

## **2017 ATCA ANNUAL SPONSORSHIP TERMS AND CONDITIONS**

**1. PAYMENT AND TERMS.** Full payment must accompany the sponsorship contract unless alternative payment options have been discussed, noted and mutually agreed to prior to contract signing. An official written agreement must be held between ATCA and the sponsoring firm. Payment must be made directly to ATCA by the sponsoring firm in the contract. All sponsorships/underwriting/financial support of official ATCA events must be handled through ATCA. ATCA cannot publish your name or post you as a sponsor until contract and payment have been received.

**2. ELIGIBLE SPONSORS.** Sponsors will encompass those companies or other entities offering materials, products or services of specific interest to attendees as determined by ATCA in its sole discretion. ATCA also reserves the right to determine the eligibility of any company specific marketing campaign before distribution. Only the company whose name appears on the face of this contract may be placed in print and pre-outlined sponsorship recognition opportunities.

### **3. ALLOCATION OF SPACE, SPONSORSHIP PLACEMENT.**

Sponsorship recognition locations are assigned based on the contract between ATCA and the sponsoring company and is determined by price and seniority. ATCA will assign sponsor recognition based on the written facts available at the time the sponsorship contract is assigned and accepted by ATCA. ATCA reserves the right to assign or reassign sponsorship recognition locations after the contract is signed if it is necessary.

**4. ARTWORK SUBMISSION DEADLINE.** Some benefits of sponsorship are time sensitive. All Sponsorship artwork for ads and signage must be submitted by the published deadlines. If not provided by published deadlines or if logo is not available in proper format, some benefits will be lost.

**5. COMPLIMENTARY REGISTRATION.** Some sponsorships include complimentary registrations. Please insure you have received your sponsorship coupon to allow you to enter your complimentary registrations online. Unfortunately refunds for previous paid registrations will incur an administrative fee of 10%. Name changes are always welcome

**6. LOGO.** When submitting your contract, please provide a copy of your current or preferred logo in EPS and jpeg/gif formats as well as the web address you wish linked to it (if applicable). Often logos change and this is the only way we can be sure we use the proper version.

**7. BAG INSERTS.** Any sponsorship which includes the opportunity to place an item or publication in the conference bag cannot place an item in the bag that is already available for sponsorship (like a pad folio or a lanyard) and must be approved by ATCA before it is placed in the bag. Distribution of items received late and or without prior approval from ATCA cannot be guaranteed.

**8 SUB-LEASING, SPONSORSHIP SHARING.** No sponsor shall reassign, sublet or share the whole or any part of the sponsorship parameter allotted to the contracting firm. Rulings of ATCA shall in all instances be final with regard to use of any sponsoring company and its compliance with the Rules and Regulations.

**9. SPONSORSHIP PACKAGES.** Prices quoted include all items listed in the sponsorship proposal and signed contract, unless otherwise stated.

**10. RIGHT OF FIRST REFUSAL.** ATCA will offer all sponsorships to the sponsoring company from the same event the year before prior to solicitation of new and or additional sponsors for a previously sponsored item. If the previous sponsor company chooses not to sponsor the same event, ATCA reserves the right to seek alternative sponsors at their own discretion. The first right of refusal has a term limit of two years. After that time, the sponsorship is placed back in the general pool for open bid.

Sponsors must notify ATCA in writing with 90 days after the sponsored event of their intention to renew the sponsorship. Once the 90 days have expired, if no notification is received, the sponsorship will be placed back into the general pool for open bid.

**11. CANCELLATION OF SPONSORSHIP.** A Sponsorship will be considered cancelled by the sponsor on the date that written notice of cancellation is received by ATCA. THERE WILL BE NO REFUNDS.

**12. DECORATIONS.** ATCA shall have full discretion and authority over the placing, arrangements, and appearance of all items displayed by sponsor, and may require the replacing, rearrangement, or redecorating of any item or of any sponsorship announcement, and no liability shall attach ATCA for costs that may devolve upon the sponsor thereby.

**13. PRIVATE PARTIES/HOTEL SUITES/MEETING SPACE** Private parties, suites, and meeting space are available at the official conference hotel.

Companies wishing to host a private party or hold a suite at the conference hotel must be either an official exhibitor or a \$2,500 or greater sponsor of the conference and obtain preapproval from ATCA. Under no circumstances will any events organized by said companies conflict or compete with any official conference programming unless pre- approved in writing by ATCA.

Sponsors cannot reserve meeting space. Meeting space is officially reserved for official functions and exhibitors.

