



Managed, Owned and Produced By: AVIXA™, Inc.
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June 12-14, 2019
Orange County Convention Center
Orlando, Florida

EXPOSITION CONTRACT

By completing the following, you are making a formal application for exhibit space which will become binding upon confirmation from AVIXA™, Inc. The person listed as exhibit contact below will receive all mailings/information/billing related to exhibiting.

Company: _____
 Street Address: _____
 City: _____ St/Prov: _____ Postal Code: _____ Country: _____
 Phone: _____ Toll Free: _____
 URL: _____
 Primary Product/Service To Be Exhibited: _____

Exhibit Contact Information

Name: _____ Title: _____
 Phone: _____ Mobile: _____
 Fax: _____ Email: _____

Please Indicate Exhibit Space Reservation Information:

Exhibit Space Size Requested: _____ feet (depth) x _____ feet (width) = _____ NSF Total
 Exhibit Space/Booth Number Preferences: 1st _____ 2nd _____ 3rd _____ 4th _____
 Special Requests: _____

Contract Acceptance for Exhibit Space Rental:

The Exhibitor agrees that upon acceptance of this agreement including the Terms and Conditions set forth on the back side of this page by Organizer with or without appropriate or timely payment of any and all fees; this agreement shall become binding and enforceable in accordance with its terms. Although Organizer will attempt to accommodate exhibitor requests for specific booths, no guarantees can be made that the Exhibitor will be assigned the specific booth(s) requested. Exhibitor acknowledges that it is not contracting for a specific booth(s), but rather for the right to participate as an Exhibitor in InfoComm 2019. **Effective with the InfoComm 2019 exposition, AVIXA™ exhibitor members will pay separately for annual member dues and exhibit space.** All exhibitors are encouraged to become AVIXA members. However, companies may elect not to join AVIXA and must do so at the time of exhibit space application submission and shall be required to pay a non-member exhibit space rate. **To be eligible for AVIXA member rates, Exhibitors must be AVIXA members in good standing at the time of exhibit space contract signing through June 14, 2019. Membership activation deadline is November 1, 2018.**

Membership Declaration (please indicate preference):

- AVIXA Bronze Member (\$500/yr.) AVIXA Silver Member (\$1,750/yr.) AVIXA Gold Member (\$4,750/yr.)
- Non-Member

Cost per square foot of exhibit space: \$ _____ (see exhibit space rate sheet) Space Location: A B C

Corner fee (for spaces less than 400 NSF): _____ # of corners x \$100 = \$ _____

Total amount due = \$ _____

Required Deposit:

Payment for space: Exhibitors selecting exhibit space will have three scheduled payments; 50% deposit of the total cost of the exhibit space is due by **August 17, 2018**; 25% payment is due on or before **October 19, 2018**, and the remaining 25% payment is due on or before **January 11, 2019**. Applications received on or after October 19, 2018, but before January 11, 2019, must be accompanied by 75% of the total exhibit space cost, and applications received on or after January 11, 2019, must be accompanied by 100% of the total exhibit space cost. A late payment fee of 1.5% per month shall be assessed on each payment amount or portion thereof not received within 30 days from the date printed on the invoice. The contract Terms and Conditions and the Exposition's Rules and Regulations separately attached are incorporated by reference hereto and a part of this contract. **By signing below, the signer certifies that he/she has the authority to sign the contract and bind the company listed to the Exposition's Rules and Regulations.**

Name (please print): _____ Title: _____

Authorized Contract Signature  _____

Communication Preferences:

- Please check here if AVIXA may provide your email address to other AVIXA and InfoComm partners so that these third parties may contact you about products and services that may be of interest to you.
- Please check here if you would like to receive email regarding other AVIXA events, education, and resources.
- Please check here if you would like to receive information by email about membership in AVIXA, the Audiovisual and Integrated Experience Association.

You can opt out of receiving these communications at any time by sending an email to: exhibitsales@avixa.org

AVIXA INFOCOMM SHOW MANAGEMENT USE ONLY

Date Received: _____ Deposit Received \$ _____ Assigned By _____
 Dimensions: _____ x _____ Total NSF _____ Booth # _____

EXPOSITION CONTRACT TERMS AND CONDITIONS
For Exhibition at InfoComm 2019
June 12-14, 2019 • Orange County Convention Center • Orlando, FL USA

I. DEFINED TERMS:

The term "event" means InfoComm 2019, currently scheduled to be held on June 12-14, 2019 (hereinafter "Event Dates") at the Orange County Convention Center, Orlando, FL (hereinafter "Exhibit Facility"). The Event is owned, produced and managed by the Audiovisual and Integrated Experience Association AVIXA™, Inc., (hereinafter "AVIXA"). As used hereinafter, the term "Organizer" means, collectively, AVIXA, and each of its officers, directors, shareholders, agents, affiliates, representatives, employees, and assigns, unless the context requires otherwise. The term "Exhibitor" means collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by AVIXA in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contracts, agents, representatives and/or invitees, as applicable.

