

**CONTRACT FOR EXHIBITOR:** \_\_\_\_\_

**Contract No.** \_\_\_\_\_  
(For ASIS use only)

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with ASIS International (hereinafter called "ASIS") for the ASIS Diamond Club – Security Buyers Forum. This contract is subject only to the acceptance by counter signature of ASIS and to such additional terms and conditions, which constitute a part of, or are included in, this contract. Reservation of Exhibitor by ASIS on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon ASIS.

**TERMS FOR CONTRACTUAL OBLIGATIONS:**

**A. PAYMENT TERMS AND COSTS ARE:** Exhibitor Package cost is \$15,000.00. Payment can be made in two installments: fifty percent (50%) must accompany the contract, with the final installment of fifty percent (50%) paid by May 1, 2014. These payments are non-refundable and failure to make payments does not release the contractual or financial obligation on the part of the Exhibitor. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable," to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor. Please make checks payable to ASIS International and return original signed contract with payment to:

**ASIS International**  
P.O. Box 17673  
Baltimore, MD 21297-1673

A copy of this contract will be returned to you upon acceptance.

**B. PRODUCTS OR SERVICES OFFERED:** \_\_\_\_\_  
(7 words or less—category listing)

**C. EXHIBITOR PACKAGE:** \$ \_\_\_\_\_  
ADDITIONAL Exhibitor(s): \_\_\_\_\_ \$ \_\_\_\_\_  
TOTAL COST: \$ \_\_\_\_\_

**D. ACCEPTANCE AS BINDING CONTRACT:**  
Company/Organization \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Name (please print) \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**E. INVOICES SHOULD BE SENT TO:**  
Name \_\_\_\_\_  
Mailing Address (if different) \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_

Signature by Authorized Representative Date \_\_\_\_\_

**F. PROGRAM UPDATES SHOULD BE SENT TO:**  
Name \_\_\_\_\_  
Mailing Address (if different) \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor.

For Use by ASIS International \_\_\_\_\_ Total Amount \$ \_\_\_\_\_

Acceptance for ASIS International \_\_\_\_\_ Date \_\_\_\_\_ A/E Code \_\_\_\_\_

**CANCELLATION:** The Exhibitor specifically recognizes and agrees that ASIS will sustain losses in the event the Exhibitor cancels. In the event the Exhibitor cancels, the Exhibitor must do so in writing by verified mail (to ASIS International, 1625 Prince St., Alexandria, VA 22314), and will be obligated to pay liquidated damages. Payments and deposits are non-refundable, in the event of cancellation.

**EVENT HOURS:**

Hours, subject to change, are as follows:

Wednesday, July 16, 2014..... 4:00 pm - 9:30 pm  
Thursday, July 17, 2014 ..... 7:00 am - 9:30 pm  
Friday, July 18, 2014 ..... 7:30 am - 5:30 pm

**RULES AND REGULATIONS:** Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Event as issued or amended by ASIS are hereby made an integral part of the Contract and of the agreement between Applicant and ASIS to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

**ADMISSIONS:** All persons visiting the Event will be admitted according to the rules and regulations of the Event as issued or amended by the authorized representative of ASIS. No one under 18 will be permitted.

**EXHIBITOR PACKAGE:** Participation at the ASIS Diamond Club – Security Buyers Forum includes the following:

- Two (2) 20-minute boardroom presentations in front of a select number of security executives
- Ten (10) 15-minute pre-scheduled one-on-one appointments with security executives
- Two guest rooms for two nights for your two company/Exhibitor representatives
- Participation for your two staff in all networking activities, meals, and events
- Standard audio visual for boardroom presentations (screen, LCD projector, laptop)
- Ground transportation to and from the airport and hotel
- The opportunity to invite two (2) ‘qualified’ clients or prospective clients to be hosted as delegates
- An insert in the Diamond Club Security Buyers Forum bag (based on Exhibitor)
- Post-event – complete attendee list for your use after the event

**ASSUMPTION OF RISK; WAIVER OF LIABILITY: (a)** The exhibitor agrees that it assumes the risk of damage to, loss or destruction of its property and expressly waives and releases any claims against ASIS and covenants not to sue ASIS, even if it is alleged that the loss was caused or contributed to by the negligence of ASIS. Exhibitor assumes the risk of attending the event and participating in its activities for itself, its employees, representatives or agents. Exhibitor waives and releases and covenants not to sue ASIS on any such claims and, in the case of any claim or suit brought against ASIS by exhibitor’s employees, agents or representatives, Exhibitor hereby agrees to defend, indemnify and hold harmless ASIS against any and all such suits or claims, even if the harm is alleged to have been caused by the negligence of ASIS. Exhibitor shall also defend, indemnify and hold harmless ASIS from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on the part of the exhibitor or its agents, employees, contractors, guests, licensees or invitees, even if it is alleged that such damage or injury was caused by the negligence of ASIS.

**(b)** The exhibitor will be required to provide a certification of insurance to ASIS. Exhibitor’s duties to defend, indemnify and hold harmless ASIS as herein agreed shall be limited to insurance required herein.

**(c)** ASIS, its agents and employees will not be liable for failure to hold the Event as scheduled. Payments for exhibitor will be returned in that event except that any actual expense incurred in the connection with the Forum will be deducted if the Event is called off because of fire, or any act of God, or the public enemy, or strike, or epidemic, or any law or regulation of public authority or any other act beyond the control of ASIS, which causes ASIS to cancel the event. In no event shall ASIS’s liability to a Exhibitor under the terms of this agreement exceed the contract price of \$15,000.

**SALES AGREEMENT:** Any exhibitor who intends to offer anything for sale shall inform ASIS, upon signing the exhibitor contract, of the products and services that will be offered for sale. ASIS reserves the right to reject a exhibitor contract upon receipt if the products and services that will be offered for sale by a exhibitor are not of a professional nature. ASIS has sole discretion in determining what constitutes undesirable sales and may order an exhibitor to cease such activity on the premises of the event at any time. Exhibitors are expected to conduct all sales in a manner that does not detract from the professional nature of the show. ASIS shall not be responsible for the theft or loss of monies or materials related to any sales. The exhibitor shall be solely responsible for obtaining all licenses and permits required by the city, county, and state and for payment of all taxes and government fees.

**ASSIGNMENT:** Neither party may, nor shall have the power to, assign or transfer this agreement or its rights or obligations hereunder, without the prior written consent of the other party, except that ASIS may, without consent, assign or transfer this agreement or its rights or obligations hereunder to a successor to its business to which the agreement relates.

\_\_\_\_\_  
Signature by Authorized Representative

\_\_\_\_\_  
Date

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor.