CONTRACT TERMS & CONDITIONS

1. CHARACTER OF EXHIBIT

The purpose of the NADA Show 2021 is to promote the highest standards of efficient management, ethical and business-like practices, and knowledge useful to the improvement and efficiency of dealership operations. The Expo is intended to complement and enhance the NADA Education Program and is designed to educate NADA members and industry participants about industry products or services and to stimulate interest in and demand for these items. Each Exhibitor agrees to exhibit only its products or services used in the business of the automobile/truck dealer.

NADA reserves the right to reject, eject, prohibit, or decline any exhibit in whole or in part, or any exhibitor or its representatives, with or without giving cause, including, but not limited to any failure to comply with terms and conditions, rules and regulations, or creation of an unreasonable disruption or disturbance. In particular, "stalking the aisles" of show attendees, or other improper behavior outside an exhibitor's assigned booth may result in loss of priority points, immediate closing of the exhibitor's booth, prohibition from exhibiting at future shows, or other penalties at NADA's sole discretion.

2. ACCEPTANCE

2.1 NADA reserves the right to unilaterally determine the eligibility of any company or product for inclusion as an exhibitor or participant in the Expo.

2.2 Acceptance of this Contract by NADA should in no way be construed as, and does not constitute or represent, an endorsement, evaluation, review, approval, or recommendation of any kind by NADA of either an exhibiting company or its products or services.

2.3 Exhibitor represents that any goods, services, or other products displayed, described or otherwise presented at the Expo comply with all applicable federal, state, and local laws, ordinances, and regulations.

3. FAILURE TO MAKE PAYMENT

If Exhibitor fails to make any scheduled payment by the date specified, NADA reserves the right, at its sole option, to cancel this Contract. Under such circumstances, NADA will have the absolute right to sell, utilize, or otherwise dispose of the Expo space that had been reserved for Exhibitor, in any manner NADA deems appropriate, with no liability or obligation whatsoever to Exhibitor. In event of cancellation due to Exhibitor’s failure to make payment, NADA will also be entitled to recover liquidated damages as provided in Section 5.

4. CANCELLATIONS AND SPACE REDUCTION

Exhibitor understands that commitments have been, or will be made by NADA in reliance upon Exhibitor’s agreement to perform its obligations under this Contract, and therefore Exhibitor understands and agrees that it has no right to cancel this Contract except as provided in Section 5 herein. Exhibitor also understands and agrees that because of the nature of the enterprise undertaken by NADA, which is dependent upon its securing a sufficient and satisfactory number of exhibitors and a suitable facility for the Expo, if NADA determines, in its sole opinion, that it is not practical to carry out the terms of this Contract for any reason, including but not limited to an insufficient number of exhibitors, or the unavailability or unsuitability of the facility for any reason including without limitation, Act of God, fire, flood, storm or threatened storm, earthquake, riot, strike, lockout, civil disturbance, actual or threatened terrorist attack or act of war, or restraint of government, or for any other reason beyond NADA’s reasonable control, NADA shall have the right to cancel this Contract, with no obligation or liability to Exhibitor. In event of such cancellation or if NADA cancels the Expo after it opens, Exhibitor hereby expressly waives any and all claims against NADA of every kind or nature. Nonetheless, in the event of a cancellation or space reduction, NADA may, at its sole option, elect to provide Exhibitor with a full or partial refund of fees Exhibitor has paid to NADA for exhibit space at the NADA Show 2021. In the current Covid-19 environment, should the NADA Show be cancelled, a virtual event will be held in its place and $3,400 of Exhibitor’s original booth payment will automatically be transferred to Exhibitor’s virtual booth listing in the virtual show experience and will include product description, show specials, video, etc. as provided and updated by the Exhibitor. Exhibitors will also receive one priority point for their virtual booth participation in 2021. In addition, any hotel bookings within the official NADA Hotel Block for sleeping rooms, meeting space, or function space will be cancelled for Exhibitor by NADA. Hotel reservations made by Exhibitor at properties not included within the NADA Hotel Block would need to be cancelled by Exhibitor.

5. REFUNDS

5.1 If NADA does not accept Exhibitor’s application for a reason other than non-payment or cancellation by Exhibitor, NADA will refund any deposit paid to NADA by Exhibitor for the 2021 Expo.

