

Application & Contract for CONDEX Booth

Return completed contract with payment to:

Associated Equipment Distributors

650 E. Algonquin Rd, Suite 305

Schaumburg, IL 60173

eMail: aedsummit@aednet.org

eFax: 630-468-5137



January 15th to 17th 2025
Hyatt Regency Orlando

Please do not write in this box (for office use only)

Date Rec'd: _____

ID#: _____ Space #: _____

Cost \$: _____

Deposit Rec'd \$: _____

Balance Due \$: _____

Check #: _____

Company Information (Primary contact will receive all Suite related communications including registered attendee lists AND will be the contact for GES services)

Company Name: _____

Address: _____

City: _____ ST/PR: _____ Zip/Postal Code: _____ Country: _____

Contact Name: _____ Contact Title: _____

Contact Phone #: _____ Contact Cell #: _____ Contact Email: _____

Booth Selection (minimum booth size 10' x 10' = 100 sq. ft.) \$3,000 for first 10' x 10', \$2,500 for each additional 10' x 10', \$250 per corner, non-member rates 2x member rates

Booth Type:	10' x 10' Inline	10' x 10' 1 Corner	10' x 10' Island	10' x 20' Inline	10' x 20' 1 Corner	10' x 20' Island	10' x 30' Inline	10' x 30' 1 Corner	10' x 40' Inline	20' x 20' Island	20' x 30' Island	20' x 40' Island	Larger than 800sq ft
Member Rate (eff 4/15/24):	\$3,000	\$3,250	\$4,000	\$5,500	\$5,750	\$6,500	\$8,000	\$8,250	\$10,500	\$11,500	\$16,500	\$21,500	Call for Pricing
Non-Member Rate (eff 4/15/24):	\$6,000	\$6,500	\$8,000	\$11,000	\$11,500	\$13,000	\$16,000	\$16,500	\$21,000	\$23,000	\$33,000	\$43,000	Call for pricing

Booth includes: Logo header sign (non-island booths only), back and side walls (non-island booths only), registered attendee list
Booth does not include: tables, chairs, electric, attendee/booth staff registration, and other booth services

ALL HALLS ARE CARPETED

Requested Booth Dimensions: _____ x _____ = _____ Total square feet

Requested Booth Locations: _____ 1st choice _____ 2nd choice _____ 3rd choice _____

NOTE: AED does not guarantee assignment of choices

Hall Name	Booth #

Hall Name	Booth #

Hall Name	Booth #

Payment Information

Booths are assigned on a first come, first served basis. Application & Contract must be accompanied with a minimum 50% deposit of the applicable Booth Rate. Deposit is non-refundable after July 19th, 2024. All remaining balances will be due on October 17th 2024. Application & Contract received after October 17th 2024, must be accompanied by the full payment of the applicable Booth Rate within 30 days of invoice or paid in full by January 14th 2024 whichever is sooner. Defaults in payment may result in reassignment of space or cancellation at AED's sole discretion. **Cancellation/Refund Policy: All cancellations and changes of Suite space location must be made in writing: On or before July 19th 2024 = 100% refund, After July 19th 2024 and before October 17th 2024 = 50% refund less deposit, On or after October 17th 2024 = No Refunds**

Payment Schedule

☐ Pay in full (refundable until July 19th 2024) OR ☐ 50% deposit with remainder due on October 17th 2024

Payment Method

☐  ☐  ☐  ☐  ☐ Invoice with Net 30-day terms (AED members only)

Credit Card #: _____ Exp. Date: _____ CVV#: _____ Billing Zip Code: _____ Total Amount: _____

Print Name of Cardholder: _____ Signature: _____

Participant Acceptance

The company named above ("Participant") does hereby apply to participate in a CONDEX Booth at the 2025 AED Summit. Participant has read, understands, and agrees to abide by the terms and conditions on the face and reverse side of this Application & Contract. Participant understands that this Application & Contract shall be legally binding, with or without payment, upon acceptance, in writing, by a duly authorized representative of Associated Equipment Distributors ("AED"). The undersigned represents and warrants that they are duly authorized to execute this Application & Contract on behalf of and legally bind the Participant.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Please Note: All company attendees/suite staff representing the company MUST register separately for AED Summit at the CONDEX/Suite/Sponsor Rate applicable at the time of registration. Registration is not included in the suite participation rate.

