

# Commercial Real Estate Expo

## TERMS & CONDITIONS

The following Terms and Conditions govern this agreement ("Agreement") between the Arcadia Association of REALTORS® ("AAR") and the Exhibitor.

1. **Acceptance.** Acceptance of this Agreement by AAR is effective when Exhibitor receives a returned copy signed by an authorized representative of AAR. AAR reserves the absolute right to decline or reject any proposed Agreement or request for booth space for any reason whatsoever.

2. **Exhibit Location, Dates, and Times.** The Expo will be located at the Pasadena Hilton Hotel, 168 S Los Robles Avenue, Pasadena, CA 91101. The date and time of the Expo is:

**Tuesday, October 16, 2018: 8:30am to 10:00am (Set -Up)**  
**Tuesday, October 16, 2018: 11am to 4pm (Commercial Real Estate Expo)**  
**Tuesday, October 16, 2018: 11am to 4pm (Educational Breakout Sessions)**  
**Tuesday, October 16, 2018: 4pm to 6pm (Networking and Reception Event)**  
**Tuesday, October 16, 2018: 4pm to 6pm (Exhibitor Booth Tear-Down)**

While AAR will use reasonable efforts to maintain the location, dates, times, and floor plans of the Commercial Real Estate Expo, AAR reserves the right to change any of these at any time and for any reason whatsoever, without liability.

3. **Set Up/Tear-Down.** All Exhibitors and/or their outside contractor must check in with an AAR official representative at the front Exhibit Hall Registration/Check-In Table to obtain their Exhibitor packet and complete set up of their display area no later than 10:00 AM on Tuesday, October 16, 2018. If Exhibitor fails to check-in as required herein, Exhibitor's display space will be forfeited, available for resale, and booth fees paid nonrefundable. If Exhibitor is unable to complete set-up as required herein, AAR may require dismantling. Final tear-down of all displays must be completed by 6pm on Tuesday, October 16, 2018.

4. **Unclaimed Property.** Any property remaining at the Commercial Real Estate Expo after October 16, 2018 may be removed by the AAR. Exhibitors shall be responsible for all costs to remove and store such property. If such property is not claimed within five (5) calendar days of event, the AAR will have the right to sell such property in any manner and apply the sales proceeds to costs incurred in removing and storing the property. The AAR shall not be liable for any casualty, theft, damage, or other loss that may occur to such property during removal, storage, sale, or otherwise.

5. **Staffing of Exhibits.** Exhibit areas must be staffed at all times during show hours and NO Exhibitor will be permitted to pack, remove, or otherwise dismantle their booth prior to the close of the show at 4pm. Any exhibitor breaching this provision may be denied exhibit space at any future AAR Commercial Real Estate Expo.

6. **Display Prices.** Please see "Exhibitor Level Information Sheet".

7. **Table Display Furnishings and Restrictions.** The basic table exhibit area is a uniform style exhibit area. Included in your sponsorship is (1). 6' x 2.5' long table, draped. (2). Cardstock Company Name Placard Sign. (3). Your company name listed in the official event program and (4). Exposure on the AAR Commercial Real Estate Expo website. You must provide AAR with your company logo no later than October 2, 2018 in order to be included on the official event program. Please email all logos to: Stephanie Maertens at Stephanie@TheAAR.com. Exhibit displays must not project so as to obstruct the view of the adjacent booths. In the rear 3' of the booth materials or equipment may be placed to a height not exceeding 8'. In the remainder of the booth, all display material or equipment shall not exceed 43" in height.

8. **Exhibitor Badges.** All representatives must be registered with AAR and wear Exhibitor badges at all times during the Expo. Exhibitor badges are available at the Exhibitor Check-In table starting at 8:30am on Tuesday, October 16, 2018.

9. **Exhibitor Attendance During Non-Show Hours.** Exhibitor representatives will not be permitted to enter the Expo area earlier than 2.5 hours prior to the scheduled opening time for the Commercial Real Estate Expo.

10. **Booth/Exhibit Area Assignments.** Booth/Exhibit area is generally assigned on a "first-come first-served" basis for Agreements that are complete and paid in full. AAR reserves the absolute right to assign or change any booth assignment for any reason whatsoever.

11. **Use of Booth/Exhibit Area.** Exhibitor may not sublet, assign, or apportion all or any part of their booth space nor purchase multiple booth spaces for the purpose of subletting or assigning such booth space to third parties. Exhibitor is not permitted to allow representatives from non-exhibiting companies/firms or divisions, subsidiaries or related entities of or within said companies/firms, to occupy its booth/display space, regardless of any affiliation that such representative may have with Exhibitor, without the prior written approval of AAR. Each and every exhibiting company/firm, or division, subsidiary or related entity of or within said company/firm, must have a signed Agreement for booth/display space and must have paid in full.

