

EXHIBITOR TERMS & CONDITIONS

The following materials comprise the contract regulations set forth by NAMB for all organizations and their personnel exhibiting at 2007 NAMB/WEST.

SET-UP, SHOW, & DISMANTLE HOURS

NAMB/WEST

Exhibit Set-Up Hours*

Sunday, Nov. 4, 2007 2:00 p.m. – 6:00 p.m.
Monday, Nov. 5, 2007 8:00 a.m. – 5:00 p.m.

Show Hours*

Tuesday, Nov. 6, 2007 10:00 a.m. – 5:00 p.m.

Dismantle Hours*

Tuesday, Nov. 6, 2007 5:00 p.m. – 11:00 p.m.
Wednesday, Nov. 7, 2007 8:00 a.m. – Noon

Walkthrough/Inspection by Fire Marshal*

Tuesday, Nov. 6, 2007 8:00 a.m.

Location

The MGM Grand Hotel and Conference Center
3799 Las Vegas Blvd. South
Las Vegas, NV 89109

Exhibits in:

Grand Ballroom

Registration in:

Pre-function Area/Grand Ballroom

*Schedule subject to change.

KEY CONTACTS:

Exhibits Manager

Jason Hawthorne Petty
National Association of Mortgage Brokers (NAMB)
7900 Westpark Drive, Suite T-309
McLean, VA 22102
Phone: 703-342-5859 Fax: 703-342-5905
Email: jpetty@namb.org

Official Decorator

A complete Exhibitors Service Manual will be sent to each exhibitor approximately 90 days prior to the event. For additional information contact:

