



# **RV Aftermarket Conference**

## **Meeting Space Contract Terms & Conditions**

Embassy Suites by Hilton San Antonio Riverwalk Downtown  
125 E. Houston Street  
San Antonio, TX 78205  
August 8-11, 2022

## **TERMS AND CONDITIONS**

The following Terms and Conditions have been developed to assist the Recreation Vehicle Industry Association, Inc. ("RV Industry Association") in providing a successful, efficient, and attractive RV Aftermarket Conference ("Conference") event for its members and guests. RV industry suppliers and distributors that participate in this Conference understand and acknowledge that they are required to follow these Terms and Conditions as a condition of their participation.

### **1. Conference Purpose/Description**

The RV Aftermarket Conference is where prominent suppliers and distributors in the RV industry will develop their business strategies, introduce new products and services, and network with other individuals in the RV aftermarket industry. The Conference facilitates one-on-one "appointment sessions" between RV suppliers, distributors, and other attendees. The Conference also provides participants social and educational opportunities to advance their relevant business knowledge.

### **2. Eligibility**

Participation in the Conference is limited to RV Industry Association member supplier and distributor businesses involved in the RV industry.

### **3. Meeting Space Days and Hours**

The days and hours meeting space will be open for appointments during the Conference are as follows:

Tuesday, August 9, 2022	8:20am – 11:30am / 1:40pm – 5:30pm
Wednesday, August 10, 2022	8:20am – 11:30am / 1:00pm – 5:30pm
Thursday, August 11, 2022	8:20am – 11:30am / 1:00pm – 5:30pm

These times may be subject to change.

### **4. Items Included/Not Included in Meeting Space Rate**

The meeting space rate includes the following: set appointments; a meeting/sleeping room (inclusive of taxes) beginning Monday, August 8 departing Friday, August 12; housekeeping services; signage and a listing in the on-site program and match-making program.

The meeting space rate does not include room service, mini bar items, catering, and any other ancillary charges billed to the room. These items will be considered incidental and billed directly to occupant's credit card provided at check-in.

### **5. Conduct**

The RV Industry Association is committed to providing a professional atmosphere that encourages the free expression and exchange of ideas at all its events. Consistent with this commitment, it is the policy of the RV Industry Association that all participants in activities it sponsors will enjoy a welcoming environment free from unlawful discrimination, harassment, and retaliation. Attendees must behave responsibly at all events. Threatening physical or verbal actions and disorderly or disruptive conduct will not be tolerated. Harassment, including verbal comments relating to gender, sexual orientation, disability, race, ethnicity, religion, age, national origin, gender identity or expression, veteran status or other protected status, or sexual images in public spaces, deliberate intimidation, stalking, unauthorized or inappropriate photography or recording, inappropriate

physical contact, and unwelcome sexual attention, will not be tolerated. The RV Industry Association reserves the right to take any action it deems necessary and appropriate in its sole discretion, including but not limited to, expulsion from the meeting, denial of access to meeting facilities, exclusion from future RV Industry Association meetings and events, and other consequences without warning or refund.

## **6. Meeting Room Sharing**

Only contracted companies may occupy the meeting space. Meeting space sharing is not permitted. This prohibition does not apply to contracted companies that distribute for other companies, provided this is disclosed by contracted company prior to the Conference.

## **7. Photography**

Photographs, audio recordings, and videos may be taken onsite by the RV Industry Association or its agents and employees during the meeting. By registering for this meeting, attendees grant permission to the RV Industry Association to utilize any such photographs, audio recordings, and videos taken onsite, including the attendee's name, image, likeness, voice, statements, and surroundings for commercial or promotional purposes, in any medium or context now known or later developed, without further authorization. Attendee shall have no right of approval, no claim to compensation, and no other claim arising out of such use of the attendee's name, likeness, image, voice, statements, and/or surroundings.

## **8. Insurance**

Contracted company, at its sole cost and expense, must always obtain and maintain in effect during the Conference, and during all activities related to the Conference, including, but not limited to, during move-in and move-out, its own property and public liability insurance policy with minimum policy limits of \$1,000,000 per occurrence. Contracted company must add the RV Industry Association and Embassy Suites by Hilton San Antonio Riverwalk Downtown, where the Conference is held, as additional insureds on the insurance policy. Contracted company must provide the RV Industry Association with a Certificate of Insurance evidencing said coverage at any time, if requested by the RV Industry Association. Contracted company acknowledges and hereby agrees that the RV Industry Association, the Embassy Suites by Hilton San Antonio Riverwalk Downtown, Embassy Suites and their respective employees, agents and contractors are not responsible for loss, theft or damage to any property or merchandise while in transit to or from the Conference site or while at the Conference site.

## **9. Security**

Contracted company is responsible for its own property. Contracted company agrees that the RV Industry Association, the Embassy Suites by Hilton San Antonio Riverwalk Downtown, Embassy Suites and their respective employees, agents, and contractors may not be held liable for any loss or theft. Contracted company should secure its own property during and after Conference hours.

## **10. Move-In/Set-Up of Meeting Space**

- (a) **Shipments.** Materials may be shipped to the Embassy Suites by Hilton San Antonio Riverwalk Downtown (HOLD FOR ARRIVAL OF Guest Name/Company) at contracted company's expense. Any fees the hotel charges for receipt and handling of shipments are the contracted company's responsibility. Shipments prior to the Conference may not arrive before Friday, August 5, 2022 due to limited storage space.

- (b) Set Up. Contracted company may commence the setup of its meeting space beginning at 12:00 p.m., on Monday, August 8, 2022. Contracted company must complete the set-up of its meeting space by not later than 8:00 a.m., on Tuesday, August 9, 2022.
- (c) Condition of Exhibit Space. Contracted company shall take the meeting space "AS IS" and agrees to surrender it to the RV Industry Association at the end of the Conference in the same condition as when received. This includes placing any room furnishings that were moved back to their original locations. Contracted company should inspect its meeting space and notify the RV Industry Association of any damage to the space prior to move-in. The contracted company agrees not to damage or in any manner deface its' meeting space or any part of the Embassy Suites by Hilton San Antonio Riverwalk Downtown building or grounds. Contracted company hereby acknowledges and agrees that it shall be financially responsible for any damages to the space that occurs during contracted company's occupancy of such space.

Contracted company is liable for any damages to meeting space.

#### **11. Move-Out**

Meeting/Sleeping space must be vacated by 11:00 am on Friday, August 12, 2022.

#### **12. Sound**

Live music and recorded music sound systems are strictly prohibited by the RV Industry Association. Contracted companies who plan to demonstrate a product that emits noise of any kind that exceeds conversation level and/or is of a nature that the demonstration of the product interferes with the conduct of business by neighboring meeting rooms, will be required to reduce the sound level to conversation level and if that cannot be accomplished, will be required to cease demonstrating the product.

#### **13. Compliance with Laws/Fire and Safety Requirements**

The Contracted company shall, at its' sole cost and expense, promptly and faithfully comply with all applicable federal, state, and local laws, statutes, ordinances, orders, and governmental rules and regulations now in force or which may hereafter be enacted or promulgated. The contracted company shall be solely responsible for obtaining all licenses, permits or approvals under federal, state, or local laws applicable to its activities at the Conference.

#### **14. Restrictions**

The RV Industry Association reserves the right to restrict a Contracted company from access to its' meeting room space because of unreasonable or objectionable noise, methods of operation or any other reason, including but not limited to, violations of these Terms and Conditions. The RV Industry Association may immediately evict any Contracted company without recourse or financial recompense which, in the sole opinion of the RV Industry Association, may detract from the general good character and purpose of the Conference. This may include, but is not limited to, persons, things, conduct, displays, printed matter or anything the RV Industry Association determines to be objectionable. Surveys of any type, other than those approved in advance by the RV Industry Association, are strictly prohibited. In the event of such restrictions or evictions, the RV Industry Association is not required to refund any sums paid by the Contracted company and may collect from the Contracted company all expenses incurred by the RV Industry Association in evicting the Contracted company, including reasonable attorneys' fees.

