

APPLICATION FOR EXHIBIT SPACE- 9/23/20 - SeaCrest, Falmouth

We hereby apply and authorize you to reserve exhibit space in the Massachusetts Association of REALTORS® Conference & Trade Show on September 23, 2020 with a one-day trade show. Upon acceptance of this application by the Massachusetts Association of REALTORS®, we agree to abide by all the Terms and Conditions including updates that may be found in the Vendor Service Package. Contracts must be completed and signed in order to be processed.

Order Form

Company Name _____

Mailing Address _____

Suite _____

City _____

State _____ Zip _____

Telephone _____

Fax _____

Primary Contact Email _____

Primary Contact Name _____

Primary Contact Title _____

Primary Contact Phone Number _____

Onsite Contact Name _____

Onsite Contact Phone Number _____

Please list any companies that you prefer not to be located next to:

Client signature _____

Payment/Cancellation Policy

To submit payment, please send the appropriate information to Urszula Moussa via the contact information listed below. Payment will only be accepted via phone, fax or check.

Urszula Moussa
Marketing & Member Services Manager
Massachusetts Association of REALTORS®
333 Wyman Street, Waltham, MA 02451
Phone: (781) 839-5531 email: urszula@marealtor.com

Credit Card ☐ Check ☐

Payment/Cancellation Policy

Payment should be made payable to the Massachusetts Association of REALTORS® according to the following schedule: 100% due with contract. Cancellation: Any cancellation received on or after July 31, 2020 will be assessed 100% of the rental fee; regardless of reason for the cancellation. Cancellation of contract by vendor on or before July 31, 2020 will be refunded at 50% of rental fee. No exhibitor may assign, sublet the whole or part of the space allotted, nor exhibit any goods other than those manufactured or handled by the exhibitor in the regular course of business. Full payment must be made before service kits will be released to exhibitor.

Order Form

Exhibit booth for one-day Trade Show, September 23, 2020

EXHIBIT BOOTH

10' x 8' Exhibit Booth \$1,250 x _____ (# of booths) = \$

CONFERENCE & TRADE SHOW SPONSORSHIPS

Item(s) you wish to sponsor: _____ \$ _____

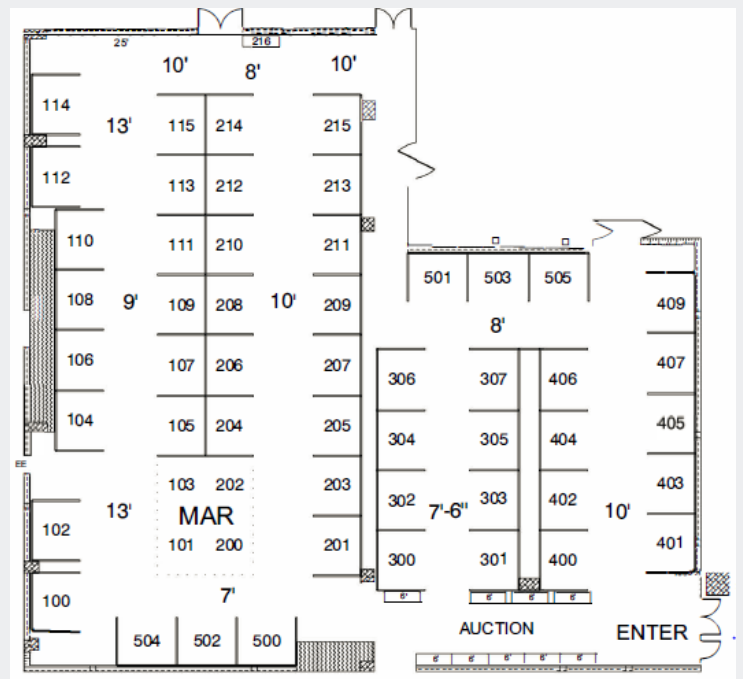
Sponsorship Added Value Package: _____ \$ _____

Advertisement in Guide to Trade Show: _____ \$ _____

TOTAL INVESTMENT

\$

FLOOR PLAN



Rules and Regulations

The undersigned agrees to abide by all rules, requirements, restrictions, and regulations as set forth in this agreement including Terms and Conditions and their updates found in the Official Vendor Service Package or as may be especially designated by the Massachusetts Association of REALTORS®, and current conference location. Failure to abide by such rules and regulations will result in forfeiture of all monies paid or due to the Massachusetts Association of REALTORS® under the terms of this agreement. Recording or video taping of any portion of the MAR Conference and Trade Show without the expressed written consent of the MAR CEO/Executive Vice President is prohibited.

TERMS & CONDITIONS

1. PAYMENT/CANCELLATION POLICY Payment should be made payable to the Massachusetts Association of REALTORS® according to the following schedule: 100% due with contract. Cancellation: Any cancellation received on or after July 31, 2020 will be assessed 100% of the rental fee; regardless of reason for the cancellation. Cancellation of contract by vendor on or before July 31, 2020 will be refunded at 50% of rental fee. No exhibitor may assign, sublet the whole or part of the space allotted, nor exhibit any goods other than those manufactured or handled by the exhibitor in the regular course of business. Full payment must be made before service kits will be released to exhibitor.

2. RULES AND REGULATIONS The undersigned agrees to abide by all rules, requirements, restrictions, and regulations as set forth in this agreement including Terms a& Conditions and their updates found in the Official Vendor Service Package or as may be especially designated by MAR, the conference location. Failure to abide by such rules and regulations will result in forfeiture of all monies paid or due to the MAR under the terms of this agreement. Recording or video taping of any portion of the MAR Conference and Tradeshow without the expressed written consent of the MAR CEO/ Executive Vice President is prohibited.

3. APPLICATION AND ELIGIBILITY. Application for booth space must be made on the printed form provided by the MASSACHUSETTS ASSOCIATION OF REALTORS® (hereinafter, "MAR"), contain the information as requested and be executed by an individual who has the authority to act for the applicant. The MAR reserves the absolute right to decline any application for space for any reason, if, in the MAR's judgment, the products or services to be shown or demonstrated are not applicable to the real estate business, are inconsistent with the stated purposes of the MAR and the interest and welfare of its members, or are unreasonable duplication of services or products offered by or available from the MAR. The MAR further reserves the right to limit the number of producers or suppliers of specialty promotion items or merchandise not directly utilized in effectuating real estate transactions.

4. PAYMENT DATES. No booths will be assigned or guaranteed until the MAR has received the total booth fee. If full payment is not received with application, MAR shall have the right to resell the assigned booth space and would result in forfeiture of any deposit. Exhibitor expressly understands and agrees that all amounts paid hereunder will be first applied to any outstanding obligations due to the Convention Division of MAR by Exhibitors, and then to the amounts due in accordance with this paragraph hereof, that any resulting arrearages must be paid, and that MAR shall have the right to cancel this agreement if Exhibitor is or becomes in arrears with respect to any outstanding obligation due to MAR.

5. CANCELLATION OF BOOTH SPACE. In the event Exhibitor notifies MAR in writing of Exhibitor's intent to repudiate the contract after acceptance but before two months prior to the event, the MAR shall be entitled to retain 50% of the full exhibit booth price as liquidated damages. If the MAR receives such notice of the Exhibitor's repudiation after two months prior to the event, MAR reserves the right to retain the full exhibit booth price as liquidated damages, and not as a penalty, to re-sell or re-assign the booth space.

6. BOOTH SIZE. All booths will be 10' deep and 8' wide, or as indicated on the floor plan.

7. BOOTH, FURNISHINGS, EQUIPMENT AND SERVICE.

on aluminum framework with back wall 8' high, side rails 36" high, and identification sign. Exhibit display must not project so as to obstruct the view of the adjacent booths. In the rear 4' of all booths, display material or equipment may be placed to a height not exceeding 12'. In the remainder of the booth, all display material or equipment shall not exceed 42" in height.

8. ASSIGNMENT OF BOOTH SPACE. All space assignments shall be made by the MAR, in its sole discretion as Application/Agreement and payments are received and accepted provided, however, that Divisions or Affiliates of MAR shall be given preference in the allocation of exhibit space and assignments of exhibit locations. In addition, the following booth space assignment rules shall apply:

- Booth assignments shall be made as soon as possible after receipt of properly completed contract application and the required fees, and will be confirmed by the MAR not later than 21 days thereafter.
- MAR reserves the right to make and/or to change all booth assignments as it deems appropriate.
- MAR reserves the right to take into consideration an Exhibitor's prior participation in MAR's trade exposition when assigning booth space.

