

ATD 2019 Government Workforce Conference - Application & Contract
Grand Hyatt Washington | Washington, DC | September 12, 2019

COMPANY ACCEPTANCE: This document, when signed by the contracting company as designated herein ("Sponsor") constitutes a binding, irrevocable, legal agreement between the Sponsor and the Association for Talent Development ("ATD"). The Sponsor does hereby apply for a sponsorship and space reservation at the 2019 Government Workforce: Learning Innovations. The Sponsor agrees that upon acceptance of this Contract by ATD and Network Media Partners, LLC., dba "MCI USA" with or without appropriate payment of the exhibit fee, this Contract shall become a legally binding contract; enforceable against the Sponsor in accordance with its terms. The Sponsor agrees to be bound by the Application & Contract and/or any other regulations issued prior to the exposition by ATD. By signing this contract, Sponsor agrees they are responsible for full payment. The Sponsor also agrees to comply with all federal, state and local laws, as well as the rules of the Location: The Grand Hyatt Washington, Washington DC. MCI USA is working on behalf of ATD as an agent and independent contractor of ATD.

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 Network Media Partners, LLC Send all booth applications, payments, and any sponsor or exhibit related questions to:

MCI USA
307 International Circle
Suite 190
Hunt Valley, MD 21030

Premier Sponsorship with Panel Discussion: \$6,000 \$ _____

Event Sponsorship: \$3,650 \$ _____

Additional Sponsorships

Lanyard Sponsor – \$2,500 \$ _____

Keynote Speaker Sponsor – \$2,000 \$ _____

Lunch n Learn Sponsor – \$2,000 \$ _____

TOTAL: \$ _____

Contracting Company Name: _____

Sponsoring As Name (if different from above): _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Website: _____

Contact: _____ Email: _____

Special Instructions: _____

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, the client and or representing agency of said client, is responsible to pay a 25% attorney fee plus interest, lost discounts, and costs associated with any and all collection efforts.)

Payment

Invoice my company at the above 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.

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.

TERMS

1. Table space will be allocated on a first-paid, first served basis. Priority will be determined by date of receipt of application for space accompanied by required payment.
2. Application for space must be accompanied by the full fee in order to guarantee reservation. Tables for which payment has not been received in full will not be set up by the service contractor. All payments must be received within 30 days of invoice date or by September 1, 2019 whichever is earlier. Reservations made after September 1, 2019 must be accompanied by a 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, or if exhibit space is resold due to notification of absence. No refunds.
3. The standard tabletop display is a six foot table, 2 chairs, easel, and 22x28 sign. All tabletops must fit within the confines of their assigned space so as not to impede traffic flow, infringe on the space of other exhibitors, or violate the emergency exit routes set forth by the fire marshal.
4. Sponsor's agree to abide by the installation and dismantling times set by ATD and to have at least one person staffing their booths during published exhibition hours.
5. 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 the exhibitor's booth. Sponsors may not interfere with collateral that is not produced by said Sponsor. Violation of this will result in cancellation of exhibit space during show without refund.
6. ATD reserves the right to rearrange the final floorplan based on unsold or unoccupied space. In said event all exhibitors will be notified.
7. If ATD should be prevented from holding the exhibition 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 exhibition or any part thereof, with no further liability to the Sponsor other than a refund of exhibit space fee, less a proportionate share of the exposition cost incurred.
8. 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 space/booth(s) at his/ her 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.
9. 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.
10. 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 exhibitors installation, removal, maintenance, occupancy, or use of the exhibition premises or any part thereof, including any outside exhibit areas.
11. Sponsor acknowledges that ATD does not maintain and is not responsible for obtaining insurance covering Sponsor's property. Sponsors are advised to obtain business interruption and property damage and loss insurance to cover such occurrences.
12. PHOTOGRAPHY/VIDEOTAPING 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.
13. No children younger than age 18 are allowed in the exhibit hall at any time.
14. 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: The Grand Hyatt Washington, Washington DC, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.
15. As a premiere sponsor, your subject matter expert agrees to represent your organization in an objective way that both benefits and informs the audience. The content presented should be free of direct promotion of a product or service, and more in line with the general benefit of a training, development and talent professional.
16. 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.
17. The sponsor shall not foster or conduct outside activities which would take qualified attendees from Conference official functions.
18. 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/or MCI USA, and defend at its own expense, and hold ATD and/or MCI USA 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 and/or MCI USA 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.