

2012 NRA Great American Hunting & Outdoor Show

License Agreement – Exhibition Rules and Regulations

Exhibit Hall Days, Dates, & Hours:

- Friday, January 27, 2012
3:00 P.M. – 9:00 P.M.
- Saturday, January 28, 2012
9:00 A.M. – 7:00 P.M.
- Sunday, January 29, 2012
9:00 A.M. – 6:00 P.M.

General:

The company, its employees and agents, as described on page one, is herein after referred to as “Exhibitor.” The National Rifle Association of America (and its officers, agents, and employees) is herein after referred to as “Management,” and the Great American Hunting and Outdoor Show as “Exhibition.” Exhibitor agrees to prepare an exhibit of its products, as described on page one, in accordance with these rules. Exhibitor must have paid in full before Exhibitor will be permitted to install its display. The actual occupancy of the space taken by Exhibitor is of the essence of this Agreement. If Exhibitor does not occupy such space, Management is authorized to occupy such space or to cause such space to be occupied as Management deems in the best interest of the Exhibition without in any way releasing Exhibitor from any liability hereunder. Management reserves the right to relocate Exhibitor to space other than specified on page one. It is further agreed that the conditions, rules, and regulations printed on this Agreement or any attachments hereto, and in the exhibitor’s manual, as any of such may be amended from time to time, are made a part hereof as though fully incorporated herein, and Exhibitor agrees to be bound by such. All payments are non-refundable in the event Exhibitor cancels, withdraws, downsizes, defaults, or is not present for the Exhibition. Carefully read the “Cancellation, Withdrawal, Downsizing, and Default Policy” to ensure you fully understand your rights and financial obligations. This Policy will be strictly enforced. A non-refundable payment in accordance with Payment Schedule is required upon Exhibitor’s return to Management

of this License, in order to reserve a booth.

Cancellation, Withdrawal, Downsizing, and Default Policy:

In the event Exhibitor seeks to cancel this Agreement or withdraw from the Exhibition, or downsize its space requirements for the Exhibition, Exhibitor may only do so by giving written notice to Management, by certified mail, return receipt requested. The date of cancellation, withdrawal, or downsize in space as applicable shall be the post mark date on the notice. If Exhibitor cancels, withdraws, or downsizes space requirements, Exhibitor agrees to pay on demand to Management, the amounts set forth on page one, as applicable, as liquidated damages and not as a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. In case of downsizing, in addition to the assessed liquidated damages, Exhibitor’s booth location on the floor plan of the Exhibition may be moved. In the event Exhibitor defaults in any of its obligations under this Agreement, in addition to having the right to direct Exhibitor to vacate the Exhibition hall, Management shall have the right to collect from Exhibitor on demand the full amount of Application fees payable to Management as of the date of default, as well as the right to pursue any other remedy afforded it by law.

Eligible Exhibits:

Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants. Management reserves the right to determine the eligibility of any product for display. Exhibiting manufacturer’s representatives and/or distributors must list its participating principals as the exhibitors of record. Only the sign of Exhibitor may be placed on the booth or in the printed list of exhibitors of the Exhibition. No exhibitors or advertising will be allowed to extend beyond the space allotted to Exhibitor, or above the

back and side rails of such space. Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely by strict compliance with these rules. Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or any of Exhibitor’s representatives upon Management’s good faith determination that the same is not in accordance with these rules and regulations, or is inappropriate or not in the best interest of Management.

Observance of Laws:

Exhibitor hereby agrees to abide by and observe all federal, state, and local laws, codes, ordinances, rules, and regulations, and all the rules and regulations of the Exhibitions facility, including but not limited to the possession and display of all firearms and firearms-related material. Exhibitor hereby agrees that Exhibitor will not use or permit Exhibitor’s booth(s) to be used for any illegal, disorderly or improper purpose or in violation of any laws, ordinances or rules or regulations.

Limitation of Liability:

Exhibitor agrees to indemnify and hold harmless Management and the sponsor, owner, exhibition hall facility, and city in which this Exhibition is being held, and each of their respective officers, agents, and employees, against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from its execution of this Agreement, its occupancy of the space herein contracted for by reason of personal injuries, death, property damages, product liability related to the display or use of Exhibitor’s products and materials, or any other cause sustained by any persons or others. Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats, or

other causes. All such items brought to the Exhibition are displayed at Exhibitor's own risk, and should be safeguarded at all times. Neither the Exhibition nor Management accepts responsibility, nor is a bailment created for Exhibitor's property delivered by or to Exhibitor. Management will provide the services of a reputable protective agency during the period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by Management. Management makes no representations or warranties with respect to the number of Exhibition attendees or the demographic nature of such attendees.

