

## Sponsorship Application & Contract

### 2019 ATD Core 4 Conference: Foundations of Talent Development

Miami Marriott Biscayne Bay | Miami, FL | November 5-6, 2019

**COMPANY ACCEPTANCE:**

This Contract is between the Association for Talent Development (hereinafter referred to as "ATD") and the Contracting Company (hereinafter referred to as "Sponsor"). Network Media Partners, LLC dba MCI USA (hereinafter referred to as "MCI USA") is working on behalf of ATD as an agent of and independent contractor to ATD. This document, when signed by Sponsor as designated herein constitutes a binding, irrevocable, legal agreement. Sponsor does hereby apply for a sponsorship and space reservation at the 2019 Core 4 Conference. Sponsor agrees that upon acceptance of this Contract by ATD and MCI USA with or without appropriate payment of the exhibit fee, this Contract shall become legally binding and enforceable against the Sponsor in accordance with its terms. Sponsor agrees to be bound by the Contract and/or any other regulations issued prior to the exposition by ATD, the Host Facility or their affiliates. By signing this contract, Sponsor agrees they are responsible for full payment. Sponsor also agrees to comply with all federal, state and local laws, as well as the rules of the Location: Miami Marriott Biscayne Bay, Miami, FL.

**PAYMENT:** Payment is due upon receipt of scheduled invoice from MCI USA or, in the case of credit card payment, upon signature of this agreement and terms. Sponsorship assignment is contingent upon receipt of payment in full. Management reserves the right to cancel space and to sell the space to another sponsor without any rebate or allowances to the former sponsor if the full amount of the fee has not been received. Please make all checks payable to MCI USA. Send all booth applications, payments, and any sponsor or exhibit related questions to:  
MCI USA  
307 International Circle  
Suite 190  
Hunt Valley, MD 21030

**Exclusive Sponsorship:**.....\$10,000

**Exclusive Sponsorship includes:**

**Conference Content:**

- Sponsor will be assigned one 60 minute session block that integrate into the conference content
- Your session topic and speaker will need to be vetted through ATD's conference education team to be sure that it aligns with the conference content, is free from direct product promotion and adds value to the attendee experience
- Your session will be promoted in the same channels as all other conference content
- Audio visual including 1 LCD, 1 screen, 2 wired lavalier microphones, 1 flipchart, wifi

**Table Top:**

- Sponsor will be provided a table and two chairs in a high traffic area near breaks
- This area can be used by the sponsor to engage attendees on their product/solution
- Power and wifi access will be provided to the sponsor

**Sponsor Recognition:**

- Emails from ATD: company logo or name included in Core Four conference marketing
- ATD Enewsletters used to promote Core Four
- ATD Mailers used to promote Core Four
- TD.org: logo included on the conference web page
- Signage on-site at venue

**Thought Leadership:**

- White paper/case study sent to registered attendees (two weeks prior to conference)
- Sponsor to provide two sentence summary and URL to the white paper/case study

**Key Note:**

- Sponsor to provide a seat drop for one morning keynote  
\*Creative must be approved by ATD in advance

**Program Guide:**

- Sponsor will receive full page advertisement on the back cover of the program

**Registrations:**

- Sponsorship includes two (2) full conference registrations
- One (1) full conference registration for support staff

## Payment

Invoice my company at the below address. I understand payment is due upon receipt of invoice, or terms outlined and agreed upon by sales executive. Make checks payable to MCI USA and mail to the address on the invoice.

Contracting Company Name: \_\_\_\_\_

Sponsoring As Name (if different from above): \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Website: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

Check or ACH/Wire. Invoice us at the above address. Payment is due upon receipt of invoice.

Credit Card. Email a secure online Credit Card Authorization form to this Name and email address: \_\_\_\_\_.

\*Upon invoicing per the Agreement billing terms, charge the Credit Card and Email us a receipt with the invoice.

**Signature:** X \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print name/title:** \_\_\_\_\_

This agreement is non-cancellable. This document when signed by the contracting company constitutes a binding and irrevocable legal agreement. The individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the contracting company. Terms are enforced regardless if sponsor does not attend the conference. (Should the agreement be referred to a collection agency/attorney for any reason, Sponsor and or representing agency of Sponsor, is responsible to pay a 25% attorney fee plus interest, lost discounts, and costs associated with any and all collection efforts.)