II. PAYMENT SCHEDULE:

- A. Payments of exhibition fees are required as follows:
- 50% of the total exhibition fee is due on or before August 17, 2018. A second payment equal to 25% of the total exhibition fee for a cumulative payment of 75% is due on or before October 19, 2018. The balance of the total exhibition fee is due on or before January 11, 2019.
 - If the Exhibitor contracts on or after August 17, 2018, but prior to October 19, 2018, 50% of the total exhibition fee is due within fifteen (15) days of Exhibitor's signing of this Contract. If the Exhibitor contracts on or after October 19, 2018, but prior to January 11, 2019, 75% of the total exhibition fee is due within fifteen (15) days of Exhibitor's signing of this Contract. If the Exhibitor contracts on or after January 11, 2019, 100% of the total exhibition fee is due within fifteen (15) days of the exhibitor's signing of this Contract. Remaining balance payments per this section of this Contract follow the same schedule as II.A.1. above.
- B. Only the company name listed on this Contract is considered an official InfoComm 2019 Exhibitor. All exhibitors must make payments in accordance with the schedule outlined above. Under no circumstances will the Exhibitor be permitted to participate in InfoComm 2019 and/or occupy its exhibit space if full payment has not been received. Payments submitted in accordance with this Contract may be applied, first, to any outstanding balances due from previous Organizer shows and/or events. Contracts may not be accepted, and exhibit space may not be assigned to any exhibitor whose prior financial obligations to Organizer have not been met. Any and all payments marked as being payment in full or as being settlement of any dispute may be accepted by Organizer without Organizer forfeiting its rights under this agreement and/or the law.
- C. **To be eligible for AVIXA member rates, Exhibitors must be AVIXA members in good standing at the time of Exhibit Space Contract signing through June 14, 2019. Membership activation deadline is November 1, 2018. AVIXA membership dues will be invoiced separately from InfoComm 2019 exhibit space fees. AVIXA exhibitor members who do not renew or activate their membership and pay their outstanding membership dues by November 1, 2018 will have their exhibit space charged at non-member rates. Membership standing does not affect the timing of exhibit space deposit payments indicated above.**

III. DEFAULTS:

- A. If the Exhibitor fails to pay any of the installments as outlined in Section II (above), Organizer shall reserve the following rights:
- Organizer reserves the right to cancel the exhibitor's participation and/or release the contracted exhibit space and is free to provide said space to other exhibitors.
 - Any exhibition fees paid shall be retained by Organizer as liquidated damages.
 - Any outstanding payments as outlined in Section II, A.1. are due and payable in consideration for Organizer having reserved space and providing services to the Exhibitor until the date the Exhibitor's exhibit space is canceled per III.A.1. above.
- B. The canceled Exhibitor may reapply for InfoComm 2019 exhibition participation on a first-come, first-served basis. Monies previously paid on account may be applied to the Exhibitor's new exhibition fee if a new contract is accepted by the Organizer. However, if the new exhibition fee is less than the original exhibition fee, the exhibitor will be held liable for a downsizing fee according to the schedule outlined in Section V below.
- C. **Exhibitor represents and warrants that it owes no past due amounts to AVIXA, Inc. (the "Organizer") and that it owes no past due amounts to the entities which sponsor InfoComm USA, ISE Europe, ISE Russia, InfoComm China, InfoComm India, InfoComm SE Asia, TMMIC Brazil, TMMIC Colombia, and TMMIC Mexico (each such entity may be referred to hereunder as an "Affiliate"). If at any time during the term of this Agreement Exhibitor owes past due amounts to Organizer and/or one or more Affiliate, Organizer may at its sole option either: (i) terminate this Agreement, provided that Exhibitor shall not have paid all such past due amounts within thirty (30) days of receipt of notice by Organizer of its intent to terminate or (ii) prohibit the Exhibitor from rebooking or participating in a future edition of the Event. In the event of a termination under this section, Organizer shall be entitled to retain all amounts deposited by Exhibitor."**

