

THE 2027 NAHB INTERNATIONAL BUILDERS' SHOW®

EXHIBITOR CONTRACT TERMS, CONDITIONS, RULES, AND REGULATIONS

A. OBJECTIVE

The objective of the NAHB International Builders' Show (the "Exposition") is to provide an educational framework for the dissemination of the newest ideas in the housing industry through the assembly of leaders from all sectors of the residential construction industry, with program activities and product displays, and with the primary purpose of exchanging information directed at solving complex building needs, both national and international. The Exposition provides a forum for the introduction of new building products and services to NAHB members and nonmembers.

B. DEFINITIONS

As used herein:

1. "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.
2. "Exposition" shall mean the 2027 NAHB International Builders' Show.
3. "Facility" shall mean the Las Vegas Convention Center, located in Las Vegas, Nevada.
4. "NAHB" and/or "Exposition Management" shall mean the National Association of Home Builders of the United States, which owns, produces and manages the Exposition.

C. CONTRACT

By checking the "I Accept" button on the Application for Exhibit Space, Exhibitor agrees to abide by these Exhibitor Contract Terms, Conditions, Rules and Regulations, and all amendments thereto ("Rules") and decisions of Exposition Management at all times. The Rules govern participation in the Exposition and are incorporated by reference into each Exhibitor's Application for Exhibit Space ("Contract"). The Contract becomes a binding contract between NAHB and Exhibitor upon NAHB's acceptance of Exhibitor's Application and issuance of a confirmation and invoice to Exhibitor. The individual who accepts the terms of this Agreement on behalf of Exhibitor, by clicking the "I Accept" button, warrants that he or she is authorized to enter into contracts that are binding on Exhibitor.

D. CHARACTER OF EXHIBIT

It is understood and agreed by Exhibitor that the Exposition is undertaken by NAHB primarily for the education of its member and non-member attendees, who represent all sectors of the residential construction industry (the "Industry"). To this end, Exhibitor agrees as follows:

1. To exhibit only products manufactured or distributed by Exhibitor or another permitted entity in the regular course of its business, comprising materials, equipment, apparatus, systems, services, and other component products pertinent to the Industry.
2. To display such products or services in a tasteful and professional manner which is intended to describe and depict the advantages of using such products or services.
3. The exhibit must be maintained in a safe, orderly condition at all times and may not encroach upon aisles, common areas, or neighboring exhibits.
4. Exhibitor must implement appropriate crowd control measures and maintain clear ingress and egress.

Exposition Management reserves the right:

1. To prohibit any exhibit or part thereof which, in its sole opinion, violates this Contract or in any other way, is not suitable to, or in keeping with, the character and spirit of the Exposition.
2. To prohibit, modify, relocate, or close any exhibit which, in its sole opinion, violates this Contract, poses a safety risk, disrupts the Exposition, or is otherwise objectionable during the Exposition.
3. To refuse to permit an Exhibitor which, in its sole opinion, violates this Contract to participate in one or more future NAHB Exposition(s) by reason thereof.
4. To change the floor plan (including, but not limited to aisle spaces), hours, traffic flow, or programming without notice, in order to comply with fire, safety and accessibility regulations or to provide, in its exclusive judgment, a safer, more satisfactory, attractive and successful Exposition.
5. To terminate or interrupt Exhibitor's use of or access to the space as a result of or arising from information possessed or threat(s) received by Exposition Management or the Facility concerning an imminent danger to any part of the Facility or any occupant or guest therein or in any property immediately adjacent thereto, and Exposition Management shall not be responsible for, nor have any liability arising from any such termination or interruption of Exhibitor's use of or access to the space.
6. To limit noise levels, lighting, crowds, or other sensory impacts.

Exposition Management has absolute discretion to exercise these rights at any time. Provided, however, that the taking by Exposition Management of any one or more of the above actions shall not limit in any way other remedies available to Exposition Management provided elsewhere in this Contract or provided by law. Failure by Exposition Management to enforce any Rule at any time does not constitute a waiver of Exposition Management's right to enforce such Rule later.

E. EXHIBIT RULES AND REGULATIONS

In order to provide a well-balanced, well-regulated, attractive, and successful Exposition, strict adherence to the Rules and Regulations is required. No exceptions will be permitted. Exposition Management reserves the right to enforce full compliance with these Rules and Regulations.

1. Indoor Exhibit Space

- a. **Early Rate** – For applications with required deposits received on or before March 20, 2026, the indoor exhibit space rate is \$54.00 per square foot.

