

Connex2024 National Conference
Gaylord Opryland Hotel & Convention Center
April 08-10, 2024

Exhibitor Application and Agreement

The undersigned, (“Exhibitor”) hereby applies for exhibit booth space during the ConnexFM National Conference, Connex2024 National Conference (“Conference”) to be held at the Gaylord Opryland Hotel & Convention Center (“GOHC”) in Nashville, Tennessee, subject to the terms and conditions hereinafter set forth. This Application shall, upon written acceptance by ConnexFM, constitute a binding Agreement between the parties (“Application and Agreement”).

1. It is understood that this Application and Agreement is a license and not a lease and that no leasehold or tenancy is intended to be or shall be created as a result of this Application and Agreement.
2. Exhibitor must include a minimum payment of 50% with this application, subject to the classification of booth space and booth fees in Exhibit A, attached and incorporated in this Application and Agreement. ConnexFM may at its sole discretion deposit such payment pending acceptance of this Application and space availability, but in no event is ConnexFM obligated to provide exhibit space until it has accepted this Application and Agreement in writing.
3. Exhibitor shall have two weeks from receipt of written acceptance and assignment of exhibit space, to request re-assignment of the exhibit space designated by ConnexFM. If ConnexFM is unable to provide exhibit space acceptable to Exhibitor, Connex shall promptly refund the deposit payment in full. ConnexFM cannot guarantee Multi-Site FM attendance at the Conference, and cancellation terms stated in this Application and Agreement apply if Exhibitor cancels this Application due to a lack of Multi-Site FM attendance at the Conference.
4. ConnexFM reserves the right to require the modification or removal of any exhibit booth that, in its sole judgment, does not conform to its business, professional or ethical standards.
5. Exhibitor must be a ConnexFM member and must be in compliance with and current in all obligations to ConnexFM, including without limitation, payment of membership dues. If Exhibitor fails to comply with any terms of this Application and Agreement, including the aforesaid obligations and Exhibitor’s obligations to timely pay all booth fees, ConnexFM shall be entitled to reassign and/or cancel Exhibitor’s booth space. In such event, Exhibitor agrees to pay any deficiency, loss or damage sustained by ConnexFM in reassigning the booth space. Further, should ConnexFM be unable to reassign Exhibitor’s booth space, Connex shall have the right to use the booth space for its own purposes without prejudice to its rights with regard to Exhibitor under this Application and Agreement, including without limitation obtaining payment of the balance of the booth fee.
6. In the event that the GOHC premises are destroyed or rendered unavailable for any reason whatsoever, whether before or during the Conference, this Application and Agreement shall terminate, and Exhibitor shall and does hereby waive all claims for damages or compensation against ConnexFM for the termination.
7. If GOHC changes the location or room for exhibit booth space at the Conference, ConnexFM reserves the right to relocate Exhibitor’s booth space at its discretion. In the event of circumstances preventing the use of the GOHC’s facilities as

contemplated in this Application and Agreement, ConnexFM reserves the right at its sole discretion to restrict the hours the exhibit space is open, or to close the exhibit space on any day or days, or to cancel the Conference exhibition. In such event, Exhibitor hereby waives all claims for damages or compensation for such restriction, closing or cancellation.

Rules & Regulations

- 1. Purpose of Exhibition.** Exhibitor agrees that the purpose of exhibiting at the Conference is to create awareness and sales of Exhibitor's products and services. For the booth fee, Exhibitor is entitled to one 10'x10' booth space, two full delegate registrations, two booth personnel badges for admission to the exhibition only and a full attendee list. No more than four (4) representatives may occupy the booth space during the exhibit hours. Representation or solicitation by more than one company per booth space is prohibited.
- 2. Character of Presentation and Space Use.** ConnexFM reserves the right to approve all sales presentations, booth attractions and use of booth space. Sales presentations will not include any derogatory representations directed at another Exhibitor's products or services. All materials must fit within the booth space. Any animated characters, electronic games, motorized equipment or vehicles must be pre-approved at least 60 days prior to the start of the Conference to ensure compliance with safety requirements and acceptable standards. Scantly clothed models or booth personnel are unacceptable.
- 3. Music and Photography.** Exhibitor is responsible for obtaining all rights and licensing for the use of any music or photography. Music or photography equipment is not permitted in the exhibition space without the prior written consent of ConnexFM. Photography used in the booth must have relevance to Exhibitor's products or services.
- 4. Registration.** All representatives of Exhibitor must obtain registration badges for proper identification and admission to the exhibit booth space at all times. Only two individuals per 10'x10' booth will be entitled to a full delegate registration to attend, without additional costs, all sessions and workshops of the Conference as part of the booth fee stated in this Application and Agreement. Additional representatives must be registered separately as delegates in order to attend sessions and workshops of the Conference.
- 5. Sub-License or Reassignment.** Exhibitor may not sub-license or reassign all or any part of Exhibitor's assigned booth space without the prior written consent of ConnexFM.
- 6. Presentation of Goods and Services.** Exhibitor may not present more than one line of products or services within Exhibitor's assigned booth. Such products or services must conform to the description submitted with this Application and Agreement, and cannot be changed without the prior written consent of ConnexFM.
- 7. Compliance with Laws.** Exhibitor shall comply with all applicable federal, state and local laws, rules, ordinances and regulations with regard to its use of the assigned booth space and participation in the Conference.
- 8. Liability, Indemnity and Insurance.** Exhibitor assumes full responsibility for any and all loss, theft or damage to Exhibitor's displays, equipment and other property while at the GOHC, and hereby waives any claim or demand against ConnexFM, the GOHC or its affiliates arising from such loss, theft or damage. In addition, Exhibitor agrees to defend, indemnify and hold harmless ConnexFM and its contractors and their

