURE TO COMPLY WITH THESE RULES AND REGULATIONS will result in show management closing (or preventing setup of) your exhibit.

26. PHOTO AGREEMENT - Exhibitor may use pictures in any visual format of Exhibitor's booth and displays along with pictures or film in any visual format of those individuals in or in front of Exhibitor's booth or display only. Exhibitor may not use pictures or film in any visual format of any booth or exhibit, not the property of Exhibitor or the convention exhibit floor area or any other official convention event without the express written permission of the NPA. The NPA may take photographs or film the trade show and other areas of the convention. By participating in Pawn Expo, you authorize NPA, without limitation, the right to reproduce, copy, exhibit, publish or distribute any such film, audio, or photograph, and waive all rights or claims you may have against the NPA and/or any of its Affiliates, Subsidiaries, or Assignees.

27. SUITCASING – Exhibitor is subject to the terms of the NPA Suitcasing Policy Statement, as follows:

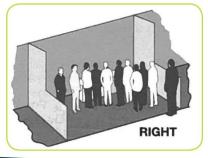
While all meeting attendees are invited to the trade show, any attendee who is observed soliciting business in the aisles or other public spaces, in another company's booth or in violation of any portion of the Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied. Report any violations you observe to show management. Show management recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the trade show and other events. Show management must be informed of any hospitality suites, and express written consent from NPA must be received prior to the event.

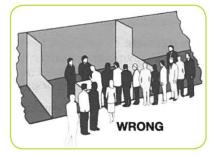
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Special Addendum to further explain implicit statements in rules and regulations regarding Points 6,8,22, 23

- A) Exhibit booth description: 16 x 20 island booth. Island booths do NOT come with any pipe and drape. Height restriction for an island booth is 10 ft. All island booths must submit a floor plan and design specifications to NPA for approval no more than 60 days prior to the show.
- B) Sound Level: Mechanical or electrical devices that produce sound must be operated so as not to disturb other exhibitors. Maximum decibels is 85 as listed in the <u>International Association of Exhibitions and Events guidelines for</u> <u>Display Rules and Regulations</u>. This includes microphones, megaphones, music devices, computers and/or live or taped demonstrations.
- *C)* 4) **Obstruction of Aisles or Exhibit Spaces:** Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booths shall not be allowed. Show management will issue one verbal warning to the exhibitor. Upon a second violation, the exhibitor will be removed from the facility.





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