

CONVENTION PARTICIPATION AGREEMENT

The following information will apply in whole or in part to Sponsors or Organizations wishing to participate in the Official PROCLAIM (NRB) Sponsorship/Specialty Promotions Program, reserve meeting space, reserve lodging suites, or distribute material. This document becomes expressly incorporated as part of any contractual agreement.

A. GENERAL RULES AND REGULATIONS

- 1. NRB is a nonprofit, religious Organization, and its mission is distinctively Christian. All Organizations applying for meeting space or participation as a sponsor during PROCLAIM 17 should acquaint themselves with NRB's Statement of Faith and Code of Ethics (found at www.nrb.org) in order to anticipate whether the applicant's proposed participation would be consistent with the biblical views and practices of NRB and its membership, and to better decide whether the application process should be undertaken. The applicant, in making application for meeting space, lodging suites, or Sponsorship/Specialty Promotions, warrants and represents that its views and practices are not in conflict with the NRB Statement of Faith and Code of Ethics. NRB has the sole and absolute discretion to deny any application for meeting space, lodging suite, or Sponsorship/Specialty Promotions. Any application that is granted by NRB for a convention, in one year or more years, does not limit NRB's discretion regarding applications from those applicants for any subsequent Conventions and does not necessarily represent any endorsement of the products or services of any applicant. If, after granting an application, NRB determines that the applicant holds views, or engages in activities which are in conflict with the NRB Statement of Faith or Code of Ethics, NRB shall have the right to revoke such acceptance upon notice to the applicant, and shall refund any monies paid, provided, however, that NRB has the right to withhold some or all of such monies paid by the applicant sufficient to cover any actual costs, expenses or damages incurred by NRB by reason of the application and not recoupable from any other applicant responsible for causing such costs, expenses or damages. Hereinafter applicant approved by NRB is referred to as "Organization."
- 2. All non-member participation in the PROCLAIM Sponsor Program is subject to NRB Executive Committee approval.
- 3. All Meeting Space, lodging suites, or Sponsorship/Specialty Promotions requests and any material distribution will be processed by NRB Management. The convention hotel/convention center cannot assign rooms or approve material distribution at any location where the annual PROCLAIM Convention and Exposition is being held.
- 4. Organization acknowledges that the PROCLAIM Convention and Exposition is designed to be an orderly and controlled event, and its purpose is to present a businesslike atmosphere respecting other attendees.
- 5. Any device or activity, which NRB Management considers objectionable, is prohibited. No live animals may be used without prior written approval from NRB Management.
- 6. Organization's use of music or audiovisual devices with sound is permitted only in the meeting space and at such decibel levels as not to interfere with the activities of other Organizations. NRB Management reserves the right to control any sound devices that do not conform to this regulation.
- 7. Any demonstrations, promotional activities and distribution of materials by the Organization are confined within the limits of Organization's meeting space or Exhibit space.

- 8. Organization will not allow any article to be brought into or permit any act to be done in the meeting space that will increase the premiums or void policies of insurance held by NRB or its agents. Organization will be liable for any damage caused directly or indirectly by Organization to any part of the hotel/convention center, including but not limited to floors and walls. NRB is responsible for any damage caused directly or indirectly by NRB or NRB's agents, employees, or guests (other than Organization, its agents, employees, and invitees). NRB agrees that Organization and Organization's agents, representatives and employees are not liable for any injury, loss, or damage that may occur to NRB, the facility, or to NRB employees or the facility's employees, contractors, agents, or property caused by NRB during the period covered by this Agreement.
- 9. Should any lounge space for which a signed contract and payment has been received remain unoccupied or unaccounted for by 12:00 p.m. on Tuesday, February 28, NRB reserves the right to rent or otherwise use the space and shall not be obligated to refund the payment.
- 10. If you have reserved meeting space prior to the early January printing of the NRB Official Program Book, your event will be included in the schedule.
- 11. NRB Convention participants may not sell tickets to hold raffles, lotteries or games of chance.

