



STUDENT HOUSING CONFERENCE & EXPOSITION

MARCH 3-5, 2014 | ARIA RESORT | LAS VEGAS

2014 EXHIBIT BOOTH CONTRACT

PART 1. EXHIBITOR INFORMATION

TO EXHIBIT

Please complete and return this contract to NAA. Signed contract and full payment must be received before booth space is assigned.

RETURN CONTRACT AND PAYMENT TO

Sales Department
NAA Education Conference & Expo
4300 Wilson Blvd.
Suite 400
Arlington, VA 22203
Fax: 703/248-9441
Email: sales@naahq.org

Show management will notify you of your booth assignment by email. Booths will not be assigned until payment is received in full. All assignments are made according to the order in which the contracts are received. Contracts must be accompanied by 100% payment and completed in full to be processed.

WOULD YOU LIKE MORE INFORMATION?

- Advertising in Program Guide
- Sponsorship Opportunities
- Listing Upgrades
- National Suppliers Council
- units magazine ads

HOW DID YOU HEAR ABOUT US?

- Previous Exhibitor
- NAA Email Marketing
- Referral
- Other _____

FOR NAA USE ONLY

Amount Paid _____
Invoice # _____
ID # _____
Date: _____
Booth # _____
Notes _____

Company Name (as you wish it to appear in promotional materials) _____

Primary Contact for Exhibit Information _____

Title _____

Address (street address only) _____

City _____

State _____

ZIP _____

Phone (include area code) _____

Fax _____

Email Address _____

Types of Products/Services to be Displayed _____

PART 2. BOOTH SELECTION

Booths may be purchased in increments of 10'x10' / 100 sq. ft. of space. Prices listed are for a 10'x10' / 100 sq. feet of space. Each exhibiting company receives three (3) complimentary booth personnel badges per 10'x10' booth space; access to exhibit hall, discounts on full conference exhibitor registration badges, access to purchase attendee list, a basic online My Show Planner and Program & Exhibitor Guide company listing, and marketing tools. Inline Booths, 10'x10' to 10'x30', will receive 8' high back walls, 3' high side walls and a complimentary company sign.

BOOTH RATES

Member Rate: \$1,800 per 10' x 10' / 100 sq. ft. of space

Non-Member Rate: \$2,800 per 10' x 10' / 100 sq. ft. of space

BOOTH SIZE

_____ 10' x 10' (100 sq. ft.) _____ 10' x 20' (200 sq. ft.) _____ Other _____

BOOTH LOCATION PREFERENCE

1st Choice _____ 2nd Choice _____ 3rd Choice _____

Please Note all preferences are considered but not guaranteed. Please try not to assign our booth near the following companies:

PART 3. CONTRACT AGREEMENT

Signature on contract signifies that the company representative has read and agrees to the 2014 NAA Student Housing Conference & Exposition Show Rules & Regulations (on the back of this contract) and is an authorized representative for the exhibiting company.

Signature _____ Date _____

Print Name _____

(Please initial and submit Show Rules & Regulations with Contract)

PART 4. PAYMENT INFORMATION

Total Amount _____

Check # _____ (Payable to NAA Student Housing Conference & Exposition)

Visa MasterCard AMEX

Credit Card # _____ Exp. Date _____

Name as it appears on card (Please print) _____

Signature _____

(All payments will be applied first to outstanding NAA obligations, then toward booth space. NAA reserves the right to use credit card to satisfy outstanding obligations.)

THE 2014 NAA STUDENT HOUSING CONFERENCE & EXPOSITION RULES AND REGULATIONS

1. Contract for Space. The Exhibit Booth Contract, the formal notice of space assignment by the National Apartment Association (NAA), hereinafter referred to as Show Management. These Rules and Regulations and any subsequent rules and regulations adopted by NAA with regard to the 2014 NAA Student Housing Conference & Exposition constitute a contract for the right to exhibit at the 2014 NAA Student Housing Conference & Exposition. All matters regarding these Rules and Regulations and exhibitor's compliance therewith shall be determined by Show Management in its sole and absolute discretion.