Freeman Decorating
Phone: 702-407-4696

- Contract for Space** — The "Exhibit Space Rental Agreement" must be completed in its entirety and accompanied by a deposit of 50% of the total booth fee for the number of spaces requested. Applications will not be processed or spaces assigned until both contract and deposit are received at the National Association of Mortgage Brokers (hereinafter referred to as NAMB) headquarters. The signed "Exhibit Space Rental Agreement" and subsequent notice of assignment constitute a contract between NAMB and the exhibitor. Any point not specifically covered in these regulations, the Exhibitor Service Manual and the IAEE (formerly IAEM) Guidelines for Display Rule and Regulations is subject to the decision of NAMB, whose decision shall be final.
- Floor plan** — All measurements shown on the floor plan have been made as accurately as possible. However, NAMB reserves the right to make such modifications as may be needed, making equitable adjustments with the affected exhibitors. Floor plan updates will be posted at www.namb.org.
- Assignment of Space** — Booth space will be assigned at the discretion of NAMB with due regard to the history of support for the Association. For NAMB/WEST the order will include IP's, sponsors and the 2007 Annual Convention exhibitors. In the event of competing requests for booth space convention sponsorship status will be taken into account in the assignment of booths. Assignments will be made according to the schedule listed in the *Exhibit Space Rental Agreement*. The decision of NAMB with respect to booth space will be final and binding upon all exhibitors.
- Subletting of Space** — NAMB prohibits exhibitors from assigning or subletting any part of their allotted exhibit space with another business or firm. Contracts for exhibit space are between NAMB and each individual exhibitor, not between exhibiting companies. Therefore, the subletting of space is grounds for NAMB's termination of any contract that exists. This policy is strictly enforced.
- Payment Terms** — See 2007 Exhibit Space Rental Agreement.
- Refund and Cancellation Policy** — Notice of cancellation must be made in writing (no exceptions) and sent to Jason Hawthorne Petty in the Meetings Department at NAMB. Cancellations received by 5:00 p.m. EST, Friday, July 6, 2007, will be refunded 50% of the cost of the booth or 50% of the deposit already paid, (whichever is less). After the signing of the Rental Agreement, a decrease in exhibit space is considered to be the equivalent of a cancellation. Exhibitors will be held responsible for the original terms of the agreement. Cancellations made after this date will receive no refund.
- Use of Space** — Displays must be contained within the assigned booth spaces in such a way that they do not interfere with other exhibitors' displays. **Canvassing or distributing advertising matter outside of the exhibitor's rented space is not permitted and is grounds for removal from the exhibit hall and permanent banishment from future NAMB exhibitions.** All exhibits must conform strictly to the display guidelines included in this prospectus, the IAEE Guidelines for Display Rule and Regulations and the Exhibitor Service Manual. NAMB reserves the right to restrict any exhibits which might be considered undesirable or do not conform to these Contract Regulations. NAMB also reserves the right to make any modifications to these displays, at Exhibitor's expense, so that the exhibit conforms to the Contract Regulations.
- Physical Rules and Restrictions** —
 - The MGM Grand exhibit hall (NAMB/WEST) is fully carpeted.**
 - For all booth types, the term "exhibit booth" is considered to be contained in the space stated in the individual schematics contained within this prospectus, to the maximum heights stated. In no case is the exhibit hall ceiling, whether directly above the booth or not, considered to be part of the booth. **No ceiling or floor projection will be allowed.**
 - Height restrictions.** The booth height is limited to 8 feet. If you have an island booth the height limit has been increased to 20 feet. Total height of a booth is measured from the floor to the highest point of the tallest object in a booth. Contact NAMB (703-342-5859) if you have additional questions.
 - The Convention Center/Exhibit Halls requires that plans for all two story exhibits (double-deckers) be submitted for approval prior to installation. All such plans must bear the stamp of a registered structural engineer and/or certified architect and be accompanied by a letter from the engineer and/or architect stating that the exhibit conforms to the current city's building codes. Please contact Jason Hawthorne Petty before September 14, 2007 for more information.
- No booths may hang signs above their booth. All signs must be fire retardant. Please contact NAMB with any questions.
- No balloons or other helium-inflated items can be used within the exhibit hall unless approved in advance and in writing by NAMB.
