

CONSULTATION SUITES

Located in a quiet area of the Expo Hall, these meeting rooms provide areas to conduct sales appointments & presentations in a private office environment.

Consultation Suites are available on a rental basis for companies interested in private meetings or demonstrations for clients. Dimensions of Consultation Suites are 15'x15'. Consultation Suites will be available for use **during show hours ONLY**, November 12-14, 2021.

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

Consultation Suite (15' x 15')

Investment: \$8,000

Consultation Suites include the following:

- Fabric hardwall conference room (15' x 15') with lockable door
- 22" x 28" ID sign with Company Name and logo (*send logo to kneuharth@heexpo.com*)
- Standard aisle carpet & first night vacuuming
- One (1) standard electrical outlet
- Installation and dismantle labor
- Listing on Conference & Expo website
- Four (4) exhibitor badges per 15' x 15' suite
- All exhibitor privileges and accessibility to vendors
- Each suite receives: One (1) Table and Six (6) chairs set in a conference room style
- (NOTE: additional or custom furniture, catering, Internet, etc. must be ordered through the online exhibitor service manual.)

Company Name: _____

Address (No. P.O. Boxes, please): _____

City/State/Zip _____

Contact Name: _____ Contact Signature: _____

Telephone: _____ Fax: _____

Email: _____ Website: _____

PAYMENT METHOD: FULL PAYMENT DUE WITH ORDER

☐ **Check** (*make check payable to: NAR Expo*) **TOTAL Order:** _____

☐ **Credit Card** (*Check here to have invoice sent with online credit card payment information.*)

☐ **NAR Internal Transfer** (GL#: _____ / _____ / _____ / _____)

Remit signed form with payment to:

Fred Champagne
NAR Expo c/o Hall-Erickson, Inc.
98 E. Chicago Avenue, Suite 201
Westmont, IL 60559
Phone: 800.752.6312
E-mail: nar@heexpo.com

For Show Management Only:

Accepted By: _____
Date Received: _____
Suite Assignment: _____
Total Rental: _____
Amount Received: _____

2021 REALTORS® Conference & Expo • San Diego Convention Center • San Diego, CA • November 12 - 14, 2021

TERMS AND CONDITIONS

NAR or Show Management (as hereinafter defined) reserves the right to set and limit the hours of the Exhibition. The hours of the Exhibition will be included on the Conference website in advance by NAR.

1. APPLICATION AND ELIGIBILITY. The application for CONSULTATION SUITE space at the Exhibition must (i) be made on the printed form to which these Terms and Conditions are attached, (ii) contain the information as requested, and (iii) be executed by an individual who has the authority to act for the Exhibitor. NAR reserves the absolute right to decline any application for space for any reason, including without limitation if, in NAR's judgment, the products or services to be shown or demonstrated are not applicable to the real estate business, are inconsistent with the stated purposes of NAR or the interests and welfare of its members, or are unreasonably duplicative of services or products offered by or available from NAR or any of its affiliates or subsidiaries. NAR further reserves the right, in its sole discretion, to limit the types of companies and products represented at the Exhibition, to accept or reject applications, and to assign Consultation Suite space as it deems appropriate.

2. SUITE SIZE. CONSULTATION SUITE dimensions: 15'x15'.

3. ASSIGNMENT OF CONSULTATION SUITE SPACE. All space assignments will be made by NAR, in its sole discretion as applications and deposits are received and accepted; provided, however, that divisions, affiliates or subsidiaries of the NAR may be given preference in the allocation and assignment of booth space. Exhibitor may reserve unassigned booth space for up to ten (10) days upon receipt by NAR of a fully completed copy of this Contract, but no booth assignment will be made until the Contract and the full payment have been received by NAR. In addition, the following booth space assignment rules will apply:

- A) CONSULTATION SUITE assignments shall be made as soon as possible after receipt of a properly completed Contract and payment in full, and will be acknowledged by the NAR no later than 21 days thereafter.
- B) NAR reserves the right to make, change, and cancel all assignments as it deems appropriate.
- C.) NAR reserves the right to take into consideration the Exhibitor's prior participation in the Corporation's Conference & Trade Exhibitions when assigning CONSULTATION SUITE space.
- D.) NAR reserves the right to take into consideration the Exhibitor's prior compliance or non-compliance with the CONSULTATION SUITE Regulations promulgated by NAR from time to time.