- b. **NAHB Member Rate** – For NAHB Member Applications with required deposits received after March 20, 2026, the indoor exhibit space rate is \$55.50 per square foot.
 - c. **Non-Member Rate** – For Non-Member Applications with required deposits received after March 20, 2026, the indoor exhibit space rate is \$63.00 per square foot.
2. **Outdoor Exhibit Space**
- a. **Early Rate** – For applications with required deposits received on or before March 20, 2026, the outdoor exhibit space rate is \$37.50 per square foot.
 - b. **NAHB Member Rate** – For NAHB Member Applications with required deposits received after March 20, 2026, the outdoor exhibit space rate is \$39.00 per square foot.
 - c. **Non-Member Rate** – For Non-Member Applications with required deposits received after March 20, 2026, the outdoor exhibit space rate is \$44.00 per square foot.
3. **Exhibit Space Assignment.** Exhibit space will be assigned in accordance with the following rules: Applications requesting 2,000 square feet or more of exhibit space will be assigned space prior to the assignment of Applications requesting less than 2,000 square feet of exhibit space. Applications submitted with the required deposit or full payment received on or before March 20, 2026, will be assigned space based on exhibitor priority points, membership in The NAHB Leading Suppliers Council (LSC), and date of receipt of the Application and deposit/full payment. Applications with payments received after March 20, 2026, will be assigned space on a first-come, first-served basis. Exposition Management reserves the right, in its sole discretion, to modify the floor plan and/or relocate Exhibitor's assigned exhibit space location at any time, including prior to or during the Exposition, if Exposition Management determines that such action is in the best interest of the Exposition. Due to the number of exhibitors offering similar or related products or services, Exposition Management does not guarantee that an exhibitor will not be located in proximity to, or adjacent to, another exhibitor offering competing or similar products or services.
4. **Exhibitor Fees.** Each Exhibitor is required to pay the Online Exhibitor Directory fee stated on the first page of this Contract for its participation in the 2027 IBS Online Exhibitor Directory. This entitles the Exhibitor to one (1) Online Directory Listing in the 2027 IBS Online Exhibitor Directory ("Listing"). Additional Listings are \$200 each, with a limit of one (1) Listing for every full 100 square feet of contracted exhibit space.
5. **Height Restrictions.** The height of booths, display equipment, rigging, lighting, structures, materials, and signs shall be restricted to the heights indicated on the Exhibitor Confirmation unless prior written approval of an exception is granted by Exposition Management in accordance with this Contract. Each Exhibitor has the right to occupy the full cubic content of its contracted exhibit space up to the specified height on its Exhibitor Confirmation. Exceptions to this height restriction may be requested if the Exhibitor's product(s) exceeds the specified height on its Exhibitor Confirmation. Exposition Management, in its sole discretion, may deny any exception request, regardless of the product height.
6. **Exhibit Quality, Character, and Construction.** Exhibitor is required to maintain a finished and professional appearance throughout its entire exhibit space. Any portion of an Exhibitor's back wall that exceeds eight (8) feet in height must have a finished appearance. Any portion of an Exhibitor's side wall that exceeds three (3) feet in height must have a finished appearance. No company names, trademarks, logos, or any other advertising may appear on any rear or side wall surfaces facing neighboring exhibitors. If Exposition Management, in its sole discretion, determines that any portion of Exhibitor's booth does not comply with these requirements, it may install drapery or other materials, at the Exhibitor's expense, to bring the exhibit into compliance.

Exhibitors are responsible for providing their own booths, booth equipment, and any necessary back wall or sidewalls. The following requirements apply:

- a. Carpet and/or alternative floor covering is required in all exhibits;
 - b. ALL TEMPORARY WIRING MUST BE FULLY ACCESSIBLE AND FREE FROM DEBRIS, STORAGE MATERIALS, AND ANY OTHER OBSTRUCTIONS;
 - c. Hard back booths must be at least nine (9) inches from the rear booth lines; and
 - d. There must be a minimum clearance of eighteen (18) inches between hard walls.
7. **Excessive Debris.** If Exhibitor generates excessive trash at any time, including during move-in or move-out, and such materials are not properly labeled for outbound shipment and are therefore considered abandoned, including but not limited to display materials, carpet, padding, crates, and/or pallets, that must be removed and disposed of, all costs associated with that service will be assessed to the Exhibitor. Charges may include, but are not limited to, costs of labor (at the prevailing rate), forklift services (if needed), and dumpster or disposal fees.
8. **Large-Scale Equipment.** Exhibitors demonstrating heavy or high equipment, including but not limited to tractors, trucks, earthmoving machinery, cement mixers, scaffolding, roof trusses, and elevators, will be assigned locations that provide appropriate ceiling height and floor load capacity, subject to availability.
9. **Sound Restrictions.** The use of loudspeakers, recording equipment, television sets, radios, operating machinery, or any other device that generates sound at a level that interferes with or disrupts neighboring exhibitors' ability to reasonably converse with customers is prohibited. Exhibitors using audio systems and/or live entertainment must keep all sound at or below a conversational level. Under no circumstances may any amplification, activity, or sound-generating device exceed **80 decibels (dB)** as measured on a sound level meter. Speakers are permitted only if they are located within the Exhibitor's contracted exhibit space, facing inward, and not toward the aisles or neighboring exhibits. The speakers and associated equipment must contain adequate sound insulation to prevent interference with neighboring exhibitors. The sound from any and all audio presentations, equipment demonstrations, or any other booth activity must not spread beyond the immediate area of the display.
10. **Visual Restrictions.** Light and laser shows or demonstrations may not project beyond Exhibitor's booth space. Stages, if used in exhibits, must face inward and be configured to prevent audiences from blocking aisles. Exhibitors are responsible for planning such demonstrations so that the audience does not block the aisles.
11. **Strict Enforcement.** Sound and visual restrictions and regulations will be strictly enforced. Failure to comply may result, at Exposition Management's sole discretion, in suspension of the use of Exhibitor's amplification or demonstration equipment, shutdown of electrical power to all or part of the booth, and/or restriction of other operational conditions.