IV. EXHIBITOR CANCELLATION:

- A. All exhibitor participation cancellations must be received by Organizer in writing (return receipt requested) and acknowledged by Organizer.
- B. If written notice of participation cancellation is received by Organizer before October 19, 2018, the Exhibitor shall pay a cancellation fee equal to 50% of the total exhibition fee. If written notice of participation cancellation is received by Organizer on or after October 19, 2018, but prior to January 11, 2019, the Exhibitor shall pay a cancellation fee equal to 75% of the total exhibition fee. If written notice of participation cancellation is received by Organizer on or after January 11, 2019, the Exhibitor shall pay a cancellation fee equal to 100% of the total exhibition fee. Exhibitors contracting on or after January 11, 2019, are responsible for the full (100%) exhibition fee, even in the event of cancellation any time thereafter. Any deposits made by the Exhibitor may be used to fully or partially reduce the cancellation fees described above.
- C. **Regardless of the timing of any exhibit space cancellations or downsizing, Exhibitors who are AVIXA members will not receive any refund of their membership dues.**

V. DOWNSIZING:

All downsizing requests shall become effective when approved by Organizer. A downsize fee of 50% of the difference between the cost of the original exhibition space cost and the cost of the revised downsize exhibition space will be charged on any downsize requested by the Exhibitor and approved by Organizer before October 19, 2018. The downsize fee increases to 75% of the difference between the cost of the original exhibition space cost and the cost of the revised downsize exhibition space on any downsizing requested by the Exhibitor and approved by Organizer on or after October 19, 2018 and prior to January 11, 2019. The downsize fee increases to 100% of the difference between the cost of the original exhibition space and the cost of the revised downsize exhibition space on any downsizing requested by the exhibitor and approved by Organizer on or after January 11, 2019. The above downsizing fee(s) shall be in addition to the actual cost of the revised downsize exhibition space. Any deposits made by the exhibitor may be used to fully or partially reduce the downsizing fees described above.

VI. LIQUIDATED DAMAGES:

Both the Exhibitor and Organizer acknowledge that Organizer will sustain substantial losses if the Exhibitor cancels, downsizes, or defaults its participation. Even though Organizer will exercise its best efforts to provide the canceled, defaulted, or unused space and its service to others, Organizer and the Exhibitor agree that Organizer will nevertheless incur substantial losses that cannot be previously determined. Due to the difficulty of determining and detailing said losses, the Exhibitor agrees to pay the following as liquidated damages (and not as a penalty) if the Exhibitor cancels, downsizes, or defaults its participation. All cancellation/downsizing/default fee(s) and the retention of exhibitor payments pursuant to this Contract are acknowledged by the exhibitor to be fully earned and to constitute liquidated damages (and not a penalty) due in consideration for expenses incurred by Organizer and in consideration for Organizer having reserved space and provided services to the Exhibitor until the date of cancellation, downsizing or default, thereby losing or deferring the opportunity to provide exhibit space and its service to others.

VII. INTEREST AND COLLECTION FEES:

- A. Any exhibitor that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney's fees and/or collection fees of not less than 25% of the remaining balance due) that Organizer incurs to recover the debt.
- B. There will be a \$50 charge for all returned checks.
- C. If the above interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to Organizer by the Exhibitor.

VIII. SPACE ASSIGNMENT AND ATTENDEES:

- A. Although Organizer will attempt to accommodate exhibitor requests for specific exhibition space assignments, no guarantees can be made that the Exhibitor will be assigned the specific exhibition space(s) requested. Exhibitor acknowledges that he/she is not contracting for a specific exhibition space(s), but rather for the right to participate as an Exhibitor in InfoComm 2019.
- B. Organizer makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees participating in the exhibition.

IX. MISCELLANEOUS:

This Contract is irrevocable, and the rights of Organizer under this Contract shall not be deemed waived except as specifically stated in writing by an authorized representative of Organizer. The Exhibitor further agrees that upon acceptance of this agreement by Organizer with or without appropriate or timely payment of any and all fees, this agreement shall become binding and enforceable in accordance with its terms. This Contract will be binding on the exhibitor's and Organizer successors. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement. Any action arising out of this Contract or InfoComm 2019 must be brought in Fairfax County, Commonwealth of Virginia, and governed by the law of that locale, exclusive of the choice of law rules of any jurisdiction, and the Exhibitor consents to the jurisdiction of such courts.

X. PRIVACY:

Exhibitor agrees and acknowledges that the data provided in this Contract and during the course of fulfilling this Contract may be used by the Organizer and its service providers to send Exhibitor updates on the Event and to communicate with Exhibitor for future editions of the Event.