2. Definitions

As used herein:

"Exhibitor" collectively shall mean the entity or individual that applied for exhibit space and each of its officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.

"Exposition" shall mean the 2014 NAA Student Housing Conference & Exposition.

"Facility" shall mean ARIA Resort & Casino.

"NAA" and/or "Show Management" shall mean the National Apartment Association, which owns, produces and manages the Exposition.

"NSC" shall mean the National Suppliers Council.

3. Cost of Space. Charges for assigned space, identified in this contract and shown on the official plans, will be as follows: Booths may be purchased in increments of 10'x10' / 100 sq. feet of space. Prices listed are for a 10'x10' / 100 sq. feet of carpeted space.

- Member rate \$1,800
- Non-member rate \$2,800.

4. Service Provided. In exchange for payment in full for the booth (s) contracted by the exhibitor, Show Management will provide the following: Two (2) complimentary booth personnel badges per 10'x10' booth space; access to general sessions (not including luncheon) and Welcome Reception, discount on full conference registration badges, access to purchase the attendee mailing list, a basic online and program guide company listing, and marketing tools. Inline booths, 10'x10' to 10'x30', will receive a 8' high back walls, 3' side walls and a complimentary company sign. Please note: The exhibit floor will be in the ballroom which is carpeted. Furnishings, internet, and other utilities are not included in the booth fee unless otherwise noted.

5. Payment for Space. All booth space requires a 100% payment to accompany the Exhibit Booth Contract. Exhibit booths will not be assigned until full payment for space has been received by Show Management. All monies paid shall be retained by NAA. In the event the Exhibitor fails to fulfill or violates its contract, or withdraws from the NAA Exposition, the respective booth space shall immediately revert to Show Management.

6. Cancellation of Booth Space.

Any withdrawal of Contract for exhibit space, cancellation of exhibit space or reduction in size of exhibit space must be made in writing to Show Management.

If Exhibitor withdraws contract, or reduces/cancels exhibit space, it shall forfeit all monies paid and all rights in and to the use of any contracted exhibit space. In such case, Exhibitor shall have no right to a listing in the Official Program Guide, exhibitor badges, or exhibitor hotel rooms. Show Management shall have the right to dispose of the released space in such a way as it may consider in its interests (including re-sale of such exhibit space) without any liability on the part of Show Management.

THERE WILL BE NO REFUNDS WHATSOEVER.

7. Booth Assignment/Confirmation. Booth assignment will be made available to the National Suppliers Council (NSC) members based on longevity of membership and years of NAA Exhibit participation; all other companies receive second choice based on a first-come, first-serve basis. All spaces will be confirmed upon receipt by Show Management of a signed Exhibit Booth Contract, payment in full, and written notification from Show Management to a company representative of actual booth assignment. Due to the great number of companies exhibiting similar or related product lines, Show Management cannot guarantee that a company exhibiting similar products (including a competitor of Exhibitor) will not be located in a nearby or adjoining booth space.

8. Adjust Booth Assignment. Show Management reserves the right to change the floor plan (including, but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or to provide, in its exclusive judgement, a safer, more satisfactory, attractive and successful Exposition.

9. Exhibitor Listing/Photographs. By participating in the Exposition, Exhibitor grants to Show Management a perpetual, fully-paid, non-exclusive license to use, reproduce, and display its name, trade name(s) of its product(s) and service(s) in any directory or other listing of Exposition exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall Show Management be liable for any errors or for the omission of Exhibitor from any directory or other listing. Exhibitor agrees that Show Management may photograph or video record Exhibitor's exhibit and workers, before and during the Exposition and may use the same for promotional purposes. Exhibitor warrants that it owns all intellectual property that it will use at the Exposition or that it otherwise has the legal right to use the intellectual property, pursuant to a valid license agreement.

