NCPA
2019 ANNUAL CONVENTION
OCTOBER 26 – 29
Join the Main Street decision-makers from more than 21,000 community pharmacies at
San Diego Convention Center
San Diego, CA, October 26-29, 2019
Exhibit Dates: October 27-28, 2019
Don’t miss your opportunity to reach the nation’s largest gathering of independent community pharmacy owners, managers, and staff pharmacists.
ncpanet.org/convention
Exhibit Information

WHY EXHIBIT?
The NCPA Annual Convention is the most powerful, productive, and informative trade show in the pharmacy industry today. This is your best opportunity to secure and grow business with loyal and appreciative customers, the health care professionals and small-business owners of independent community pharmacy. They can decide on the spot on purchasing products and services and not write a memo to corporate.

This is your opportunity to...
• Broaden your product’s reach in nearly 35 percent of the retail pharmacy market.
• Introduce new products and/or services to the decision-makers from more than 21,000 community pharmacies.
• Demonstrate your product’s value face-to-face with independent pharmacy owners.

Promotional Branding

NCPA 2019 ADVERTISING & SPONSORSHIP OPPORTUNITIES

Pre-Show Advertising
America’s Pharmacist®: As NCPA’s official publication, advertise your products and services in the No. 1 source of information for independent pharmacists.
• Reach pharmacists prior to the show by starting your ad campaign in the July, August, and September show preview issues.
• And continue with your ad in the October (Convention) issue.

Sponsorship
NCPA offers an extensive list of unique and exclusive sponsorship opportunities designed to increase your name recognition and showcase your products and/or services. For more information, contact Lois Davis at (703) 838-2655 or lois.davis@ncpanet.org.

“This is our 2nd year to exhibit at the NCPA Annual Convention. Our goal is to leave with 3-5 leads and we have 12 solid leads by the end of the second day of the trade show. We cannot wait for next year!”
Attendee Profile

OUR MARKETPLACE
The National Community Pharmacists Association, founded in 1898, represents America’s community pharmacists, including the owners of more than 21,000 pharmacies. The nation’s independent pharmacies, independent pharmacy franchises, and independent chains represent a $77.6 billion marketplace, dispensing almost 35 percent of the nation’s retail prescription drugs.

3K+ Projected Attendance in San Diego

WHO ATTENDS?
The NCPA Annual Convention provides you with the opportunity to meet face-to-face with independent pharmacy owners and managers.

According to the 2018 NCPA Digest, in 2017, independent community pharmacies continued to lead the way in innovations that define the future of pharmacy practice. Community pharmacists are accessible and have the expertise to manage drug therapies. Community pharmacists are finding ways to be a part of health care teams managing chronic patient care and facilitating transitions of care as patients move from inpatient to ambulatory settings. 89 percent of community pharmacies are offering some type of medication adherence program while 82 percent provide medication therapy management services.
“We brought 7 pharmacists and staff from our pharmacy to the NCPA Annual Convention. You must attend the meeting to get the newest information in the industry.”

