



APPLICATION AND AGREEMENT FOR SPACE

Xploration® 18 * April 17-19, 2018 * Rosen Plaza Orlando

SPACE REQUEST

Booth Number Requested:

Booth Option 1 - **\$4,750 (Early Fee); \$5,050 (Standard Fee);**

Booth Option 2 - **\$5,461 (Early Fee); \$5,761 (Standard Fee)**
Order no later than 2/15/2018

Booth Option 3 - **\$4,949 (Early Fee); \$5,249 (Standard Fee)**

Early fee pricing applies until September 1, 2017

Participate in Snapshot Solutions (If Available):

Yes No

XPLOR MEMBERSHIP (OPTIONAL)

Professional Company or Vendor Company Membership for Exhibitors
 \$895

Xplor will select the appropriate membership type for your company. Each type includes unlimited membership for company employees in the USA or Canada for a term of one year. Membership is non-refundable.

XPLOR ELITE SPONSOR

A Booth is included in my entitlements.

It will be verified and the booth fee reduced accordingly.

SPACE ASSIGNMENT: All space assignments will be made on a first come, first served basis by Xplor International. Full consideration will be given to the participants from the previous year(s). Xplor International reserves the right to assign space as equitably as possible.

PAYMENT TERMS: A fifty percent deposit is required with this Application and Agreement for space. Balance is due on January 15, 2018 or upon agreement execution if that date has passed. All payments are required in US funds.

BOOTH MANAGER CONTACT INFORMATION

(Communication regarding Booth Entitlements, Deadlines and Exhibitor Kit)

Contact Name:

Contact Phone:

Contact Email:

SALES OR MARKETING MANAGER CONTACT INFORMATION

(Communication regarding First Timer Recognition Program, Conference Bag Insert and Registration of Company representatives)

Contact Name:

Contact Phone:

A 50 percent non-refundable deposit is required with this Application and Agreement for space. Balance is due on January 15, 2018 or upon agreement execution if that date has passed. All payments are required in US funds. A fifty percent refund will be provided on or prior to October 15, 2017. No refunds will be made after October 15, 2017.

Contact Email:

COMPANY INFORMATION

To be displayed on Conference Website and Guide

Company Name:

Company Address:

Company Website:

Company Logo:

Use logo on file at Xplor

Attach online or email to jennifer@xplor.org (.eps file format preferred)

Company Description:

Use company description on file at Xplor

Attach online or email to jennifer@xplor.org (maximum 650 characters including spaces)

AGREEMENT: This agreement (" Agreement ") is made between Xplor International, an Illinois not-for-profit corporation (" Xplor ") and the Company identified below (" Vendor Forum Participant ") and includes this Application and Agreement for Space and the Terms and Conditions for Participation in Event on pages 2 and 3. Vendor Forum Participant desires to occupy exhibit space at the Vendor Forum portion of the Event in accordance with this Agreement. Vendor Forum Participant agrees to comply with the rules and regulations outlined in the Terms and Conditions for Participation in Event, the Exhibitor Services and Information Kit, and any such rules, regulations, and information as may be adopted by Xplor. Receipt by the Vendor Forum Participant of the executed Agreement from Xplor will constitute acceptance of this Agreement and assignment of Vendor Forum floor space.

Signature of Authorized Company Representative

Printed Name:

Company:

Date:

Skip Henk

Xplor International

24156 State Road 54, Suite 4, Lutz, FL 33559

813-949-6170 (office) * 813-949-9977 (fax)

Date:

Terms and Conditions for Participation in Event

1. **The Conference and Vendor Forum.** Xplor hosts a Conference and Vendor Forum for the development and exchange of information, among users of electronic document systems and between users, manufacturers of such systems and suppliers of other pertinent goods and services. Subject to change, as hereinafter provided, the Conference and Vendor Forum ("Event") shall be held at Rosen Plaza Orlando ("Conference Facility") on April 17-19, 2018. Any decisions of Xplor referred to herein are the decisions of its elected governing body, the Board of Directors ("BOD").
2. **Vendor Forum Booth and Entitlements.** Exhibit space (8' deep x 10' wide) on April 17-19, 2018 which includes:
 - o The booth package option selected by Vendor Forum Participant in the application:
 - **Option 1**– 8' high backwall drape and 3' high sidewall drape (white), one 6' draped table (black), two side chairs, one wastebasket, one 7"x 44" company identification sign, one wireless internet connection for email use, and one power drop (5 amps) for laptop use.
 - **Option 2**– 8' high backwall drape and 3' high sidewall drape (white), one 6' draped table (black), one kiosk with countertop and two graphic panels, two padded stools, one wastebasket, one wireless internet connection for email use, and one power drop (5 amps) for laptop use. Graphic due to Xplor by **February 15, 2018**.
 - **Option 3**– 8' high backwall drape and 3' high sidewall drape (white), one 6' draped table (black), one pedestal table (30" high, 36" diameter), two chairs, one wastebasket, one 7" x 44" company identification sign, one wireless internet connection for email use, and one power drop (5 amps) for laptop use.
 - o Two platinum passport (full conference) for a Vendor Forum Participant employee to attend all Xplor educational conference sessions, the vendor forum and networking activities (including food & beverage). **Discount Code: COMP and booth number (no spaces).**
 - o Up to five platinum passports (full conference) for additional Vendor Forum Participant employees may be purchased at a reduced rate of \$535 USD each. Each exhibitor attendee must have a conference pass as Xplor does not provide exhibit only passes. No exceptions. **Discount Code: DISC and booth number (no spaces).**
 - o Xplor will provide up to (2) complimentary conference registrations for Vendor Forum Participant for their end user customers/prospects. These complimentary registrations cannot be used for employees or partners. Xplor will not refund any money for conference attendees who have registered and paid. **Discount Code: GUEST and booth number (no spaces).**
 - o An opportunity for your end user customers and prospects to apply for complimentary conference registration through the **First Timer Recognition Program**. Based on first come, first served basis with limited availability.
 - o Company listing on the Xplor conference website and in the conference guide. Vendor Forum Participant recognition at opening general session. Final changes to company logo and description due by **February 15, 2018**.
 - o One ten-minute *Solution Snapshot* session. Limited availability and unavailable when full.
 - o One conference bag insert (one page flyer or Xplor approved giveaway). Due to arrive at Xplor's office by **March 16, 2018**.
 - o Registration list provided to the Vendor Forum Participant's sales or marketing contact no later than **ten business days after the conference**. The use of this information is for internal use only and is not to be sold or distributed outside the Vendor Forum Participant's company.
3. **Included Items.** Vendor Forum Participant shall be responsible for any additional services or products contracted, not listed in section 2, with the Conference Facility or other contractors, which includes, but is not limited to, additional electrical or internet services. Vendor Forum Participant must use drayage company to receive their freight. The Conference Facility has limited storage space and cannot handle exhibitors freight/shipments. An Exhibitor Services and Information Kit will be distributed to assist the Vendor Forum Participant in ordering additional services or products.
4. **Vendor Forum Participant Attendees.** The Vendor Forum Participant agrees to make their employee's hotel reservations and complete conference registrations by **March 16, 2018** or immediately if signed after that date.
5. **Vendor Forum.** Xplor, in the event of conflicts regarding space, events or conditions beyond its control, reserves the right to rearrange floor plans. Xplor will notify Vendor Forum Participant of such changes, accompanied by a floor plan illustrating the new location. This is with the understanding that if Vendor Forum Participant does not agree with such relocation and does not participate, all payments made by Vendor Forum Participant for exhibit space are subject to cancellation terms. Xplor reserves the right to refuse to provide exhibit space to anyone if, in the sole judgment of Xplor, it determines that the presence of the proposed Vendor Forum Participant could be detrimental to the purposes of Xplor or the conference.
6. **Vendor Forum Participant Cancellation.** All cancellations must be made in writing to Xplor International, 24156 State Road 54, Suite 4, Lutz, FL 33559. A fifty percent refund will be provided on and prior to **October 15, 2017**. No refunds will be made after October 15, 2017.
7. **Vendor Forum Participant Activities.** Except with Xplor's written approval, Vendor Forum Participant agrees not to schedule or conduct any outside activity including, but not limited to, receptions, seminars, symposiums and hospitality suites, either at the Event site or any offsite venue, during hours that conflict with scheduled Event activities.
8. **Contractor Services.** Xplor has selected certain firms to serve as official contractors to provide services to Vendor Forum Participants. Contractors and third-party vendors act solely as independent contractors, and Xplor is not responsible for their performance, acts or omissions.
9. **Indemnification by Vendor Forum Participant.** Vendor Forum Participant shall protect, indemnify, defend, save and hold harmless the Conference Facility, its employees and agents, Xplor, its employees, agents, officers, Chairpersons, members of its Board of Directors and general members, and their respective successors and assigns, against and in respect of: (a) any and all claims, losses, damages, and deficiencies arising out of or resulting from participant or its employees' or agents' installation, removal, maintenance, occupancy or use of the Event premises or part thereof; and (b) any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs, and expenses, including reasonable attorney's fees, incident to any of the foregoing or such indemnification. The foregoing indemnifications shall survive the completion of the Event.

