

RULES AND REGULATIONS

1. MANAGEMENT

NAWLA Show Management reserves the right to remove or alter any exhibit that does not comply with the NAWLA Rules & Regulations.

This Application and Contract to participate in the NAWLA Traders Market at Phoenix Convention Center over November 9 -10, 2022 including but not limited to move-in and move-out dates November 9 -10, 2022 shall become effective when it has been submitted by the exhibiting company and accepted by NAWLA. The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by NAWLA with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between NAWLA and exhibiting company ("Exhibitor").

2. ELIGIBILITY

NAWLA members who are 'Manufacturers' or 'Wholesalers' of traditional wood products and/or engineered wood products and complimentary building products are eligible to exhibit.

Complimentary building products are defined as materials made of wood, wood fiber, agrifiber, cement-based products, including concrete, blocks, and cementitious sidings, polymer products, or polymer-based composite products, as well as other products which incorporate wood as an integral component of their design. Also included in the category are coatings, fasteners, hangers, house wrap and ventilation products, roofing, insulation, gypsum, and any other products which the NAWLA Traders Market Committee may determine are appropriate to the interest of show attendees. Additionally, companies such as rail and truck transportation providers, reload operators, remanufacturers with a majority of revenues generated by processing wood on account, prefinishers and importers are also eligible to exhibit, as are certain Service Affiliates. (Importer is defined as satisfying all NAWLA wholesaler membership criteria, but with the majority of dollar sales generated by selling forest products sourced offshore.) No persons under 18 years of age will be admitted to the NAWLA Traders Market. Management shall have sold control over admission policies at all times.

Non-exhibiting manufacturers and service providers are not eligible to attend. Only bona-fide wholesalers, as defined by the NAWLA Bylaws, are invited to attend as non-exhibiting registrants.

*Show Management reserves the right to determine the eligibility of any company or individual to exhibit or attend with regard to the character and purpose of this event. Anything that could be perceived as a poorly construed comparison to products offered by any other show exhibitors would be in extremely bad taste and deemed inappropriate for show use by the NAWLA Traders Market Committee.

3. BADGES

An exhibitor is responsible for all badged personnel under their company name. NAWLA reserves the right to remove or discharge any exhibitor who has badged inappropriate personnel.

Exhibitor will be provided (1) complimentary exhibit badge per 10x10 sq. ft. of exhibit space purchased.

4. EXHIBITOR'S AUTHORIZED REPRESENTATIVE

Each exhibiting company must have at least one person to be its representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible and exhibitor assumes responsibility for such representative being in attendance throughout all exposition periods. Exhibitors and their representatives will be required to wear badges throughout the Show. Badges are not transferable. Members of NAWLA Show Management must be advised of any changes to representatives registered. The new representative's name and replacement name must be provided.

5. APPLICATION AND PAYMENT

Exhibitor must remit a full deposit of the total Exhibit Booth Fee with the submission of this Contract. Notwithstanding the foregoing, a Contract submitted on or after July 8, 2022 must be accompanied by full payment of the Exhibit Booth Fee at the time of submission.

A Contract will not be processed, nor space assigned, without the required Exhibit Booth Fee payments. Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Checks must be payable to NAWLA and can be remitted to the following address via the U.S. Postal Service:

NAWLA

8606 Solution Center
Chicago IL 60677-8006

For ACH/wire payments, please email amcknight@nawla.org for remittance instructions.

NAWLA reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

6. CANCELLATIONS

Cancellation of exhibit space must be directed via email to jconlon@nawla.org provided that the cancelling Exhibitor obtains confirmation of NAWLA's receipt of the email on or before the cancellation deadline.

For cancellations of space received between the initial space selection and July 8, 2022, Exhibitor is responsible for, and NAWLA shall be entitled to retain less \$100 processing fee of the total Exhibit Booth Fee. Should an Exhibitor cancel a portion of its space after July 8, 2022, Exhibitor is responsible for full payment and no refund.

7. BOOTH CONSTRUCTION, DESIGN AND LAYOUT

Regardless of the number of inline booths utilized, e.g. 10' by 20' (3.05m by 6.10m), display materials 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 materials 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.

8. SUBLETTING SPACE PROHIBITED

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of Traders Market as determined by NAWLA in its sole discretion.

9. EXHIBIT HOURS

The 2022 NAWLA Traders Market exhibit hall will be open on November 10 - 11, 2022.