## **15. Cancellations, Withdrawals and Reductions**

If, after agreeing to the Terms and Conditions for the meeting space contract, the Contracted company cancels or withdraws from the Conference on or before June 24, 2022, Contracted company will receive a full refund. If cancellation is received after June 24 for any reason, Contracted company forfeits any and all monies paid, and the contracted company further agrees it is legally obligated to remit any unpaid balance for such assigned meeting space. If the Contracted company fails to occupy its meeting space by 11:59 p.m., August 8, 2022, it will be deemed to have canceled its space. The RV Industry Association reserves the right to rent to another company or to eliminate or to maintain vacant the canceled space without any further obligation to the contracted company.

## **16. Indemnification and COVID Provisions**

The Contracted company covenants and agrees to defend, indemnify and hold harmless the RV Industry Association, the Embassy Suites by Hilton San Antonio Riverwalk Downtown and their respective directors, officers, employees, agents and contractors, from and against any and all liabilities, damages, actions, claims, costs and expenses, including, but not limited to, court costs and attorneys' fees, arising out of, or related to, (i) any injury or death to persons, or damage or loss of property occurring in contracted company's meeting space or related to contracted company's products, except to the extent caused by the negligence or willful misconduct of the RV Industry Association, the Embassy Suites by Hilton San Antonio Riverwalk Downtown, (ii) any injury or death to persons, or damage or loss of property resulting, directly or indirectly, from any willful or negligent act or omission (where applicable law imposes a duty to act) of the contracted company, or any director, officer, employee, agent or contractor of the Contracted company, or (iii) the failure of the Contracted company, or any director, officer, employee, agent, or contractor of the contracted company, to comply with any of the terms or conditions of this contract, or all applicable federal, state and local laws, statutes, ordinances, orders, governmental rules and regulations.

The Contracted company agrees and acknowledges that the RV Industry Association cannot prevent attendees or any individual from becoming exposed to, contracting, or spreading COVID-19 while attending the Conference and/or entering onto premises where the Conference is held. It is not possible to prevent against the presence of the disease. Therefore, the Contracted Company agrees and acknowledges that the Contracted company and its attendees may be exposing themselves to and/or increasing their risk of contracting or spreading COVID-19.

The Contracted company and its attendees hereby choose to accept such risk and hereby forever release and waive their right to bring suit against the RV Industry Association and its directors, officers, employees, agents, contractors, or other representatives for fault in connection with exposure, infection, and/or spread of COVID-19 related to attending the Conference. The Contracted company and its attendees understand that this waiver means they give up their right to bring any claim based in negligence, including for personal injuries, death, disease or property losses, or any other loss, whether known or unknown, foreseen or unforeseen.

## **17. Limitation of Liability**

The RV Industry Association shall not be responsible for failure to perform any of its obligations hereunder in the event the Conference site becomes, in the sole judgment of the RV Industry Association, unfit for occupancy, or unfit for the successful operation of the Conference, as a result of strikes, lock-outs, inability to obtain labor or materials, government action of whatever nature, war, civil disturbance, terrorist acts, transportation curtailment, acts of God, fire, flood, earthquakes, unavoidable casualty, or other causes, whether similar or dissimilar, beyond the control of the RV Industry Association, including but not limited to healthcare or pandemic circumstances whereby the World Health Organization (WHO) and/or the Centers for Disease Control and Prevention (CDC) for any infectious or contagious medical or environmental conditions/outbreak recommend that all but essential travel be postponed, or other similar cause beyond the control of the parties

making it impossible, illegal or which materially affects the party's ability to perform its obligations under this Agreement..

In the event of the termination of this contract and/or cancellation of the Conference by the RV Industry Association as a result of any of the aforesaid causes, the Contracted company expressly waives all of its rights hereunder and releases and agrees to hold the RV Industry Association harmless of and from any and all claims for damages or expenses arising out of or related to this contract. The contracted company further agrees the RV Industry Association shall have no obligation to the contracted company except to refund the fee paid by the contracted company for meeting space less a proportionate share of all expenses incurred by the RV Industry Association for the Conference.