- No tobacco products may be distributed on convention center/exhibit hall property. Alcohol may be purchased from and distributed by convention center/exhibit hall personnel with prior approval by NAMB.
- All materials within the exhibit booth area including but not limited to actual display unit, decorative items, furnishings, fabrics and floorings must meet and comply with all national, local and facility fire, electrical, plumbing, safety and hazardous material codes. Proper written certification must be available for viewing at the request of NAMB.
- Any item or items that do not comply are subject to immediate correction or removal at the discretion of NAMB at the Exhibitor's expense.
- Distribution of product or conducting sales of any type outside the contracted/assigned booth space is forbidden.
- Use of live models, performers and similar persons within the exhibit areas for product/service demonstrations, explanations, etc., must be approved by NAMB and must dress in a manner appropriate for the overall goals and objectives of all NAMB 2007 events. The wearing of leotards, tights, bathing apparel or "suggestive" uniforms shall not be permitted within the exhibit hall. If the aforementioned items are the actual product being exhibited by the exhibitor, then approval must be requested from NAMB in advance and in writing.
- NAMB reserves the right, with no liability whatsoever for damage, spoilage, or loss, to dismantle, dispose of, store or clear from the premises any display material, goods, property or merchandise of an exhibitor who has failed to comply with the aforementioned removal requirements and to order such work to be done at the sole expense of the Exhibitor.
- Holes may not be drilled, cored, or punched in the building.
- NOTE: NO OFF-SITE functions (meetings, receptions, etc.) are permitted during official NAMB sponsored activities (sessions, exhibit hall, opening reception, gala, etc.). Exhibitors are only permitted to begin operation of hosted events after 7:30 p.m. on Sunday, November 4, after 8:00 p.m., Monday, November 5, or after 5:00 p.m., Tuesday, November 6. Please see "Hospitality Suites and Hosted/Sponsored Functions, Item 21 next page."**
- Decorations** — Decorations may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, painted surfaces, columns, fabrics, doors, windows or walls. Glitter is not permitted in the Convention Center. Adhesive backed decals/stickers (except for name tags) may not be used or distributed on the premises. Decorations may not block exit doors, fire extinguishing equipment, sprinklers, or emergency lighting systems. All decorating materials must be constructed of flameproof material or treated with an approved flame proofing solution. The Authority and/or the City Fire Department may conduct safety tests. The Authority further reserves the right to charge for the cleanup and removal of decorations and special effect items.
- Shipping** — The Convention Center/Exhibit Hall will not accept advance shipment of freight or materials. All shipments delivered to the Convention Center/Exhibit Hall must arrive after move-in date begins and must be to the attention of the show general service contractor. (Please see the separate *Shipping/Materials Handling Information in the NAMB/WEST Exhibitor Service Manual(s) for further information.*) Under no circumstances will the Convention Center/Exhibit Hall accept C.O.D. deliveries.
- Installation and Dismantling of Displays** — All displays must be erected and substantially ready for viewing by 8:00 a.m. the day of the official opening of the exhibition (11/6/07). NAMB (or its designees) will begin its pre-opening inspection at this time. NAMB reserves the right to reassign any unoccupied space at this time, irrespective of any contracts made or payments received. A final pre-opening inspection will commence no later than two hours in advance of the date and hour officially announced for exhibition opening, at which time displays must be completely ready for viewing. Noisy or unsightly work in any Exhibitor's booth area after the above deadline and/or during exhibit show hours is prohibited. Exhibitor goods/materials received after the opening of the exhibition must be delivered to the booth at times approved in writing by NAMB, other than the official exhibit show hours. Goods and materials used in any display (except bona fide samples) may not be removed from the exhibit hall until the exhibition has been officially closed unless approved in writing and in advance of the show's opening date by NAMB. The deadline for removal of all materials from the exhibit hall will be enforced. It is the sole responsibility of each Exhibitor to have materials packed, identified, and cleared for shipment by the appropriate published move-out deadline. NAMB reserves the right, with no liability whatsoever for damage, spoilage, or loss, to dismantle, dispose of, store or clear from the premises any display material, goods, property or merchandise of an exhibitor who has failed to comply with the aforementioned removal requirements, and to order such work to be done at the sole expense of the exhibitor.

