NAMSS Exhibitor Rules and Regulations

1. **GENERAL:** All matters and acquisitions not covered by the regulations are subject to the decision of NAMSS. In the event of any such decision being of general interest, notice will be given by NAMSS to exhibitors as may be affected. "NAMSS" used herein or in subsequent regulations shall mean the National Association Medical Staff Services, its committees, agents or employees acting for the management of the Conference & Exhibition.

Nature of Exhibition: The NAMSS 44th Educational Conference & Exhibition is designed to provide a showcase of products and services either specifically designed for, or customarily used in, the credentialing of healthcare providers. NAMSS reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of NAMSS, likely to be compatible with the general character and objectives of the Exhibition. In the event that an exhibitor is evicted for violating these restrictions, NAMSS is not liable for any refunds, rental or other exhibition expenses.

NAMSS does not guarantee that any space will be available to any applicant. If space is not available, a waiting list will be developed in the order of the date of receipt of each completed and paid-in-full Application and Contract to Exhibit. NAMSS will refund all payments received with the Application and Contract to Exhibit on exhibit space to any applicant for whom space is not available within four weeks after the conference.

2. **BOOTH SIZES, PRICES, BADGES, AND REGISTRATION:** Booths are being offered in 10’ x 10’ increments. The fee paid for the space includes an 8’-high draped back wall and 3’-high draped side rails around exhibit space, a 12” x 12” floor decal identification sign, (1) 6’ draped table, (2) side chairs and (1) waste basket. Exhibitor booth applications must be received no later than Friday, August 28, 2020, to ensure listing in the NAMSS 44th Educational Conference & Exhibition Conference Program.

3. **ASSIGNMENT OF BOOTH SPACE:** Space selection will take place for all exhibitors that have completed an Intent to Exhibit form by April 25th. The order for which booths will be chosen are through priority points. Priority points will be totaled based on the last three years of participation (i.e. 2019, 2018, and 2017) to arrive at a cumulative point total for square footage and sponsorship and advertising contributions to NAMSS’s top line for each exhibitor to determine priority placement in the assignment process. After each conference, the three-year period will change, moving forward by one year. For example, in 2020, determination of points will be made by reviewing square footage and sponsorship contributions in 2017, 2018, and 2019.

Exhibit space points are calculated on the basis of five (5) points for every 100 square feet, plus one (1) point for every $1,000 in sponsorship dollars toward NAMSS’s top line during a three-year period (this includes the Annual Conference, Leadership Conference, and all NAMSS advertising). Points are not awarded for “projected” exhibit space or sponsorship dollars, only for that which has been actually used and for which payment has been made in full. No points will be awarded for prior years’ exhibit space for which any balance is due to NAMSS, or for exhibit cancellations or no-shows. Points may be deducted at NAMSS’s discretion for violation of the official Exhibit Rules and Regulations.

Total points are calculated based on the following formula: 60 percent of the total is based on exhibit space points; 40 percent of the total is based on sponsorship points (that includes the Annual Conference, Leadership Conference, and all NAMSS advertising). The total points will determine the order of space assignment. Space will be assigned in the following order:

- 1st: NAMSS Sponsors in order of sponsorship level and then point order (Elite, Diamond, Platinum, Gold, Silver and Bronze)
- 2nd: Non-Sponsoring Exhibitors

NOTE: Within each priority category, booths will be assigned starting with the company with the greatest number of priority points and working toward the company that has the least number of priority points. Companies that have an equal number of priority points will be assigned based on the date that the intent to participate form is received by NAMSS. Exhibitors may not, for any reason, assign or transfer their points for use by any other entity. Exhibitors who do not exhibit or sponsor for two consecutive years will forfeit their cumulative points.
Priority Points Calculation:
Exhibits: 5 points for every 100 square feet
Sponsorship: 1 point for every $1,000
Priority Points = (Total Exhibit Points x 60%) + (Total Number of Sponsorship Points x 40%)

Applications received after space selection has completed, all booth spaces available will be listed in the online contract and will be chosen by the exhibitor. Confirmation e-mail will be sent with the booth space selected. NAMSS shall have the right to assign space to the exhibitor and/or rearrange the floor plan, and/or reallocate any exhibit at any time before or during the period of Exhibition. Any booth change requests need to be made in writing to meetings@namss.org. Requests must include the current booth number and requested booth number. Booth changes are only allowed when the booth space is the same size of the current booth.

