

AED Summit - Application & Contract for CONDEX Booth



Associated Equipment Distributors

Return completed contract with payment to:

Associated Equipment Distributors

Attn: Jon Cruthers

650 E. Algonquin Rd, Suite 305

Schaumburg, IL 60173

Email: jcruthers@aednet.org or Fax: 630-468-5137

2021 Summit
March 29th to 31st 2021
CONDEX – March 30th and 31st 2021
Mirage Las Vegas Resort
Mirage Events Center

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 (NOTE: Primary contact will receive all booth related communications including registered attendee lists)

Company Name: _____

Address: _____

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

Phone #: _____ Fax #: _____ Website: _____

Primary Contact: _____ Contact Title: _____ Contact E-mail: _____

Booth Selection (minimum booth size 10' x 10' = 100 sq. ft.) Metric Conversion Factor 1 sq. ft. = 0.09 sq. meters; 100 sq. ft. = 9.29 sq. meters

CONDEX Booth Rate (valid as of 8/25/2020)	Standard Booth (first 10' x 10' space)	Premium Corner Booth (first 10' x 10' space)	Each additional 10' x 10' space
Member Rate:	\$2,200	\$2,450	\$2,000
Non-Member Rate:	\$4,000	\$4,250	\$2,600

Booth includes Signage, back and side walls (non-island booths only), registered attendee list
Booth does not include tables, chairs, electric, registration and other booth services

Dimensions: _____ x _____ = _____ Total square feet HALL IS CARPETED

Booth Location Preference: 1st _____ 2nd _____ 3rd _____ NOTE: AED does not guarantee assignment of choices

For companies participating in both Hospitality/Meeting Room Suites and CONDEX, the greater fee of either the Hospitality/Meeting Room Suite AED participation fee or CONDEX booth space fee will apply in full. The lessor of the two will be billed at a \$2,200 base rate for the 2nd participation space.

CONDEX Programs and Services

I am a member exhibiting for the 1 st time in CONDEX and I am interested in participating in the 1 st Time Exhibiting Member Program	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
I am interested in participating in the CONDEX Dealer's Preview issue of CED in December 2020	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
I am interested in Lead Management Services from AED at Summit	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Payment Information

Booths are assigned on a first come, first served basis. Applications & Contracts must be accompanied with a 50% deposit (non-refundable after September 30th, 2020) of the applicable booth rate. All remaining balances will be due on December 29th, 2020. Applications & Contracts received after December 29th, 2020, must be accompanied by the full amount of booth rate. Defaults in payment may result in reassignment of space or cancellation at AED's sole discretion.

Cancellation/Refund Policy: All cancellations and downsizes of exhibit space *must* be made in writing.

Before September 30th, 2020: 100% refund of total booth cost

September 30th, 2020 to December 29th, 2020: 50% refund of total booth cost

After December 29th, 2020: No refund

Method of Payment (US funds only)

DISCOVER Check enclosed, payable to Associated Equipment Distributors

Account #: _____ Exp. Date: _____ Charge Amount: _____

Print Name of Cardholder: _____ Cardholder's Signature: _____

Charge the remaining balance to this credit card on December 29th, 2020

Bill my member AED account (available to good standing AED members only without open invoices > 30 days)

Exhibitor Acceptance

The company named above ("Exhibitor") does hereby apply to participate as an exhibitor at the 2021 AED Summit. Exhibitor has read, understands, and agrees to abide by the terms and conditions on the face and reverse side of this Application & Contract. Exhibitor 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 he or she is duly authorized to execute this Application & Contract on behalf of and legally bind the Exhibitor.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

1. General Terms and Conditions

This Application & Contract does not constitute an offer to Exhibitor to enter into an agreement of any kind, oral or written, with AED. Exhibitor 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 as an exhibitor at the Event, Exhibitor 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 Exhibitor Manual and 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 Mirage Las Vegas (the "Venue").