10. Move-in/Move-out. Time periods, deadlines, and restrictions for move-in and move-out of exhibit areas shall be determined by Show Management in its sole discretion and all exhibitors shall be given adequate notice thereof.

All exhibit/displays must remain staffed and fully intact until the end of the trade show. Premature dismantling of and/or failure to fully staff said space during the entire Exposition will not be able to purchase booth space at the discounted rate and will be penalized by Show Management at any future Expositions.

11. Exhibit Hours. Expo Hours will be determined and posted by NAA prior to show date. (Hours may be changed at any time at the discretion of Show Management.)

12. Character of Exhibits. To exhibit only products manufactured or distributed by the Exhibitor in the regular course of its business, comprising materials, equipment, apparatus, systems, services, and other component products pertinent to the multi-family housing industry. Exhibitors shall submit both design and promotional activity to Show Management for approval at least 90 days prior to show date. Show Management reserves the right to decline any exhibit, exhibitor or proposed exhibit, which in its sole discretion is not suitable for the Show. This reservation concerns persons, things, conduct, printed matter, souvenirs, catalogs and all other things, which affect the character of the Show. Exhibitors only have the right to distribute catalogs, souvenirs and all other matter from the space occupied by them.

13. Exhibit Specification. The height of display shall be limited to the height of the 8-foot curtain backdrop. Exhibitors shall limit the height of the display material at the sides to 36 inches, from the front of their exhibit to a depth of 5 feet. Show Management must approve in writing any display that exceeds these specifications. Unfinished sides left exposed shall be draped or

finished at the expense of the exhibitor. No exhibit shall be allowed to project into the aisle beyond the space assigned. Exhibit booth displays in the Show requiring height clearance, beyond the previous standard height dimensions must have written approval from the Show Management. These enlarged displays are encouraged and will be allowed in specific areas of the Show floor. Proposals for such displays must be presented in writing for approval prior to show set-up time. Island booths cannot be enclosed, obstructing the line of vision of booths around it.

14. Exhibit Rules and Regulations

In order to provide a well-balanced, well-regulated, attractive, and successful Exposition, no exceptions to the following rules will be permitted. Show Management shall enforce strict compliance with these Rules and Regulations.

(a) Exhibitor shall not in any manner indicate that an NAA endorsement or approval of Exhibitor's product(s) or service(s) has been given by NAA merely because NAA has allowed such product(s) or service(s) or literature to be displayed at its exposition; this includes but is not limited to the use of the NAA, or 2014 NAA Student Housing Conference & Exposition Show logo.

(b) No portion of a rear or side wall facing Exhibitor's neighbors may display any company name, logos, or any other advertising

(c) Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.

(d) Children under 18 years of age are not permitted on show floor at any time. This rule applies during Setup, Show and Dismantle times. All persons 18 years old or older must be fully registered.

(e) Tacking, posting, taping or nailing signs, banners, etc. to any permanent walls or woodwork will not be permitted. Any damage to the exhibit hall by Exhibitors or their employees or agents shall be paid for by the Exhibitor causing such damage.

(f) No visual or audio recording or transmission of the 2014 NAA Student Housing Conference & Exposition may be made by or on behalf of the Exhibitor without the prior written consent at least 30 days prior to show date, of NAA and the hotel and/or convention center.

(g) Exhibitors shall not perform or play/broadcast any music during the 2014 NAA Student Housing Conference & Exposition without written consent from Show Management.

(h) Show Management reserves the right to regulate the volume on any and all loudspeakers; radios, television sets and/or musical instruments during exhibit hours.

(i) Only one company is permitted to occupy each booth space. More than one company is not permitted to purchase a booth together. No exhibitor shall assign, sublet or apportion the whole or any portion of the allotted booth, nor exhibit therein any literature or display other than that produced or distributed by the Exhibitor in the regular course of his/her business. Exhibitor personnel must be representative(s) of the contracting company. Contracting company must be company exhibiting. Companies with separate divisions operating under different names must purchase separate booths. Exhibitors may promote their product service lines notwithstanding the fact that those product services may be manufactured by other companies.

