



MULTI-FAMILY LEADERSHIP INVITATION AGREEMENT

By signing below you confirm the agreement (the "Agreement") between Vendor Connex, a Minnesota limited liability company ("Vendor Connex") and the registrant & related company attending _____, (the "Multi-family Management Leader") (Vendor Connex and the Multi-family Leadership Invitee hereinafter referred to individually as "Party" and collectively as the "Parties") regarding that certain event that is further detailed hereunder (the "Event").

Event Dates: March 21st – March 24th, 2024

Vendor Connex is an exclusive hosted-leadership event aimed at providing a destination experience that is interactive and social, connecting the Multi-housing Leadership Community with a condensed, invitation only set of products and service leaders whom are focused on being long-term resources to the industry. Vendor Connex events are intentionally social in nature, allowing for professional engagement, the exchanging of ideas, and the development of each other through the discussion of current industry issues, and the exchange of creative solutions directly related to all attendees and the companies they serve. The focus is to bring leaders within the MN Multi-Family Housing industry closer, and intentionally creating long-term relationships. Dedicated one on one conversations, group round-table discussion, social engagement, and the activities and the amenities of the destination and resort are all to be expected. This is NOT a Tradeshow, NOT a Convention, and NO Sales Presentations. Relationships, and Leadership Development is the agenda, and plenty of time built in to keep connected to things at home or just enjoy your personal time independently exploring the resort or what the destination has to offer.

Each registration will include; a one room stay at the selected Vendor Connex Leadership Resort location, round trip airfare for one Vendor Leader Attendee, participation in ALL hosted evening socials, along with participation in one of the selected group activities of choice for fun and provide more ability to create meaningful relationships.

All lodging, social events, breakfast Friday and Saturday, afternoon breakout sessions, and event activities for Multi-family Leadership Invitees are included in registration. **In exchange for the invitation to attend the exclusive Vendor Connex destination Event, Multi-family Management Leader Invitees are required to participate in one on one conversations with Vendor Leaders , lasting up to thirty minutes each. Dedicated meeting sessions are prescheduled for dates during mid-morning to early afternoon at the resort each day, leaving plenty of time in the afternoons and to prepare for evening social events, and enjoy dinner/nightlife with other Vendor Leader attendees.**

One on one conversation schedule will be published one week prior to event.

As a commitment to the Event, and the Vendor Leaders supporting the Event, Multi-family Management Invitees will be charged the cost of their airfare, through the Vendor Connex dedicated travel agent, providing a credit card to serve as a commitment fee for the Event. This amount will be applied to the cost of the airfare to the Event. Upon confirmed attendance to each of the one on one conversations requested at the event, the Multi-family Management Invitee will be CREDITED BACK the cost of their airfare, up to Six Hundred Fifty and 00/100 Dollars (\$650.00). Airfare Credit back, will be issued in the form of a check, and will be mailed to the Multi-family Management Attendee within Thirty (30) days following the final day of the Event.

TERMS

Multi-family Management Invitees should arrive for the event prior to the Vendor Connex Welcome Social Event, and stay for the duration of the event.

Invitees who wish to have additional attendees or guest, have the option to do so at an additional cost (See Event Pricing for further details below).

All Multi-family Management Leadership Invitees and additional Invitee guests (if applicable) will be contacted by the Vendor Connex travel agent to book airfare, secure lodging accommodations, and register for their activity of choice once Invitee Agreement registration is complete and executed.

NOTE: In the event the Multi-family Management Leader Invitee chooses NOT to participate in the scheduled one on one, Vendor Leader conversations, and pre-planned hosted social events, the Multi-family Management Leader Invitee will forfeit their Airfare Credit and be responsible for all expenses of the trip. These expenses include, but are not limited to, airfare, lodging and scheduled entertainment activities of events.

Participating Multi-family Management Companies agree to provide a jpeg. copy of their logo if requested and allow Vendor Connex use of their company logo, solely for registration, and Vendor Connex Attendee marketing purposes specific to this event.