NCPA 2018 Annual Convention Exhibitors

340B Health
3SI Security Systems
AAPA
Abbott Diabetes Care
Adapt Pharma
Alchem US Inc.
Allied Against Opioid Abuse
Alvix Laboratories
American Associated Pharmacies
American College of Apothecaries
American Pharmacies
American Pharmacy Cooperative, Inc.
American Society of Consultant Pharmacists
AmerisourceBergen Corporation
Amplicare
Andana Professional
Anda, Inc.
Animal Med Express
Annie Oakley Natural Perfumery
Arbor Pharmaceuticals LLC
Ashgrove Marketing Agency LLC
Auburn Pharmaceutical
AZOVA Health
B&B Pharmaceuticals, Inc.
Balanced Health Botanicals LLC
Barclay Damon LLP.
Bell Horn/ Dr. Comfort, DJO Brands
Bellico Generics
Berry Global
BestRx Pharmacy Software
BioRx, Inc.
Blue Flower
Blupax Pharma
Boiron
Bonita Pharmaceuticals
Calmoseptine Inc.
CAM Commerce
Cardinal Health
Care Credit
CarePoint, Inc.
Celeste Stein Designs, Inc.
Centor
Chadwick & Davidson Corp
Chetu Inc.
Childlife Essentials
Clarion Brands: Florajen Probiotics
Compliant Pharmacy Alliance
Cosshatt Co. Inc.
CoverMyMeds
CV Sciences
Datatrim, LLC
DermSource Inc.
Designer Greetings
Digital Pharmacist Inc.
Docslink
Drug Package, LLC.
Duane Morris LLP
ECI Pharmaceuticals
Encore Scientific
En-Vision America
Epic Pharmacies, Inc.
EziRx, LLC.
Fagron, Inc.
FDIS, Inc.
First Class Returns
First Financial Bank- Pharmacy Lending Division
FLAVORx
Food and Drug Administration FDA/CDER/DDI
Franklin Eyewear
Genetico
GeriMed
GirishGPO
GSK
Guaranteed Returns
Gulf Coast Pharmaceuticals Plus
H and H Business Solutions
Hamacher Resource Group
Healing Tree
HealthGrowth Capital
HealthSource Distributors
Ideal Protein of America
Imbue Botanicals, LLC
IMCO Home Care
Incredireap
Independent Pharmacy Cooperative
Infinity Laboratories
Innarr
Innovadix
Integral Rx
Integrity Pharmacy Consultants
International Academy of Compounding Pharmacists
IQVIA
JMI
JojobaLabs
KeySource
KloudScript, Inc.
Letco Medical
Liberty Software
Live Oak Bank
Louisiana Wholesale Drug Company
LPA Wireless
MAGNA Pharmaceuticals Inc.
MainPointe Pharmaceuticals LLC
Managed Health Care Associates, Inc.
Manchac Technologies, LLC
Mason Vitamins
Masters Drug Company
McKesson
Medela Sciences LLC
Medicine-On-Time
MEDI
cA
Melissa & Doug
Merck & Company, Inc.
Micro Merchant Systems, Inc.
Milliken Medical
MiraCorp
Mobile MedClaim, Inc.
Mylan Inc.
NASPA/ Alliance for Patient Medication Safety
National Association of Boards of Pharmacy
National Healthcareer Association
Natural Partners
NCPA Foundation
NCPOP
Net-Rx
New Hope Network
Novagenesis, LLC.
Numed Pharma
Omnicell, Inc.
Ortho Molecular Products
PAAS National
Parata
Partners in Pharmacy
Paws for Veterans
PBA Health
PCCA
PD-RX Pharmaceuticals
PereceptMed, Inc.
Pfizer
Pharm Assess, Inc.
PharmaCanna
Pharmacists Mutual Insurance Company
Pharmacists United for Truth and Transparency
Pharmacy Automation Supplies
Pharmacy Development Services
Pharmacy Eyewear
Pharmacy First
Pharmacy Quality Solutions
Pharmacy Technician Certification Board
Pharmacy Times
PharmSaver LLC
Pharmsource Wholesale
pFresh Products
Physician 360
PioneerRx
Pointy
PPK
Prasco
Prescribe Wellness
Prevagen
Profit Hunters
Protocol for Life Balance
PRS Pharmacy Services
Pure Encapsulations
QS/1
Quality Care Products, LLC
R.J. Hedges & Associates
Ranger Ready Repellents
RDC- Rochester Drug Cooperative Inc.
Real Value Products Rx
Redmond and Greer
RelayHealth
Return Rewards
Robotic Technology
Rose Health Care LLC.
Rx Fund Assist
RX Systems
Rx Systems, Inc.
Rx30 / Computer-Rx
RXinsider
RxOneShop/ Excel Rx
RxSafe, LLC
Safe Chain Solutions, LLC.
Sarteretto Verna SRL
SavebigRx
Sav-Mor Pharmacy Services
Scientific Technologies Corporation
ScriptPro
Secure340B
ServRx, Inc.
Sharps Compliance
SIGIS
Simone Chickenbone Inc.
Skylight Financial Group
Smith Drug Company
Sockwell (Goodhew, LLC)
SoftWriters, Inc.
Solutions Rx
SUNRx
Surescripts
Sykes & Company, P.A.
Sykes & Company, P.A.
Synergy Medical USA Inc.
TCGRx
TEVA Pharmaceuticals
The Compliance Team, Inc.
The Compounders Group
TherapeuticsMD
Threshold Enterprises, Ltd.
Thirfty White Pharmacy, Inc.
Today’s Optical
Trifecta Pharmaceuticals USA, LLC.
Try This First/ClearPop
Two Old Goats, LLC.
Ult Lab Tests
UnoDose
UpDox
Valu Merchandisers Co.
Value Drug Company
VaxServe
Virexis
Vow
Wellgistics
Whaley’s Baby
Windmill Health Products
Yuyama USA
Zeria USA, Inc.
Exhibit Information