## TERMS

1. Application for space must be accompanied by the full fee in order to guarantee reservation. All payments must be received within 30 days of invoice date or by September 27, 2019 whichever is earlier. Reservations made after September 27, 2019 must be paid by credit card. Unpaid sponsorship reservations will be released for general sale. Sponsor will remain responsible for payment of space. Terms are enforced regardless if Sponsor does not attend, fails or elects not to participate in conference. No refunds.

2. Sponsor agrees to abide by the installation and dismantling times set by ATD and to have at least one person staffing their exhibit space during published conference hours.

3. ATD reserves the right to impose limitation on noise levels and any other method of operation which becomes objectionable. Any distribution of literature or samples shall be limited to your table top and keynote seat drop. Sponsors may not interfere with collateral that is not produced by said Sponsor. Violation of this will result in cancellation of sponsorship during show without refund.

4. ATD reserves the right to rearrange the final layout of the conference and demo area. If these changes occur, and impact Sponsor, they will be notified.

5. If ATD should be prevented from holding the conference for any reason beyond ATD's control (such as, but not limited to, damage to the building, riots, strikes, acts of government, or acts of God) or if Sponsor cannot occupy the assigned exhibit space due to reasons beyond ATD's control, then ATD has the right to cancel the conference or any part thereof, with no further liability to Sponsor other than a refund of exhibit space fee, less a proportionate share of the exposition cost incurred.

6. Neither the management of the host facility nor ATD, nor MCI USA shall be liable for the damage, loss, or destruction to the exhibits by reason of fire, theft,

accident, or other destructive causes. Sponsor shall lease exhibit space at its sole risk. Neither the management of the host facility, ATD, MCI USA nor any of their agents, servants, or employees will be accountable or liable for accidents to exhibitors, their agents, or employees.

7. Sponsor shall be liable to the host facility and/or ATD for any damage to the building and/or the furniture and fixtures contained therein, which shall occur through acts or omissions of the Sponsor.

8. Sponsor assumes the entire responsibility and hereby agrees to protect, indemnify, defend, and hold harmless ATD, the host facility, MCI USA and their officers, employees, and agents against all claims, losses, and damages to persons and property, governmental charges or fines, and attorney's fees arising out of or caused by Sponsor's installation, removal, maintenance, occupancy, or use of the exhibition premises or any part thereof, including any outside exhibit areas.

9. Sponsor acknowledges that ATD does not maintain and is not responsible for obtaining insurance covering Sponsor's property. Sponsor is advised to obtain business interruption and property damage and loss insurance to cover such occurrences.

10. Still photography and videotaping are not permitted in the Exposition or sessions during the conference. The ATD Official Photographer, if available, may be employed for individual booth photography

11. No children younger than age 12 are allowed in the conference area at any time.

12. Sponsor assumes the entire responsibility and liability for losses, damages, and claims arising out of Sponsor's activities on the premises and will indemnify, defend, and hold harmless the Location: Miami Marriott Biscayne Bay, Miami, FL, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

13. ATD condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of the Exposition, ATD cannot get involved in Sponsor disputes or provide legal advice. Sponsor agrees not to sue or threaten to sue ATD or MCI USA for contributory infringement or any other theory that ATD or MCI USA is indirectly or secondarily liable for a violation of intellectual property rights (e.g., trademark, copyright, or patent) by a third party.

14. The sponsor shall not foster or conduct outside activities which would take qualified attendees from Conference official functions.

15. Lead Generation & GDPR Compliance: Sponsors may receive attendee contact information, per their sponsorship package, for those attendees who consent for ATD to release their contact information for this purpose. Sponsor assumes responsibility for the processing and control of this Personal Data and shall comply with all global data privacy regulations and data protection laws such as Regulation (EU) 2016/679. For the avoidance of doubt, the parties are not joint controllers, and as such Article 26 of the Regulation (EU) 2016/679 does not apply. Sponsor agrees and undertakes to indemnify on demand and keep indemnified ATD, and defend at its own expense, and hold ATD harmless from and against any and all demands, claims, actions, proceedings, liabilities, costs, expenses (including legal expenses calculated on a full indemnity basis, and all other professional expenses and costs), Losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, regulatory penalty, fine, or penalties), injury or damages whatsoever incurred or suffered by ATD (or for which ATD may become liable) due to any failure by Sponsor arising out of it or its employees, agents, and/or subcontractors, of any of its data protection obligations under this Section.