

# Engage 2016 Reservation Agreement



## Engage West

March 14-16, 2016  
Anaheim Marriott  
Anaheim, CA

## Engage East

May 9-11, 2016  
Marriott Marquis  
New York, NY

### PACKAGE OPTIONS:

**Presentation Engagement – \$15,000 per event**

Engage West  Engage East **Only 8 spots available per event!**

The Presentation Engagement all-inclusive package features 2 days of 1/2 hour private presentations to small groups of distributors – connect with all 200 distributor attendees throughout the event.

**Roundtable Engagement – \$12,000 per event**

Engage West  Engage East

The Roundtable Engagement all-inclusive package features 2 days of roundtable networking sessions with pre-qualified distributors. Two representatives of your company will meet with two distributors at a time for 15 minutes.

**Exhibit Day 3 Only – \$1,750 per event**

Engage West  Engage East **Limited availability**

The Exhibit Day 3 Only package features access to hundreds of distributors via an 8-foot display space in the Engagement Hall on day 3, including 6-foot table, 2 chairs, carpet, waste basket and ID sign.

**Presentation & Roundtable All-Inclusive Packages Offer:**

- 3 days of access to 200 pre-qualified distributors
- All attendee profiles shared with you prior to event
- 8-foot display space in the Engagement Hall on day 3, including 6-foot table, 2 chairs, carpet, waste basket and ID sign
- 500 lbs. of material handling
- 1 hotel room, double occupancy, for 3 nights
- Meals for 2, including light breakfast and lunch for 2 days and 2 cocktail receptions

**Only 75 available per event!**

### CONTACT INFORMATION:

Company \_\_\_\_\_ asi/ \_\_\_\_\_  
 Line Name \_\_\_\_\_  
 Contact \_\_\_\_\_ Rep Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Business Phone \_\_\_\_\_ Business Fax \_\_\_\_\_  
 Email \_\_\_\_\_

### PAYMENT METHOD:

AUTO PAYMENT SCHEDULE	DUE WITH RESERVATION	DUE 6 MONTHS PRIOR TO EVENT	DUE 90 DAYS PRIOR TO EVENT
<b>ENGAGE WEST</b>			
Presentation Engagement	\$5,000	\$5,000 (9/14/15)	\$5,000 (12/14/15)
Roundtable Engagement	\$4,000	\$4,000 (9/14/15)	\$4,000 (12/14/15)
Exhibit Day 3 Only	\$584	\$583 (9/14/15)	\$583 (12/14/15)
<b>ENGAGE EAST</b>			
Presentation Engagement	\$5,000	\$5,000 (11/9/15)	\$5,000 (2/9/16)
Roundtable Engagement	\$4,000	\$4,000 (11/9/15)	\$4,000 (2/9/16)
Exhibit Day 3 Only	\$584	\$583 (11/9/15)	\$583 (2/9/16)

- Please use the credit card that *ASI Show* has on file.  
 Please contact me about using a credit card.

**AMOUNT TO BE PAID \$** \_\_\_\_\_

**BALANCE DUE \$** \_\_\_\_\_

The balance is due 90 days prior to event. By using a credit card, I authorize *ASI Show* to charge the payment when due on my credit card for Engage. Payment must be made in US dollars.

### SIGNATURE:

**See reverse for Terms and Conditions.**

I have read and understand the Engage Terms and Conditions located on reverse side of this form in its entirety. My signature below indicates my acceptance of the entire agreement.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**ASISHOW**  
EVENTS

ASIRoadshow | ASI Show | engage | ASIIllite

AS-12128 5/27/15

# Engage 2016 Terms & Conditions

This Agreement is a firm commitment to participate with non-refundable payments. This application for supplier participation becomes an official Agreement when signed by my Company. The use of "My," "You," "Your" or "We" means you or your Company for which you are signing this Agreement. We, as a participating supplier, agree to the following statements:

**Rules for Participating Suppliers:** Participating supplier's space may not be re-sold, transferred or assigned. Only the company completing the front of this form may show the products it sells to distributors at this event. You may only show your products and services. Solicitation of employees/consultants/contractors during Engage hours is prohibited. Your display must be for the sole purpose of promoting Your supplier business. All sales presentations will take place within your assigned space.

**Insurance:** You are completely and solely responsible for Your space, the materials that You ship to and from the event and the material in your space whether shipped by Show or a third-party. Consequently, You should have appropriate insurance. You shall, at Your own expense, secure and maintain through the term of this Agreement, including move-in and move-out, Worker's Compensation Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

Comprehensive General Liability and Automobile Liability Insurance policies shall name as additional insured Show and each of its subsidiaries. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Show shall be furnished to Show thirty (30) days before the first day of the Show. The Certificates of Insurance of policies shall provide that they may not be canceled without thirty (30) days advance written notice to Show.

**Fees for Participating Suppliers:** Show requires a deposit of 1/3 total amount due at the time of reservation, see Payment Schedule on reverse for details. Agreements without payment will not be processed, without exception. Methods of payment include Visa, MasterCard, American Express, Discover. Deposits are non-refundable, non-creditable and non-transferable. Balance is due 90 days prior to event. There are no refunds for cancellations for Engage events. All cancellations must be made in writing to Show management.

**Cancellation of Participation:** Deposits are non-refundable, non-creditable and non-transferable. Any participating supplier who does not attend the event without notifying Show management in writing a minimum of 90 days before the event will be charged the full, non-discounted fee. Participating suppliers who notify Show management in writing of cancellation 90 days prior to event will receive 50% credit less deposit. All amounts forfeited are considered to be liquidated and agreed upon damages for injuries that Show will suffer as a result of Your cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from the availability at a time when other parties would be interested in applying for it will cause Show to sustain damages. In this situation, Show damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date Show receives the written notice. Regardless of when Your cancellation is received, You remain responsible for the full contract amount.