4. PAYMENT AND PROVISION IN CASE OF DEFAULT:
All checks are to be made payable to: National Association Medical Staff Service: NAMSS; 8658 Solution Center; Chicago, IL 60677-8006 (U.S. currency). Credit cards are also accepted for payment. Upon receipt of this contract, NAMSS will email an invoice to the main contact with link for online payment. DO NOT include credit card information on the contract. ACH and wire transfers are accepted only when requested and approved by NAMSS; a $25.00 transaction fee will be due on each wire transfers received as payment.

No exhibitor admission credentials will be distributed to any Exhibitor/Sponsor who has not paid in full by July 31, 2020; and if any Exhibitor or sponsor still has not paid in full by the time of the first date of installation, Sunday, October 4, 2020, they will not be allowed to set up their booth or receive any orders from contractors until the account is paid in full by Cashiers or Certified Check. No personal checks or credit cards are accepted as payment for exhibit space onsite.

The Exhibitor shall be in default under this contract for any failure to comply with the terms and conditions hereof. Any default will automatically result, at the sole discretion of NAMSS, in revocation of permission to use the Booth or otherwise participate in the Exhibition. NAMSS shall have the right to remove the Exhibitor’s property from the Oregon Convention Center and to store such property at the Exhibitor’s sole risk and expense, if the Exhibitor’s property is not immediately removed upon revocation of permission to use the Booth. Any waiver by NAMSS of its rights upon a default of the Exhibitor will not act as a waiver of such rights in the event of any other default. The Exhibitor shall have no right to any refund in the event its right to occupy the Booth is terminated pursuant to a default and shall continue to be bound by the Agreement in the events of such termination, including, but not limited to, the reimbursement of NAMSS for damages.

If any exhibitor fails to pay, when due, any sum required by the Application and Contract to Exhibit, or if any exhibitor fails to meet any term or condition of the contract, or fails to observe and abide by these Rules and Regulations and those outlined on the Application and Contract to Exhibit, NAMSS reserves the right to terminate this contract immediately without refund of any monies previously paid. No refunds will be made after Tuesday, June 20, 2020.

5. SUBLETTING OF SPACE: The Exhibitor may not assign, sublet or apportion the whole or any part of the Booth space allotted, or represent, advertise or distribute literature for the products or services of any other firm or individual. The use of the Booth is strictly limited to the Exhibitor and its contracted representatives for whom the admission fee described in Item 1 above has been paid. If one company represents multiple entities, they must clarify within the contract under “We will display the following items, products, or services”. In addition, exhibitors may not switch locations without the prior permission from the NAMSS Exhibits Manager. Failure to do so may result in those exhibitors involved paying a fine or being asked to leave the floor.

6. CANCELLATIONS: Cancellation of exhibit space and/or sponsorship must be directed in writing via email, addressed to meetings@namss.org, provided that the cancelling Exhibitor or Sponsor obtains confirmation of NAMSS’s receipt of the email on or before the cancellation deadline.
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For cancellations of space received on or before June 20, 2020, Exhibitor and/or Sponsors is responsible for, and NAMSS retains, 50 percent of the total charge as a cancellation fee, including booth and sponsorship fees contracted. Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space after June 20, 2020.

Exhibitors and/or Sponsors that have not paid in full by June 20, 2020 will be notified that payment needs to be received by July 31, 2020 in order to maintain their booth space and/or sponsorship benefits. If money for the booth space and sponsorship are not received by the deadline of July 31, 2020, the exhibitor will be notified that they have given up their right to their booth space and/or sponsorship and that they will be placed at the end of the current waitlist. The next exhibitor on the waitlist will then be notified of the booth space availability.

Any exhibitor and/or sponsor that wishes to down-size their booth space and/or sponsorship will followed the same instructions as above and will be considered a cancellation of that space.

If for any reason beyond NAMSS’ control NAMSS Educational Conference & Exhibition must be cancelled, shortened, delayed or otherwise altered or changed, Exhibitor understands and agrees that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of NAMSS or its directors, officers, employees, agents or subcontractors to include all other costs and expenses it has incurred, including travel to the exhibition, setup, lodging, freight, employee wages, etc.

COVID-19 – If for any reason beyond NAMSS’ control NAMSS Educational Conference & Exhibition must be cancelled, shortened, delayed or otherwise altered or changed, Exhibitor understands that it may reallocate any monies paid to NAMSS for booth space and sponsorships, for new marketing opportunities in 2020 or transfer these funds to the 2021 45th Annual Educational Conference.

