



## VENDOR LEADER ATTENDEE AGREEMENT

By selecting below you confirm the agreement (the “Agreement”) between Vendor Connex, Minnesota Corporation (“Vendor Connex”) and the Company & Registrant attending -

\_\_\_\_\_ (the “Attendee”) (Vendor Connex and the Attendee hereinafter referred to as the “Parties”) regarding that certain event on \_\_\_\_\_ that is further detailed hereunder (the “Event”).

Event Dates: \_\_\_\_\_

Event Location: \_\_\_\_\_

Vendor Connex is an exclusive hosted leadership event aimed at providing a destination experience that is interactive and social, connecting vendor leaders with multi-family leaders, owners, operators, and decision makers alike, within the industry. Vendor Connex events are intentionally catered toward the multi housing “leadership community” to attract industry professionals who have decision making authority within their respective organizations. Registered Vendor Leaders, will have the opportunity to engage in thirty (30) minute one on one conversations, with selected multi-family “Management Leaders” attending the hosted event. Given the intentional social nature of each event, additional engagement between vendor and multi-family leaders will be gained through multiple hosted social events and activities during their stay at the selected resort. Beyond the dedicated one on one time, interactive conversation time at hosted breakfasts and breakout sessions is built in both Friday and Saturday of the event where creative thought, discussion, and relationship development can continue. Each registered Vendor Company 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, and participation in one of the selected group activity of choice to engage in fun and provide the ability to create meaningful relationships. Plenty of time is built in to enjoy what \_\_\_\_\_ has to offer, with more opportunities to personally invite multi-family leader attendees to dinner or join in the \_\_\_\_\_ nightlife.

**(Additional Charges Will Apply For Each Additional Vendor Leader Attending – Limited to (3) representatives per Vendor Company - see additional pricing details defined.)**

**Vendor Connex Leadership Events are held to limited participation intentionally, for the reason of creating personal and meaningful relationships with industry leaders. Total event group size will be held to no more than 30 participants. (No more than 2 Vendor Leader Companies, Per Product / Service Category are accepted) – Once filled no other attendees for that category will be accepted.**

**All attendee, airfare, ground transportation, lodging, social events, breakfasts, breakout sessions, and activity for the event are included in vendor registration.**

## TERMS

Attendees should arrive at the event destination prior to the Vendor Connex Welcome Social Event in the information provided. Each Vendor Company will have the opportunity to meet with EVERY multi-family leader attendee, barring unforeseen conflicts expressed. Dedicated One on One Conversations are 30 minutes in length and take place over 2 days. One on One conversations will be scheduled mid-morning of both Friday and Saturday of the event and wrap up by or before 1pm in the afternoon, for personal time or social interaction in small groups.

Participating Multi-family management companies will be posted as registrations come in on the Vendor Connex website ([www.VendorConnex.com](http://www.VendorConnex.com)). Individual names of those attending as multi-family management leaders will NOT be disclosed until the week of the scheduled event. All attendees (both companies and multi-family leaders) are subject to change. Vendor Connex will not be held responsible for cancelations and/or absences due to any unforeseen circumstances.

Multi-family management leaders are held accountable to engage in the scheduled one on one conversations in exchange for their registration, travel, and accommodations at Vendor Connex Leadership Events.

Participating Vendor Leader Attendees are required to provide a business summary of their company products and/or services for their featured Vendor Category, and a brief bio of each Vendor Leader Attendee to give multi-family leaders of the event. All Vendor Leader Attendee summaries will be bound prior to the event and information needs to be received by Vendor Connex by: \_\_\_\_\_

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

Vendor Attendee and additional attendees will be contacted by a Vendor Connex agent to book travel, lodging, and their selected group activity once an executed Vendor Attendee Agreement and registration payment is received in full.

The Attendee agrees to hold all proprietary information regarding current and future Event planning, content, or trade secrets in confidence.

Refund policy: Cancellation of registration between contract signing and 61 days of the event will result in forfeiture of 80% of total registration costs. If cancellation occurs within 60 days of the event, all fees are non-refundable.

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 party 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 BE LIABLE UNDER THIS AGREEMENT TO THE ATTENDEE 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](http://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 Attendee 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 Attendee, a subcontractor of Attendee, 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 Attendee 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.** Attendee 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 Attendee’s own use. Attendee hereby agrees that, during the course of the event referred to herein and for a period of one (1) year following the event, the Attendee shall not, directly or indirectly, on Attendee’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.



## Autin, TX Leadership Event Pricing

Check all that apply & complete total at bottom.

**Note:** Vendor Connex Events are held to limited participation intentionally, for the reason of creating personal and meaningful relationships with industry leaders. NO MORE 12 VENDOR LEADERSHIP COMPANIES ARE ACCEPTED FOR EACH EVENT. ADDITIONALLY (No more than 2 Vendor Leaders Companies Per Product / Service Category are accepted) – Once filled no other attendees for that category will be accepted.

**ALL VENDOR airfare, ground transportation, lodging, social events, breakfasts, breakout sessions, and activity for the event are included in vendor registration..**

Vendor Registration Fee for One (1) Attendee: **\$8,000**

Registration **Includes:**

- **Airfare** – All airfare accommodations are booked using Delta, American, Continental, or United airlines and/or any of their affiliated partners.
- **3 Nights Stay** at the Vendor Connex Event – Luxury Fairmont Hotel & Resort, Austin, TX.
- **Ground transportation** to and from the resort.
- Dedicated, **thirty (30) minute one on one conversations**, with selected multi-family “Management Leaders” attending the hosted event.
- Attendance to both the **Welcome Reception** and **Friday Social** Event.
- **Breakfast** served both Friday and Saturday.
- **Choice of group activities** selected to engage in fun and provide the ability to further engage with multi-family leadership attendees.
- Optional Sponsorship Opportunities to create further impact and set your company apart from the event vendor attendees.

Additional Vendor Attendee – **(Separate Individual Room): \$5,500 per additional attendee**

Max of two (2) additional attendees per Vendor Companies

Registration Includes:

- **Airfare** – All airfare accommodations are booked using Delta, American, Continental, or United airlines and/or any of their affiliated partners.

- **3 Nights Stay** at the Vendor Connex Event – Luxury Fairmont Hotel & Resort, Austin, TX.
- **Ground transportation** to and from the resort.
- Dedicated, **thirty (30) minute one on one conversations**, with selected multi-family “Management Leaders” attending the hosted event.
- Attendance to both the **Welcome Reception** and **Friday Social** Event.
- **Breakfast** included both Friday and Saturday.
- **Choice of group activities** selected to engage in fun and provide the ability to further engage with multi-family leadership attendees.