

AED Summit - Application & Contract for Hospitality and Meeting Room Suite



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

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 suite 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: _____

Check One	Suite Type (Qty)	AED Member Participation Fee (paid to AED)	AED Non-Member Participation Fee (paid to AED)	Room Location	Square Footage	Room Rate / Night (paid to hotel)	Bedroom Type(s)
<input type="checkbox"/>	1 Bedroom Tower Suite (20)	\$6,000	\$8,500	Mirage Hotel Tower 26 th to 28 th floors	1,251 sq ft	\$259	King
<input type="checkbox"/>	1 Bedroom Penthouse Suite (5)	\$6,500	\$9,000	Mirage Hotel Tower Top 2 floors of hotel	1,251 sq ft	\$259	King
<input type="checkbox"/>	Calyпсо Court Meeting Room (4)	\$7,000	\$9,500	Calyпсо Court Mirage Events Center	900 sq ft	n/a	n/a
<input type="checkbox"/>	2 Bedroom Tower Suite (20)	\$7,500	\$20,000	Mirage Hotel Tower 26 th to 28 th floors	1,628 sq ft	\$359	King / King
<input type="checkbox"/>	2 Bedroom Penthouse Suite (10)	\$8,000	\$10,500	Mirage Hotel Tower Top 2 floors of hotel	1,628 sq ft	\$359	King / King
<input type="checkbox"/>	2 Bedroom Hospitality Suite (10)	\$9,500	\$12,000	Mirage Hotel Tower Multiple floor locations	1,714 sq ft	\$368	King / Double Queen

Check in/out Dates: Check in on _____ Check out on _____ * NOTE: Hotel check in time is 3pm, check out time is 11am.
 If no dates are given, check in will be set for Sunday, March 28th and check out will be set for Thursday, April 1st

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.

Payment Information

Suites are assigned on a first come, first served basis. Application & Contract must be accompanied with a 50% deposit (non-refundable after September 30th, 2020) of the applicable participation fee. 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 the participation fee. All suite reservations must be guaranteed by one night's room and tax, which will be charged at the time the reservation is made. Room cancellation policy is 3 days (72 hours) for the one night's room and tax. Removal of furniture is an additional charge of \$200 plus \$109 per room night paid to the hotel. **Only the beds may be removed from the suites and connectors. Removal of other furniture will require prior approval from the hotel and additional charges will apply.** If you choose to remove furniture, you will need to book the suite one day in advance and one day after use for furniture removal and replacement and will be charge the per night rates for the room as noted above.

Cancellation/Refund Policy: All cancellations and downsizes of suite 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)

Participant Acceptance

The company named above ("Participant") does hereby apply to participate at the 2021 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 he or she is duly authorized to execute this Application & Contract on behalf of and legally bind the Participant.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

AED Summit – Application & Contract for Hospitality and Meeting Room Suite Terms & Conditions

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 in 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 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"). For the purposes of this agreement, the term "Hospitality Suite" shall refer to suites or other spaces used for meeting purposes.

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. Hospitality Suite Assignments

AED will assign Hospitality Suites on a first-come, first-served basis. AED does not guarantee that Participant will be assigned any specific Hospitality Suite(s), and the Hospitality Suite assigned by AED may be different from the Hospitality Suite requested by Participant. AED reserves the right, at its sole discretion, to change the arrangement of the Hospitality Suite(s) and/or assign Participant to another Hospitality Suite at any time. Participant may not assign, sublet, or share, in whole or in part, its assigned Hospitality Suite 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 participation fee 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 in 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, Participant shall pay AED a cancellation fee equal to 50% of the full amount of the applicable participation fee. For cancellation on or after December 30th, 2020, Exhibit shall pay AED a cancellation fee equal to 100% of the full amount of the applicable participation fee. Any deposits made by Participant will be applied to any cancellation fees. AED reserves the right to treat a Participant's downsizing of Hospitality Suite space as cancellation of the original space and purchase of new Hospitality Suite 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 8 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 participation fee 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 Hospitality Suite 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 participation fee 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 9 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 7 and 8 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 Hospitality Suite 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 Hospitality Suite during part or all of the Event, Participant will be charged for the Hospitality Suite only for the period the Hospitality Suite was or could have been occupied. AED will refund to Participant the amount of the participation fee 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.

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