9. INSTALLATION/DISMANTLING AND STAFFING OF EXHIBITS. Installation and dismantling hours will be announced. MAR reserves the right, in its absolute discretion, to impose reasonable limitations on the number of exhibit staff within an exhibit and encourages exhibitors to obtain approval for the number of staff prior to the Event. Exhibit booths must be staffed during all open show hours and no Exhibitor will be permitted to dismantle prior to the close of the show. Any company violating this regulation may lose seniority points for future booth assignments or may be denied exhibit space in future trade expositions. Use of exhibitor space by parties other than company representatives is expressly prohibited.

10. ADDITIONAL EXHIBITOR SERVICES. All other services are available to Exhibitors at normal charges, through the official convention contractor, (hereinafter "Official Contractor").

11. SUBLETTING BOOTH SPACE. Exhibitor may not assign, sublet, or apportion all or any part of one's contracted booth space, nor may Exhibitor permit the display, promotion, sales or marketing of non-Exhibitor products or services in their booths.

12. ARTICLES OF EXHIBIT. If exhibitor changes, adds or deletes a product or service being represented in your booth since Exhibitor submitted a contract application, Exhibitor must put this in writing no later than eight weeks prior to the show.

13. MUSIC LICENSING. In the event Exhibitor plays recorded music at the space, which is the subject of this application, Exhibitor warrants that it has obtained appropriate licenses and has the authority to use such copyrighted music. Exhibitor agrees not to have any live musical performance at exhibitor space.

b. Exhibitor warrants further that it is the sole owner of all copyrighted material appearing in its exhibit space or in the alternative has obtained appropriate licenses to display such materials.

c. Exhibitor agrees to defend, indemnify, save and hold MAR harmless from and against any and all claims arising with regard to the warranties made in this paragraph.

14. UNACCEPTABLE EXHIBITS. The Exhibitor agrees not to utilize any displays which MAR determines in its absolute discretion, would unreasonably endanger the person or property of the attendees or of the Exhibitors, are in bad taste, are liable to discredit or subject the MAR to criticism or legal

liability, are inconsistent with the stated purposes of the Massachusetts Association and the interest and welfare of its members, are inimical to the property rights of the Massachusetts Association, or violate those booth regulations described in paragraphs 6, 11, 12, 13, 21, 23, 24 or any other provision of this contract. In the event the MAR determines at any time that any exhibit may or does violate this paragraph and the Exhibitor is unable or unwilling to cure or correct such violation, MAR may terminate this Agreement immediately and forbid erection of the exhibit or may remove or cause the exhibit to be removed at Exhibitor's expense and Exhibitor hereby waives any claim for refund of the exhibit booth or other damages arising out of such termination and/or exhibit removal. If any Exhibitor is uncertain as to whether an exhibit is in compliance with all regulations and requirements, contact MAR.

15. SECURITY. The MAR and facility cannot and does not insure the safety of persons or the protection of property during this event.

16. INSURING THE EXHIBITS. Exhibitors are encouraged to insure their exhibits, merchandise and display materials against theft, fire, etc. at their own expense. It is suggested by MAR that Exhibitor contact Exhibitor's insurance broker and obtain all risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to Exhibitor's existing policy covering same.

Neither the exhibit facility, MAR nor the Official Contractor will be responsible for loss or damage to any property in storage, in transit to or from the exhibit building, or while in exhibit building for any loss of income as a result of any reduced sales due to such loss or damage. All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in storage, in transit to or from or within the confines of the exhibit hall even though it may at times be under the temporary control of the MAR or the Official Contractor.