(j) NSC companies with separate divisions operating under names other than NSC member name will not receive NSC member benefits in any capacity. NSC companies with separate divisions operating under names other than NSC member name may not use the NSC status when selecting booth space for separate divisions.

(k) Firms and representatives of firms not assigned exhibit space are prohibited from soliciting business in any form, including but

not limited to handing out business cards or promotional material in the exhibition area. Violators of this prohibition will be promptly ejected from the show without refund.

(l) Admission to the Exposition will be available to all registered attendees. Move-in and Move-out times will be by Exhibitor registration badges only and all exhibitor personnel must abide by established registration fee and/or policy requirements of the Exposition. Show Management makes reasonable attempts to attract qualified attendees to the Exposition, but does not guarantee specific volumes or levels of attendees

(m) The use of any public area outside of the exhibit area for the display of products and/or services or demonstrations or the distribution of circulars, samples or other material is strictly prohibited.

(n) Exhibitor shall not use or permit the exhibit area to be used in conflict with any law, ordinance, rule or regulation of any governmental authority; in any manner which constitutes waste or nuisance; or any manner which causes injury to the Hotel and/or Convention Center.

15. Breach. If this contract is breached by the Exhibitor, exhibitor will not be permitted to exhibit and will be subject to eviction without refund. No waiver of any breach of these rules shall be held to be a waiver of any subsequent breach.

16. Staffing of Exhibit Space

Distribution of literature is specifically allowed from the exhibitors' booths space. Exhibitors may staff their booth(s) with a maximum of three people permitted per 100 square feet of booth space. Exhibitors are encouraged to make displays educational and communicative. Distribution of literature, demonstrations, explanations, sales talks, negotiations and registration of prospects are specifically allowed within contracted space, as well as actual sales on the floor and taking of orders/sales for future delivery. Exhibitors are prohibited from soliciting customers in other exhibitors' booths, in the aisle(s) immediately in front of their booth(s) or in any other areas of the Show, e.g. front door. Badges allow access to the show floor and general sessions only. Exhibitor Full Conference Badges or individual ticketed events must be purchased to attend breakout sessions and special events. Name Changes or substitutions are subject to a fee. No exhibitor shall attempt to subvert this rule by introducing additional representatives to the show. NAA reserves the right to exclude from the Exposition and/or the conference, without any refund or reimbursement, any Exhibitor, its employees, independent contractors, and agents of every kind, who breach this contract, behave inappropriately at conference functions or in the Exposition, act inappropriately towards NAA staff or other exhibitors, violate the law, misrepresent his or her products or services, or otherwise bring discredit upon the conference or NAA. Any such conduct shall constitute a material breach of this contract and will not be able to exhibit at future NAA Conference & Expositions for the next two (2) years.

17. Exposition Policy/ No "Suitcasing".

***Suitcasing:** is the act of soliciting business in the aisles during the exhibition or in other public spaces, including another company's booth or hotel lobby.

Please note that while all meeting attendees are invited to the Exposition, any attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exposition Policy, will be asked to leave immediately. Please report any violations you may 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 exposition floor and at other events. Show Management must be informed of any hospitality suites, and expressed consent must be received prior to the event.

18. Floor Marshals. The NAA has the right to appoint Floor Marshals to enforce the rules and regulations enumerated in this contract. Floor marshal warnings are considered Show Management warnings. Exhibiting companies may be ejected from the floor. Warnings may be verbal or written.

19. Meetings, Hospitality Rooms & Sponsorship. No exhibitor shall hold any meetings or events that conflict with the 2014 NAA Student Housing Conference & Exposition. All hospitality rooms must be cleared in writing and approved by Show Management. Hospitality rooms must adhere to hours for opening established by Show Management. Hospitality Rooms and Sponsorship opportunities are available to 2014 NAA Student Housing Conference & Exposition Exhibitors prior to the 2014 NAA Student Housing Conference & Exposition.