As a condition of being permitted by NAMSS to be an Exhibitor and/or Sponsor the NAMSS Educational Conference & Exhibition, agrees to indemnify, defend and hold harmless NAMSS or its directors, officers, employees, agents and subcontractors from any and all loss which Exhibitor and/or Sponsor may suffer as a result of Exhibition cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside NAMSS’ control.

7. EXHIBITOR/SPONSOR REPRESENTATIVE: The Exhibitor/Sponsor will name one (1) individual as the duly authorized representative in charge of the exhibit/sponsorship. The individual will assume responsibility for all negotiations with NAMSS and the official meeting and general service contractor. In addition, this individual will receive all official correspondence from NAMSS referring to the exhibit and/or sponsorship and will be responsible for communicating this information to the registered personnel from the exhibiting/sponsoring company and other third-party contractors.

8. EXHIBITING PERSONEL: All exhibitors and sponsors must register for badges. Each Exhibitor will receive (1) “Exhibitor/Sponsor Full Conference” registration and (2) “Exhibit Hall Only” registrations per 10’ x 10’ booth space purchased. These are not transferable. “Exhibit Hall Only” badges do not allow access to the educational sessions. Additional “Exhibit Hall Only” badges will be available to our exhibitors in the online registration portal. To attend educational sessions and receive conference materials, you must be registered as a NAMSS 44th Educational Conference & Exhibition attendee at the Exhibitor full registration rate. For more information, please visit www.namss.org for conference registration rates. Exhibitor and sponsor personal must register for additional activities and can do so at the time of registration, prior to the conference.

9. ADMITTANCE: Admittance to the exhibit hall is limited to those people whose names have been provided by the exhibitor/sponsor as required in Section Eight of the Rules and Regulations. Children under age 18 will not be allowed admittance to the exhibit hall.

10. ETIQUETTE/ETHICS: The Exhibitor/Sponsor is requested not to enter another Exhibitor’s Booth without permission. Photography of another Exhibitor’s Booth display is prohibited.
11. SOLICITATION: Solicitation of any kind by the Exhibitor/Sponsor on the Oregon Convention Center premises outside the Exhibitor's Booth is prohibited. Solicitation of business on the Oregon Convention Center premises, except by Exhibitors, is prohibited. No advertising or solicitation of any kind on the Oregon Convention Center premises shall be posted or distributed except at the Exhibitor's Booth.

12. CARE OF EXHIBIT SPACE: Exhibitors shall be responsible for properly maintaining their space. Exhibitors may not place anything in the aisles during exhibit hours. Exhibitors are not permitted to have backdrops or any part of their displays exceeding 8' in height.

When exhibitors leave their booths during show hours, they are required to leave a sign indicating when they will be back. For all booths, no part of a display in the front half of the booth may be higher than 48". Any display, fixtures/products or material over 48" in height that cannot be confined to the rear portion of the booth must be at least 10 linear feet away from any adjacent booth. No signs shall be affixed to walls, drapes, electrical outlets, etc., by the use of nails, tacks, staples or tape. Any damage to facility through carelessness of exhibitors or their employees or agents must be paid by the exhibitor causing the damage. Any exhibitor distributing stickers will be held responsible for removing them from any part of the premises.

For pop-up backgrounds, they cannot be any higher than 8' in height, and must be placed against the back wall of the booth. All sides of the pop-up display must be draped if they are facing an aisle.

13. SPECIAL SOUND EFFECTS/ GIVEAWAYS/ MUSIC: Objectionable audible or visual attention-getting devices or effects and offensive odors and/or fragrant flowers that could aggravate allergies are prohibited on the exhibit floor. Any special promotions or stunts planned for the exhibit floor or in the area must be approved by the NAMSS Exhibits Manager. Sample-giving shall not interfere with other exhibitors’ space or encroach into the aisles. Exhibitors are not permitted to conduct contests or drawings in their booths without the permission of NAMSS. Films of purely entertainment character, without educational or informative values, will not be permitted. Any exhibitor providing music during the Exhibition must contact the NAMSS Exhibits Manager to confirm ASCAP or BMI fee payment. The exhibitor must receive approval for the musical presentation from the NAMSS Exhibits Manager and pay all associated fees and penalties.