REGISTRATION: Registration forms are only complete when clicking Submit generates a confirmation email. Without a confirmation email, the registration is not complete. Contact Vendor Connex if you encounter registration problems or if you do not get the confirmation email.

PROOF OF IDENTITY: Valid government-issued identification is required for domestic travel. To see acceptable forms of identification, visit the Transportation Security Administration's Security Screening pages.

NAME CHANGES OR CORRECTIONS: The full legal name for each guest, as shown on their valid identification, must be used during registration. If a name correction is required after airline tickets have been issued, travelers requiring the change will be charged the airline's cost of the name change plus a \$50 service fee per ticket changed. Change fees vary by airline and are sometimes prohibited. If changes are not allowed, a new ticket at the traveler's expense will be required to make corrections.

REMARKS: While no revisions of the itinerary or its features are anticipated, Vendor Connex and Travel One, Inc., nevertheless, with notice to the traveler, reserve the right to change the itinerary, class of service, and the method of transportation, to the extent that such services and accommodations offered cannot be supplied due to delay or other causes beyond the control of Vendor Connex or Travel One, Inc. and further reserve the right to withdraw the trip prior to the date of departure. Further, Vendor Connex and Travel One, Inc. reserve the right to decline to accept or retain any participant (and the other members of his or her party) should such person's health or deportment impede the operation of the trip or enjoyment of any other participant. In such case, no refund will be made for unused tour services should such person (and party) be required to depart the trip. Vendor Connex and Travel One, Inc. reserve the right to make changes that might become necessary or that are in the best interests of the tour members. No refunds will be made for any unused portion of the trip.

Neither of the Parties shall be in breach of this Agreement because of an unforeseen circumstance that makes the execution of the Agreement impossible, unduly restrictive, or frustrates the purpose of the Agreement. Unforeseen circumstances

include, but are not limited to, the following: Acts of God, pandemic, widespread sickness, fire, storm, explosion, government restrictions, war, terrorist acts, civil commotion, strike, insurrection, embargo, energy crisis, or any other reason unforeseen and beyond the control of the parties. The Party who is disabled by such an occurrence shall give notice in writing to the other Party as soon as practicable, but in no case later than 14 days, after such an occurrence. In the event that a force majeure event makes compliance with this Agreement impossible, unduly restrictive, or frustrates the purpose of the Agreement, and notice is received within 14 days, all payments will be returned to the payer.

LIMITATION OF LIABILITY. IN NO EVENT SHALL VENDOR CONNEX OR TRAVEL ONE BE LIABLE UNDER THIS AGREEMENT TO THE BUYER INVITEE OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. VENDOR CONNEX'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF THE FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT. This section shall survive the termination of the Agreement.

RESPONSIBILITY: Vendor Connex and Travel One, Inc. shall not be responsible for breach of contract or any intentional or careless actions or omissions on the part of third-party suppliers, which result in any loss, damage, delay or injury to you or your travel companions or group members. Vendor Connex and Travel One, Inc. have no special knowledge about the suitability for disabled persons of any portion of any tour, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For medical information, visit the Centers for Disease Control and Prevention at www.cdc.gov. I suggest adding "Vendor Connex" here, but it is not necessary.

SUPPLIER DEFAULT/BANKRUPTCY: If a supplier declares bankruptcy, cancels, or postpones service or otherwise fails to provide or perform the services purchased, it is the supplier, and not Vendor Connex or Travel One, Inc., that is legally responsible to you. Refunds or reparations must come directly from the supplier or the bankruptcy court. Vendor Connex and Travel One, Inc. will do what we reasonably can to assist. ARC/IATA carriers used in connection with tours/packages are not to be held liable for any act, omission, or event during the time the passengers are not on board their aircraft or conveyances. The passenger contract in use by the airlines concerned when issued shall constitute the sole contract between the carrier and the passenger of airline tickets or tour/packages.