12. **Food and Beverage.** Dispensing or serving beverages or food from an exhibit requires prior written approval from Exposition Management and the Facility prior to the commencement of the Exposition. Dispensing popcorn or peanuts, from machines or otherwise, is prohibited on the exhibit floor.
13. **Signage.** Hanging or attaching signs, lighting, or any other items to any part of the Facility is strictly prohibited except for exhibitors with island and peninsula type booths that have a single booth square footage greater than or equal to 400 square feet. For such qualifying booths, the lowest point of any item hung from the Facility must be no lower than nine (9) feet and no higher than four (4) feet above the finished floor. Additionally, any sign hung in a peninsula type booth must maintain a minimum five (5) foot offset from the shared common wall. All exhibitors with in-line booths and all booths less than four hundred (400) square feet are prohibited from attaching or hanging anything whatsoever to/or from any part of the Facility.
14. **Damage Costs.** Exhibitor shall be responsible for and promptly pay all costs arising from any and all damage caused by Exhibitor to the Facility, booth equipment, or property of a third party.
15. **Professional Services Costs.** Exhibitor shall be responsible for and promptly pay the costs associated with the services of any structural engineer required by Exposition Management in connection with Exhibitor's exhibit.
16. **Additional Restrictions**
 - a. The design of multi-level or covered booths must comply with all of Facility's Regulations, all applicable fire safety regulations, and other local ordinances. Floor plans for all multi-level or covered exhibits must be submitted for prior approval to the Facility's Fire/Safety Department at least sixty (60) days in advance of the Exposition.
 - b. Smoke and/or fog-producing machines are strictly prohibited.
 - c. Exhibitor is responsible for providing, at its own expense, any security necessary for its exhibit.
 - d. Live animals of any kind (excluding Service Animals pursuant to the Americans with Disabilities Act) are prohibited on the exhibit floor.
 - e. Individuals under the age of 18 are prohibited on the exhibit floor during non-show hours, including set up and tear down.
 - f. Luggage carts or wheeled carts of any kind are strictly prohibited on the exhibit floor.
 - g. The use of helium balloons requires prior written approval by Exposition Management and the Facility. Small individual balloons are strictly prohibited.
 - h. Due to the sensitive and proprietary nature of new products and unique exhibit displays at the Exposition, photography and/or video recording of any exhibit by any attendee or Exhibitor personnel are prohibited, except by the Official Contractor hired by Exposition Management to photograph and record the Exposition. Exceptions may be granted only with advance written permission from Exposition Management, the Exhibitor whose booth or product(s) is to be photographed or record, and from all individuals to appear in the photograph or recording.
17. **Occupancy, Staffing, and Move-In/Move-Out Requirements.** Exhibitor must comply with designated move-in and move-out schedules and fully occupy and staff its exhibit space during the Exposition. If Exhibitor fails to occupy and staff its exhibit space by Monday, February 1, 2027, at 5:00 pm (PST), Exposition Management may occupy or cause said space to be occupied in such manner as it deems appropriate in the best interest of the Exposition, without releasing Exhibitor from any obligations or liabilities under this Contract. If Exhibitor fails to occupy and staff its exhibit space, Exposition Management may also revoke all Exhibitor rights or privileges, including but not limited to badges or Press Room distribution. All exhibits/displays must remain fully assembled, operational, and continuously staffed until 5:00 pm (PST), Thursday, February 4, 2027. Premature dismantling of and/or failure to fully staff said space during the entire Exposition will result in the loss of priority points. All exhibits/displays must be fully dismantled and removed by 10:00 am (PST) on Sunday, February 7, 2027. Exposition Management may dispose of **any** remaining material without liability to Exposition Management.
18. **Suitcasing.** Any entity that is not an official exhibitor at the Exposition but conducts product demonstrations, displays, or promotional activities in any non-Exposition venue, including but not limited to hotel suites or meeting rooms during the Exposition dates ("suitcasing"), will lose priority points, which may affect space eligibility at future Expositions. If Exhibitor cancels its Exposition exhibit space and engages in suitcasing in any non-Exposition venue during Exposition dates, then Exhibitor will lose all of its priority points for future Expositions.
19. **Prohibited Conduct.** The following conduct and activities are strictly prohibited and may, in the sole discretion of Exposition Management, result in termination of Exhibitor's Contract, and/or denial of the Exhibitor's application to participate in any future NAHB Expositions:
 - a. The issuance of a bad check to NAHB, official Exposition vendor or to any NAHB affiliate or subsidiary.
 - b. The failure to timely pay any amount due to NAHB, Official Exposition Vendor or Contractor or to any NAHB affiliate or subsidiary.
 - c. The demonstration of financial insolvency, either personally or by one's business entity; failure to pay creditors; declaration of bankruptcy.
 - d. Criminal activity, including convictions of or guilty pleas regarding fraud, crimes of violence, crimes of moral turpitude, any felony, or a sexual offense that results in registered sexual offender status in any jurisdiction.
 - e. The failure to maintain acceptable decorum at the Exposition including but not limited to intoxication, substance abuse, possession of illegal substances, theft, vandalism, sexual harassment, threats, or violent acts toward others.
 - f. The employment or contracted use of illegal aliens at the Exposition.
 - g. The violation or infringement of the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right.
20. **Outstanding Payments.** If Exhibitor or its representatives has an outstanding balance of any kind payable to Exposition Management, Exhibitor will not be permitted to install or set up its exhibit. No exhibits may be removed from the Exposition at any time after installation until the final official closing of the Exposition, except with the advance written approval by Exposition Management. No exhibit, equipment, or other materials may be removed from the Facility until all charges and obligations incurred by the Exhibitor are fully paid, or credit is approved by the applicable creditor. In the event of any attachment, lien, or other legal proceedings affecting the exhibit, the exhibit shall immediately become the property of Exposition Management.
21. **Exhibitor Service Manual.** Prior to the Event, Exposition Management will provide access to an online Exhibitor Service Manual to the "Primary Contact" listed on the front of this Contract. The Exhibitor Service Manual will include information integral to participation at the Exposition, including but not limited to, additional exhibitor rules and regulations, Official Contractor order forms,

registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. All rules and regulations stated in the Exhibitor Service Manual are hereby incorporated by reference into this Contract.

- 22. No Harassment.** Harassment, discrimination, intimidation, unsafe behavior, or disruptive conduct of any kind will not be tolerated and may result in immediate removal without refund.

F. MUSICAL ENTERTAINMENT

Exposition Management maintains music performance licenses from the American Society of Composers, Authors, and Publishers ("ASCAP") and from Broadcast Music, Inc. ("BMI") that during the Exposition will cover live performances of music and uses of recorded music to which ASCAP and/or BMI hold the rights of public performance. Recorded music includes, but is not limited to, records, tapes, compact disks, videotapes, MP3s or digital presentations with either featured or background music. If Exhibitor plans a performance of live music or use of recorded music to which ASCAP and/or BMI hold the rights of public performance, it must pay Exposition Management the appropriate special charge for each such performance as specified on the first page of this Contract for Exhibit Space. If Exhibitor plans a performance of live music or a presentation or other use of recorded music to which the rights of public performance are held by the Society of European Stage Authors and Composers (SESAC), Global Music Rights (GMR) or any other performance rights organization (PRO), Exhibitor must have a current license from the appropriate PRO(s); otherwise, it shall not be permitted to perform or use such music during the Exposition.

G. CONTRACTOR SERVICES

Exposition Management contracts with various contractors on an exclusive basis ("Official Contractors") to provide certain services for Exhibitors. Service companies other than the Official Contractors will not be allowed to perform any exclusive services as defined in the online Exhibitor Service Manual. Nonexclusive services may be performed by approved Exhibitor-appointed contractors ("EAC"s) within certain guidelines as defined in the online Exhibitor Service Manual. Approval of an EAC will be considered only in cases where Exposition Management receives a prior written request from Exhibitor by January 2, 2027. To be eligible for consideration as an approved EAC, Exhibitor must submit its request and include all of the following requirements:

1. An original, valid certificate of insurance for itself and/or its EAC in limits satisfactory to Exposition Management.
2. A description of the work to be done and the personnel to be used.
3. Evidence of all business permits, licenses, insurance, and/or fees required by the applicable state, county or local regulations in connection with the work to be performed.