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- 12. Exhibitor Appointed Contractor** — Exhibitors may use contractors other than the Official Service Contractor (Freeman Companies) to set up, erect and dismantle exhibits **if, at least 30 days prior to the official move-in day, the exhibitor provides NAMB and Freeman Companies a written statement of authorization for such contractor.** This authorization should list the name of the supervisor to be in attendance; assume all responsibilities for acts of its contractors and hold harmless NAMB and/or MGM Grand and Freeman Companies from any injury to property of the contractors and the contractor's employees, subcontractors agents and servants; guarantee compliance with any and all laws, ordinances and regulations, all union and the Convention Center/Exhibit Hall; and guarantees all work will be coordinated through Freeman Companies, the Official Service Contractor, to assure orderly work flow. Exhibitors must also provide the following for their contractor: certificate of insurance naming NAMB as an additional insured, in the amount of \$1,000,000.00 combined single limit bodily injury and broad form property damage, including broad form contractual liability. Contractors must strictly comply with the foregoing or they will not be permitted on the premises. NAMB reserves the right to disassemble exhibits and charge to the exhibitor plus damages as aforesaid in event these exhibits are not dismantled in a timely manner, causing Exhibitor to remain on the premises beyond the authorized time. NAMB assumes no obligation to undertake disassembly and assumes no liability for any action in connection therewith.
- 13. Storage of Boxes and Crates** — Exhibitors will not be permitted to store boxes or packing crates in or behind booths. Boxes and crates must be removed from the exhibit floor one hour prior to the Exhibition opening and will be placed in storage provided they are properly labeled for storage. Boxes not labeled will be removed and destroyed as refuse.
- 14. Care of Exhibit Space** — Exhibitors must, at their own expense, vacuum, maintain, and keep the exhibit in good order along with the space, which has been contracted for the duration of the show. Booths located on the end of aisles, particularly those using elliptical telescoping backdrops, are required to dress the outside edge such that there appears to be a flush, finished appearance where one space abuts another. In the event that the outside end of a display is unfinished, the decorating company will erect a 3' x 8' drape at the expense of the exhibitor. If during the two hours prior to the opening of any scheduled exhibit hall event, NAMB determines that a booth needs vacuuming, this service will be contracted by NAMB at the Exhibitor's expense. NAMB further reserves the right, at its discretion and at the Exhibitor's expense, to require visual improvements to be made to conform to NAMB Exhibit Hall standards.
- 15. Labor/Safety/Fire** — Exhibitors will comply with all applicable statutes, ordinances, rules and requirements relating to health, fire, safety, and use of the premises. Booth decorations must be flame proofed and all hangings must clear the floor. Electrical wiring must conform to all federal, state, and municipal government requirements and the National Electrical Code Safety Rules. If inspection indicates that an exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, the right is reserved to cancel, at Exhibitor's expense, all or such part of the exhibit that fail to comply to code.
- 16. Booth Personnel** — Displays must be staffed during all NAMB Exhibition open hours. Badges must be worn at all times for admission to the Exhibition. Exhibitors assume all responsibility for their booth personnel and for all persons admitted to the Exhibition using their Exhibitor badges. Exhibitors must designate one individual who is the key contact for their display. It is mandatory that the primary contact attend any Exhibitor Meeting that may be scheduled.
- 17. Please review this service kit in its entirety.**
- 18. Children in the Exhibit Hall** — In accordance to state laws and to maintain a professional atmosphere throughout the Exhibition and to ensure the safety of NAMB members and their families, NAMB does not allow children under the age of 16 years in the exhibit hall during installation and dismantling hours. (Children under the age of sixteen years are allowed in the exhibit hall during official show hours only if accompanied by a parent or guardian.)
- 19. Operating Restrictions** — NAMB reserves the right to restrict displays which for any reason become objectionable and to prohibit or remove any displays which, in the opinion of NAMB detract from the general character, theme, purpose or appearance of the event. Unusual or distracting signs or illuminations are subject to immediate removal by NAMB at the sole expense of the exhibitor. Any firm or organization NOT officially assigned space will NOT be permitted to engage in any activities within the exhibit hall. The following activities are forbidden within any part of the exhibit facility unless approved by NAMB in writing prior to October 5, 2007:
- Sponsorship of food and/or beverage event (other than those arranged or sanctioned by NAMB) within the exhibit area, at the meeting hotels, or any facility used for the meeting, during meeting dates.
 - Distributing food or beverages, even if said food or beverage is the actual product produced by the Exhibitor. (If NAMB approves of food or beverage, it must comply with all federal, local, facility and exclusive contractor laws, codes or rules.)
 - All activities/dress of booth personnel shall in no way detract from or interrupt the activities of other exhibitors.
 - No walking the Convention Center/Exhibit Hall property distributing sales pieces or giving away items. See "Distribution of Materials in the Exhibit Hall."
- 20. Distribution of Materials in the Exhibit Hall/Convention Center and Hotel(s)** — The handing out of materials to attendees is forbidden unless it takes place within your booth space. This also includes distribution of materials on convention center/exhibit hall and/or hotel(s) property such as in front of the building, etc. The only way to distribute materials other than directly from your booth is to conduct a hotel door drop. Only official NAMB/WEST sponsors may place a one-page announcement in the conference tote bags.
- 21. Hospitality Suites and Hosted/Sponsored Functions** — Any type of sponsored function by an exhibitor (including Hospitality Suites) will only be permitted for exhibitors in good financial standing with NAMB. Companies interested in reserving a hospitality suite at the NAMB Hotel in June or November should contact Jason Hawthorne Petty (jpetty@namb.org). Exhibitors are not permitted to display equipment or products or to conduct product demonstrations in suites or sleeping rooms during any NAMB 2007 events.