Vendor Forum Participant (Initials): _____

Terms and Conditions for Participation in Event

- 10. Insurance.** By signing this agreement Vendor Forum Participant acknowledges that they carry commercial general liability insurance, at their own expense, including: premises/operations hazard, broad form contractual and personal injury, with limits of liability of not less than \$1,000,000 combined single limits for bodily injury and property damage and \$2,000,000 aggregate. Vendor Forum Participant shall also maintain workers' compensation insurance as required by law. Vendor Forum Participant acknowledges that Xplor does not maintain insurance covering Vendor Forum Participant's property and that it is the sole responsibility of the Vendor Forum Participant to obtain insurance, covering losses by Vendor Forum Participant.
- 11. Limitation of Liability.** Vendor Forum Participant waives all claims of every kind against Xplor, its representatives, employees, agents, officers, members of its Board of Directors or general members, the Conference Facility or its representatives or employees, including without limitation all claims for damages, injury, loss or destruction that may occur to Vendor Forum Participant, Vendor Forum Participant's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by this Agreement. The parties hereto acknowledge that the nature of the event makes it reasonable that each Vendor Forum Participant shall assume the risk of any such injury, loss or damage, and Vendor Forum Participant assumes such risk and expressly releases the organizations and individuals referred to above from any and all claims for such loss, or damage, or injury. Vendor Forum Participant agrees to indemnify and save Xplor and those described above harmless from all claims, including expenses, damages, costs and attorney's fees by Vendor Forum Participant, Vendor Forum Participant's agents, employees, contractor or by any other person, arising out of any act or omission in any way related to Vendor Forum Participant's participation in the Event, negligent or not. In case the site of the Event is damaged or destroyed by fire or the elements – or by any other case – or in the case of government intervention or regulation, military activity, labor difficulties or strikes, civil commotion, terrorism or any other circumstances which, in the opinion of Xplor, makes it impossible or inadvisable for Xplor to hold the Event at the time and place herein provided, then and thereupon this Agreement shall terminate and Vendor Forum Participant shall and does hereby waive any claim for damages for space. In such case, Xplor will refund Vendor Forum Participant on a pro-rated basis the fee paid to Xplor, less any and all expense incurred by Xplor, including but not limited to rent, advertising, salaries and operating costs.
- 12. Security.** Vendor Forum Participant has sole responsibility for any loss of its equipment or proprietary information or any other loss including any subrogation claims by its insurer. Persons visiting, viewing or otherwise participating in Vendor Forum Participant's booth are deemed invitees or licensees of Vendor Forum Participant and not of Xplor. The determination by Xplor whether to furnish security or not shall not be deemed to increase the liability of Xplor, its representatives and employees, its official service contractors or the Conference Facility, its representatives and employees, or to modify in any way the assumption of risk and release provided for above. Vendor Forum Participant shall take precautionary measures of its own.
- 13. Internet and Network Connectivity.** The Conference Facility requires that all devices directly or indirectly accessing the Conference Facility's network have the latest virus scan software, Windows security updates, system patches, and any other technological precautions necessary to protect yourself and others from viruses, malicious programs and other disruptive applications. Any device, which adversely impacts the Conference Facility's network, will be disconnected from the network with or without prior notice at the Conference Facility's discretion. The device(s) in question will remain disconnected from the network until all issues are adequately resolved. Additional charges may apply for trouble diagnosis and/or problem resolution. Any additional equipment found installed (such as wireless AP, routers, hubs/switches, computers) are subject to additional charges payable upon departure from Conference Facility.
- 14. General.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under such law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall in such event continue to be binding and in full force and effect. This Agreement, which includes the Application and Agreement for Space, the "Terms and Conditions for Participation in Event", both of which are incorporated herein, contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications between the parties dealing with such subject matter, whether oral or written. Xplor may amend or add to the Agreement from time to time in the best interests of the Event upon written notice to Vendor Forum Participant. Vendor Forum Participant agrees to accept notice of additions or amendments and to consider them as part of this Agreement. These include items on Xplor's website, marketing updates, floor plan changes, and any and all other written advisements that will be sent to the Vendor Forum Participant and incorporated into this Agreement.

Vendor Forum Participant (Initials): _____