5.2 Exhibitor specifically recognizes and acknowledges that NADA will sustain losses that cannot be precisely determined if Exhibitor cancels its Contract after being assigned space by NADA or downsizes the booth space assigned to Exhibitor. Due to the difficulty, if not impossible, of determining such losses, Exhibitor agrees to pay the following amounts as liquidated damages, and not as a penalty, in the event Exhibitor cancels or downsizes its Contract in the time periods specified. Cancellation or space reduction on or before September 15, 2020 - 15% of the full exhibit rental price; cancellation or space reduction after September 15, 2020, but on or before December 4, 2020 - 25% of the full exhibit rental price; cancellation or space reduction after December 4, 2020 – 50% of the full exhibit rental price. Any cancellation or space reduction notices by Exhibitor must be submitted to NADA in writing and will be effective when received by NADA.

5.3 Booth Assignment and Cancellation or Space Reduction after the Final Payment Date. In the event that an Exhibitor’s booth is assigned after the final payment date of December 4, 2020, and the Exhibitor desires to cancel the contract or secure a smaller space size, the Exhibitor may qualify for a partial refund by submitting a written notice of cancellation or space reduction within 10 business days from their booth assignment date. Upon receipt of the written notice of cancellation or booth space reduction, the Exhibitor shall pay a cancellation fee equal to 25% of the total exhibit rental price. If the contract is cancelled or space reduced by Exhibitor at any time after 10 business days following the booth assignment date, the Exhibitor shall pay a cancellation or reduction fee equal to 50% of the total exhibit rental price.

5.4 Booth Cancellation after order for eBooth Enhancement. A booth cancellation after an order for an eBooth Enhancement will cause automatic cancellation of any eBooth listing and any eBooth enhancements purchased. Refunds will be made of eBooth fees paid minus a $25 cancellation fee and an additional $200 cancellation fee for each floor plan logo or video purchased.

5.5 Show Cancellation before live event date. In the current Covid-19 environment, should the NADA Show be cancelled, Exhibitor’s booth space will automatically be cancelled and Exhibitor shall be entitled to a full refund of monies paid for live booth, minus $3,400 for Exhibitor’s virtual show listing. Refund payment to Exhibitor will be processed within 90 days of the original expo start date of January 22, 2021. Exhibitor’s virtual booth will still entitle Exhibitor to one priority point for participation as part of the virtual NADA Show 2021.

6. ASSIGNMENT, RELOCATION, POSSESSION OF EXHIBIT SPACE, AND TRAFFIC AT EXHIBIT SPACE

Exhibitor understands and agrees that NADA has sole and unlimited discretion over the assignment of booth locations and space. NADA may assign any space to any exhibitor for any reason, and is under no obligation to assign Exhibitor any of the booth locations preferred by the Exhibitor. Further, NADA reserves the right to change Exhibitor’s assigned location at any time in NADA’s sole discretion if deemed in the best interests of the Expo. Exhibitors who request a relocation of their booth after NADA has assigned a specific location or booth size may be assessed a Relocation Charge at NADA’s sole discretion.

NADA makes no representations or guarantees regarding the number of individuals attending the Convention or the number of visitors to a particular booth or exhibitor. Exhibitor understands and agrees that NADA has no control over exhibit traffic and hereby waives any and all claims for refund, discount, damages, or any other relief related to the nature, quality, or location of the Convention facilities or the Exhibitor’s assigned space. Exhibitor must take possession of its assigned exhibit space by 12:00 Noon, Thursday, January 21, 2021. If Exhibitor fails to take possession by this date and time, Exhibitor will be deemed to have voluntarily cancelled this Contract, and NADA will have the absolute right to, at its sole option, sell, utilize or otherwise dispose of Exhibitor’s assigned space in any manner NADA deems appropriate, without any liability or obligation whatsoever to Exhibitor.