14. DISTRIBUTION OF FOOD AND/OR BEVERAGES: The Exhibitor may not distribute foodstuffs or beverages from its Booth or elsewhere on the Oregon Convention Center property without written approval by NAMSS and a representative of the Oregon Convention Center. No alcoholic beverages may be brought into the Oregon Convention Center or onto its premises. Catering Menus will be available from the Oregon Convention Center that pre-approved and must be contracted directly between the Oregon Convention Center and the exhibitor.

15. ENTERTAINMENT AND PRIVATE MEETINGS: NAMSS reserves the right to control all function space at Oregon Convention Center. Function approval forms will be provided for exhibitors upon request. Hospitality rooms may not be open during the hours of any official NAMSS function. The exhibitor assumes full responsibility for property damage, personal injury or death to any party, by reason of assurances at or related to any such functions conducted by it. Signage will only be allowed in NAMSS designated areas and must be approved by NAMSS prior to display.

Cocktail parties or social gatherings of any kind shall not be held during exhibit hours. Exhibitor shall refrain from any action that will distract attendees from attendance at the exhibit during open hours. Exhibitor shall not lead attendees from one exhibit space to another or to elevators or escalators. Exhibit space shall not be used for entertaining. Exhibitor shall not enter into another exhibitor's space without invitation or when unattended. Exhibitor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

The organizer of this event or meeting must take full responsibility for the event or meeting and hold harmless NAMSS, its officers, agents, and staff, from any and all liability associated with the event or meeting. NAMSS will not adjudicate disputes between participants or anyone else involved in ancillary meetings. Functions found to be in violation of NAMSS ancillary meeting guidelines shall be immediately discontinued. The
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organization hosting the meeting waives any rights to claims of damages arising out of the enforcement of these guidelines. All attendees and organizers of an ancillary event must be a registered attendee of the NAMSS meeting.

16. EXHIBITOR CONDUCT: After exhibits are in place and properly set up, exhibitors are not allowed on the exhibit floor other than show hours and one hour before and after show hours. Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of NAMSS is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the exhibit space. Management in its sole and absolute discretion may withdraw its consent at any time, in which event exhibitor shall terminate such activity forthwith. All promotional plans must be submitted to NAMSS for approval. Distribution of pamphlets, brochures or any advertising matter must be confined to the exhibit space.

17. TIMETABLE: The Exhibitor is bound by the exhibition timetable published by NAMSS and to any variations in that timetable that may have to be introduced during the period of the NAMSS Educational Conference & Exhibition at NAMSS’ sole discretion. Breakdown or Booth closing by the Exhibitor prior to the published end of the exhibition is strictly prohibited and may result in the loss of priority points for the following year’s booth space selection.

18. EXHIBITOR SERVICE KIT: Freeman is in charge of all exhibit production. Freeman will provide drayage service for all exhibitors. That service will include receipt of freight, delivery of your freight to your booth site, storage of empty containers during the exhibit and return of the freight to the carrier of your choice. Forms/rates will be included in the Exhibitor Service Kit, sent about 90 days prior to exhibit opening. Exhibitors will receive complete shipping instructions, product information and other forms for all services needed during installation, show period and removal of exhibition. Exhibitor must be responsible for all shipping costs associated with Exhibitor’s booth.

19. EXHIBITION HALL RULES AND REGULATIONS: Exhibitors must abide by the Move In/Out Guidelines and Event Planning Guide of the Oregon Convention Center, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitors in June. To obtain these rules prior to June, go to https://www.oregoncc.org/en/Exhibit. The Oregon Convention Center has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

20. DRAYAGE: The Exhibitor undertakes to use only the authorized decorating company for drayage. All drayage charges are the sole responsibility of the Exhibitor. Shipping and rate information will be available in July 2020. Freight Handling: All work involved in the loading and unloading of all trucks, trailers and common contract carriers from the facility docks, including empty crates, and the operation of material handling equipment, is under the jurisdiction and control of the contracted decorating company. Privately Owned Vehicle (POV) Exhibitors may hand-carry materials. Convention Center Restrictions: All Oregon Convention Center lobby areas, side doors, escalators and passenger elevators are not to be used for the purpose of bringing in exhibor freight. Vehicles are not allowed to double-park at any entrance to the convention center.

21. STORAGE OF CARTONS, ETC: All cartons and other containers used to transport merchandise and displays to the exhibition will be stored only in the area designated by the decorator.