4. EXHIBITION SPACE FLOOR PLAN. Every effort will be made by NAR to maintain the general configuration of the floor plan for the Exhibition. However, NAR reserves the right to modify the plan if necessary, as determined solely by NAR. NAR will provide written notice to any Exhibitor whose booth space is affected by any change in floor plan.

5. CONSULTATION SUITE PRICE. The price for exhibit space will be \$8,000 for 15'x15'.

6. EXHIBIT STAFF REGISTRATION & HOUSING INFORMATION: Children under 16 years of age are not allowed on the Exhibition floor unless accompanied by a guardian/parent. This rule applies to ALL attendees, guests, and Exhibitors. For reservations made prior to September 20, 2021: Registration of four representatives per 100 square feet of booth space purchased will be complimentary. There will be a \$10.00 charge for the registration of each additional booth representative that exceeds the 4 complimentary allotment. For reservations made on or after September 20, 2021, a \$10.00 service fee will be due for the registration of each representative of Exhibitor. Replacement badges will cost \$10.00 each.

NAR reserves the right, in its absolute discretion, to impose reasonable limitations on the number of Exhibitor's staff within a booth and encourages Exhibitors to obtain approval for the number of staff prior to the Exhibition. Exhibitor badges will entitle registered Exhibitor representatives admission to Exhibition hall only. Badges must be worn at all times in order to enter the Exhibition hall during set-up, show hours and teardown. Exhibitor staff, temporary help and set-up personnel must wear badges designated by NAR or the Official Contractor (as hereinafter defined). Exhibitor badges do not give admission to other Exhibition functions, nor are they transferable. Housing at NAR Conference Hotels is limited. Exhibitor agrees to occupy no more than twenty-five (25) rooms in any one NAR Conference Hotel. Exhibitor may reserve more than twenty-five (25) rooms if the block is shared among more than one hotel.

7. PAYMENT DATES. No CONSULTATION SUITE space will be assigned or guaranteed until NAR has received the total fee, along with the signed contract. Only those Exhibitors with a fully executed Contract and having made full payment by September 1, 2021 will be listed in the "Directory of Exhibits." Exhibitor expressly understands and agrees that all amounts paid hereunder will be first applied to any outstanding obligations due to NAR by Exhibitor, and then to the amounts due in accordance with this paragraph, that any resulting arrearages must be paid within the time limits stated herein, and that NAR will have the right to cancel this Contract if Exhibitor is or becomes in arrears with respect to any outstanding obligation due NAR.

8. EXHIBITOR REPUDIATION. If NAR receives such notice of the Exhibitor's repudiation after September 1, 2021, NAR will be entitled to retain the full CONSULTATION SUITE price as liquidated damages and not as penalty. Upon receipt of notice of Exhibitor's repudiation, NAR will be entitled to resell or reassign the Exhibitor's space. In the event that Exhibitor notifies NAR of Exhibitor's intent to decrease the total amount of CONSULTATION SUITE space represented on the signed Contract prior to September 1, 2021, NAR be entitled to retain fifty percent (50%) of the cost per unit as liquidated damages and not as a penalty. No refunds will be made for changes or cancellations made after September 1, 2021.

9. FORCE MAJEURE; CANCELLATION. Neither party will be deemed in default or otherwise liable for failing to perform its duties and obligations under this Contract if such party's inability to perform is caused by circumstances beyond the reasonable control of such party, including, without limitation, natural and other disasters or like Acts of God, failure of telecommunications facilities, curtailment of transportation, labor disputes, civil disturbance, war, terrorism, health threats to the general public, travel advisories issued by the U.S. Department of State, the Federal Centers for Disease Control and Prevention, or World Health Organization, nor are they transferable. Housing at NAR Conference Hotels is limited. Exhibitor agrees to occupy no more than twenty-five (25) rooms in any one NAR Conference Hotel. Exhibitor may reserve more than twenty-five (25) rooms if the block is shared among more than one hotel.