B. SHIPPING AND FREIGHT HANDLING

- 1. Arrangement and payment for transporting goods to and from your meeting space are the Organization's responsibility.
- 2. Information and order forms for furnishings, freight handling, audio visual, floral, etc., will be sent to the Organization well in advance of the Convention.
- 3. Organization agrees to ship, at their own risk and expense, all articles needed for the use of their contracted meeting space. Security for dock use will be required for deliveries.
- 4. Those participating in the Official PROCLAIM Sponsorship/Specialty Promotions Program will receive specific shipping instructions for sponsor material at a later date.

C. EXCLUSIONS FROM MEETING SPACE

- 1. Firms or Organizations not assigned meeting space during a PROCLAIM convention shall be prohibited from soliciting business within the hotel or the Exhibit area, to include lodging rooms. Failure to comply with this prohibition may result in denial of future opportunities at PROCLAIM Conventions and/or attendance.
- 2. Alcoholic beverages will not be permitted.
- The PROCLAIM Convention is designated as a non-smoking event. The Gaylord Opryland Resort & Convention Center is a non-smoking facility. Smoking is prohibited in all areas of the Hotel, to include lodging rooms.
- 4. Organization shall not make or produce badges to be given away. Only official PROCLAIM badges are permitted.
- 5. Helium gas canisters and helium-filled balloons will not be permitted.
- 6. The Organization will be responsible for the behavior of individuals to whom it authorizes NRB to issue badges, and NRB reserves the right to deny or void a badge of, and to deny access to or remove from the Convention, any person, whenever, in NRB's sole and absolute discretion, it is deemed to be in the best interest of NRB, any of its Convention exhibitors or attendees, or its Convention.
- 7. Photographing, videotaping, or filming at PROCLAIM for broadcast or publication purposes is prohibited unless taken by official photographers. Official photographers include press personnel with PROCLAIM authorized credentials and PROCLAIM Show Management's official photographers. Nevertheless, it is the prerogative of each Organization to grant or deny permission to allow meeting space and/or products to be photographed, filmed or videotaped. Organizations may take photos for personal use only.

8. All food and beverage products not produced by the Organization must be purchased through the hotel catering department or the official concessionaire of the convention center.

D. MISCELLANEOUS

- 1. The Organization shall strictly comply with all laws pertaining to its use of specific meeting space at the PROCLAIM Convention, including, but not limited to, laws pertaining to copyrights, trademarks, antitrust, promotions, and giveaways. Organization shall be responsible for knowledge of and compliance with any and all local, city, state, and federal ordinances, statutes, rules, and regulations pertaining to safety, fire, and health and such hotel/convention center rules and regulations as are provided to Organization.
- 2. In compliance with the Americans with Disabilities Act (ADA), NRB wishes to ensure that no individual with a disability is excluded, denied services, or otherwise treated differently than other individuals. The Organization shall be responsible for ensuring access to its contracted meeting space by the disabled and shall be solely liable under the ADA, and any other applicable disability law, for any failure to provide such access to any person.
- 3. Organization shall be responsible for security in any contracted meeting space at all times. It is the Organization's responsibility to safeguard their materials, equipment, and displays at all times.
- 4. Organization acknowledges that any and all property of Organization, including any personal property of individuals, is solely the Organization's responsibility, and NRB shall have no liability for such property in the event of fire, theft, or mysterious disappearance, or for any loss, physical damage, or indirect damage as a result thereof. Insurance coverage shall be the responsibility of Organization. Organization is advised to carry special insurance to cover material against loss or damage, and public liability insurance against injury to the persons and property of others except to the extent caused by the negligence or willful misconduct of NRB, for which NRB shall be responsible.
- 5. Following execution of Organization's application by NRB, except with respect to its indemnification obligations hereunder or due to its willful misconduct, NRB's liability for breach of the resulting contract shall be limited to the Space Rental Fee paid to NRB by Organization. In no event shall NRB be responsible for consequential damages. Any bankruptcy filing of any kind by Organization or Organization's insolvency shall constitute a breach of the application and the contract resulting from NRB's acceptance of the Application. Either party's waiver of or failure to exercise any right provided for in the application or these Rules & Regulations shall not be deemed a waiver of any further or future right hereunder. Following acceptance and execution of this application by NRB, any breach of the resulting contract by Organization, its officers, directors, agents, or employees may, at NRB's discretion, result in immediate or future loss of Organization's meeting space privilege.
- 6. Organization assumes all responsibility and liability for losses, damages, and claims arising from use or occupancy of the meeting space by Organization or its assigns, except to the extent due to the negligence or willful misconduct of any third party not affiliated with or under the control of Organization. Organization will indemnify NRB, its officers, directors, employees, agents, and representatives, and hold them harmless from any and all liabilities in respect of suits, proceedings, demands, judgments, damages, expenses, and costs (including, without limitation, reasonable attorneys' fees and costs, as well as expenses incurred in the investigation, defense, or settlement of any claim covered by this indemnity) which NRB may suffer or incur by reason of Organization's participation in the PROCLAIM Convention & Exposition by Organization, its officers, directors, employees, agents, or representatives other than due to the negligence or willful misconduct of any third party not affiliated with or under the control of Organization, including NRB, its agents, employees, and guests (other than Organization's guests). NRB assumes all responsibility and liability for losses, damages, and claims arising from the negligence or willful misconduct of NRB or NRB's agents, employees, or quests (other than Organization, its agents, employees and invitees). NRB will indemnify Exhibitor, its parent, subsidiary and affiliated entities and their respective officers, directors, equity holders, employees, agents, and representatives, and hold them harmless from any and all liabilities in respect of suits, proceedings, demands, judgments, damages, expenses, and costs (including, without limitation, reasonable attorneys' fees and costs, as well as expenses incurred in the investigation, defense, or settlement of any claim covered by this indemnity) which Organization may suffer or incur by reason of the negligence or willful misconduct of NRB or NRB's agents, employees, or guests (other than Organization, its agents, employees, and invitees).