The Biggest and Best Decision You Can Make as a Vendor:
Attend > Exhibit > Advertise > Sponsor

APPLICATION PROCESS
Please read through the application carefully and complete it along with the signature of your company’s authorized representative. Include full payment (required) for processing and return to:

NCPA
Attn: Accounting Department
PO Box 791223
Baltimore, MD 21279

Booth confirmations will be sent out to exhibitors after July 15, 2019. Additional information about education programs and special events will be forthcoming. For the most current news, check www.ncpanet.org/convention.

SPACE ASSIGNMENT
NCPA makes every effort to assign booth(s) based on requested preferences. However, this is not always possible. To ensure you receive an optimal space assignment, please send your application and contract along with full payment as soon as possible. Spaces are assigned on a first-come, first-served basis with priority given to NCPA Corporate Members. For information on NCPA Corporate Membership or to become a Corporate Member, contact Whitney Lynch at (703) 838-2656, or whitney.lynch@ncpanet.org.

EXHIBIT BOOTH INCLUDES:
• One complimentary booth identification sign
• Standard booth drape (8’ background, 3’ side rails)
• Alphabetical listing with booth number and website in the official convention program
• Pre-convention promotion by NCPA
• 24-hour general exhibit hall security during the show
• Complimentary registration
  – NCPA Corporate Members receive three complimentary convention registrations per 10’ x 10’ booth.
  – Non-members receive two complimentary convention registrations per 10’ x 10’ booth.
• Access to all continuing education sessions and social events
• Lunch/reception during show hours

NCPA Exhibitor Service Kits are emailed directly from Levy Exposition Services Inc., NCPA’s general service contractor. Kits will be sent a minimum of 60 days prior to the show, so exhibitors can take advantage of discount pricing. The kit contains information on show services, labor rates, and drayage/freight handling rate.

EXHIBITOR/ AFFILIATE GROUPS
Exhibitor/affiliate groups desiring space for meetings and social events must submit a written request no later than July 15, 2019 to the NCPA Meetings and Conventions Department, Attention: Eva Jones, NCPA, 100 Daingerfield Road, Alexandria, VA 22314 or via email to eva.jones@ncpanet.org.

No entertaining, social functions, focus groups, or industry-sponsored symposia may be scheduled in conflict with official NCPA Annual Convention programming.

“The NCPA Expo is like pharmacy Disney World!”
Don’t wait! Make the decision to grow your business at NCPA’s Annual Convention... reserve your booth today.

EXHIBIT LOCATION
San Diego Convention Center, Halls A,B1
San Diego, CA

EXHIBIT DATES & HOURS*
Sunday, Oct. 27 .........................1 – 6 p.m. (Wine and cheese reception)
Monday, Oct. 28.............................. 11:30 – 5:30 p.m. (Lunch)

EXHIBIT INSTALLATION
Friday, Oct. 25 ........................................ 9 a.m. – 5 p.m.
Saturday, Oct. 26 ............................. 8 a.m. – 5 p.m.
Sunday, Oct. 27 ...................................... 8 – 11 a.m.**

EXHIBIT DISMANTLING
Monday, Oct. 28 ................................... 5:30 – 9 p.m.
Tuesday, Oct. 29 ................................. 9 a.m. – Noon

ANY QUESTIONS PLEASE CONTACT
Nina Dadgar, nina.dadgar@ncpanet.org, (703) 838-2673
Whitney Lynch, whitney.lynch@ncpanet.org, (703) 838-2656

*Exhibit days/hours are subject to change.
**All booths need to be set-up by this time. After 11 am on Sunday, show management will have its General Contractor force booths up, exhibitors are responsible for payment for this service.