respective parents, subsidiaries and other related or affiliated companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorneys' fees and costs, arising from or in connection with the Exhibitor's occupancy and use of the GOHC premises or any part thereof and any negligent act, error or omission of Exhibitor or its employees, contractors, agents or invitees. ConnexFM is not responsible for any losses or injuries sustained by Exhibitor or its employees, contractors, agents or invitees from any cause whatsoever while attending, exhibiting or in transit to or from, the Conference, and Exhibitor hereby waives any and all claims and causes of action against ConnexFM and GOHC and their respective employees, officers, directors, contractors, agents, assigns and related agencies arising from Exhibitor's participation in the Conference. In addition, Exhibitor acknowledges that ConnexFM and GOHC do not maintain insurance covering Exhibitor, and that Exhibitor is solely responsible, at its sole expense, for insuring its own risks at the Conference.

9. **Decorations, Signs, Etc.** ConnexFM will provide Exhibitor with one standard sign, draped background, side railings and sides for its booth. Exhibitor must provide all other booth equipment and materials. Only the company name submitted by Exhibitor in this Application and Agreement may appear on the exhibit booth sign. All booth installation work must conform to applicable fire regulations and the regulations of GOHC. **They must also conform to the "IAEE Guidelines for Display Rules and Regulations," cited in Exhibit A as well as on the Exhibitor Portal.**
10. **Receipt of Materials.** Exhibitor is responsible for the shipment and delivery of its equipment and material to the exhibit facility. ConnexFM assumes no responsibility for timely delivery or installation of Exhibitor's equipment and material.
11. **Hall Etiquette.** Exhibitor agrees that its representatives will remain inside its booth, whenever possible, to prevent blocking the aisle and position of neighboring exhibitors. Exhibitor's representatives will refrain from eating at the booth during show hours. Time will be allotted in the schedule for exhibitors' breaks and lunches. ConnexFM's Ethics Committee will address any breach of its Code of Ethics or meeting etiquette with Exhibitor. The ConnexFM Board of Directors will approve any sanctions against the Exhibitor for breaches of etiquette or ethics before remedial action is taken.
12. **Early Departure.** Exhibitor shall not dismantle its booth prior to the official closing time of the show. ConnexFM reserves the right to deduct points (affecting their exhibit booth location selection at subsequent ConnexFM events) from exhibitors who tear down their booths prior to the end of the show.
13. **Cancellation.** ConnexFM reserves the right to cancel this Application and Agreement if 50% of the total booth fee is not paid within two weeks of booking and if 100% of the total booth fee is not paid by November 30, 2023. Upon such cancellation for non-payment, ConnexFM shall be entitled to receive as liquidated damages from the sums paid on account of the contract or otherwise, up to 50% of the total booth fee. If Exhibitor cancels this Application and Agreement after November 30, 2023, and prior to January 24, 2024, Exhibitor shall be liable for liquidated damages equal to 75% of the total booth fee. If the Exhibitor cancels this Application and Agreement after January 24, 2024, Exhibitor shall be liable for liquidated damages equal to 100% of the total booth fee. If Exhibitor books after November 30, 2023, all cancellations must be requested within 2 weeks of booking. For any cancellations outside of the 2-week cancellation timeline, Exhibitor shall be liable for liquidated damages equal to 100% of the total booth fee. Cancellation of sponsor booth spaces must be made within 2 weeks of booking, otherwise Exhibitor shall be liable for liquidated damages equal to 100% of the total sponsorship minimum. Cancellation becomes effective upon receipt, by ConnexFM, of written notice from Exhibitor or upon receipt of written notice to Exhibitor from ConnexFM. If this Application and Agreement is cancelled for any reason, Connex may reassign Exhibitor's booth without refund or compensation to

Exhibitor.

14. **Late Payment Fee.** Payment of the full booth fee is due by November 30, 2023. If an exhibitor books after November 30, 2023, payment of the full booth fee is due within two weeks of booking date. Booth fees not paid within the terms of this Application and Agreement are subject to a late fee of \$150.00 payable in advance of admission to the Conference. Booth fees not paid within the terms of this Application and Agreement will result in the withholding of registration and hotel bookings upon the opening of the registration and housing site.
15. **Age Limitation.** No one under the age of 18 is allowed on the exhibition floor at any time.
16. **Smoking Prohibited.** Smoking is strictly prohibited on the exhibition floor.
17. **Other Provisions.**
 - a. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Application and Agreement.
 - b. If any term, clause, or provision hereof is held invalid or unenforceable, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed severed from this Application and Agreement.
 - c. This Application and Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties relating to the subject matter hereof and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Application and Agreement.

IN WITNESS WHEREOF, Exhibitor and ConnexFM have caused this Application and Agreement to be executed and entered into as of the day and year entered below.

EXHIBITOR (Company): _____ Date: _____
_____ By (Name and Title) _____

ACCEPTED BY ConnexFM: Ginger Hayward Date: 4.19.23

By (Name and Title) Ginger Hayward, Director of Global Events