

NACS Secondary Exhibitor Contract Addendum

WHEREAS, the National Association of Convenience Stores ("NACS"), an Alexandria, Virginia corporation, is sponsoring the 2024 NACS Show in Las Vegas, Nevada on October 8-10, 2024, and for consideration has provided exhibit space for companies to display their products and/or services; and

WHEREAS, _____ (the "Primary Exhibitor") has agreed to the terms and conditions of the 2024 NACS Show Convention and Exposition, as attested in a signed agreement between NACS and the Primary Exhibitor; and

WHEREAS, per the terms and conditions of that agreement [§3(e)(6)], the Primary Exhibitor may not sublet, assign, sell, or allow to be used all or any part of the exhibit space allotted it, without prior NACS approval; and

WHEREAS, NACS will not permit a third party (the "Secondary Exhibitor") to use all or any part of the Primary Exhibitor's exhibit space without the Primary Exhibitor's first reading and agreeing to a Primary Exhibitor Contract Addendum, in which the Primary Exhibitor and NACS agree that NACS shall not be responsible for any defect or change of condition in the Primary Exhibitor's exhibit space, or for any damage thereto, or to any person, or to goods or things contained therein due to the act or negligence of a Secondary Exhibitor sharing Primary Exhibitor's exhibit space, except for defects or damages directly due to an act or negligence on the part of NACS. Furthermore, in that Contract Addendum, the Primary Exhibitor and NACS agree that the Primary Exhibitor shall indemnify NACS for all claims, demands, and actions arising in connection with a Secondary Exhibitor's use of the Primary Exhibitor's assigned exhibit space; and

WHEREAS, the Primary Exhibitor has read and signed such a Primary Exhibitor Contract Addendum; and

WHEREAS, _____ (the "Secondary Exhibitor") has voluntarily chosen to display its products and/or services in the Primary Exhibitor's allocated space, thereby receiving the benefits accompanying the use of the Primary Exhibitor's exhibit space, and only the Primary Exhibitor earns the priority points, the Secondary Exhibitor does not receive priority points for participating; and

WHEREAS, the Secondary Exhibitor understands that the Primary Exhibitor has agreed to the terms of the Primary Exhibitor Contract Addendum;

THEREFORE, the Secondary Exhibitor and NACS agree that the Secondary Exhibitor shall defend, indemnify and hold NACS harmless from and against any and all claims, penalties, fines, liabilities, settlements, damages, costs and/or expenses - including legal fees and expenses for expert witnesses and consultants - arising out of, or in any way connected with, the use of the Primary Exhibitor's exhibit space. Furthermore, the Secondary Exhibitor and NACS agree that this indemnification shall survive the end of the term of the Primary Exhibitor's contract for the 2024 NACS Show.

In witness whereof, the parties have executed this addendum:

Signature of Representative of NACS:

Date:

Signature of Secondary Exhibitor:

Date:
