

## PARTICIPATION CONTRACT

This Participation Contract (the "Agreement") is made and entered into as of \_\_\_\_\_ (date) between **Connecting Point Marketing Group, a wholly owned subsidiary of Emerald X, LLC ("CPMG")**, with offices at 56 Dow Lane, Rye, NH 03870 ("Connecting Point") and \_\_\_\_\_ ("**Customer**").

This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

- I. **Participation and Eligibility.** Upon execution of this Agreement and payment of the participation fee set forth in Section 2 below, Customer shall be entitled to the private and confidential, preset participation package for **RestaurantPoint West 2023** (the "Event"), to be held May 7-10, 2023 (the "Event Date"), at the JW Marriott Austin, in Austin, Texas (the "Event Site"), entered below.
- a. All packages include the specified number of badges, plus (i) the specified number of Executive Boardroom Presentations or (ii) the theatre-style presentation.
  - b. Connecting Point has the sole right to determine the eligibility of any company or product for inclusion in the Event. As well, Connecting Point reserves the right to refuse registrants from outside of the Customer's organization.
  - c. Connecting Point reserves the right to make adjustments in the scheduling of appointment and presentation times, as necessary.

II. **Fees and Payment Policies.**

Customer agrees to pay \$\_\_\_\_\_ for Presentation Option \_\_\_\_\_ which includes \_\_\_\_\_ (number of) badges and \$\_\_\_\_\_ for Sponsorship Selection \_\_\_\_\_, which includes \_\_\_\_\_ (number of) badges as listed on the Participation Option Sheets for **RestaurantPoint West 2023**.

- a. Twenty-five percent (25%) deposit is due upon receipt of invoice, fifty percent (50%) is due November 1, 2022 and the balance by March 1, 2023. If the contract is executed after March 1, 2023, full payment is due upon receipt of invoice. If full payment is not received by March 1, 2023, no appointments will be scheduled for the Customer until Connecting Point has received this agreement and the payment in full. If full payment is not received by March 1, 2023, the balance due must be paid by wire transfer, ACH payment, credit card, or check mailed via overnight service. If full payment for a package selection has not cleared prior to March 15, 2023, any appointments scheduled for such presentation and/or sponsorship option shall be subject to cancellation by Connecting Point.
- b. If payments are more than thirty (30) days late, Renewal Benefits are forfeited without notice.
- c. DELIVERY OF PAYMENT. Customer must deliver payments made as follows:

If paying by check, please remit to:  
Emerald X, LLC  
Attn: RestaurantPoint West 2023  
32753 Collection Center Drive  
Chicago, IL 60693-0327

If paying by wire, please remit to:  
Emerald X, LLC  
Attn: RestaurantPoint West 2023  
2701 Harbor Boulevard  
Costa Mesa, CA 92626  
Account #: 1453616843  
ACH Routing: 122000661  
Wire Routing: 026009593  
Swift Code: BOFAUS3N

**Please note – all credit card payments are subject to a non-refundable 2.5% fee.** Connecting Point reserves the right to collect the fee either with such payment, by automatically charging your credit card on file if not collected with the payment made by card, or by separate invoice.

\_\_\_\_ Initials



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# RestaurantPoint® WEST

## 2023

May 7 – 10, 2023  
JW Marriott Austin  
Austin, Texas

- For NY Customers, see invoice for details. Connecting Point may apply any payments made by Customer under this Agreement to any obligation that is past due under any other event-related agreement between Customer and Connecting Point, in which case Connecting Point will notify Customer of such application.
- III. **Cancellation by Customer.** Connecting Point must receive written notification from the Customer of any cancellation. Any such cancellation shall be subject to the cancellation fees set forth below. If the cancellation fee due to Connecting Point exceeds the amount previously paid by Customer to Connecting Point, Customer must pay the balance to Connecting Point within 30 days of receipt of written notice of cancellation. If the cancellation fee due to Connecting Point is less than the amount previously paid by Customer to Connecting Point, Connecting Point will refund the balance to Customer within 30 days of cancellation. Subsequent reassignment of canceled executive boardroom presentations does not relieve the canceling Customer of the obligation to pay the cancellation fee.
- a. If written notice of cancellation is received by Connecting Point prior to November 1, 2022, the Customer shall pay a cancellation fee equal to fifty percent (50%) of the canceled executive boardroom presentation(s) and/or sponsorship fee. This cancellation policy includes reduction in number of executive boardroom presentations.
  - b. If written notice of cancellation for partial or full executive boardroom presentation(s) and/or sponsorship option is received by Connecting Point on November 1, 2022 or any time thereafter, the Customer shall pay a cancellation fee equal to the full (100%) canceled executive boardroom presentation and/or sponsorship fee. This cancellation policy includes reduction in number of executive boardroom presentations.
  - c. If Customer fails to register for RestaurantPoint West by 7:00pm on Sunday, May 7, 2023, Connecting Point will consider the participation canceled. Connecting Point may use the allocated time in any way it deems appropriate. Customer will be responsible for all fees according to the cancellation policy.
  - d. If Customer has not paid their RestaurantPoint West 2023 participation fee(s) in full prior to registration, their participation badges and all shipment will be held until the fees are satisfied.
- IV. **Cancellation of Event or Change of Event Date or Site.** In the event that Connecting Point, in its sole discretion, changes the Event Date/s or the Event Site/s, or cancels the Event/s, Connecting Point's sole liability to Customer shall be to notify Customer as far in advance as possible of such changes or cancellation. In the event that an Event is canceled, or the Customer cannot attend the Event during the rescheduled time period, Connecting Point's sole responsibility shall be to refund all funds previously paid by Customer for the Event. Should Connecting Point terminate this agreement pursuant to the provisions of this section, the Customer waives all claims for damages arising there from.
- V. **Force Majeure.** Connecting Point will not be responsible for situations beyond its control, such as, but not limited to: acts of God, (e.g. rainstorm, flood, wind, damage by the elements, earthquake, etc.), fire, strikes, acts or orders of governmental authorities, failure of individual responsibility and/or third-party responsibility.
- VI. **Anti-Trust and Other Laws.** Customer assumes the sole responsibility to abide by all applicable Anti-Trust laws and Fair Competition trade practices, as well as all other applicable laws and regulations.
- VII. **Customer Presentations, Materials and Giveaways.** The Customer agrees that any presentation materials, products and materials shown, distributed, and/or given away will not be offensive in nature or content. Customer acknowledges that some organizations have corporate policies that do not permit for the acceptance of gifts, however small. The Customer and its representatives agree to respect these policies and refrain from the distribution of gifts of any kind to these organizations and their representatives.



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- VIII. **Liability and Hold Harmless.** Customer assumes direct liability for all claims for personal injury and damages caused at or to the Event Site, its personnel or personal property that results from the act or negligence of the Customer and its representatives and releases Connecting Point from any/all liability associated therewith. Customer indemnifies and holds Connecting Point, its parent company, subsidiaries and affiliates, as well as their respective agents, employees, officers, and directors, harmless from and against any claims, loss, damage or expense, including reasonable attorney's fees, incurred by Connecting Point or any of the foregoing in connection with or as a result of any breach of this Agreement by Customer or any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with the Event to the extent claims result from the act or negligence of the Customer, its agents, or employees.
- IX. **Limitation of Liability.** Connecting Point's entire liability to customer arising out of or relating to this agreement shall be limited to the fee paid to Connecting Point by Customer hereunder. In no event shall Connecting Point be liable to Customer for any consequential, incidental, special, reliance or indirect damages arising out of or relating to the Event, its cancellation or any changes in location, date or otherwise, whether such claim is based in contract or tort, and whether or not Connecting Point has been advised of the possibility of such damages. Connecting Point makes no representations or warranties to the Customer including, without limitation, which or the number of attendees which will attend the Event, or whether the Event is an effective method of marketing for Customer. Any dispute must be submitted in writing by the last day of the month in which the Event concludes.
- X. **Liability for Customer Property.** Connecting Point is not responsible for Customer's property. Customer is solely responsible for its own demonstration materials, products, and other property, and should insure products from loss or damage from any cause whatsoever. All property of Customer in transit to or from or within the confines of the Event area is in the care, custody, and control of the Customer. Connecting Point or Event Site management or their suppliers or service providers shall bear no responsibility for lost, stolen, damaged, or abandoned materials. All property remaining in the event facility after the end of the Event shall be subject to storage or disposal at the Customer's expense, at the sole option of the Management (Connecting Point or the Event Site).
- XI. **Assignment.** This Agreement and any rights or privileges hereunder may be assigned or otherwise transferred, in whole or in part, by Connecting Point. This Agreement and any rights or privileges hereunder may not be assigned or otherwise transferred by Customer without the prior written approval of Connecting Point.
- XII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflict of law principles.
- XIII. **Disputes.** Any dispute arising out of or relating to this Agreement shall be decided by arbitration under the rules of the American Arbitration Association. Such arbitration hearing shall take place in the State of New York, Borough of Manhattan. Their decision shall be final and binding, and their award may be entered in any court having jurisdiction. Any and all proceedings to resolve claims or disputes will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration the parties waive any right to a jury trial. This section shall survive any termination of this Agreement.

# RestaurantPoint® WEST

2023 May 7 – 10, 2023  
JW Marriott Austin  
Austin, Texas

**SIGNATURE** – By signature below, the Customer agrees to the terms and conditions set forth in the Agreement and is authorized to sign for their Company. Please initial the first page and return all pages of this Agreement.

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Authorized Signature

Name & Title

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Company

Date

**BILLING INFORMATION (the individual who should receive the invoice)**

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Attn: (Name)

E-mail Address

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Address

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Phone

Fax

**EVENT CONTACT INFORMATION (the individual who will be coordinating your Event participation)**

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Coordinator Name and Title

E-mail Address/URL

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Address Coordinator

Attending Event?      YES      NO (check one)

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Cell Phone



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