**Outside Exhibits/Hospitality Suites:** Without express written approval from Show, You may not display products/services and/or other advertising material in areas outside Your space in areas such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc.

You also agree not to operate hospitality suites, or hold any other functions open to attendees during Engage hours or when Engage sponsored activities are being held.

**Listings and Promotional Materials:** By participating at Engage, You grant to Show or its affiliates a fully paid, perpetual non-exclusive license to use, display and reproduce Your name, likeness, trade names and product names in any directory (print, electronic or other media) listing Your Company at the event and to use such name in Show or its affiliates promotional materials or marketing pieces. Show shall not be liable for any errors in any listing or descriptions, or for omitting You from the Engage program or other lists or materials.

**Assumption of Risks; Releases:** You expressly assume all risks associated with, resulting from or arising in connection with Your participation at Engage including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of participating supplier, whether caused by negligence, intentional act, accident, act of God or otherwise. You have sole responsibility for Your property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by Your insurer. Neither Show or the hotel accepts responsibility, nor is a bailment created for property delivered by or to You. Neither Show or the hotel shall be liable for, and You hereby release all of them from and covenants not to sue any of them with respect to any and all risks, losses, damages and liabilities described in this paragraph.

**Indemnification:** You shall indemnify, defend (with legal counsel satisfactory to Show), and hold Show, its affiliates, and the hotel harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from, or arise out of or in connection with: (a) Your participation or presence at Engage, (b) any breach by You of any agreements, covenants, promises or other obligations under this Agreement; (c) any matter for which You are otherwise responsible under the terms of this Agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from Your actions; (f) harm or injury (including death) to You; and (g) loss of or damage to Your property, Your business, or Your profits, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

**Cancellation by Show:** If You fail to make a payment required by this Agreement in a timely manner, Show may terminate this Agreement (and Your participation at Engage) without further notice and without obligation to refund monies previously paid. Show reserves the right to refuse You permission to participate if You are in arrears of a payment due to Show or one of its affiliates. Show is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing You from any liability hereunder. Show may also terminate this Agreement, effective upon written notice of termination, if You breach any of Your obligations under this Agreement, without any obligation on the part of Show to refund any payments previously made and without releasing You from any liability arising as a result of, or in connection with such breach.

**Cancellation of Engage:** If Show cancels Engage due to circumstances beyond its reasonable control (for example: acts of God, acts of war, act of terrorism, earthquake, government emergency, or government actions, labor actions or unavailability of the Facility), Show shall refund to each participating supplier its payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Show to participating supplier. Show reserves the right to cancel, re-name, relocate or change the dates of Engage that are not more than 90 days earlier or 90 days later than the dates on which Engage was originally scheduled to be held. If Show should take such action, no refund will be due to the participating supplier. If Show removes or restricts your presentation materials which it considers objectionable or inappropriate, no refund will be due to the participating supplier. If Show elects to cancel Engage for any reason other than previously described in this paragraph, Show shall refund to each participating supplier its entire payment previously paid, in full satisfaction of all liabilities of Show to participating supplier.

**Copyrighted Materials:** You shall not play or permit the playing or performance of, or distribution of any copyrighted material at Engage unless you have obtained all necessary rights and paid all required royalties, fees or other payments.

**Observance of Laws:** You shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the venue (including any union labor work rules). Without limiting the foregoing, You shall display Your materials to comply with the Americans with Disabilities Act.

**Taxes and Licenses:** You shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Show. You shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Show.

**Additional Terms and Conditions:** Show has sole control over attendance policies. Except as provided to the contrary in this Agreement, all monies paid by You shall be deemed fully earned and non-refundable at the time of payment. You shall conduct Yourself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close a space and withdraw acceptance of the Agreement, Show, in its sole judgment, may refuse to consider You for participation in future events if You violate or fail to abide by the Agreement and any of the accompanying rules and regulations. Any amendment to this Agreement must be in writing and signed by an authorized representative of Show. You may not assign this contract or any right hereunder, nor may You sublet or license all or any portion of Your space. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions on any purchase order or other documents You submit to the Show. No presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by a particular party. You agree if the Show takes legal action to enforce this Agreement, You shall be responsible for all reasonable costs, including attorney fees, for such enforcement.

Any leads or contact information You obtain from exhibiting at an ASI Show or ASI activity cannot be provided to or used by or for a competitor of ASI or The ASI Show.

**Incorporation of Rules and Regulations:** Any and all matters pertaining to Engage and not specifically covered by the terms and conditions of this Agreement shall be subject to determination by Show in its sole discretion. Show may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to You. Any such rules and regulations are an integral part of this Agreement and are incorporated herein by reference.

**Assumption of Risk; Disclaimer of Liability:** ALL PRODUCTS AND SERVICES ARE PROVIDED "AS-IS." THE SHOW DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE SHOW MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED CONCERNING THE NUMBER OF PEOPLE, DISTRIBUTORS, OR PARTICIPATING SUPPLIERS WHO WILL ATTEND A SHOW OR ANY OTHER ACTIVITIES OR FUNCTIONS OR ANY OTHER MATTERS. IN NO EVENT SHALL THE SHOW BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SHOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF THE SHOW EXCEED THE PARTICIPATION FEES PAID.

**Jurisdiction and Venue:** This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflicts of law. The parties agree to submit to the exclusive personal jurisdiction and venue of the state courts in Bucks County, Pennsylvania or the federal court in the Eastern District of Pennsylvania for disputes relating to, or concerning this Agreement.