<table>
<thead>
<tr>
<th>Booth Size</th>
<th>Corporate Member</th>
<th>Non Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>10x10</td>
<td>$4,500</td>
<td>$6,300</td>
</tr>
<tr>
<td>10x20</td>
<td>$9,000</td>
<td>$12,600</td>
</tr>
<tr>
<td>10x30</td>
<td>$13,500</td>
<td>$18,900</td>
</tr>
<tr>
<td>20x20†</td>
<td>$18,400</td>
<td>$25,600</td>
</tr>
<tr>
<td>20x30†</td>
<td>$27,400</td>
<td>$38,200</td>
</tr>
<tr>
<td>20x40†</td>
<td>$36,400</td>
<td>$50,800</td>
</tr>
<tr>
<td>30x30†</td>
<td>$40,900</td>
<td>$57,100</td>
</tr>
</tbody>
</table>

Corner: Add $100

†Please note that the 20x20 through 30x30 prices include the corner fee.
Trade Show
Application Deadline: July 15, 2019
Questions: Nina Dadgar at 703-838-2673 or nina.dadgar@ncpanet.org

NCPA’s 2019 Annual Convention
San Diego Convention Center, Halls A&B1 • San Diego, CA

- NCPA Corporate Members receive three complimentary badges per 10’ × 10’ booth. Non-members receive two per 10’ × 10’ booth. Additional booth personnel must register at a fee of $495 each.
- Confirmation letters, housing information, service kits and meeting materials will be emailed to the show coordinator name and address provided, unless otherwise indicated in writing and mailed to the NCPA Convention Department. The contact listed is responsible for distributing show materials company-wide and to third-party vendors.
- NCPA reserves the right at its sole discretion to reject or rescind any Exhibitor Application and Contract at any time for any reason. In the event NCPA exercises this right, NCPA will refund any payments received by the exhibitor applicant.

EXHIBITOR APPLICATION and CONTRACT


Booth Selection Preference

1. ____________________________________________
2. ____________________________________________
3. ____________________________________________
4. ____________________________________________
5. ____________________________________________
6. ____________________________________________

Note: Booth size available is 10 feet deep with width increments of 10 feet. Two or more contiguous spaces may be selected in combination. Subject to show management approval.

In the event that the space(s) chosen are unavailable, we agree to accept the booth assigned. NCPA Corporate Members get preferred location.

List Competitors You Do Not Want in Close Proximity (if possible)

Product Categories (Max 5 categories please):
- Accreditation
- Adherence
- Association
- Buying Group
- Compounding
- Diabetes
- Natural Products
- OTC/HBA
- Long-Term Care
- Generics
- Pharmaceutical
- Service
- Store Fixtures
- Generics
- Wholesale/Distributor

Program Listing to be published in the Convention Program Guide. Write below or email to exhibits@ncpanet.org: 25-word maximum (Deadline is July 15, 2019):

Configuration $100 per corner, $400 per island premium charge applies:
- Island
- In-line
- # of corners __________

Please circle the appropriate booth size and amount at right.

<table>
<thead>
<tr>
<th>Booth Size</th>
<th>10x10</th>
<th>10x20</th>
<th>10x30</th>
<th>20x20*</th>
<th>20x30*</th>
<th>20x40*</th>
<th>30x30*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Booth Rental Cost</td>
<td>NCPA Corporate Member $4,500</td>
<td>$9,000</td>
<td>$13,500</td>
<td>$18,400</td>
<td>$27,400</td>
<td>$36,400</td>
<td>$40,900</td>
</tr>
<tr>
<td>Corner Fee if Applicable</td>
<td>Non Member** $6,300</td>
<td>$12,600</td>
<td>$18,900</td>
<td>$25,600</td>
<td>$38,200</td>
<td>$50,800</td>
<td>$57,100</td>
</tr>
<tr>
<td>Final Amount Due</td>
<td>$</td>
<td></td>
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*Note that the 20x20 through 30x30 prices include a premium charge. **One-year corporate membership dues range from $3,675–$9,975.

Payment Schedule

Acceptance of this application by NCPA constitutes a contract. The total rental fee must be enclosed with this application. We abide by all rules and regulations governing the exposition as stated on the reverse side, hereof and which are part of this contract. _________ (initial)

Payment NCPA does not invoice. Payment must accompany applications.

Designate the credit card type you will be using:
- Discover
- VISA
- MasterCard
- American Express

Credit card no.: Expiration date: Total payment due: By July 15, 2019, mail, email, or fax this application and contract with full payment to Nina Dadgar at exhibits@ncpanet.org or fax 703-683-3619.

*Security code is the three-digit number on the back of credit card or the four-digit number on the front of an American Express card.