12. **Shipping Instruction.** None. We do not provide storage for incoming freight, delivery to booth, removal, storage and return of empty crates, and removal and shipment of outbound freight. We do not advise shipping.

13. **Articles of Exhibit.** Only those goods or services identified in the Agreement may be advertised, marketed, distributed, or sold by Exhibitor. Right to Eject Exhibits. Exhibitor understands and agrees that their attendance and participation at the Commercial Real Estate Expo must comply with all provisions of this Agreement. If AAR determines Exhibitor is in breach of this Agreement, AAR may terminate this Agreement and eject the Exhibitor from the Commercial Real Estate Expo without a refund or liability to AAR. In the event Exhibitor is ejected from the Commercial Real

Estate Expo, AAR may resell Exhibitor's area and retain all fees received.

14. **Audio, Visual and Sound Effects.** Exhibitor may not operate audio, visual and sound effect devices, or any attention getting devices at the Commercial Real Estate Expo without prior written approval from AAR. If approval is granted, such devices must be operated in a manner that does not annoy or disturb other exhibitors. Filming, videotaping, broadcasting and other activities not considered by AAR to be normal booth activities must also have prior written approval by AAR.

15. **Decorations:** AAR reserves the right to approve and determine final placement, arrangement, and appearance of all exhibit decorations. AAR is not responsible for any costs incurred by Exhibitor that may result from the compliance with AAR's directives under this provision. Balloons are prohibited.

16. **Food.** No service of food or food items will be allowed. Giveaways, are permitted. No serving of beverages allowed.

17. **Exhibitor Property.** The AAR shall not be liable for loss or damage to any Exhibitor property in transit to or from the exhibit building. All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in transit to and from, and within the confines of the exhibit hall.

18. **Damage to Exhibitor Area.** Exhibitor shall be responsible for all damage to the exhibit area/building that is caused from Exhibitor's booth display or the acts and omissions of its representatives, agents, or contractors.

19. **Cancellation by AAR.** AAR may cancel this Agreement without liability if, for reasons beyond the control of the AAR, the AAR is unable to comply with the terms of this Agreement or hold the Commercial Real Estate Expo as scheduled. In the event AAR cancels, Exhibitor shall be entitled to a refund of all booth space fees paid, less the expenses incurred by AAR up to the date of cancellation that are allocable to Exhibitor after prorating such expenses among all Exhibitors.

20. **Outstanding Debts.** All outstanding debts owed to AAR must be paid prior to participation in the Commercial Real Estate Expo. If such debts remain unpaid at the time of the Commercial Real Estate Expo, AAR reserves the right to exclude Exhibitor from the Expo without liability. Failure of the AAR to exercise rights under this clause will not waive AAR's right to full collection.

21. **Insurance.** For the Commercial Real Estate Expo, Exhibitor shall obtain and maintain comprehensive general liability insurance at Exhibitor's discretion. Exhibitor understands and agrees that neither AAR nor the hotel maintains insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain sufficient insurance coverage for such property.

22. **Compliance with All Applicable Rules and Laws.** In addition to the provisions of the Agreement, Exhibitor agrees to abide by all applicable rules, regulations, and state and local laws that may be applicable, including rules of the race track and fire and safety regulations.

23. **Severability.** If any provision or provisions of this contract are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. **Choice of Law.** This Agreement will be construed under the laws of the State of California.

25. **Incorporation of Exhibitor Agreement and Sponsorship Information.** All policies, rules and regulations contained in the Exhibitor Application & Agreement and Sponsorship Information Sheet provided by AAR are hereby incorporated by reference and made a part of this Agreement.

26. **Americans with Disabilities Act.** Exhibitor warrants that its planned exhibit design and use of booth/display space at the Commercial Real Estate Expo will be in compliance with the American with Disabilities Act ("ADA") and hereby accepts full responsibility for compliance with the ADA. Furthermore, Exhibitor will notify the AAR in writing of any disabled person(s) affiliated with Exhibitor who may be attending Commercial Real Estate Expo and any special needs of such person. Such notice shall be given as soon as Exhibitor learns such persons(s) will be attending the Commercial Real Estate Expo.

27. **Indemnification; Limitation of Liability.** Exhibitor assumes full responsibility for the acts, omissions, and conduct of its representatives, agents and contractors and agrees to indemnify, hold harmless, and defend AAR, its officers and directors, employees, and agents from and against any and all claims, losses, damages, governmental fines or penalties, and costs of expenses (including court costs, interest, and attorney fees) of any kind whatsoever arising from such acts, omissions, and conduct except to the extent that such claims, losses, and damages are the direct result of AAR's gross negligence or intentional acts. In any event, AAR's liability to Exhibitor under this Agreement shall be limited to and not exceed the amount of booth fees paid by Exhibitor.

**Exhibitor understands and agrees to abide by the Terms and Conditions.**

Exhibitor Signature Required