20. Union Rules. Exhibitors are expected to comply with the union requirements in effect for the location of the 2014 NAA Student Housing Conference & Exposition. Additional information from the decorator will be included in the Exhibitor Service Manual.

21. Labor. Exhibitors agree that labor used in erecting their booths shall not cause stoppage or injury to 2014 NAA Student Housing Conference & Exposition or any other visitor.

22. Guard Service. Although guard service will be provided and no unauthorized persons will be permitted in the exhibit areas after hours, 2014 NAA Student Housing Conference & Exposition will not assume responsibility for damage to, loss or theft of property of the exhibitor, the exhibitor's agents, employees or guests. Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.

23. Liability. Exhibitor hereby assumes responsibility for and agrees to indemnify, save and hold harmless, NAA, the Hotel and Convention Center, and their managers, officers, directors, members, sponsors, employees, agents, Successors and assigns from and against any loss, damage, claim, including a breach of these rules and regulations, liability and expense (including reasonable attorneys' fees), including personal injury, including death resulting therefrom, or property damage or loss, arising out of or in connection with Exhibitor's participation in the 2014 NAA Student Housing Conference & Exposition, except exhibitor is not responsible to an indemnity for the indemnity's gross negligence or willful misconduct. Exhibitor understands that neither NAA, nor the Hotel or Convention Center, maintains insurance covering exhibitors' property and it is the sole responsibility of the exhibitor to obtain such insurance. The individual Exhibitor must obtain insurance and a record of Certificates of Insurance must be submitted to Show Management at the NAA office two months prior to the 2014 NAA Student Housing Conference & Exposition. Decorating company limits of liability are described in the Exhibitor Service Manual.

24. Americans with Disabilities Act. Exhibitor agrees to comply with all applicable provisions of the Americans with Disabilities Act (the ADA) and shall indemnify NAA, their officers, directors, members, employees and agents from and against any loss, damage, claim, liability and expense (including reasonable attorneys' fees) resulting from or arising out of exhibitor's failure

to comply with the provisions of the NAA and allegations of exhibitor's failure to comply with provisions of the ADA.

25. Force Majeure/Show Cancellation.

If an events, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, floor or explosion; war, disaster, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, or other emergency, make it impossible, illegal or otherwise inadvisable for Show Management or the Facility to provide the facilities or services contracted herein, this Contract shall terminate without further obligation on the part of any party hereto. In the event of cancellation, postponement or disruption of the Exposition for any cause beyond the control of Show Management, Show Management shall have no obligation whatsoever to Exhibitor. Exhibitor hereby waives any and all claims against Show Management for damages or compensation due to cancellation or postponement of the Exposition pursuant to this paragraph.

26. Laws Applicable. This contract shall be governed by the laws of the Commonwealth of Virginia.

27. Amendments. Show Management reserves the right to make reasonable changes in the foregoing rules, exhibit hours and move-in/move-out arrangements; as such changes have been approved by the NAA. All rules and regulations are subject to the terms and conditions contained in any agreement with the Hotel and/or Convention Center and should be expressly incorporated into any such agreement. Any and all matters not specifically covered by the preceding rules and regulations, and the policies and requirements set forth in the Exhibit Space Confirmation, invoice notice, and Exhibitor Service Manual shall be determined by Show Management in conjunction with the 2014 NAA Student Housing Conference & Exposition, in their sole discretion. Show Management 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 the Exhibitor. 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.

28. Communications. Any notices, questions, or communication to Show Management regarding this contract and NAA: 4300 Wilson Blvd., Suite 400, Arlington, VA 22203; 703/518-6141 or sales@naahq.org.

29. Penalties. Failure to comply with any of these rules can result in ejection from the 2014 NAA Student Housing Conference & Exposition floor, loss of NSC status, booth selection status, fines, or being prohibited from exhibiting in future National Apartment Association Conference & Expositions. Penalty is at the sole discretion of Show Management.

I have read and agree to the 2014 NAA Student Housing Conference & Exposition Show Rules & Regulations (Please initial and send in with contract) _____