Hold Harmless. To the fullest extent permitted by law the Buyer Invitee shall indemnify, defend, and hold harmless Vendor Connex, its elected officials, officers, employees, agents, consultants, members, managers, and employees, from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the event, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, to injury to or destruction of tangible or intangible property, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Buyer Invitee, a subcontractor of Buyer Invitee, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a Party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a Party indemnified hereunder, the indemnification by the Buyer Invitee shall be prorated based on the extent of the liability of the Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a Party or person described in this Paragraph. Nothing herein shall be construed to be a waiver of sovereign immunity by Vendor Connex.

Non-solicitation Obligations. Buyer Invitee understands and agrees that the relationship between Vendor Connex and each of its vendors constitutes a valuable asset of the Vendor Connex and may not be converted to Buyer Invitee's own use. Buyer Invitee hereby agrees that, during the course of the event referred to herein and for a period of one (1) year following the event, the Buyer Invitees shall not, directly or indirectly, on Buyer Invitee's own behalf or as a principal or representative of any other person, solicit, divert, take away, or attempt to solicit, divert, take away or induce, or cause a severance or discontinuation of participation in future events, any existing or prospective vendor of any member of Vendor Connex to reduce, terminate or otherwise negatively alter its relationship with any member of the Vendor Connex.

The Parties agree that a breach of this section may give rise to irreparable harm to the injured Party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, each Party has the right to seek equitable and injunctive relief, as well as the right to seek appropriate monetary damages.

Governing Law and Venue: This Agreement will be governed by and interpreted in accordance with the laws of Minnesota, without giving effect to the principles of conflicts of law of such state. The Parties hereto agree that any action arising out of this Agreement will be brought solely under the relevant state or federal court located in Hennepin County, Minnesota. The Parties hereto submit to the jurisdiction and venue of any such court. THE PARTIES HERETO FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

Miscellaneous: Neither Party hereto may assign this Agreement without the written consent of the other. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party hereto to enforce any clause of this Agreement shall not be construed as a waiver or modification of such clause, or impairment of its right to enforce such clause thereafter. This Agreement, including the attachments hereto, is the entire agreement between the Parties hereto with respect to its subject matter and supersedes any prior agreement or communications between the Parties, whether written or oral relating hereto. No representation, inducement, or promise has been made or relied upon by either Party hereto, unless expressly set forth in this Agreement. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties hereto.

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without the necessity of production of the others.

Dispute Resolution and Legal Fees: In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

Severability: In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

Legal and Binding Agreement: This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding. The Parties each represent that they have the authority to enter into this Agreement.

Entire Agreement: The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.



2024 Austin, TX Vendor Connex Leadership Event – Multi-family Management Leader Invitee & Guest Pricing

- Multi-family Management Leader Registration Fee for One (1) Leadership Invitee: **\$0.00**
Airfare Commitment Fee Required To Register – Fee is Credited back with completion of Invitee’s attendance requirements.

Registration Includes:

- Airfare after attendance credit.
- Ground transportation to and from the airport and the resort.
- 3 Nights Stay at the Vendor Connex Event – Fairmont, Austin, TX.
- Attendance to both hosted welcome reception and Friday social event.
- Breakfast served both Friday and Saturday.
- Early Afternoon Breakout Socials Friday and Saturday.
- Choice of one socially engaging activities with both Vendor Leaders and other Multi-family Management Leaders furthering personal relationships.

- Additional Buyer Invitee Guest (**Staying in the Same Room**): **\$0 + Cost of Airfare**

Registration Includes:

- Ground transportation to and from the airport and the resort
- 3 Nights Stay at the Vendor Connex Event - Royal Palm South Beach Miami Resort
- Attendance to both hosted welcome reception and Friday social event
- Brunch served both Friday and Saturday
- Choice 1 of 3 socially engaging activities with both vendor and Buyer Invitees furthering personal relationships.

- Additional Multi-family Management Leaders within the same organization maybe invited. Additional Invitee must have decision making authority within their organization to qualify, and must be pre-approved by Vendor Connex. Email request for approval to: Dan@VendorConnex.com