EAC approval will be granted only if, in Exposition Management's sole discretion, the EAC will not interfere with or disrupt the orderly set up, operation, interim services, or dismantling of the Exposition. No exception will be granted where such approval would conflict with the obligations or commitments of Exposition Management under any agreement with Official Contractors or the Facility. No exceptions will be granted for services that must be performed exclusively by Official Contractors, including but not limited to electrical, plumbing, telephone, custom cleaning, and drayage, including all movement of material and equipment. To ensure timely installation of the Exposition and to prevent congestion and safety issues, the Official Contractor hired to perform drayage shall have exclusive control over all inbound and outbound freight traffic, including loading docks, aisles, and all other freight handling areas.

H. SUBLETTING SPACE

Exhibitor may not assign, sublet, or apportion all or any portion of its allotted exhibit space. Exhibitor may not display within its exhibit space any goods, apparatus, materials, or services not manufactured or distributed by Exhibitor in the ordinary course of its business, nor allow any other person or party to do so. If the use of equipment manufactured by another party is necessary, such equipment must be clearly identified, displayed separately, and may not be advertised or promoted in any manner. The foregoing restrictions shall not apply to (i) trade associations or other similar organizations involved in the residential construction industry that apportion exhibit space to their members or (ii) Exhibitors that have obtained a prior written exemption from Exposition Management.

I. SOLICITATION AND DISTRIBUTION RESTRICTIONS

Soliciting, polling, interviewing, or conducting similar activities in any area of the Facility other than Exhibitor's assigned booth is strictly prohibited. Any person engaging in such activities may be required to leave the Facility immediately. The distribution of circulars, catalogs, magazines, folders, and other similar material is permitted only within the Exhibitor's booth and must be related strictly to the products and/or services displayed in the booth or directly offered by the Exhibitor. Distribution from booth to booth, in the aisles, or elsewhere within the Facility is prohibited. All exhibit activities must be confined to the Exhibitor's contracted space. Strolling entertainment, moving advertisements, or similar activities outside of Exhibitor's assigned exhibit space are prohibited.

J. LICENSES, PERMITS, AND TAXES

Exhibitor may take orders but may not make any retail sales from its exhibit space. Exhibitor is solely responsible for obtaining all applicable licenses, permits, approvals, and authorizations required under applicable federal, state, or local laws in connection with Exhibitor's activities at the Exposition, and for paying associated fees. Exhibitor is responsible for obtaining any applicable tax identification number and permits and for collecting, reporting, and remitting all taxes, fees, charges, levies or penalties owed to any governmental authority in connection with its activities at the Exposition.

Exhibitor represents and warrants that all products, displays, materials, demonstrations, music, images, videos, and content used do not infringe any third-party rights.

K. COMPLIANCE WITH LAWS AND REGULATIONS/FIRE INSPECTION

Exhibitor is responsible for maintaining compliance with: (i) all applicable federal, state, and local laws, ordinances, and regulations; (ii) all Facility rules, requirements, and regulations while participating in the Exposition and any connected activities, including, but not limited to, privacy and confidentiality requirements; (iii) all directives, orders, and requirements of the fire marshal, police, public safety officials, health department, or other authority having jurisdiction; and (iv) all written and verbal instructions issued by Exposition Management. Exposition Management has no responsibility for Exhibitor's compliance with applicable laws, rules and regulations; compliance is mandatory and is the sole responsibility of Exhibitor.

Exhibitor and its service contractors and any other parties exhibiting or working in the Facility must comply with all applicable federal, state and municipal building and fire codes, and all exhibits must pass Fire Department inspection before opening date. Any questions regarding specific situations should be referred to the Facility's Event Services Department sufficiently in advance of the opening of the Exposition to enable that Department to address any problems prior to the opening.

L. CONTESTS/GIVEAWAYS

Exposition Management reserves the right to review and approve the rules governing any contest, sweepstakes, drawing or giveaway conducted by Exhibitor at or in connection with the Exposition. In connection with any such activity, Exhibitor represents and warrants that it will comply with all applicable federal, state, and local laws and regulations, and all applicable rules and requirements of Exposition Management.