**14. EXCLUSIVITY.** ATCA reserves the right to offer exclusive sponsorship opportunities as it sees fit. Exclusivity will be defined on a case by case basis and will typically encompass only the company or companies confirmed by written contract for those items specified in the sponsorship contract.

**15. PHOTOGRAPHY/DISCLOSURE.** The photographic rights for the events sponsored or items the sponsoring company has agreed to is reserved to ATCA. By signing the sponsoring contract, the sponsor company agrees to distribution of the undersigned company in outlined contractual circumstances as well as liberal discretion of ATCA to utilize photography of their event and sponsor company name and logo presence for all other purposes as ATCA sees fit.

**16. DAMAGE TO PROPERTY.** The sponsor is liable for any damage caused to building floors, walls or columns or to other sponsors and or ATCA's property.

**17. ADMISSION.** Admission to the conference and exposition is open to adults affiliated with the industry served by the event. ATCA shall have sole control over admission policies at all times. Registrations are as follows. Sponsorships that include registrations, membership, advertising etc shall be written on a case by case basis and is based on the sole discretion of ATCA. ATCA will make every effort to uphold fair business practices when assigning benefit packages equal to the proposed price.

**18. SPONSOR CONDUCT.** The distribution of samples, souvenirs, and publications, etc. may be conducted by the sponsor only with written approval of ATCA. The sponsor shall conduct and operate its sponsorship (if a physical element exists) so as not to annoy, endanger or interfere with the rights of other exhibitors, sponsors and attendees. Any practice resulting in complaints from any other exhibitor, sponsor or any attendee, who in the opinion of ATCA interferes with the rights others or exposes them to annoyance or danger, may be prohibited by ATCA.

**19. CANCELLATION OR POSTPONEMENT OF EVENT AND OR INITIATIVE OUTLINED IN SPONSORSHIP CONTRACT.** In the event that the premises in which the event or outlined sponsorship initiative is or is to be conducted shall become, in the sole discretion of ATCA, unfit for occupancy, or in the event the holding

of the event and or sponsorship initiative or the performance of ATCA under the contract (of which these Rules and Regulations are a part) are substantially or materially inferred with by virtue of any cause or causes not reasonably within the control of ATCA, said contract and/or event or initiative (or any part thereof) may be terminated by ATCA. ATCA shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of ATCA. If ATCA terminates said contract (or any part thereof) as aforesaid, then ATCA may retain such part of a sponsor fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of ATCA" shall include, but shall not be limited to, fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade embargo; inclement weather; government restraints; restraints or orders of civil defense or military authorities; acts of public enemy; riot or civil disturbance; strike; lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules orders, decrees, or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or Act of God.

**20. LIMITATION ON LIABILITY.** The sponsor agrees to indemnify, defend and hold harmless ATCA, the event facility, the owner of such facility, and the city in which this event is being held, and their respective officers, agents and employees, from and against all bodily and personal injury, loss, claims, or damage to any person or any property arising in any way from the sponsoring company, its employees, agents, licensees, contractors or customers. ATCA shall not be responsible for loss or damage to displays or goods belonging to sponsors, whether resulting from fire, storms, acts of god, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes.

**21. RESOLUTION OF DISPUTES.** In the Event of a dispute or disagreement between: the sponsor and ATCA or between two or more sponsors; all interpretations of the rules governing the sponsorship contract, actions, or decisions concerning this dispute or disagreement by ATCA intended to resolve the dispute or disagreement shall be binding on the sponsor.

**22. AMENDMENT TO RULES.** Any matters not specifically covered by the preceding rules shall be subject solely to the discretion of ATCA. ATCA shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations, and any such amendments when made and brought to the notice of the exhibitor shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.

**23. DEFAULT.** If the sponsor defaults in any of its obligations under this contract or violates any of its obligations or covenants under this contract, including without limitation any sponsorship Rule or Regulation promulgated pursuant to the contract, ATCA may, in addition to any other remedies provided for herein or otherwise available to ATCA at law or in equity, without notice, terminate this agreement and retain all monies received on account as liquidated damages. ATCA may thereupon direct the sponsor or forthwith to remove its employees, agents and representatives, and all of its articles of merchandise and other personal property from the specified sponsored event and location.

**24. AGREEMENT TO RULES.** The sponsor, for itself and its employees, agents and representatives, agrees to abide by the foregoing rules and by any amendments that may be put into effect by ATCA.

**25. ACCEPTANCE.** Once the sponsor signs the Sponsorship Contract and returns it to ATCA, all Terms and Conditions are officially in affect. This agreement shall not be binding until accepted by ATCA.