Authorized Signature

Expiration date:

Security code*:

Authorized Signature

Date application received:

Remit payment to: NCPA, Attn: Accounting Department, PO Box 791223, Baltimore, MD 21279-1223 • 703-683-8200 • Fax 703-683-3619 • exhibits@ncpanet.org
1. The total booth cost must accompany this application — Applications will not be processed nor booths assigned without the required payment. If balance payment is not received reserved space will no longer be guaranteed and is subject to release and resale at the discretion of Exposition Management.

2. Exhibit Space Cancellation Policy — All exhibit booth space cancellations must be submitted in writing and received by NCPA on or before July 15, 2019 for a full refund less $500 administration fee. Exhibit booth space cancellations received after July 15, 2019 will not be refunded. Please note that Exhibitor registration cancellations must be submitted in writing separately from the exhibit booth space cancellation.

3. Termination of Conference and Exposition — Should the premises in which NCPAs 2019 Annual Convention is to be held become, in the sole judgment of NCPA, unfit for occupancy, or should the conference be materially interfered with by reason of action of the elements, strike picketing, boycott, embargo, injunction, war, riot, emergency declared by a governmental agency, or any other act beyond the control of NCPA the contract for exhibit space may be terminated. NCPA will not incur liability for damages sustained by Exhibitor as a result of such termination. In the event of such termination, Exhibitor expressly waives such liability and releases NCPA of and from all claims for damages and agrees that NCPA shall have no obligation except to refund to Exhibitor pro-rated shares of the aggregate amounts received by NCPA as rental for exhibit spaces for said exhibits after deducting all costs and expenses in connection with such exhibits, including reasonable reserves for claims, such deduction being hereby specifically agreed to by the Exhibitor.

4. If Exhibitor violates any of the Rules and Regulations set by NCPA at its sole discretion, then this contract may be terminated immediately — In the event of a default by Exhibitor, as set forth in the previous sentence, Exhibitor shall forfeit as liquidated damages the amount paid by him for his space rental and Exhibitor registrations, regardless of whether or not NCPA enters into a further lease of the space involved.

5. Space Assignment — Where possible, space assignments will be made by NCPA in keeping with the preferences as to location requested by Exhibitor. NCPA, however, reserves the right to make the final determination of all space assignments in the best interest of the exposition. Exhibitor is prohibited from subletting or sharing any part of their assigned exhibit space. Exhibitor shall not assign, sublet or share any part of their assigned exhibit space with another business (including affiliates, subsidiaries or parents), firm, organization or entity without prior written consent of NCPA.

6. Use of Exhibit Space — The general rule of the Exhibit Hall is: Be a good neighbor. No exhibits will be permitted to interfere with the use of other exhibits or impede access or the free use of the aisle. Booth personnel, including but not limited to demonstrators, receptionists, and models are required to confine their activities within Exhibitor’s booth space. Apart from the specific display space for which Exhibitor has under contract with NCPA, no part of the Exhibit Hall, its grounds, the convention center, or the official convention hotels may be used by any organization other than NCPA for display purposes of any kind or nature. Marketing is prohibited outside of the Exhibit Hall, unless prior written consent is received from NCPA. Exhibitor representatives shall conduct themselves and be attired to maintain the professional and businesslike climate of the convention.

7. Conflicting Meetings and Social Activities — In the interest of the success of the entire convention, Exhibitor agrees not to extend invitations to meetings, receptions, outings, social events, or otherwise encourage attendee absence from the conference or Exhibit Hall during conference and show hours. Exhibitor must obtain prior written approval from NCPA for all activities, whether official or unofficial, planned during the course of the convention. NCPA reserves the right to request and enforce cessation of any non-approved activity as it sees fit and shall not indemnify Exhibitor for any liability, losses, claims or expenses resulting from cessation of any non-approved activity.

8. Installation and Dismantle — In fairness to all exhibitors, NCPA exhibit construction guidelines must be observed. Booth backgrounds are eight feet high; side rails are approximately 33” high. The back half of the sidewall of the booth may extend to the height of the back wall. The front half of the sidewall must contain at least 50% open area to permit side viewing through the booth. If motion pictures, other than A/V or loud speakers are used, Exhibitor agrees to comply with all applicable union requirements for the operation of the equipment. Sound presentation, slides or movies will be permitted if tuned to conversational level and if not objectionable to neighboring exhibitors. NCPA reserves the right to restrict the use of glaring lights or objectionable light effects. The exterior of any display cabinet or structure visible from an adjacent exhibitor’s booth must be finished or suitably decorated at the expense of the Exhibitor erecting or installing such a display and must not include corporate or product identity which would detract from the adjacent display. If the Exhibit Hall is not carpeted, then Exhibitor is required to carpet each booth space contracted for. NCPA reserves the right to make reasonable modifications, additions, or subtractions to exhibit and booth requirements at any time at its sole discretion.