22. REMOVAL OF EXHIBITOR’S PROPERTY: NAMSS reserves the right to remove the Exhibitor’s property, or appoint the Oregon Convention Center, the official decorator, or some other person to do so, at the Exhibitor’s sole expense and risk, from the Oregon Convention Center, if NAMSS’ license to use the Oregon Convention Center is revoked for any reason and if such property is not removed by the Exhibitor within a reasonable amount of time after NAMSS’ request to do so.

23. RETURN OF BOOTH: The Exhibitor will return the Booth on Tuesday, October 6, to the Oregon Convention Center in the same condition as when first occupied, normal wear and tear accepted. The Exhibitor shall reimburse NAMSS for any stains, etchings, acid or other burns, adhesive residue or other damages or debris caused or left by the Exhibitor or its representatives.
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24. FIRE REGULATIONS: All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Oregon Convention Center and the Multnomah County Fire Marshal.

Any Exhibitor having equipment that produces heat, smoke or open flames as an integral part of product demonstration must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Such Exhibitors must receive written approval of plans from the Oregon Convention Center, the Multnomah County Fire Marshal and from NAMSS. A heat producing device form to request approval from the Multnomah County Fire Marshal is included in the Exhibitor Services Manual.

A complete list of all fire regulations is included in the Exhibitor Services Manual. The Multnomah County Fire Marshal has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

25. NAMSS PHOTOGRAPHY. The Exhibitor understands that during the course of the 2020 Exhibition, the Exhibitor’s Booth, merchandise, shelf or staff may be photographed. Exhibitor gives permission for any resulting photographs to be used by NAMSS for promotional or educational purposes.

26. NAMSS LOGO USAGE. Usage of the NAMSS logo in any form must be approved by NAMSS. All usages of the NAMSS logo must strictly adhere to the NAMSS graphics standards. For final use of the NAMSS logo will only be granted once an example of use is presented and approved by NAMSS.

27. LICENSES AND PERMITS. The Exhibitor, at its own expense, will obtain all licenses, permits and approvals required and pay all taxes, including, but not limited to, sales tax, that accrue during the exhibition.

28. AMENDMENTS/INTERPRETATION: The decision or opinion of the Tradeshow Manager in the interpretation of this contract shall be final and binding on the Exhibitor. NAMSS reserves the right to amend and enforce these Exhibitor/Sponsor Rules & Regulations. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by all Exhibitor/Sponsor Rules & Regulations set forth therein, or by any subsequent amendments. NAMSS reserves the sole right to interpret these Exhibitor/Sponsor Rules & Regulations. All interpretations are final.

29. ENFORCEMENTS/MISCELLANEOUS: The Exhibitor/Sponsor Rules & Regulations set forth herein will be enforced by NAMSS. This Contract is governed by U.S. District of Columbia law and the Exhibitor consents to the exclusive jurisdiction of the District and Federal courts seated in the District of Columbia, with respect to any action arising out of this contract or NAMSS Educational Conference & Exhibition. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law. This Contract will be binding on the Exhibitor’s heirs, successors and assigns.

30. EXHIBITOR LIABILITY, INDEMNIFICATION & INSURANCE: Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the NAMSS Educational Conference & Exhibition. Neither NAMSS, its directors, officers, employees, agents, subcontractors nor management of the Exhibition (hereinafter “Show Management”) are responsible for Exhibitor’s property or any loss thereto from any cause. EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

Exhibitor agrees that it will indemnify, defend and hold Show Management, NAMSS, their respective officers, directors, employees, agents and each of them, harmless from and against a) Exhibitor’s performance or breach of this Contract including acts of its employees, agents and contractors; b) Exhibitor’s failure to comply with applicable laws, regulations and ordinances; and c) All claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of Exhibitor or
any of its agents, employees, subcontractors, guests, licensees or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole negligence, or gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor, or relating to this lease or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including reasonable attorneys’ fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS EXHIBITOR/SPONSOR RULES & REGULATIONS.

Exhibitors are required to maintain and provide a certificate of insurance evidencing the following:

1. General liability with limits not less than $1M per occurrence, $2M aggregate
2. Owned (if applicable), hired and non-owned auto liability with limits not less than $1M per occurrence
3. Workers’ compensation with state statutory limits
4. Employer’s liability with limits not less than $500k/$500k/$500k
5. Commercial umbrella liability with limits not less than $1M
6. Personal property and equipment on a special form replacement cost basis

NAMSS, SmithBucklin Corporation and the Oregon Convention Center are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability. A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A-VII.

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