

Exhibitor Agreement

Agreement made this _____ day of _____ between The Mortgage Bankers Association of New Jersey, Pennsylvania Association of Mortgage Brokers, Maryland Association of Mortgage Professionals a not-for-profit corporation of the State of New Jersey, having an office at 1460 US Highway 9 North, Suite 301, Woodbridge, NJ, hereinafter referred to as "MBA-NJ, PAMB, MAMP" and _____, having its principal address at _____, hereinafter referred to as the "Exhibitor."

WHEREAS, MBANJ/PAMB/MAMP is a trade association which will hold a Conference ("Conference") to be held at The Harrah's Convention Center ("Hotel") in Atlantic City, New Jersey, on September 23 - 25, 2018 and WHEREAS, in connection with said Conference, MBANJ/PAMB/MAMP has leased space at said Hotel, part of which will be used for exhibits; and WHEREAS, the Exhibitor desires to sublease space for a booth from MBANJ/PAMB/MAMP and MBA-NJ is willing to sublease same to the Exhibitor, upon the terms and conditions stated herein; NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained, and the sum of ONE (\$1.00) DOLLAR to each party in-hand paid, the receipt of which is hereby acknowledged, the parties agree as follows:

1. All provisions of the aforesaid agreement between the Hotel and MBANJ/PAMB/MAMP with respect to space for the Conference and are incorporated herein by reference, as if more fully set forth at length. Exhibitor agrees to strictly comply with all such provisions and not to do anything which would cause the MBANJ/PAMB/MAMP to be in violation of said provisions.
2. The MBANJ/PAMB/MAMP agrees to reserve for, and agrees to lease to, the Exhibitor, booth space at the Hotel during the Conference. MBANJ/PAMB/MAMP makes no representation as to convention attendance.
3. The MBANJ/PAMB/MAMP acknowledges receipt of the sum of \$_____, which has been paid by the Exhibitor at the time of this Agreement, which shall constitute payment in full for the rental above described. Said payment shall not be refunded under any circumstances except as per paragraph 4 and 10.
4. Exhibitor acknowledges that the MBANJ/PAMB/MAMP reserves the right to reject a request for a booth space and to assign booth space at its discretion, that it deems to be appropriate. If the MBANJ/PAMB/MAMP determines that no such space is available, the MBANJ/PAMB/MAMP may terminate this Agreement. In the event of such termination, MBANJ/PAMB/MAMP shall return any unearned rental or deposit monies paid hereunder to Exhibitor, and there shall be no further obligations between the parties.
5. To assure proper decorum and atmosphere Exhibitor represents that it will exhibit only _____ and shall use its booth space for no other purpose.
6. In the event that the Exhibitor does not exhibit the designated product or service in the leased booth space or does not confine its activity within the leased booth space or fails to comply in any other respect with the terms of this Agreement, the MBANJ/PAMB/MAMP shall have the right to terminate this Agreement and re-let said space without notice to Exhibitor, and Exhibitor shall pay any deficiency, loss or damage suffered thereby by the MBANJ/PAMB/MAMP. The MBANJ/PAMB/MAMP shall in no event be liable to Exhibitor for any surplus upon re-letting.
7. Exhibitor agrees to conduct its operations in a manner which is not improper or offensive to good taste as determined by MBANJ/PAMB/

MAMP in its absolute and unreviewable discretion. Upon demand by the MBANJ/PAMB/MAMP, Exhibitor agrees immediately to remove any objectionable exhibit or display or to terminate any objectionable activity.

8. Exhibitor shall not assign or sublet any part of the booth space herein leased without the prior written consent of MBANJ/PAMB/MAMP.
9. Exhibitor shall be solely liable for any loss, theft, or destruction of its booth and contents, and agrees to hold the MBANJ/PAMB/MAMP harmless from any claim relating thereto.
10. In the event that the leased premises are destroyed by fire, flood, wind or any other Act(s) of God, or by any other cause, or in the event of any other circumstances deemed by the MBANJ/PAMB/MAMP to make it impossible or inadvisable for the said premises to be occupied by the Exhibitor for the purpose set forth in paragraph 5 of this Agreement, or in the event of a decision by the MBANJ/PAMB/MAMP to cancel, either this lease or its participation in the Conference, this lease shall then and thereupon terminate and, should the lease be so terminated, Exhibitor hereby waives any claim to any compensation or damages, other than the return, on a pro-rata basis, of the amount of the rental paid.
11. Exhibitor agrees to comply with the rules and regulations adopted by the MBANJ/PAMB/MAMP for the Conference and any amendments, modifications or substitutions thereof.
12. **Exhibitor assumes responsibility and liability for all claims of any type relating to or arising from its booth or Exhibitor's operation thereof or materials displayed or distributed thereat, and for all damage, loss and injury to property and persons relating to or arising from the erection, movement, content, or operation of Exhibitor's exhibit, and hereby agrees to indemnify MBANJ/PAMB/MAMP for any loss or liability insurance with respect to same. In addition, Exhibitor agrees to carry liability insurance with respect to the foregoing, with minimum coverage of \$1,000,000 combined single limit (bodily injury and property damage) issued by a carrier acceptable to MBANJ/PAMB/MAMP. Exhibitor agrees that MBANJ/PAMB/MAMP shall be shown as an additional insured on said policy, and agrees to deliver to MBANJ/PAMB/MAMP an original policy or certificate of said insurance no later than September 4, 2018.**
13. In no event shall Exhibitor be deemed MBANJ/PAMB/MAMP's agent.
14. At the end of the Conference, Exhibitor shall have completed removal of all displays and exhibits and all other property of said Exhibit no later than 6:15 p.m. on Wednesday, without in any way limiting the above paragraphs (e.g., paragraphs 9 and 11). Exhibitor hereby releases the MBANJ/PAMB/MAMP from all liability with regard to property of the Exhibitor left in the booth space or elsewhere in the Conference area and Hotel subsequent to the time set herein for completion of removal of such property. Exhibitor shall be liable for the

cost of removing any property belonging to Exhibitor which must be removed by the MBANJ/PAMB/MAMP. The MBANJ/PAMB/MAMP reserves the right to dispose of any property removed by its subsequent to the time set herein for completion of removal of the Exhibitor's property in such manner as it deems proper and the Exhibitor hereby releases the MBANJ/PAMB/MAMP from any liability in connection with any such disposal, waiving and rights it might otherwise have in the regard.

15. This Agreement contains the entire understanding of the parties and supersedes any previous Agreement with respect to the subject matter herein contained, whether written or oral. The Agreement may not be modified by the parties except by written amendment, and shall be governed by New Jersey law.
16. This Agreement shall be binding upon the parties, their heirs, successors, administrators and assigns.

IN WITNESS WHEREOF, the parties have caused there present to be executed by their duly authorized officers and their respective corporate seals to be hereto affixed the day and year first above written.

ATTEST:

Exhibitor: Company Name

Exhibitor: Representative

ATTEST:

Mortgage Bankers Association of New Jersey/
Pennsylvania Association of Mortgage Brokers/
Maryland Association of Mortgage Professionals