Moreover, NAR may immediately terminate this Contract if NAR believes, in good faith, that the Force Majeure Event will have a material adverse impact on the Exhibition or presents a high level of danger to its attendees (e.g., that the Department of Homeland Security has issued an Imminent Threat Alert). In the event of early termination due to a Force Majeure Event, NAR, at NAR's election, will either (i) refund any deposit paid through the date of termination by Exhibitor, or (ii) credit any deposit paid through the date of termination to a future conference or exhibition that Exhibitor will attend in the following calendar year, in each case less expenses incurred by NAR to the date of the termination after proration of the expenses among all Exhibitors, and NAR will have no further liability for damages or compensation of any kind.

Additionally, NAR reserves the absolute right to immediately terminate this Contract if, in NAR's judgment, the Exhibitor company's messaging, practices, or the products or services to be shown or demonstrated are: (a) inconsistent with the stated purposes of NAR or the interests and welfare of its members, (b) unreasonably duplicative of services or products offered by or available from NAR or any of its affiliates, subsidiaries, affiliated societies, institutes or councils, or any entity that NAR otherwise holds an interest in; (c) inconsistent with the description of products identified on the front of the application; or (d) otherwise deviate from the policies and company messaging of NAR. If at any time, including after the commencement of the Exhibition, a legal dispute arises between NAR and Exhibitor, NAR reserves the absolute right to terminate this Contract immediately. Misuse of NAR's trademark or other intellectual property rights by Exhibitor will be an immediate grounds for termination by NAR. If NAR exercises its right to terminate under any of the above scenarios, payments made hereunder by Exhibitor will be refunded in full to Exhibitor, less any costs incurred by NAR under this Contract, and neither party will have any further liability or obligations to the other hereunder, except for those terms which expressly survive expiration or termination of this Contract. If at any time, including after the commencement of the Exhibition, Exhibitor engages in any illegal or unethical activity, NAR reserves the absolute right to terminate this Contract immediately, and Exhibitor hereby waives and holds NAR harmless from any claim for refund of the booth space or other damages arising out of such termination.

10. INSTALLATION OF EXHIBITS. The Exhibition hall will become available for display set-up on Tuesday, Nov. 9, from 8:00 a.m. - 5:00 p.m., Wednesday, Nov. 10, from 8:00 a.m. - 5:00 p.m, Thursday, Nov. 11, from 8:00 a.m. - 5:00 p.m., and on Friday, Nov. 12, from 8:00 a.m. - 11:00 a.m. Full maintenance and installation crews will be on duty. All Exhibitors must be fully set up and ready by 11:00 a.m. on Friday, Nov 12th. NAR reserves the right to set up Exhibitor's booth at Exhibitor's expense if Exhibitor fails to complete its setup by 11:00 a.m. on Friday, Nov 12th.

11. DISMANTLING AND REMOVAL OF EXHIBITS. Exhibitor will remove its products and belongings from its booth space only between 5:00 p.m. and 10:00 p.m. on Sunday, Nov. 14, and between 8:00 a.m. and 6:00 p.m. on Monday, Nov. 15. All Exhibitor displays or materials left in the hall after 6:00 p.m. on Monday, Nov. 15 will be packed and shipped at the discretion of the show management to be identified by NAR ("Show Management") and all applicable service charges will be applied to the Exhibitor of record. IN NO CASE WILL DISMANTLING BE ALLOWED BEFORE 5:00 p.m., SUNDAY, Nov. 14, 2021. GLOBAL PAVILION BOOTH must be staffed during all Exhibition hours and Exhibitor will not be permitted to dismantle or to begin to dismantle prior to the end of the Exhibition on Sunday, November 14, 2021 at 5:00 p.m. If Exhibitor violates this regulation, it may lose priority points for future booth assignments or may be denied booth space in future trade exhibitions.