M. PAYMENT FOR EXHIBIT SPACE

ALL BALANCES ARE DUE IN FULL WITHIN THIRTY (30) DAYS FROM THE INVOICE DATE, UNLESS THE INVOICE DATE IS AFTER MAY 29, 2026, IN WHICH CASE THE FULL PAYMENT IS DUE IMMEDIATELY UPON RECEIPT OF THE INVOICE. There will be a fee of \$50.00 USD for any check returned to by Exposition Management's bank. Any payment sent to Exposition Management after December 1, 2026, must be in the form of a cashier's check or money order. Company checks will not be accepted after December 1, 2026.

If Exhibitor fails to pay exhibit space fees due under this Contract on or before the applicable due date, Exhibitor shall be deemed to be in default. NAHB has the right to assess amounts at the rate of one and one-half percent (1.5%) per month, or the maximus rate permitted by applicable law, if less, accruing daily and compounded quarterly, from the due dates until paid in full, whether before or after judgment. In event of default, and without further notice to Exhibitor, Exposition Management reserves the right to use the space assigned to Exhibitor in any manner it deems appropriate, including reassigning all or any portion of such space to another exhibitor. If Exhibitor is in default, Exposition Management shall have no obligation or responsibility to include Exhibitor or descriptions of its products or services on www.BuildersShow.com, in the official Exposition guide/directory, the official Exposition mobile application, brochures, news releases, or other informational or promotional materials related to the Exposition.

N. WITHDRAWAL, REDUCTION, REFUNDS

Any withdrawal of an application for exhibit space, attempt to terminate this Contract (collectively, a "Cancellation"), or request to reduce the size of contracted exhibit space ("Downsizing") must be submitted in writing to Exposition Management. The effective date of any such Cancellation or Downsizing shall be the date Exposition Management receives such written notice.

Exposition Management has the right, in its sole discretion, to treat any request for Downsizing as (i) a cancellation of the originally contracted exhibit space and (ii) purchase of a new exhibit space. Exhibitor acknowledges that Exposition Management may require Exhibitor to relocate to a different exhibit space if it requests a reduction in exhibit space size.

Exhibitor expressly acknowledges that Exposition Management will suffer substantial harm in the event of a Cancellation or Downsizing, the exact amount of which would be difficult to determine.

If Exhibitor submits a written request for cancellation on or before **May 29, 2026**, Exposition Management shall refund the deposit paid less the nonrefundable portion of the deposit equal to twenty-five (25%) of the total cost of the cancelled exhibit space. If Exhibitor submits a written Downsizing request on or before **May 29, 2026**, Exposition Management shall refund the deposit paid by Exhibitor, less the nonrefundable portion of the deposit equal to twenty-five percent (25%) of the total cost of the remaining exhibit space.

After May 29, 2026, if Exhibitor fails to make any payment required under this Contract or submits a written Cancellation request, Exhibitor shall forfeit all amounts paid and all rights to use of any contracted exhibit space. **THERE WILL BE NO REFUNDS WHATSOEVER.** In addition, Exhibitor agrees, upon demand, to pay NAHB one-hundred 100% of the remaining balance of fees due under this Contract as liquidated damages, agreed to by the parties as a reasonable estimate of NAHB's damages and not as a penalty, to compensate NAHB for the harm resulting from Exhibitor's withdrawal or cancellation. In such case, Exhibitor shall have no right to inclusion in the official Exposition guide, official Exposition mobile application, exhibitor badges, or exhibitor hotel room allotments. Exposition Management shall have the right to use, reassign, or resell the released space in its sole discretion, without any liability to Exhibitor.

After May 29, 2026, if Exhibitor submits a Downsizing request, Exhibitor is fully responsible for the payment of the total cost of the reduced exhibit space to Exposition Management. Any payment previously paid in excess of the full cost of the reduced space shall be forfeited. **THERE WILL BE NO REFUNDS WHATSOEVER.**

O. ASSUMPTION OF RISKS AND RELEASE

Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Exposition, including, without limitation, all risks of theft, loss, harm, damage, illness (including infectious disease) or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Exposition Management, NAHB, or the Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Exposition Management, NAHB, or the Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages, and liabilities described in this paragraph.

P. INDEMNIFICATION

Exhibitor shall indemnify, defend (with legal counsel satisfactory to Exposition Management), and hold harmless Exposition Management, NAHB, the Facility, and their respective officers, directors, members, employees, agents, and representatives, from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees, and expenses which result from or arise out of or in connection with: (1) Exhibitor's participation or presence at the Exposition; (2) any breach by Exhibitor of any agreements, covenants, promises, or other obligations under this Contract; (3) any matter for which Exhibitor is otherwise responsible under this Contract; (4) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (5) any libel, slander, defamation, or similar claims resulting from the actions of Exhibitor; (6) harm or injury (including death) to Exhibitor, its officers,

directors, employees, agents, contractors, or guests; (7) loss of or damage to property or the business or profits of Exhibitor, its officers, directors, employees, agents, contractors or guests, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance, or otherwise; (8) any contest, sweepstakes, drawing, giveaway or similar activity by Exhibitor; and (9) Exhibitor's noncompliance or alleged noncompliance with the ADA.