Default:

If Exhibitor's booth is not occupied by the time set for completion of installation of displays, such space may be possessed by Management for any purpose it may see fit. If Exhibitor breaches any of its obligations or covenants under this Agreement, including without limitation any Exhibition rule or regulation promulgated pursuant to this Agreement, Management may, without notice, terminate this Agreement. In the event of such default, Management may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all of its articles of merchandise and other personal property from the space licensed and from the Exhibition Hall. Also, refer to "Cancellation, Withdrawal, Downsizing, and Default Policy" of this Agreement for liquidated damages.

Sub-licensing/Booth Usage:

Exhibitor shall not sub-license, assign, or otherwise permit any person to occupy Exhibitor's booth, or any part thereof, or use the booth for the exhibition of anything not specified in this Agreement. Exhibitor may not exhibit, offer for

sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit non-exhibiting companies' representative to conduct business in its booth. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Ruling of the Management in its sole discretion shall in all instances be final with regard to use of any exhibit space.

Damage to Property:

Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

Taxes and Licenses:

Exhibitor shall be responsible for obtaining any licenses, permits or approvals under federal, state, or local law applicable to its activities at the Exhibition. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Exhibition.

Labor:

Exhibitors are responsible for the setup and teardown of their own exhibits. Exhibitors shall employ only their own labor, as made available by official contractors in the installation and dismantling of its exhibit, and in its operation when required by the agreement. An exhibitor planning to build special displays shall employ their own labor to complete display setup and teardown.

Special Services:

Electricity is free for Exhibitors. Exhibitors will provide their own indoor/outdoor extension cords from their display to electrical outlet. Electrical extension cords must be approved by Management. Other utilities, such as gas and water, as well as other special services needed by individual exhibitors, are provided only when the Exhibitor orders and agrees to pay for them specially from the persons authorized to supply such services in conformity with city, insurance, and other requirements.

Booth Representatives:

Booth Representatives shall be restricted to Exhibitor's employees and their authorized representatives. Booth representatives shall at all times wear badge identification furnished by Management. Management may at any time limit the number of booth representatives. All booths must be staffed by Exhibitor during all hours the show is open.

Electrical Safety:

All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

Safety and Fire Laws:

All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in Shipley Arena is prohibited. Crowding will be restricted and aisles and fire exits must not be blocked by exhibits. No decoration of paper, pine boughs, leafy decorations, or tree branches is allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted.

Copyrighted Material:

Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to Management that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify, and hold harmless Management from any damages or expenses incurred by management due to Exhibitor's use or authorization of use of such music. Exhibitor further warrants to Management that it will take full responsibility for obtaining all necessary rights and has paid all required royalties, fees, or other payments for any copyrighted material, and agrees to defend, indemnify, and hold harmless Management from any damages or expenses incurred by Management due to Exhibitor's use or authorization of such material.

Listings and Promotional Materials:

Exhibitor hereby grants to Management or its affiliates a fully paid, perpetual non-exclusive license to use, display and reproduce Exhibitor's name, trade names, and product names in any directory (print, electronic, or other media) listing exhibitors at the Exhibition and to use such name in Management's or its affiliates'

promotional materials. Management shall not be liable for any errors in any listing or descriptions, or for omitting Exhibitor from any such listings or descriptions. Exhibitors not current with payment to the Management will not be included in any listing, directory, or promotional materials.

Lotteries/Contests:

The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval from Management.

Personnel and Attire:

Management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of other exhibitors and the Exhibition. Further, Exhibitor expressly agrees that it will not, nor will its employees or representatives, conduct official exhibitor functions in private rooms during business hours of the Exhibition.

Entire Agreement/ Additional Terms and Conditions:

This Agreement contains all terms and conditions agreed to by Exhibitor and Management, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist

or to bind Management. All changes to this agreement must be written and signed by Management. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions on any purchase order or other documents Exhibitor submits to Management. No presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by a particular party. Exhibitor agrees that if Management takes legal action to enforce this Agreement, Exhibitor shall be responsible for all reasonable costs, including attorney's fees, for such enforcement.

Jurisdiction and Venue:

This Agreement and any disputes arising thereunder shall be governed by and construed under the laws of the Commonwealth of Virginia, or, if applicable, federal law. Exhibitor and Management hereto agree that all legal proceedings relating to the subject matter this Agreement shall be maintained exclusively in courts sitting within the County of Fairfax, Virginia or the City of Alexandria, Virginia. Exhibitor and Management hereby consent to and subject themselves to the personal jurisdiction of such courts and agree that jurisdiction and venue for any proceeding arising hereunder shall lie exclusively with such courts.

*****This Show is NOT the NRA Annual Meetings & Exhibits.*****