2. Exhibitor Manual and Attendee Conduct Guidelines

AED will provide the Exhibitor Manual to the designated representative of Exhibitor listed on this Application & Contract. The Exhibitor Manual will include information integral to Exhibitor's participation at the Event, including, but not limited to, additional exhibitor rules and regulations, official contractor order forms, shipping and drayage, utilities and building services, and move-in and move-out schedules. AED will provide, and Exhibitor'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 and Booth Assignments

The floor plan shows the arrangement of the Event space. Booths are equipped by AED as specified in the Exhibitor Manual. 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 Exhibitor will be assigned any specific booth(s), and the booth assigned by AED may be different from the booth requested by Exhibitor. AED reserves the right, at its sole discretion, to change the arrangement of the Event space and/or assign Exhibitor to another booth at any time, as described in the Exhibitor Manual. Exhibitor may not assign, sublet, or share, in whole or in part, its assigned booth without prior written consent of AED.

5. Contractor Services

Official contractors have been designated by AED to perform services for the Lessee. Non-exclusive services may be performed by exhibitor-appointed contractors governed by the Exhibitor Manual.

6. Insurance

Exhibitor 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.

Exhibitor'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. Exhibitor 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.

7. Release of Liability & Indemnification

To the fullest extent permitted by law, Exhibitor 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, exhibitor, or exhibitor's employee or agent; or (b) loss of use of, damage to, or loss of, the property of exhibitors, whether due to theft, damage by fire, accident, vandalism, or any other cause; and Exhibitor 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 Exhibitor 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 Exhibitor hereby waives any and all legal rights it may have to such damages. In no event shall the liability of the Released Parties to Exhibitor exceed the amount of the applicable booth rate paid by Exhibitor. Exhibitor 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. Exhibitor 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.

8. Cancellation by Exhibitor

Exhibitor may cancel its participation as an exhibitor 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 September 29th, 2020, but prior to December 30th, 2020, Exhibitor shall pay AED a cancellation fee equal to 50% of the full amount of the applicable booth rate. For cancellation on or after December 30th, 2020, Exhibitor shall pay AED a cancellation fee equal to 100% of the full amount of the applicable booth rate. Any deposits made by Exhibitor will be applied to any cancellation fees. AED reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space. Exhibitor 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. Exhibitor acknowledges and agrees that the cancellation fees set forth in this Section 8 are liquidated damages, and not a penalty, in accordance with Section 10 below.

9. Default by Exhibitor

In the event that Exhibitor fails to pay any deposit or installment of the applicable 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 Exhibitor's participation, remove, relocate, or restrict any exhibits, persons, displays, or activities, and/or take possession of Exhibitor's assigned booth and may assign the same, or any part thereof, to such parties as it may deem proper. Exhibitor acknowledges and agrees that, in the event a default by Exhibitor, Exhibitor shall forfeit any deposits and installments of the applicable booth rate paid by Exhibitor, and such deposits and installments paid by Exhibitor shall be retained by AED as liquidated damages, and not a penalty, in accordance with Section 10 below.

10. Liquidated Damages

Exhibitor acknowledges and agrees that AED will sustain substantial losses in the event Exhibitor 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, Exhibitor 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. Exhibitor 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 Exhibitor until the date of cancellation, downsizing, or default, and, thereby, losing or deferring the opportunity to provide exhibit space and its service to others.

11. 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 Exhibitor from occupying an assigned space during part or all of the Event, Exhibitor will be charged for the booth only for the period the booth was or could have been occupied. AED will refund to Exhibitor 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 Exhibitor; and Exhibitor waives any claim against AED for losses or damage of any kind or type which may arise or result from such occurrence.

12. 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. Exhibitor 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 Exhibitor 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.

Please Note: All Exhibitor attendees representing the company as booth staff MUST register for AED Summit at the CONDEX/Suite/Sponsor Rate applicable at the time of registration.