- 7. Should any contingency prevent the holding of the PROCLAIM Convention, Show Management shall retain only such part of Organization's Meeting Space Rental Fee as required for expenses incurred up to the time such contingency shall have occurred. If, for any reason, the PROCLAIM Convention shall be canceled or deferred, Organization waives all claims for damages.
- 8. Organization must surrender space it has occupied in the same condition it was in at the commencement of occupation.
- 9. If Organization's materials fail to arrive, Organization shall nevertheless be responsible for all amounts due hereunder.
- 10. In holding the PROCLIAM Convention, NRB does not act as the agent of Organization, the hotel, the convention center, or any other party.
- 11. Only advertising approved by NRB Management can be displayed in any convention public space. Nothing is to be posted, nailed, or otherwise attached to any part of the building without the express approval of NRB.
- 12. If you are planning to have any retail sales from your meeting space, it is necessary for you to contact the state revenue office to request appropriate forms.

E. PAYMENT AND CANCELLATION POLICY

- 1. In order to participate in the use of function space, lodging suites, Sponsorship/Specialty Promotions, advertising, or any material distribution at the hotel/convention center, appropriate request needs to be made with NRB. This request needs to be received prior to any participation deadlines. The hotel/convention center will not make space or material distribution arrangements.
- 2. All deposits or payments made under this Agreement must be made in United States dollars, and any other negotiable instruments must be drawn upon a United States bank.
- 3. General Payment and Cancellation Policy:
 - a. If you are participating in the Official PROCLAIM Sponsorship/Specialty Promotions Program:
 - Requests must be submitted and accompanied with correct deposit or payment as outlined for Sponsorship and/or Specialty Promotions. Failure to comply with appropriate payment will delay the process.
 - 2) Sponsorship/Specialty Promotions will not be held without payment.
 - b. If you are reserving space for a hospitality lounge, event, or a lodging suite:
 - 1) Requests for meeting space or a lodging suite must be accompanied with full payment.
 - 2) Space will not be held without payment. Failure to comply with appropriate payment will delay the processing.
 - c. Cancellation Timeline:

Cancellation Timeline	Refund Amount	Amount Forfeited
Up to 10 days from receipt of application	Full Refund	None
After 10 days - July 31	75% Refund	25%
August 1 - September 30	25% Refund	75%
October 1 - Convention	None	100%

d. NRB must receive cancellation in writing. The date on which the notice of cancellation is received shall apply as the official date of cancellation.