12. BOOTH, FURNISHINGS, EQUIPMENT, AND SERVICE. Corporation will provide a uniform style CONSULTATION SUITE, 15'x15' and fabric panels with carpeting and first night vacuuming. 22'x28" sign with company name or logo, installation and dismantle labor, one standard electrical outlet, one table and six chairs.

13. ADDITIONAL EXHIBITOR SERVICES. Additional services, including, without limitation, display rental, additional decorating, furniture rental, cleaning, photography, floral, electrical, television, audiovisual service, drayage information and displacement labor, may be requested by Exhibitor from NAR. An Exhibitor's Service Manual will be available online to all Exhibitors, approximately 60 days in advance of the Exhibition, outlining the available additional services, the deadline for advising NAR of Exhibitor's desire to obtain an additional service, and the costs for each additional service. All additional services will be requested by Exhibitor through the official conference contract ("Official Contractor"), who will be identified in the Exhibitor's Service Manual.

14. INSURANCE. Fire, loss, theft and personal liability insurance issued by an insurance company with an A.M. Best rating of A- or higher must be procured by the Exhibitor at its own expense. NAR reserves the right to request proof of insurance at any time during the fourteen days (14) prior to the Exhibition and at any time after its inception. If proof of insurance is not produced to NAR within three (3) business days of such request, NAR may cancel this Contract and retain all fees and deposits, and Exhibitor hereby waives any claim for refund thereof or other damages arising out of such termination. Standard insurance limits required by NAR are (1) comprehensive general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage; and (2) umbrella insurance in the amount of \$1,000,000. If Exhibitor does not carry insurance or does not carry the requisite insurance limits, a waiver must be obtained from NAR. All waivers are granted on a limited, independent basis in the sole discretion of NAR.

Neither the Exhibition facility, NAR, nor the Official Contractor will be responsible for loss or damage to any property in storage, in transit to or from the Exhibition building, while in Exhibition building or for any loss of income as a result of any reduced sales due to such loss or damage. All property of the Exhibitor is deemed to remain under the Exhibitor's custody and control in storage, in transit to, from or within the confines of the Exhibition hall even though it may at times be under the temporary control of NAR or the Official Contractor. NAR provides no insurance coverage for Exhibitor's property and is not responsible for any loss of that property regardless of the cause. The terms of this Section 14 will survive the expiration or earlier termination of this Contract.

15. SHIPPING INSTRUCTIONS. Information on shipping methods and rates will be available online in the Exhibitor's Service Manual. The Exhibitor will ship, at its own risk and expenses, all articles to be exhibited in its booth. The Official Contractor will provide temporary storage for incoming freight, delivery to booth, removal, storage and return of empty crates and removal of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments must include the Exhibitor's name and booth number(s). Neither NAR nor Official Contractor will be liable for any loss or damage to any property handled by NAR or Official Contractor under the terms of this Section 15.

16. CONTRACTOR AND LABOR COORDINATION. The Official Contractor will have control of all inbound and outbound freight to prevent congestion in the loading and unloading areas, in the aisles and in any freight traffic area. The Official Contractor will have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly set-up, management and dismantling of the Exhibition. It is highly recommended that Exhibitor utilize the labor services of the Official Contractor to set up and dismantle its booth. If Exhibitor decides to use another contractor for these purposes, Exhibitor must provide written notification to NAR and the Official Contractor, at least 60 days prior to Exhibition set-up, of the contractor chosen by Exhibitor, along with proof of adequate liability insurance of the contractor. Booth number, name of Exhibitor and identification of the outside contractor must be included in Exhibitor's written notification.