1. General Terms and Conditions

This Application & Contract does not constitute an offer to Participant to enter into an agreement of any kind, oral or written, with AED. Participant expressly acknowledges that AED reserves the right to accept or reject any Application & Contract, in its sole discretion, with or without cause. As a condition of participating at the AED Summit (the “Event”), Participant expressly agrees to comply with: (a) the terms and conditions of this Application & Contract; (b) the rules, regulations, policies, procedures, and guidelines set forth in the Attendee Conduct Guidelines; (c) all applicable laws, ordinances, regulations, and codes, including, but not limited to, fire, utility, and building codes, environmental and health and safety laws; (d) all applicable rules, regulations and policies of the Hyatt Regency Orlando (the “Venue”).

2. Attendee Conduct Guidelines

AED will provide, and Participant’s employees, agents, and attendees shall be required to sign and consent to, the Attendee Conduct Guidelines as part of the Event registration process.

3. Event Date, Location, and Hours

Event dates, locations, and hours are subject to change at the sole discretion of AED.

4. Event Space Assignments

The floor plan published by AED shows the arrangement of the CONDEX space at the Event. CONDEX booths are equipped by AED as specified on AED’s CONDEX Exhibitor Website. Dimensions and location of booths are believed to be accurate but are only warranted to be approximate. AED will assign booths on a first-come, first-served basis. AED does not guarantee that Participant will be assigned any specific booth(s), and the booth assigned by AED may be different from the booth requested by Participant. AED reserves the right, at its sole discretion, to change the arrangement of the Event space and/or assign Participant to another booth at any time. Participant may not assign, sublet, or share, in whole or in part, its assigned booth without prior written consent of AED.

5. Insurance

Participant shall, at its own expenses, procure and maintain at all times during the Event, including move-in and move-out days, the following:

- Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, and \$2,000,000 aggregate.
- Automobile Liability Insurance with limits not less than \$500,000 each occurrence.
- Workers compensation and employer’s liability insurance complying with the laws of the state in which the Event is being held.

Participant’s Comprehensive General Liability and Automobile Liability insurance policies shall name AED and the Venue as additional insureds on a primary and non-contributing basis. Participant shall provide Certificates of Insurance or copies of the above policies to AED the Foundation within thirty (30) days of the Event. Such Certificates of Insurance or copies of the above policies shall provide that they may not be cancelled without thirty (30) days advance written notice to AED.

6. Release of Liability & Indemnification

To the fullest extent permitted by law, Participant agrees to release AED, its affiliates, the Venue, and their respective officers, directors, agents, employees, insurers, successors, and assigns (the “Released Parties”) from liability, for responsible for: (a) injury that may occur to any attendee, participant, or participant’s employee or agent; or (b) loss of use of, damage to, or loss of, the property of participants, whether due to theft, damage by fire, accident, vandalism, or any other cause; and Participant expressly waives and releases any claim or demand it may have against the Released Parties by reason of such injury, loss of use, damage, or loss. The Released Parties shall not be liable to Participant for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Event space or assigned booth, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort, or otherwise, and whether based on this Application & Contract, any transaction performed or undertaken under or in connection with this Application & Contract, or otherwise, and Participant hereby waives any and all legal rights it may have to such damages. In no event shall the liability of the Released Parties to Participant exceed the amount of the applicable booth rate paid by Participant. Participant further agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, losses, and liabilities of any nature and kind arising out of or related to its acts or omissions and the acts or omissions of its agents or employees. Participant agrees that its defense and indemnity obligations hereunder include any and all judgments, awards, settlements, penalties, fines, interests, costs, and expenses, including attorneys’ fees, arising out of or related to such claims, losses, and liabilities.

7. Cancellation by Participant

Participant may cancel its participation as a participant at the Event by providing written notice to AED. The date of cancellation shall be the date AED receives such written notice of cancellation. For cancellation after July 19th 2024, but prior to October 17th 2024, Participant shall pay AED a cancellation fee equal to 50% of the full amount of the applicable CONDEX booth rate. For cancellation on or after October 17th 2024, Participant shall pay AED a cancellation fee equal to 100% of the full amount of the applicable CONDEX booth rate. Any deposits made by Participant will be applied to any cancellation fees. AED reserves the right to treat a Participant’s downsizing of CONDEX booth space as cancellation of the original space and purchase of new booth space. Participant may be required to move to a new location if it requests a downsizing of space. Downsizing requests shall become effective when approved, in writing, by a duly authorized representative of AED. Participant acknowledges and agrees that the cancellation fees set forth in this Section 7 are liquidated damages, and not a penalty, in accordance with Section 9 below.