7. SUBLETTING – PRIOR APPROVAL REQUIRED FOR CO-EXHIBITORS

7.1 Exhibitor agrees that the space assigned to Exhibitor is intended for Exhibitor’s sole use to exhibit only the goods or services described in Exhibitor’s application. Exhibitor agrees that it will not share, assign, sublet, subdivide, apportion, or otherwise allow any persons, parties or entities other than Exhibitor to use in any manner, the space assigned to Exhibitor, or any portion of that space, without submitting a written application to NADA. Such application shall identify by name any potential Co-Exhibitor, describe the relationship between the primary Exhibitor and Co-Exhibitors, and detail the Co-Exhibitor’s products and services to be exhibited.
liable in any instance for any expense incurred by Exhibitor related to the Convention or otherwise, Exhibitor understands and agrees that it is responsible for its own expenses. NADA will not be

12. EXHIBITOR EXPENSES

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE

9. COPYRIGHT INFRINGEMENT

8. NAME CHANGES

Exhibitor represents that the name of the exhibiting company and the service or product to be displayed as shown in Exhibitor’s application are correct, and accurately reflect Exhibitor’s intended booth display at the Expo. NADA reserves the right to cancel this Contract in the event of any change (a) in the name of the exhibiting company, (b) in the products or services to be exhibited, or (c) in the ownership of the exhibiting company. Exhibitor agrees to notify NADA in writing within ten (10) business days of the occurrence of any of the events listed in the preceding sentence. If NADA cancels this Contract under this Section 8, NADA will refund any exhibit booth rental fees Exhibitor has previously paid to NADA for the NADA Show 2021.

Exhibitor shall, at its own expense, secure and maintain through the period of the Expo, inclusive of move-in and move-out days, the following insurance: (a) worker’s compensation insurance; (b) employer’s liability insurance with limits not less than $1,000,000 each accident; (c) commercial general liability insurance with limits not less than $1,000,000 each occurrence combined single limit for bodily injury and property damage; and, (d) automobile liability insurance with limits not less than $500,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired vehicles, including loading and unloading operations. Required commercial general liability and automobile liability insurance policies shall name NADA, its affiliates and their respective officers, directors, agents and employees as additional insureds.

12. EXHIBITOR EXPENSES

Exhibitor understands and agrees that it is responsible for its own expenses. NADA will not be liable in any instance for any expense incurred by Exhibitor related to the Convention or otherwise, due to terms of the lease that NADA has with the proprietors of the Expo building, or for any other cause whatsoever.
18. AMENDMENT TO TERMS AND CONDITIONS
Any and all matters or questions not specifically covered by these Terms and Conditions shall be subject to the sole discretion of NADA. NADA may, at any time, in its sole discretion, make reasonable changes, amendments, or additions to these Terms & Conditions, the Exhibit Rules & Regulations, or the Exhibit Design Regulations. Any such changes, amendments, or additions shall be binding on Exhibitor equally with the other terms and conditions contained herein.

19. MISCELLANEOUS
19.1 Neither party shall be liable for failure to perform its obligations if prevented from doing so by any cause beyond its reasonable control, including but not limited to fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, actual or threatened terrorist attacks, shortage of or inability to obtain materials, supplies or utilities, or any law or governmental action which becomes effective after the date of execution of this Contract.

19.2 If any provision of this Contract is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof.

19.3 The headings in this Contract are intended for convenience of reference and shall not affect its interpretation.

19.4 This Contract contains the entire understanding of the parties relating to the subject matter hereof, and supercedes any prior or contemporaneous understanding or representation, whether written or oral.

19.5 This Contract shall be deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any conflict of laws provisions. Each of the parties to this Contract irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding (collectively “Suit”) arising out of or in any manner related to this Contract, whether directly or indirectly, shall be brought and adjudicated in the U.S. District Court for the Eastern District of Virginia, Alexandria Division or the Fairfax County Circuit Court, Fairfax, Virginia. (b) submits to the exclusive jurisdiction of such court for the purpose of any such Suit, (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such Suit, any claim that such party is not subject to the jurisdiction of any of the courts referred to above, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper, and (d) hereby irrevocably waives any right to trial by jury in any court in any Suit for the adjudication of any claim or dispute between the parties arising under or relating to this Contract.

19.6 Exhibitor is solely responsible for, and agrees to pay when due, any and all sales, use, property, excise or other taxes imposed by any governmental authority upon or arising from Exhibitor’s activities in conjunction with the Expo, including, but not limited to, Exhibitor’s sale of goods or services. Exhibitor agrees, represents, and warrants that it will file any tax returns or similar documents required by any governmental authority.