All exhibits need to comply with IAEE Guidelines for Display Rules and Regulations. The Exhibit Hall has been reserved for exhibit installation during the following hours: Move in: Friday, Oct. 25, 2019 from 9 a.m. - 5 p.m., Saturday, Oct. 26, 2019 from 8 a.m. - 5 p.m. and Sunday Oct. 27, 2019 from 8-11 a.m. The dismantling begins on Monday, October 28, 2019 at 5:30pm to 9pm, and Tuesday, October 29, 2019 from 9am to 12 Noon. Deadline for removal of all display materials is Tuesday at 12 Noon. Exhibitor is advised to provide locked storage facilities within their own display area for excess merchandise.

9. Health, Fire Regulations, and Public Safety — To ensure the safety of all participants, fire regulations must be observed. Fire regulations require that all display materials be flame-proof. Electrical signs and equipment must be wired to meet the specifications of the local Fire Underwriters Inspection Bureau. Exhibitor is charged with knowledge of and compliance with all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of Exhibitor.

10. Care of Buildings — Cost for repairing any damages to the Exhibit Hall by Exhibitor or Exhibitor representatives shall be billed to and payable by the responsible Exhibitor. Nothing may be posted, tucked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other properties of the Exhibit Hall, convention center, or hotel.

11. Service Personnel will not be allowed on the exhibit floor without work orders and official service badges — Exhibitors using companies other than NCPA’s official service contractors (list will be emailed to Exhibitor and is included in Exhibitor Service Manual) must advise them to check with the Exhibit Service Center upon their arrival. Copies of all job orders must be presented at that time for contractor management’s files to qualify their company’s participation. Upon verification, official service badges allowing access to the exhibit area during service hours only will be issued.

12. Exhibitor’s displays may not be dismantled or packed in preparation of removal prior to the official closing time of Monday, Oct. 28, 2019 at 5pm. — No equipment may be removed from the exhibit hall during the conference without prior written permission from NCPA. Failure to comply with these Rules and Regulations may result in not being invited to exhibit in future years or denied selection of premium booth space.

13. Insurance — Exhibitors are advised to carry floater insurance to cover exhibit material against damage and loss and public liability insurance against injury to the person, personal effects, and property of others. Guards will be furnished for non-exhibit hours, but the furnishing of such guards shall not be deemed to increase the liability of NCPA, its members, representatives or official service contractors, employees, the official convention hotel, the convention center, their representatives and employees, nor to modify in any way the assumption of risk and release provided for above. All property of the Exhibitor is understood to remain under his custody and control, in transit to and from the confines of the Exhibit Hall, subject to the Exhibitor Rules and Regulations.

14. Hold Harmless Clause — Exhibitor assumes the entire responsibility and liability for losses, damage and claims arising out of injury or damage to Exhibitor’s displays, equipment, and other property brought upon the premises of the official convention hotel and/or convention center and shall indemnify and hold harmless NCPA, the hotel and/or convention center, agents, and employees from any and all such losses, damages and claims.

15. Royalties, license fees and other charges — Exhibitor agrees to pay all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of use of any intellectual property, including but not limited to music—either live or recorded or other entertainment of any kind or nature, played, staged, or produced by the Exhibitor, its agents, employees or contractors within the premises including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Exhibitor agrees to hold harmless NCPA, 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.

16. In no event shall NCPA or its directors, officers, agents, employees, subsidiaries, affiliates, assignees, or successors be liable for payment of any consequential, punitive, incidental, special, or indirect damages including, without limitation, lost profits, regardless of the basis of the claim and whether NCPA has been advised of the possibility of such damages. NCPA reserves the right to make changes to these Rules and Regulations — Any matters not specifically covered herein are subject to decision by NCPA at its sole discretion. NCPA reserves the right to make such changes, amendments and additions to these rules at any time with the provision that all Exhibitors will be advised of any such changes.

NOTE: NCPA reserves the right at any time to change any or all times noted in the Exhibitor Rules and Regulations at NCPA’s sole discretion.