- e. Upon notification of cancellation NRB has the right to re-sell the Sponsorship/Specialty Promotion or meeting space vacated without obligation for refund to the Organization.
- f. NRB may cancel this Agreement without any liability to NRB Management and upon cancellation shall return all monies paid by the Organization in connection with the rental of meeting space or placement of any Sponsorship/Specialty Promotions and all related materials connected to Sponsor, in the event that acts of God, war, government regulation or condemnation, disaster, strike, civil disorder, curtailment of transportation facilities, unavailability of accommodations, or any other event, any of which are substantially disruptive to NRB's ability to conduct the Convention or which make it illegal, impossible, impractical or imprudent to hold the Convention, so long as outside of the reasonable control of NRB and not due to its negligence or willful misconduct.

F. MATERIAL DISTRIBUTION

- 1. Having so many organizations participate during the PROCLAIM Convention & Exposition results in multiple points of material or information dissemination. It is necessary for NRB Management to enforce certain guidelines for the protection of the Convention attendees and for the NRB association.
- 2. Absolutely no material will be distributed without prior approval of NRB Management in any area of the hotel/convention center where the Annual PROCLAIM Convention & Exposition is held.
 - a. Official points of approved material distribution:
 - 1) By an Exhibitor in their booth space in the Exhibit Hall.
 - 2) Within the Hospitality Lounge or Lodging Suite, given out by the Organization residing in the space.
 - 3) Some sponsored events have material distribution rights. NRB Management oversees this distribution.
 - b. Any material not approved by NRB Management that is placed anywhere in the hotel/convention center will be discarded.

G. SPACE ASSIGNMENT APPLICATION PROCESS

- 1. <u>Hospitality Lounge:</u> A Hospitality Lounge is a meeting room to be used throughout the Convention by your Organization for meetings and catered functions. These rooms serve as great places to conduct business in a private room in the general convention meeting space.
 - a. Selection: Hospitality Lounge selection will be made from a list of available lounges. However, priority will be given based on the existing NRB point system for lounges and date application received. A two-week application period is given to affiliates who had lounges the previous year. Points are assigned based on past convention involvement. There is a limit of one lounge per company. There will be no sub-leasing of the Hospitality Lounge or any part thereof to other Organizations without the appropriate approval and fees.
 - b. **Setup and Dismantling:** NRB will notify Organization of a specific hotel/convention center employee who will be the point of contact for all setup needs. Setup hours and date of access to space may vary from location to location. Generally, access to lounges is from Monday through Friday evening. Arrangements for specific setup needs, any catering, or room keys are to be conveyed to your assigned hotel contact.

c. Transfer of Lounge Points:

- 1) If an Organization company is sold to a non-participating company, the Organization points acquired transfer to the acquiring company.
- 2) If an Organization company is sold to another Organization company and the two companies combine into one Hospitality Lounge, the surviving company retains the higher of the two Organization points but not a combination of the two. NRB Show Management reserves the right to request documentation of the sale.

- 3) If an Organization company is sold to another Organization company and the two companies continue independent of each other, each company retains its separate Organization points. If at any time the two companies are combined into one Hospitality Lounge, the surviving company retains the higher of the two Organization points, but not a combination of the two.
- 4) If a corporate name change occurs, the Organization points will be transferred. It is the Organization's responsibility to notify NRB of any such changes.
- d. **NRB Hospitality Lounge Rental Fees:** A Hospitality Lounge is for the entire convention, Sunday through Thursday. The fee schedule is as follows:
 - 1) \$6,000 Member; \$8,500 Non-Member (No exhibit space reserved)
 - 2) \$3,000 exhibitor (Paying for booth size up to 399 square feet)
 - 3) \$1,500 exhibitor (Paying for booth size 400-999 square feet)
 - 4) \$500 exhibitor (Paying for booth size over 1,000 square feet)

Note: If an Organization applies for a Hospitality Lounge as an exhibitor and then cancels the booth space, the Organization will pay NRB the difference in rental fees.

<u>Note:</u> The discounted exhibitor rates only apply if the group is paying for the booth space. Discounts do not apply if the booth is received complimentary as part of another package.