## **18. Breach of Contract/Remedies**

In the event the Contracted company, or any employee, agent or contractor of the Contracted company, fails to pay the RV Industry Association all sums due hereunder, or fails to perform or observe any of the terms or conditions set forth herein, the RV Industry Association shall have the right, with or without notice, to take any or all of the following actions: (i) immediately terminate this contract; (ii) fine the Contracting company an additional sum up to 100% of the meeting space rate; (iii) prohibit the Contracted company from participating in future RV Industry Association events; and (iv) pursue any other rights and remedies now or hereafter available to the RV Industry Association under the laws of the Commonwealth of Virginia.

In the event the RV Industry Association terminates this contract for Contracted company violating any of the terms or conditions contained herein, the RV Industry Association shall have the right to retain all monies received from Contracted company for the meeting/sleeping space as well as recover from Contracted company such additional sums that RV Industry Association may be due pursuant to the terms hereof. Additionally, the RV Industry Association shall have the right, with or without process of law, to remove Contracted company, its employees, agents and contractors, and all of Contracted company's articles of merchandise and other personal property from the meeting space contracted for and from the buildings and grounds of the host hotel at Contracted company's expense. The Contracted company assumes all liability for damages to its property or merchandise which may occur as a result of such removal.

All rights and remedies available to the RV Industry Association hereunder, or at law or in equity, are expressly declared to be cumulative.

The contracted company will not be permitted to participate in any RV Industry Association event until such time as the Contracted company remits any and all funds due to the RV Industry Association pursuant hereto.

In the event of any claim by the Contracted company against the RV Industry Association arising out of or related to this contract, Contracted company agrees that the RV Industry Association's liability is limited to the amount paid by the Contracted company for its meeting space.

## **19. Assignment**

The Contracted company may not sell, assign or transfer this contract or any interest herein (either voluntarily or by operation of law), or sublet the meeting space or any part thereof without the prior written consent of the RV Industry Association, which may be withheld in the RV Industry Association's sole discretion. Any sale, assignment or transfer without the RV Industry Association's consent is void.

## **20. Rules and Regulations**

The Contracted company agrees to be bound by and comply with any and all Meeting Space Contract Terms and Conditions set forth and any and all rules and regulations promulgated by the RV Industry Association.

**21. Attorneys' Fees**

If an action is instituted by the RV Industry Association to enforce any provision herein and the RV Industry Association prevails, the RV Industry Association shall be entitled to recover from the Contracted company reasonable attorneys' fees, and other legal expenses and court costs incurred by the RV Industry Association in such action as the court may find to be reasonable.

**22. Interest on Past Due Obligations**

If the Contracted company shall fail to pay any sum due to the RV Industry Association pursuant to this contract by the date same is due, the RV Industry Association shall be entitled to charge and collect from the Contracted company interest on the balance due at the rate of one and one-half percent (1 ½ %) per month, or the maximum amount permitted by law, whichever is higher, from the date the amount was due until paid in full.

**23. Amendments**

The RV Industry Association has the right to make such reasonable amendments hereto as it shall consider necessary to comply with the RV Industry Association's contract with the Embassy Suites Atlanta at Centennial Olympic Park or for the proper conduct of the Conference, provided same do not materially alter the contractual rights of the Contracted company. All amendments that may be so made shall be binding on all the parties hereto.

**24. Waiver**

The waiver by the RV Industry Association of any term, covenant or condition in this contract shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition.

**25. Headings**

The headings and section titles to the sections of this contract are not a part of this contract and have no effect upon the construction or interpretation of any part of the contract.

**26. Gender**

The terms and words used herein regardless of the number and gender specifically used shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context of this contract may require.

**27. Waiver of Jury Trial**

Contracted company hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by the RV Industry Association against the Contracted company on any matters arising out of, or related to, this contract.

**28. Severability**

Any provision of this contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this contract and such other provisions shall remain in full force and effect.

**29. Governing Law**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.