17. FIRE REGULATIONS: SPECIAL REQUIREMENTS: NOTE: The San Diego Convention Center (SDCC) is a non-smoking facility. Smoking of any tobacco product or electronic cigarette ("e-cigarettes") is NOT allowed in the building at any time. There are designated areas outside the building where smoking is permitted. Exhibitors must adhere to all Exhibitor Policies outlined by the SDCC, found on their website. These include, without limitation:

- A) All display materials must be flame retardant according to California fire codes. A fire-retardant certificate of the display materials and the exhibitor booth construction must be posted or readily available within the exhibit.
- B) The use of welding equipment, open flames, decorative candles or smoke emitting devices or material is prohibited. Exceptions may be made with prior approval by the Fire Marshal.

C) If smoke detectors are required for exhibit enclosures or for multi-level exhibit booths, or if the Fire Marshal deems necessary, special fire watch coverage will be in effect and billable when the exhibit or show is closed for business.

D) All vehicles must meet Fire Marshal approval for display and location. Vehicles on display must adhere to the following rules: No more than one-quarter tank of gas or five gallons, whichever is less; a locking gas cap or tape over the gas cap; batteries shall be disconnected in an approved manner; a drip pan under the vehicle's drive train (motor to differential); vehicles shall not be moved during show hours; refueling is prohibited in the facility, on the docks and outside premises; disconnect the battery for staging electric vehicles; floor plans must indicate where vehicles are to be located; electric vehicles must have their battery disconnected once placed in position (if unable to disconnect the battery due to battery location, then the ignition fuse must be removed); electric vehicles are at no time allowed to be turned on during event hours.

E) Fire extinguishers, fire protection valves and fire hose cabinets must be kept clear at all times.

F.) Exits, entrances, air supply vents, ramps, sidewalks, hallways, stairways, elevators, escalators and aisleways must be kept clear at all times. Exit signs must be kept visible at all times

18. SOUND/MUSIC/LICENSING. In general, Exhibitors may use sound equipment in their booth as long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other devices must be positioned so as to direct sound into the booth rather than into the aisle. SOUND and NOISE MAY NOT EXCEED 80 DECIBELS. SPECIAL WARNING: If the noise level is still disruptive after Show Management warnings, Exhibitor's equipment responsible for the noise violation will be disconnected/removed for the duration of the Exhibition.

A) In the event Exhibitor plays recorded music in its assigned booth, Exhibitor warrants that it will have obtained appropriate licenses and the authority to use such copyrighted music, and that it will comply with all terms and conditions of said licenses. Exhibitor will not have any live musical performances at its booth.

B) Exhibitor warrants further that it is the sole owner of all copyrighted materials appearing in its booth space, or in the alternative, that it has obtained appropriate licenses to display such materials.

C) Exhibitor agrees to defend, indemnify, save and hold NAR, its officers, directors, representatives, members, contractors, employees and agents harmless from and against all claims, liabilities, damages, causes of action, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, brought against NAR arising out of (i) any alleged breach of the warranties made in this paragraph, and (ii) any other claim that activity by Exhibitor breaches the intellectual property rights of any third party. This section will survive the expiration or termination of this Contract. This section 18 will survive the expiration or termination of this Contract.

19. SECURITY. Guard service will be provided by NAR at the Exhibition on a 24-hour basis from move-in through move-out. Reasonable precautions will be taken to protect property, but NAR cannot and does not insure the safety of persons or the protection of property. NAR will not be liable for any loss or damage to person or property hereunder.

20. LIABILITY FOR DAMAGES OR LOSS OF PROPERTY. Notwithstanding the guard service provided by NAR for purposes of general security in the Exhibition premises, Exhibitor will protect, indemnify and hold harmless NAR and its members, officers, directors, employees and agents, the San Diego Convention Center and the Official Contractor (collectively, the "Indemnitees") from any and all liability, loss, damage, claim, cause of action, cost or expense including, without limitation, court costs and attorneys' fees by reason of any injury or injuries sustained by any persons or property or loss of property or income which might be derived therefrom occurring in or about the Exhibition premises or entrances thereto or exits therefrom, including, without limitation, those caused by or resulting from (a) Exhibitor's breach of the terms and conditions of this Contract, or (b) the negligence or willful misconduct of Exhibitor, its staff, employees, agents or contractors. Indemnitees will not be responsible or liable for any injury, loss, damage or to any property or person brought in by the Exhibitor or otherwise located in the Exhibition premises. This section will survive the expiration or termination of this Contract.