- e. **NRB Hospitality Shared Space**: Should a non-related group want to hold an event or share the space of the primary lounge holder's room, this must be requested and fees submitted to NRB.
 - 1) The fee for using the lounge space of a confirmed lounge holder is \$500 per event.
 - 2) The request must be submitted in writing to NRB
 - 3) Events confirmed prior to the early January print date will have the event listed in the NRB program book if they are within the approved affiliate programming times.
- f. **Furnishings**: The hotel will supply basic hotel tables and chairs. You may wish to rent lounge furnishings (such as couches) from the Official Convention Decorator or other furniture rental agencies.
- g. **Catering:** It will be your responsibility to work with hotel/center catering to provide any food and beverage needs you may have. See C.8 of this document for additional information.
- h. **Signage:** NRB will provide Organization with a 22"X28" name identification sign with tripod for each Hospitality Lounge placed outside the room.
- A/V, Electricity, Telephones, and Internet Connections: It is necessary that arrangement by the Organization for these services be coordinated with the hotel/center. Various charges from these contractors will apply.
- 2. **Function Room:** For Organizations that wish to hold a function such as a breakfast, lunch or reception at an NRB Convention, the following times are available:
 - a. **Available Days and Times:** Contact Beth Wakefield, Director of Conventions, for available dates and times for affiliate events.
 - b. Function Program: It is REQUIRED that the program details and list of speakers (if applicable) for your Affiliate Function are submitted to NRB for approval. It is also necessary that the day and time selected for your event be approved by NRB.
 - c. Selection: NRB Management will evaluate your needs and select an appropriate room.
 - d. **Catering and Room Setup:** Once a room is assigned, the Organization will be responsible to work with hotel/convention center catering on setup requirements and any catering needs. Hotel will supply basic tables, table coverings, and chairs.

- e. **A/V**, **Electricity**, **Telephones**, **and Internet Connections**: It is necessary that arrangements for these services be coordinated with the hotel/center. Various charges will apply.
- f. Fees: Based on room size: Member \$1,000-\$15,000 per event; Non-member -\$2,000-\$18,000 per event.

If assigned room has existing production equipment and staffing, additional fees will apply. Any requirements beyond what NRB provides will be the responsibility of the Organization. Only minor modifications to the existing staging and set up will be allowed.

- g. Payment & Cancellation Policy: See general policy in Section E above.
- 3. <u>Lodging Suite:</u> A parlor area is connected to a sleeping room within the lodging area of the hotel. When convenience to the main Convention area is not an issue and you need a more intimate setting, a parlor connected to your sleeping room may be a solution.
 - a. Selection: NRB Management approves the reservation of all Lodging Suites. Once the request is made by the Organization and approved by NRB Management, NRB will notify the hotel and the Organization. At that time it is the Organization's responsibility to make Lodging Suite reservations directly with the hotel. NRB will not make reservations. The hotel will not make Lodging Suite reservations without prior approval from NRB Management.
 - b. **Fees:** Lodging Suites vary in size and price. The hotel has established nightly rates for suites. The hotel will assign a suite that best meets the Organization's needs. Suite numbers may not be given out in advance. NRB Management will apply a one-time surcharge for **each suite** occupied in addition to the hotel fees as follows:

\$2,000 – Members \$4,000 – Non-Member

Sponsor - fee to NRB for Lodging Suites:

\$500 - for a maximum of one* suite with a sponsorship of \$2,000-\$4,999

\$0 - for a maximum of two* suites with a sponsorship of \$5,000-\$24,999

\$0 - for a maximum of three* suites with a sponsorship of \$25,000-\$49,999

\$0 - for a maximum of four* suites with a sponsorship of \$50,000-\$99,999

\$0 - for a maximum of five* suites with a sponsorship over \$100,000

Hospitality Lounge Holder – fee to NRB for Lodging Suites:

\$500 - for one* suite per lounge

Exhibitor – fee to NRB for Lodging Suites:

\$500 - for a maximum of one* suite with booth size up 100-200 sq feet

\$0 - for a maximum of two* suites with a booth size of 300-800 sq ft

\$0 - for a maximum of three* suites with a booth size of 900 sq ft and above

c. Payment & Cancellation Policy: See general policy in Section E above.

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^{*}Additional suites required will be at the Member and Non-Member rates.