

# AED Application & Contract for CONDEX Exhibit Space



## CONDEX 2010 – San Antonio, TX AED's 91<sup>st</sup> Annual Meeting & CONDEX

Return completed contract with payment to:

Associated Equipment Distributors

Attn: Sandy Brassel/Dave Gordon

615 West 22<sup>nd</sup> St.

Oak Brook, IL 60523

FAX: 630-468-5141 or 630-570-5517

Exhibit Dates: Jan. 21-22, 2010

Please do not write in this box

Date Rec'd \_\_\_\_\_

ID # \_\_\_\_\_ Space # \_\_\_\_\_

Cost \$ \_\_\_\_\_

Deposit Rec'd \$ \_\_\_\_\_

Balance Due \$ \_\_\_\_\_

Check # \_\_\_\_\_

### Company Information

Company Name \_\_\_\_\_

Address (no PO Boxes) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Web site \_\_\_\_\_

Exhibit Contact Name \_\_\_\_\_ Title \_\_\_\_\_

E-Mail \_\_\_\_\_

### Mailing Contact (if different from above, to receive all booth correspondence)

Mailing Contact \_\_\_\_\_

Address (no PO Boxes) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

### Booth Requirements (minimum booth size 10'x10' = 100 sq. ft.) Metric Conversion Factor 1 sq. ft. = 0.9 sq. meters; 100 sq. ft. = 9.29 sq. meters

Dimensions \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_ total square feet **REQUIRED**

Booth Space Preference 1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_

Weight Restrictions  
2010 - NONE

Product Category Listing (25 words or less – to be used in convention registration booklet and as your exhibitor listing on AED's web site)

### Payment Information

Application & Contract must be accompanied with a 50% deposit (non-refundable after October 16, 2009). Remaining balances will be due on October 16, 2009. Applications & Contracts received after October 16, 2009 **must** be accompanied by the full amount of booth space rental. Defaults in payment may result in reassignment of space or cancellation.

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

On or before August 20, 2009 100% refund of total booth cost

August 21 to October 16, 2009 50% refund of total booth cost

After October 16, 2009 No refund

**NOTE:** In addition to booth space rental, all exhibitor personnel **MUST** register for the convention separately (at the reduced rate of \$175). Registration & Housing information will be sent out in September.

### Method of Payment (US Funds only)

Non-members may exhibit only once.

**Member Rate:** \$1,900 for the first 10'x10'; \$1,700 for any additional 10'x10' booths.

**Non-member Rate:** \$2,500 for the first 10'x10'; \$2,000 for any additional 10'x10' booths.

Cards  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 October 16, 2009

Bill my member AED account (available to good standing AED members only)

### Exhibitor Acceptance

Signing this document constitutes a binding legal agreement. Exhibitor agrees that upon acceptance of this contract by Associated Equipment Distributors, with or without appropriate payment, this contract shall become a legally binding contract. By signing this agreement, Exhibitor agrees to abide by all terms and conditions of this contract, including the rules and regulations, and in the exhibitor service manual, as well as any trade show policies in effect provided to the Exhibitor in writing.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

# Associated Equipment Distributors Exhibit Space Lease Terms & Conditions

This is a lease between the Associated Equipment Distributors as the first party, hereinafter called the Lessor, and the exhibitor named on the reverse side of this form as the second party, hereinafter called the Lessee, for exhibit space at AED's CONDEX 2010 to be held at the Henry B. Gonzalez Convention Center in San Antonio, Texas January 21-23, 2010.

## Contract Acceptance

That the said Lessor, in consideration of the mutual covenants herein set forth, and the faithful performance thereof by the Lessee, hereby grants the Lessee the right to use the exhibit space assigned, as indicated on the reverse side of this form, equipped by the Lessor as specified in the Exhibitor Manual Rules and Regulations. This contract shall become binding and effective only when it has been signed on the reverse side of this form by Exhibitor, and accepted as valid by a duly authorized representative of AED. Evidence of contract acceptance will be a formal confirmation of assigned booth space and the related financial specifics. The final exhibit space specifics may be different from the exhibitor's original request.

## 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 Rules and Regulations.

## Insurance

Exhibitor shall, at its own expenses, secure 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, \$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.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (1) Associated Equipment Distributors, and (2) the Event facility. Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days advance written notice to AED.

## Indemnification

Exhibitor shall on a current basis indemnify, defend, and hold Associated Equipment Distributors, its employees, and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, and expenses of any kind arising from any action, misconduct, negligence or omission attributable to the Lessee, its agents or employees.

## Assignment of Exhibit Space

Associated Equipment Distributors will make assignments of space on a first-come, first-serve basis and reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if it is for the best interest of the exposition as a whole, as described in the Exhibitor Manual Rules and Regulations.

## Cancellation by Exhibitor

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice thereof in writing sent to Associated Equipment Distributors. In such case, Exhibitor will continue to be liable for 50% of the total exhibit fee, if cancellation is received after August 20, 2009. Exhibitor is 100% liable for total exhibit fees if cancellation is received after October 16, 2009. These dates are related to the Event date and not to the date of this agreement, thus dates shall apply regardless of the date on which this agreement is executed. Failure to make payment for exhibit space shall render this lease subject to cancellation and or reassignment of the exhibit space by the Lessor at its option. The date of cancellation shall be the date Associated Equipment Distributors receives the cancellation notice. Associated Equipment Distributors reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

## Cancellation by Associated Equipment Distributors

In case said premises shall be destroyed by fire or by the elements, or by any other cause, or in case any other circumstances shall prevent the Lessor from furnishing the said premises for occupancy by said Lessee for uses herein specified, then and thereupon this lease shall terminate the Lessee shall, and does, hereby waive claim for damages or compensation, except the return of such pro rata portion of the amount paid for space rental as may be determined to be equitable by Associated Equipment Distributors.

## Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by Associated Equipment Distributors. If Exhibitor fails to install its display in its assigned space by 5:00 pm on January 20, 2010, or leaves its space unattended during the Exhibit hours, Associated Equipment Distributors shall have the right to take possession of the space and no refund will be due to Exhibitor. **Exhibitor may not dismantle the display until the Event is officially closed by Associated Equipment Distributors.** Penalty for teardown of booth before official closing time on the last day of the show will mean loss of priority in space selections for the next trade show or may be subject to a refundable deposit to act as a bond.

## Exhibitor Manual

Associated Equipment Distributors will provide an Exhibitor Manual to the designated representative of the exhibitor listed on the contract. The Exhibitor Manual will include information integral to 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, move-out schedules.

## Violation of Rules and Regulations

Violation of these rules and regulations, as well as those published in the Exhibitor Manual, will give AED the right to terminate the Exhibitor's contract prohibiting the Exhibitor from exhibiting at the current year's Exhibition and will forfeit all booth payments.

**Please Note: All convention attendees, including exhibitor personnel MUST register for the convention. (Exhibitors discounted registration rate is \$175).**

**For members participating in both Hospitality Headquarter and CONDEX, the higher fee of either the Headquarter AED participation fee or CONDEX booth space rental will apply. You will not be required to pay both fees.**