21. UNACCEPTABLE EXHIBITS. The Exhibitor will not utilize any displays which NAR determines, in its absolute discretion, would endanger the person or property of the attendees or of Exhibitor or any other exhibitors at the Exhibition, are in bad taste, are liable to discredit or subject NAR to criticism or legal liability, are inconsistent with the stated purposes of NAR or the interest and welfare of its members, are inimical to the property rights of NAR, or violate any other provisions of this Contract. In the event NAR determines at any time that any exhibit may or does violate this paragraph and the Exhibitor is unable or unwilling to cure or correct such violation, NAR may terminate this Contract immediately and prevent erection of the exhibit or may remove or cause the exhibit to be removed at Exhibitor's expense, and Exhibitor hereby waives any claim for refund of the exhibit booth fee or other damages arising out of such termination and/or exhibit removal. If Exhibitor is uncertain whether an exhibit is in compliance with all regulations and requirements, contact NAR in advance.

22. SOCIAL FUNCTIONS/SUITCASING/OUTBOARDING. Exhibitor may only conduct social functions which do not conflict with scheduled programs or activities of the Exhibition. Exhibitor will not conduct or sponsor any banquet, breakfast, luncheon, party or other function for attendees, or for those who have been invited to attend the Exhibition during published Exhibition hours, without the prior written approval of NAR. Exhibitors and non-exhibitors who solicit in the aisles, or anywhere else on the Exhibition property outside the exhibit hall, or support any event within the venue that is hosted by a non-exhibiting supplier, without NAR's approval, may be subject to penalties that include, without limitation, cancellation/closure of Exhibitor's exhibit space from the Exhibition without refund, loss of space selection priority points, and/or denial of Exhibitor's application for exhibition space for the next two (2) years. Non-exhibitors will be asked to leave the Exhibition, without refund of any monies paid, and will not be allowed to attend the event for two (2) years from the year of the infraction.

23. FAILURE TO OCCUPY SPACE. Any CONSULTATION SUITE not occupied at the San Diego Convention Center by 12:00 noon, Friday, November 12, 2021, will be forfeited by the Exhibitor, and such space may be resold, reassigned, or used by NAR without refund, unless a written request for delayed occupancy has been received and approved in writing in advance by NAR. Failure to notify NAR in writing of any cancellation prior to 12:00 noon, Friday, November 12, 2021, may be cause for denial of exhibit space in future trade exhibitions. Upon any such cancellation, NAR will retain any deposits previously made.

24. SUBLETTING CONSULTATION SUITE SPACE AND ARTICLES OF EXHIBIT. Exhibitor may not assign, sublet, or apportion all or any part of its contracted CONSULTATION SUITE space, nor may Exhibitor cause or permit the advertisement, display, promotion, sales or marketing of products or services in its CONSULTATION SUITE other than those manufactured, distributed or sold by the Exhibitor in the regular course of business and identified in this contract. Exhibitor may change, add or delete a product or service to be displayed in its CONSULTATION SUITE only with the NAR's permission, which shall not be given without eight weeks prior written notice to NAR of such change.

25. ADVERTISING MATERIAL. The Exhibitor agrees that the use or distribution of any advertising materials or souvenirs during the Exhibition will be subject to prior written approval of NAR. Except as otherwise provided, NAR will not endorse, support or be liable for the claims made by the Exhibitor as to the qualities or merits of its products or services, and no advertising or mention will indicate, claim or suggest such endorsement or support. All hand-outs must be distributed from within the CONSULTATION SUITE. The terms of this section will survive the expiration or earlier termination of this Contract. See also Paragraph 28 hereof concerning registered trademarks owned by NAR.

