



SPONSORSHIP APPLICATION & CONTRACT

2019 OrgDev Conference

DoubleTree by Hilton | New Orleans, LA | November 5-6, 2019

COMPANY ACCEPTANCE: This document, when signed by the contracting company as designated herein ("Sponsor") constitutes a binding, irrevocable, legal agreement between Sponsor and the Association for Talent Development ("ATD"). Sponsor does hereby apply for a sponsorship and space reservation at OrgDev 2019. 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 Sponsor in accordance with its terms. 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. Sponsor also agrees to comply with all federal, state and local laws, as well as the rules of the Location: DoubleTree by Hilton | New Orleans, LA. 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 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

Lunch & Learn Sponsorship: \$7,500 \$ _____
SEE PROSPECTUS FOR SPONSORSHIP DELIVERABLES

Breakfast Panel Sponsorship: \$5,000 \$ _____
SEE PROSPECTUS FOR SPONSORSHIP DELIVERABLES

Contracting Company Name: _____

Sponsoring As Name (if different from above): _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Website: _____

Contact: _____ Email: _____

Special Instructions: _____

Payment Method (Choose One)

Check or ACH/Wire. Invoice us at the above address. Total contract amount will be invoiced as soon as contract is processed. 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: _____ **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 is responsible to pay a 25% attorney fee plus interest, lost discounts, and costs associated with any and all collection efforts.)

Email Completed Contract to atdsales@mci-group.com



TERMS

1. Sponsorship 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. 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 accompanied by a credit card. Unpaid sponsorship reservations will be released for general sale. Sponsor will remain responsible for payment. Terms are enforced regardless if Sponsor does not attend, fails or elects not to participate in conference, or if sponsorship is resold due to notification of absence. No refunds.

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 the elements included in the sponsor deliverables. Sponsor 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. 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 summit or any part thereof, with no further liability to Sponsor other than a refund of sponsorship fee, less a proportionate share of the exposition cost incurred.

5. 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.

6. 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 Sponsor.

7. 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.

8. 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.

9. 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.

10. 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: DoubleTree by Hilton | New Orleans, LA its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

11. 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.

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

13. 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 sub-contractors, of any of its data protection obligations under this Section.