A complete schedule will be posted on our website and will be included in the Freeman Online Exhibitors Services Manual, which

RULES AND REGULATIONS

will be sent out approximately 90 days prior to the show.

10. SECURITY

NAWLA Show Management will provide 24-hour perimeter security from the start of set-up on November 9, 2022 through the end of dismantling on November 11, 2022. However, the exhibitor is solely responsible for his/her own materials and should insure his/her exhibit against loss or theft. Exhibitors are advised to take individual precautionary measures such as securing portable articles of value and removing such articles to a place of safekeeping after the exhibit hours.

11. SHOW CANCELLATION OR INTERRUPTION

If for any reason beyond NAWLA's control NAWLA determines that Traders Market must be shortened, delayed, dates changed (same calendar year), or otherwise altered or changed (collectively "Show Adjustment"), Exhibitor understands and agrees that NAWLA shall not refund any Exhibit Booth fees paid to it by Exhibitor. If for any reason beyond NAWLA's control NAWLA determines that Traders Market must be cancelled, Exhibitor understands and agrees that NAWLA shall apply the fees paid to it by Exhibitor to the same event occurring in the following calendar year. Further, Exhibitor understands that all losses and damages that it may suffer as a consequence of a Show Adjustment or cancellation are its responsibility and not that of NAWLA or its directors, officers, employees, agents or subcontractors. Except as otherwise provided for above, Exhibitor understands that it may lose all monies it has otherwise incurred for the Show, including travel to the Show, setup, lodging, decorator freight, employee wages, etc.

12. CARE OF BUILDING

Exhibitors will be held responsible for any damage caused by fastening displays or fixtures to the building floors, walls or columns or to standard booth equipment or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesives or any other coating to building columns and floors or to standard booth equipment.

13. EXHIBITOR LIABILITY, INDEMNIFICATION & INSURANCE

Exhibitor remains solely responsible for the safety of its personnel and property at all times during transit to and from the exhibit hall and within the exhibit hall. Show Management is not responsible for the

exhibitor's personnel and/or property or any loss thereto from any cause.

Exhibitor hereby waives and releases any claims or demand it may have against any of the show management by reason of injury, any damage or loss of any of its personnel or property. North American Wholesale Lumber Association (NAWLA) and the Convention Center are to be listed as additional insureds on a primary and noncontributory basis with respect to general/auto/umbrella liability. Exhibitor agrees that it will indemnify and hold Show Management harmless against all claims on account of injury was caused wholly or in part by any act or omission of exhibitor or any agents, employees, contractors, guests, licensees or invitees.

This indemnification of Show Management by exhibitor is effective unless such injury was caused by the sole negligence or gross negligence or willful misconduct of Show Management. If Show 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 SHOW MANAGEMENT BY REASON OF LITIGATION. NAWLA recommends that exhibitor obtain its own insurance at its expense for loss or damage to property or injury to persons.

14. SPECIAL REQUESTS

NO SMOKING POLICY – NAWLA's policy is No Smoking. Therefore, smoking is not allowed within the exhibit hall at any time including installation and dismantle. All exhibitors are required to obey local fire ordinances.

AUDIO-VISUALS – Audiovisual presentations must be arranged so that aisles are not blocked and must be presented in a sound-proof room.

COURTESY – The right and privileges of an exhibit shall not be infringed upon by any other exhibitor. Interviews, demonstrations, distribution of literature, etc. must be made from inside the exhibitor's booth. Exhibitors may not enter another exhibitor's booth or photograph/investigate another exhibitor's products at any time without the express permission of that exhibitor.

CANVASSING – Canvassing outside the booth is forbidden. Vendors and/or exhibitors may not distribute materials to other exhibitors at any time. All business must be conducted from within each exhibitor's booth.

CONDUCT – Unethical conduct or infraction of rules on part of the exhibitor or its representatives will subject the exhibitor or both to dismissal from the Expo. In this

event, it is agreed no refund shall be made by NAWLA.

MUSIC – Exhibitors are responsible for establishing any necessary license agreements for copyrighted music within the booth space or hospitality functions. Music has to be kept at a level so as not to disturb or interfere with the other exhibits.

PROMOTIONAL ACTIVITIES – Further, Exhibitor shall not engage in any promotional activities, which NAWLA determines to be outside the purpose and/or character of Traders Market as determined by NAWLA in its sole discretion.

15. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, Traders Market, NAWLA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "NAWLA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE NAWLA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT NAWLA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE NAWLA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY NAWLA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.