- NOTE:** Any type of sponsored function by an exhibitor (including Hospitality Suites) is **NOT permitted during official NAMB sponsored activities (sessions, exhibit hall, opening reception and gala, etc.).** NAMB has attempted to leave ample time open to avoid conflicting events, giving each activity maximum support. **Exhibitors are only permitted to begin operation of hosted events after 7:30 p.m. on Sunday, November 4, after 8:00 p.m., Monday, November 5, or after 5:00 p.m., Tuesday, November 6. Any company found in violation will immediately have their 2007 exhibit booth closed and be given last selection/assignment for the 2008 events.**
- 22. Hotel Blocks** — Please note that exhibitor sub blocks cannot be secured within the NAMB hotel block until a registration has been received. Additional hotel reservation instructions, including a reservation form, will be included in the Exhibitor Service Manual.
- 23. Hotel Door Drops** — Companies wishing to have items delivered to each sleeping room of the official Annual Convention and/or NAMB/WEST Hotel(s) **must first be approved in writing by the NAMB Meetings Department/Jason Hawthorne Petty. There are no exceptions to this rule. Any company found in violation will immediately have their 2007 exhibit booth closed and be given last selection/assignment for the 2008 exhibit space. All submissions must be submitted no later than 5:00 p.m., Friday, October 5, 2007 for NAMB/WEST.**
- Upon approval from the Meetings Department, the exhibitor will be given details as to making arrangements with NAMB/WEST hotel. It is the exhibitor's responsibility for any direct costs incurred with each hotel including the shipping of item(s) to hotel(s) property.
- Note:** No hotel door drop item may be an item that already exists as a paid NAMB sponsorship or is similar to a NAMB sponsorship (such as bottled water, tote bags, chances to win a car, etc.). **Any company found in violation will immediately have their 2007 exhibit booth closed and be given last selection/assignment for 2008 exhibit space.**
- 24. Sound** — Police your own booth to be sure that the noise level from any demonstrations or sound systems is kept to a minimum and must not interfere with neighboring booths. The use of sound systems or equipment producing sound is an exception to the rule, not the norm. NAMB reserves the right to determine at what point sound constitutes interference with others and must be discontinued. Exhibitors found to be 'repeat offenders' of this will be asked to leave the exhibit hall completely.
- 25. Music** — The Exhibitor agrees to pay all royalties, license fees or other charges accruing or becoming due to any firm, person, or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents or employees within the premises covered by the license agreement, including but not limited to royalties or licensing fees due to BMI, ASCAP or SESAC. Exhibitor agrees to hold harmless NAMB, its agents and employees against any and all such claims and charges and to defend, at its own expense, any and all such claims and charges. Exhibitors shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.
- 26. Giveaways/Prize Drawings** — Exhibitors may not provide a giveaway item on their own that is listed as an official NAMB Sponsorship opportunity. Any Exhibitor that wishes to conduct its own giveaway must submit the item in writing for approval by NAMB **no later than October 12, 2007.** Approval must be received prior to publishing ads or any other notice of such giveaway or prize drawing. Signs showing the price of prize items cannot be displayed. Samples, catalogs, pamphlets, souvenirs, etc. may be distributed by exhibitors and booth personnel within their booth.
- NAMB will make a one-time announcement on the public address system—announcing winners of giveaway or prize drawings privately held by exhibitors on November 6, 2007. Companies must make arrangements on-site with the NAMB Exhibits Manager prior to 3:00 PM on each of this date. *Further details can be obtained on-site at the NAMB booth located inside the exhibit hall.*
- Please note any giveaway/prize drawing deemed to be "too similar" to an offered paid/sponsored item, (for example a Vespa as opposed to a "NAMB Motor Scooter" or offering the "chance to win a car later this year" instead of the sponsored "NAMB Car Giveaway" at NAMB/WEST is prohibited.
- 27. Liability and Insurance** — The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage, including that by fire and theft, to Exhibitor's displays, equipment and other property brought upon the premises of the MGM Grand and shall indemnify and hold harmless the MGM Grand, Freeman Companies, and NAMB and their agents, servants, employees, officers, directors, staff and members. Each participant, by signing the application for participation expressly understands that they release NAMB from, and agree to indemnify it against any and all claims for such loss, injury or damage. If NAMB shall be held liable for any event, which might result from a particular Exhibitor's action or failure to act, such Exhibitor shall reimburse and hold harmless NAMB against any liability resulting there from. Exhibitors must adequately insure their materials, goods, wares and exhibits against loss or injury of any kind and must do so at their own expense; NAMB, Freeman Companies, and the Convention Center/Exhibit Hall are not responsible for any loss (however caused) to any property of any Exhibitor. Exhibitors are solely responsible for their own actions during NAMB/WEST. NAMB will provide security service during the official hours of installation, dismantle and exhibit hours. The furnishing of such service is in no case to be interpreted by exhibitors as guaranteeing them against loss or theft of any kind.
- 28. Amendment to Contract Regulations** — Any and all points not covered specifically are subject to the decision of NAMB. NAMB may, in its sole discretion, make reasonable changes, amendments, or additions to contract regulations. Any such changes shall be binding on Exhibitor equally with the other regulations contained herein.
- 29. Sale or Transfer of Exhibitor's Business** — In the event of the sale or transfer of a substantial portion of the assets of Exhibitor's business, or in the event of a substantial change in management of the Exhibitor, the new owner and/or management assumes the responsibility for the existing contract. NAMB, if it so chooses, may in its sole determination, terminate this agreement.
- 30. Americans with Disability Act** — The Convention Center/Exhibit Hall shall be responsible for compliance with all accessibility requirements and labor accommodation requirements under the federal Americans with Disabilities Act ("ADA"). The Exhibitor agrees to comply with any provisions of the ADA, which are applicable to the Exhibitor and the Exhibit.

For tracking purposes, all hosted events must be registered with Jason Hawthorne Petty (jpetty@namb.org) in the NAMB Meetings Department no later than October 5, 2007.