8. Default by Participant

In the event that Participant fails to pay any deposit or installment of the applicable CONDEX booth rate at the times specified in this Application & Contract, or fails to comply with any other provisions of this Application & Contract or any of the documents referred to in Section 1 above, AED reserves the right, at its sole discretion, to cancel or restrict Participant’s participation, remove, relocate, or restrict any exhibits, persons, displays, or activities, and/or take possession of Participant’s assigned booth and may assign the same, or any part thereof, to such parties as it may deem proper. Participant acknowledges and agrees that, in the event a default by Participant, Participant shall forfeit any deposits and installments of the applicable booth rate paid by Participant, and such deposits and installments paid by Participant shall be retained by AED as liquidated damages, and not a penalty, in accordance with Section 10 below.

9. Liquidated Damages

Participant acknowledges and agrees that AED will sustain substantial losses in the event Participant cancels its participation in the Event or defaults in its obligations under this Application & Contract. Due to the difficulty of determining and detailing said losses, Participant agrees to pay the cancellation fees and/or forfeit the deposits and installments set forth in Sections 8 and 9 above, respectively, as liquidated damages. Participant acknowledges and agrees that all cancellation fees and retention of forfeited deposits and installments by AED pursuant to this Application & Contract are fully earned by AED and specifically designed to compensate AED for its losses, and not as a penalty, in consideration for the costs and expenses incurred by AED and in consideration for AED having reserved space and provided services to Participant until the date of cancellation, downsizing, or default, and, thereby, losing or deferring the opportunity to provide exhibit space and its service to others.

10. Force Majeure

AED shall not be deemed to be in default if performance of any or all of its obligations under this Application & Contract are delayed or diminished or becomes inadvisable, illegal, impossible, or commercially impracticable because of any act of God, earthquake, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, public enemy, civil disorder, unauthorized strikes, material or labor shortage, governmental regulation or advisory, change in law, power outage (whether whole or partial), damage to or destruction or evacuation of premises, wholly or in part, epidemic or threat of epidemic or other recognized health threat as determined by the World Health Organization, the Centers for Disease Control and Prevention, or local government authority or health agency (including, but not limited to, the health threats of COVID-19, H1N1, Influenza, any coronavirus, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of AED. In the event that such occurrence prevents Participant from occupying an assigned space during part or all of the Event, Participant will be charged for the booth only for the period the booth was or could have been occupied. AED will refund to Participant the amount of the booth rate previously paid for the period the space could not have been occupied, less a share of costs and expenses incurred by AED, in full satisfaction of all liabilities of AED to Participant; and Participant waives any claim against AED for losses or damage of any kind or type which may arise or result from such occurrence.

11. Miscellaneous

- a. Any and all matters not specifically covered in these terms and conditions shall be subject solely to the discretion of AED. AED reserves the right to amend and/or make additions to these terms and conditions from time-to-time. AED further reserves the right to make specific exceptions to, or changes in, these terms and conditions without establishing a precedent or applying those exceptions or changes beyond the specific cases involved. The interpretation of the Application & Contract and terms and conditions set forth herein are subject to the sole discretion of AED.
- b. The laws of the State of Illinois shall govern the validity, interpretation, and enforcement of this Application & Contract, without regard to its conflicts of law principles. Participant agrees the exclusive venue for the enforcement of this Application & Contract and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois, and hereby consents to the jurisdiction of, and waives any arguments based on forum or venue by, that court.
- c. If any section, clause, phrase, provision, or portion of this Application & Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Application & Contract, nor shall it affect the application of any other section, clause, phrase, provision, or portion hereof to other persons or circumstances.
- d. This Application & Contract represents the entire agreement between Participant and AED and supersedes any and all prior verbal or written agreements or statements by any party or any of its representatives relating to the subject matter of this Application & Contract.

12. Contractor Services

Official contractors have been designated by AED to perform services for the Lessee. Non-exclusive services may be performed by Participant’s-appointed contractors governed by AED’s official contractor’s regulations.

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