Q. LIMITATION OF LIABILITY

IN NO EVENT SHALL EXPOSITION MANAGEMENT, NAHB, OR THE FACILITY, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES, AND ASSIGNEES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT EXPOSITION MANAGEMENT OR THE FACILITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL EXPOSITION MANAGEMENT/NAHB'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO EXPOSITION MANAGEMENT/NAHB PURSUANT TO THIS AGREEMENT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE MADE IN WRITING WITHIN THIRTY DAYS AFTER THE LAST DAY OF THE EVENT, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS.

R. INSURANCE

Exposition Management has arranged for Rainprotection Insurance to provide Exhibitor with commercial general liability insurance coverage in connection with the Exposition, with limits of \$1,000,000 per occurrence and \$2,000,000 in general aggregate. Such coverage includes products and completed operations, personal and advertising injury, damage to premises, medical expense, and host liquor liability. The cost of this insurance is included in the Directory & Insurance Fee payable with Exhibitor's Exhibit Space Application/Contract. The Rainprotection commercial general liability insurance shall name as additional insureds NAHB, its directors, officers, members, employees and agents. Rainprotection will provide Exhibitor with a certificate of insurance via email evidencing the applicable coverage and policy limits. In addition, if applicable, Exhibitor shall, at its sole cost and expense, secure and maintain, through the term of this Contract, including move-in and move-out days, worker's compensation and employer's liability insurance in accordance with the laws and other applicable requirements of the state in which Exhibitor is incorporated or where the Exposition is held. All required insurance shall be primary and non-contributory with respect to any other valid and collectible insurance maintained by Exhibitor, shall be written on an occurrence basis, and shall not be claims-made (claims-made policies shall not constitute compliance with this requirement). Upon request, Exhibitor shall provide Exposition Management copies of additional insured endorsements, primary and non-contributory coverage endorsements, and complete insurance policies, in form satisfactory to Exposition Management, at least sixty (60) days before the first day of the Exposition. All certificates of insurance or policies shall provide that coverage not be cancelled without at least thirty (30) days' prior written notice to Exposition Management.

S. FORCE MAJEURE

If an event, occurrence or condition, including but not limited to, acts of God; fire, flood, hurricane, tornado, earthquake or other natural disaster; war or threat of war; acts or threats of terrorism; civil disorder, riots or other widespread violence; acts, regulations, orders, directives or declarations of governmental authorities; health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agency (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases); unauthorized strikes; closings of transportation facilities; restrictions, reductions or other limits on transportation routes or schedules; or other similar event, occurrence or condition beyond the control of Exposition Management or the Facility, (i) where any of those events, occurrences, or conditions or similar ones prevents, dissuades, or unreasonably delays at least 25 percent of the registered exhibitors or attendees from appearing at the Exposition; or (ii) where any of them makes it illegal, impossible, commercially impracticable or otherwise inadvisable for Exposition 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 described in the previous sentence, Exposition Management shall have no obligation whatsoever to Exhibitor. Exhibitor hereby waives any and all claims against Exposition Management for damages or compensation due to cancellation or postponement of the Exposition pursuant to this paragraph.

T. ATTENDANCE

Admission to the Exposition will be available to all registered attendees. Exposition Management makes commercially reasonable attempts to attract qualified attendees to the Exposition but does not guarantee any specific number or level of attendees.

U. AMENDMENTS/ADDITIONAL RULES AND REGULATIONS

All matters relating to the Exposition that are not expressly addressed in this Contract shall be subject to determination by Exposition Management in its sole discretion. Exposition Management shall have the sole authority to interpret and enforce the provisions of this Contract and to adopt, from time to time, such reasonable amendments, rules, and regulations as it deems necessary or desirable for the proper conduct of the Exposition. Any such additional rules and regulations shall be deemed and integral part of this Contract and are incorporated herein by reference. Exhibitor shall adhere to additional rules and regulations upon notice thereof. This Contract, including any additional rules and regulations promulgated by Exposition Management, constitutes the entire agreement between the parties with respect to the subject matter thereof.

V. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Exhibitor is solely responsible for ensuring that its exhibit is accessible to persons with disabilities and agrees to comply with all applicable requirements of the Americans with Disabilities Act, its regulations and guidelines (collectively, the "ADA") and without limiting the foregoing, agrees to construct and operate its exhibit in compliance with the ADA.