26. PROMOTIONS, MODELS, LITERATURE AND PROMOTIONAL ITEMS DISTRIBUTION. Uniformed attendants, costumed staff, models and other employees must be dressed in good taste and remain in booth space occupied by their employers. In addition, robots and remote-controlled equipment must remain in the booth space occupied by their owner. Logo apparel is permissible on staff; however anything beyond a logo or company name, such as a marketing message or wearable billboard advertisement, that extends outside of Exhibitor's rented booth space must be covered. Any and all distribution of literature or other promotional items must be made from the Exhibitor's rented booth space and no distribution is to be made to the individual booths of other exhibitors. Furthermore, exhibiting trade publishers are prohibited from soliciting advertising in the Exhibition aisles. They may distribute their own trade publications from Exhibitors' rented booth space.

27. REALTOR® MARKS. Exhibitor hereby acknowledges that NAR is the sole and exclusive owner of the trademark rights in the collective membership marks REALTOR®, REALTORS®, REALTOR-ASSOCIATE®, National Association of REALTORS®, the REALTORS® Logo, and the Conference Theme and Graphic (collectively, "NAR Marks"). Exhibitor will endeavor to ensure that the NAR Marks are used, both in written and oral form, only in accordance with the policies and guidelines of NAR relating to such use and, further, that the NAR Marks will never be used interchangeably with 'real estate agent' or 'real estate broker' or in any context that suggests that a person may be a REALTOR® without reference to membership status in NAR. Exhibitor will not use or attempt to use or register any of the NAR Marks as part of any domain name or web site name. Exhibitor will not, either in written or oral form, use the NAR Marks or any marks similar thereto, or any other marks owned by NAR or its affiliates or subsidiaries, without the advance written permission of NAR. Exhibitor will review and follow the NAR trademark policies and guidelines located at: <https://www.nar.realtor/mmm>. Exhibitor will cease any use or modify any use of the NAR Marks upon request by NAR. This Section will survive expiration or termination of this Contract.

28. FUNCTION SPACE Exhibitor agrees the San Diego Convention Center WILL NOT provide and Exhibitor WILL NOT seek space from the San Diego Convention Center for display or exhibition purposes other than that provided by NAR under this Contract. No display or exhibition space will be available at any other hotel. Exhibitor's use of hospitality rooms will be subject to prescribed regulations and will not be allowed during Exhibition business sessions. Any space request for group functions on an individual basis must be coordinated with NAR through its Conference Division 312/329-8324. All requests must be received prior to September 4, 2021.

29. MISCELLANEOUS. The Exhibitor expressly agrees to be bound by all the terms, conditions and specification herein listed and by the Booth Regulations established by NAR and as from time to time thereafter modified, and expressly agrees that this Contract contains the entire agreement between the parties hereto and supercedes any prior agreement, written or oral. This Contract will be interpreted under the laws of the United States and the State of Illinois. Any dispute arising out of or relating to this Contract will be filed and adjudicated in the appropriate Federal or State Court located in Cook County, Illinois.

30. RESERVATION OF RIGHT TO MAKE CHANGES. Any matters not specifically covered herein are subject to decision by NAR. NAR reserves the right to make such changes, amendments and additions to these terms as are considered advisable for the proper conduct of the Exhibition, with the provision that Exhibitor will be advised in writing of such change.

31. SEVERABILITY. In the event that any of the provisions of this Contract are held to be unenforceable by a court or arbitrator, the remaining portions of this Contract will remain in full force and effect, but only to the extent that giving effect to the remaining provisions hereof is in accordance with the intent of the parties. The terms of this section will survive the expiration or earlier termination of this Contract.

32. NO WAIVER OF RIGHTS. All waivers must be made in writing, and failure at any time to require the other party's performance of any obligation under this Contract will not affect the right subsequently to require performance of that obligation. No waiver or any breach of any provision of this Contract will be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision. The terms of this section will survive the expiration or earlier termination of this Contract.

33. RELATIONSHIP BETWEEN THE PARTIES. The parties to this Contract are independent contractors, and this Contract will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

34. EXECUTION. This Contract may be signed in counterparts, and a signature sent by facsimile or e-mail will have the same effect as an original signature.