17. REALTOR® MARKS. The Exhibitor acknowledges that the MASSACHUSETTS ASSOCIATION OF REALTORS® (hereinafter "MAR") is the owner of all right, title and interest in and to the federally registered collective membership marks REALTOR®, REALTOR-ASSOCIATE® and the REALTOR® Logo (hereinafter "Marks"). Any and all use of such Marks, or any others owned by the MAR, by the Exhibitor shall be subject to prior written approval by the Office of the General Counsel of the National Association of REALTORS®. All use of any of the Marks shall be consistent with the approval granted to Exhibitor by the MAR. MAR reserves the right to cause the removal or cessation of the use by Exhibitor of the Marks or any other mark which the MAR deems to be offensive, inappropriate, improper, incorrect or inconstant with the approval granted.

18. FAILURE TO OCCUPY SPACE. Any space not occupied at the facility by the official opening of the show, shall be forfeited by the Exhibitor, and space may be resold, reassigned, or used by MAR or exhibit staff without refund, unless a request for delayed occupancy has received prior approval of the MAR. Failure to notify MAR of cancellation prior to the start of the show may be cause for denial of exhibit space in future trade expositions.

19. FIRE REGULATIONS. No combustible decoration shall be used at any time. All packing containers, excelsior and wrapping paper must be flameproof and are to be removed from the floor and must not be stored under tables or behind displays. All materials used in the exhibits must be fireproof and flameproof and must comply with all local fire ordinances and hotel regulations. Open flames, butane gas, oxygen tanks, etc. are not permitted.

20. LIABILITY FOR DAMAGES OR LOSS OF PROPERTY. Exhibitor agrees to protect, indemnify and hold

harmless MAR, the facility and the Official Contractor from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income which might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits therefrom, including that caused by or resulting from the negligence of the MAR or any breach of the terms and conditions and representation made by Exhibitor written in this contract. The facility and MAR shall not be responsible or liable for any injury, loss or damage to any property or person brought in by the Exhibitor or otherwise located in the exposition premises.

21. ROOM DISPLAY. The use or display of any promotional material by exhibitor outside of exhibitor's booth space is expressly prohibited.

22. DAMAGE TO FACILITY. Exhibitor is solely responsible for any damage to exhibit facility. Nothing shall be posted or nailed or otherwise attached to columns, walls, floors or other parts of the building or furniture. Distribution of gummed promotional stickers or labels is PROHIBITED. Anything in connection therewith necessary or proper for the protection of the building and equipment will be charged at the expense of the distributing exhibitor. In the event that any damage occurs to hotel furniture, fixtures, building or equipment caused by installation, presence and/or removal of exhibits and exhibit materials, the responsible exhibitor shall reimburse the facility for the cost of such repairs or replacements as may be necessary.

23. ADVERTISING MATERIAL. Except as otherwise provided, the MAR shall not endorse, support or be liable for the claims made by the Exhibitors as to the qualities or merits of their products or services, and no advertising or mention shall indicate, claim or suggest such endorsement or support. All handouts must be distributed from within the exhibit booths. See also Paragraph 17 hereof concerning registered trademarks owned by the MAR.

24. CANCELING EXHIBIT. If for any cause beyond the control of MAR, such as; but not limited to; the destruction of the exhibit facilities by an Act of God, the public enemy, authority of law, fire or other force majeure, MAR is unable to comply with the terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by Exhibitor shall be refunded to Exhibitor, less expenses incurred by MAR to the date of the termination allocable to Exhibitor after proration thereof among all Exhibitors.

25. EXHIBIT SPACE FLOOR PLAN. Every effort will be made to maintain the general configuration of the floor plan for this convention. However, MAR reserves the right to modify the plan if necessary, as determined solely by the MAR.

26. MISCELLANEOUS. The Exhibitor expressly agrees to be bound by all the terms, conditions and specifications herein listed And by the Rules and Regulations established by MAR from time to time thereafter modified, and expressly agrees that this contract and such Rules and Regulations contains the entire agreement between the parties hereto and supersedes any prior agreement, written or oral. This contract shall be interpreted under the law of the United States and the State of Massachusetts.

27. EXHIBITION SERVICES CONTRACTOR. An exhibitor service kit will be forwarded to you prior to this event.

28. FUNCTION SPACE. Any space request for group functions on an individual basis must be coordinated with the MAR Education / Events Manager, through the Convention Division of the Massachusetts Association of REALTORS® (781)839-5513.