W. RIGHT OF ENTRY AND INSPECTION

Exposition Management and/or its designees shall retain the right and unfettered discretion at any time to enter the exhibit space occupied by Exhibitor and to inspect any material distributed or made available in the space.

X. GOVERNING LAW AND FORUM

This Contract shall be governed by, construed and enforced according to the laws of the District of Columbia (excluding the District of Columbia's conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of Washington D.C., which shall be the exclusive venue for any disputes relating to this Contract.

Y. EXHIBITOR LISTINGS/PHOTOGRAPHS/USE OF INTELLECTUAL PROPERTY

1. Exhibitor License to NAHB. By participating in the Exposition, Exhibitor grants to Exposition Management, NAHB, and their licensees, and designees, a perpetual, worldwide, royalty-free, fully-paid, irrevocable, sublicensable, and non-exclusive right and license to use, reproduce, and display: (i) its name, trade name(s), trademarks, service marks, logos, brand identifiers, and the name(s) of its product(s) and service(s), as well any photographs, video recordings, or other media capturing Exhibitor, Exhibitor's personnel, exhibits, products, demonstrations, or activities taken in connection with the Exposition (collectively, the "Materials") in any manner and in any and all media, including, without limitation, print and electronic media, any directory or other listing of Exposition exhibitors, for any lawful purpose, including without limitation Exposition promotion, marketing, advertising, publicity, sponsorship fulfillment, reporting, archival use, and future Expositions.

Exhibitor acknowledges and agrees that: (a) NAHB shall be the sole owner of all right, title, and interest in and to any Materials created by or on behalf of NAHB; (b) NAHB shall have no obligation to use the Materials; (c) Exhibitor waives any right to inspect or approve the Materials or their use; and (d) Exhibitor expressly releases and waives any and all claims against NAHB arising out of or related to the use of the Materials, including claims for compensation, right of publicity, defamation, or invasion of privacy, to the fullest extent permitted by law.

In no event shall Exposition Management be liable for any errors or omissions in connection with such use, reproduction or display or for the omission of Exhibitor from any directory or other listing. Exhibitor agrees that Exposition 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 represents and warrants that it owns all intellectual property that it will use for promotion or exhibition at the Exposition or that it otherwise has the legal right to use the intellectual property, pursuant to a valid license agreement.

2. **NAHB License to Exhibitor.** Subject to Exhibitor's full compliance with this Contract, NAHB hereby grants a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to Exhibitor, to use and display the Exposition name, Exposition logo, and other media as set forth on <https://www.buildersshow.com/logos-and-photos>, which is hereby made a part of this Agreement (collectively, "Exposition Intellectual Property"), solely in connection with Exhibitor's marketing and promotion of its participation in the Exposition. Such use is limited to Exhibitor's own marketing and promotional materials, including websites, social media, email marketing, digital advertisements, and printed promotional materials.

Exhibitor shall not use Exposition Intellectual Property to imply NAHB's sponsorship, endorsement, or approval of Exhibitor or its products or services; alter, modify, or combine Exposition Intellectual Property with other marks or graphics; register or attempt to register any trademarks, domain names, social media handles, or other identifiers incorporating Exposition Intellectual Property. Exhibitor shall not use, display, reproduce, distribute, or otherwise exploit the Exposition Intellectual Property in any manner that is disparaging, defamatory, obscene, unlawful, or reasonably likely to harm Exposition's reputation, goodwill, or brand, including in connection with hate speech, harassment, or illegal activity.

Exhibitor acknowledges that NAHB retains all right, title, and interest in and to Exposition Intellectual Property. No ownership rights are transferred by this license.

The license shall commence upon Exhibitor's acceptance into the Exposition and shall automatically terminate upon the earlier of (i) on the first date of the Exposition in the next succeeding calendar year or (ii) termination or expiration of this Contract for any reason. Upon termination or conclusion of this Contract, Exhibitor shall immediately cease all use of Exposition Intellectual Property and remove it from all materials and platforms.

Any unauthorized use of Exposition Intellectual Property shall constitute a material breach of this Contract and may result in immediate termination of Exhibitor's participation in Exposition, in addition to any other remedies available at law or in equity.

Z. WAIVER/SEVERABILITY/TERMS OF FACILITY CONTRACT

1. Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Contract. The rights of Exposition Management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Exposition Management.
2. In the event any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision(s), and such invalid provision shall be deemed to be severed from the Contract.
3. Notwithstanding anything to the contrary stated herein, Exhibitor agrees that this Contract is subject to the terms of an agreement between NAHB and the Facility, and to the terms of any and all agreements between Exposition Management and any other party relating to the Exposition. Exhibitor shall not undertake any act or fail to fulfill any obligation which shall be in violation of said agreements.