

ATD TechKnowledge® 2020

FEBRUARY 5-7, 2020 | SAN JOSE MCENERY CONVENTION CENTER | SAN JOSE, CA

APPLICATION & CONTRACT

Partnership Opportunities

Diamond Partner: \$15,000..... \$ _____

Emerald Partner: \$10,000..... \$ _____

Ruby Partner: \$7,500..... \$ _____

_____ **Sponsorship**..... \$ _____

TOTAL \$ _____

Company Name: _____

Sponsoring as (if different from above) _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Web Address: _____

Contact: _____ Email: _____

Special Instructions: _____

Billing Option (Choose One)

- Invoice in Full on** _____. Full payment is due upon receipt of invoice.
- 50/50 Option:** Invoice 1st 50% now Invoice 2nd 50% on 10/16/19. Payment is due upon receipt of invoice

Payment Method (Choose One)

- 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:

(insert name and email): _____

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

If paying by check, FAX signed and completed contract to MCI USA, 410-584-1998. You will receive an invoice and must MAIL check within 10 business days to MCI USA, 307 International Circle, Suite 190, Hunt Valley, MD 21030.

Signature: _____ **Date:** _____

Print Name & Title: _____

By signing this document you represent and warrant that you are duly authorized to execute this binding contract on behalf of the contracting company and that the contracting company agrees to all terms including the terms stated on both Form A and Form B. Except as stated herein, this contract is non-cancelable from the moment signed and the contracting company will be liable for the full agreement price and terms of said agreement. Terms are enforced regardless if contracting company does not attend the conference or the partnership is resold. Should the agreement be referred to a collection agency/attorney for any reason, the client and or representing agency of contracting company, is responsible to pay a 25% attorney fee plus costs associated with any and all collection efforts.

COMPANY ACCEPTANCE: This document when signed by the contracting company constitutes a binding and irrevocable legal agreement between the contracting company ("Sponsor") and the Association for Talent Development (hereinafter referred to as "ATD" or sometimes as "Event Management"). Sponsor does hereby apply for sponsorship at TechKnowledge® 2020 in San Jose, CA. 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 sponsorship 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 event 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 San Jose McEnery Convention Center. MCI USA is working on behalf of ATD as an agent and independent contractor of ATD

CANCELLATION: Upon providing written notice, a sponsor may cancel or downsize subject to the following conditions and restrictions:

- A.** If a written cancellation notification is received before **3/15/19**, 100% of the commitment will be released. Partner will not be liable for agreement terms.
- B.** If a written cancellation or downsize notification is received at MCI USA, after **3/15/19**, no refunds will be issued. Partner liable for all terms and conditions. In such case, the Partner becomes obligated to make immediate payment of any unpaid portion of the total cost of the assigned rental charge. Failure to do so will bar the Partner from future ATD Exhibits until the debt is paid. In the event of cancellation or downsizing, Event Management reserves the right to use the cancelled/downsized space, including the sale of space to another Partner without any rebate or allowances to the cancelled Partner.

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. Booth assignment is contingent upon receipt of payment in full. Event Management reserves the right to cancel space and to sell the space to another Partner without any rebate or allowances to the former Partner if the full amount of the rental charge has not been received. Please make all checks payable to MCI USA. Send all booth applications, payments, and any sponsor related questions to:

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

For Clients in U.S. South and West, Asia Pacific:

Ben Ledyard:
410-584-1986 | ben.ledyard@mci-group.com

Katy Lewis:
410-584-1974 | katy.lewis@mci-group.com

For Clients in U.S. Midwest and Northeast, Latin America and EMEA:

Mark Stout:
410-584-1949 | mark.stout@mci-group.com

For Clients in Canada, U.S. Midwest and Northeast:

Samantha Roesler:
410-584-1976 | samantha.roesler@mci-group.com

**SIGN AND EMAIL
BACK TO CONFIRM.**

FORM A

CONTRACT TERMS - FORM A

EVENT CONTRACTORS

Management has designated official third-party contractors, vendors and service providers (collectively "Conference Contractors") to provide certain products and/or services for sponsors at then prevailing rates of such Contractors, including, without limitation, drayage, machine moving, garbage, machine erection, furniture, sponsorship and floor decorations, signs, telephone and internet services, computer and audio/visual equipment, electricians, photography, housing and security services. Company may engage a Contractor to provide such services at Partner's sole expense. **Partner hereby authorizes Event Management to provide Partner's contact information (including, without limitation, contact name, telephone number, fax number and email address) to such Contractors for the purpose of soliciting such products or services.** Said Contractors will identify themselves with the official conference logo. Partner may engage contractors and vendors other than Contractors to provide similar products and/or services only with the prior written consent of Event Management, which approval shall not be unreasonably withheld. Event Management assumes no responsibility and/or liability for any of the products and/or services delivered by Contractors or any other contractor, vendor or service provider providing such services. Note: ATD does not sell its attendee list with contact information. Any entity claiming to have the attendee list for sale is NOT an approved contractor.

BADGES

Each sponsor is allocated a specific number of full conference registrations with a Partner level. These badges will provide staff with access to educational, general sessions and in the common event areas. The must be worn at all times while onsite. Badges are non transferable and those worn by other than the person issued will be confiscated.

SOLICITATION

The session rooms and all other spaces in the San Jose McEnergy Convention Center shall be under the control of ATD and MCI USA. All displays, interviews, conferences, distribution of literature, lectures or any other type of activity shall be conducted inside the space contracted for. Standing in any space or in front of sessions of other Partners for advertising purposes is strictly prohibited. Partners who sell items for delivery as the event may be required to collect and remit city and state sales taxes. If a Partner solicits in public space, they may be asked to leave the event without any compensation for loss. All displays, interviews, conferences, distribution of literature, lectures or any other type of activity shall be conducted only within the parameters of the sponsorship benefits (speaking opportunity, private meeting spaces, etc.).

SHIPPING

It is recommended that all property be shipped through the official ATD shipping contractor by each Partner. San Jose McEnergy Convention Center does not accept direct shipments, so all materials must be sent through Freeman Services.

FIREPROOFING

All decorations, drapes, signs, banners, acoustical materials, hay, straw, moss, split bamboo, plastic cloth, and similar decorative materials must be flame retardant to the satisfaction of the San Jose Fire Department and State Fire Marshal. Wood, canvas, cloth, card-board, leaves, or similar combustible materials, must be completely flame retardant. Oilcloth, tarpaper, sisal paper, nylon, orlon, and certain other plastic materials cannot be made flame retardant and their use is prohibited. An official flame-retardant certificate must accompany all materials. No storage of any kind is allowed in the event space.. The San Jose McEnergy Convention Center does not provide storage for crates or freight of any kind. Partner must make arrangements with Freeman Services on-site for storage of crates, boxes and other packing materials. Open flame devices, including wax candles, are prohibited in all assembly areas. All exit doors, exit signs, fire hose cabinets, fire extinguishers, standpipes or any other fire safety equipment must be visible and accessible at all times. The San Jose McEnergy Convention Center inspects all exhibits to ensure compliance.

CONTRACT TERMS - FORM B

COPYRIGHT

Sponsors represents and warrants that it shall comply with all copyright restrictions applicable to sponsors, including but not limited to, any music performance agreement between ATD and MCI USA and ASCAP or BMI for meetings, conventions, trade shows and expositions. Partner further represents and warrants that it shall obtain any additional license or grant of authority required of Partners under the copyright laws and be prepared to present Event Management with a copy of such license or grant no less than 30 days prior to the start of the Event. Sponsor agrees to indemnify ATD and MCI USA and San Jose McEnergy Convention Center if the Sponsor fails to obtain the required license(s).

PHOTOGRAPHY/VIDEOTAPING

ATD encourages live tweeting and sharing TK content on social media networks including Facebook, Twitter, LinkedIn and Instagram as a means of sharing information and/or publicizing sessions, facilitators, or the experience in general, provided that only content excerpts are used and that presentation material is not reproduced in full. Facilitators should be referenced and cited appropriately in each case. All pictures and video should be for non-commercial purposes. Any sponsor wishing to use photography for commercial or promotional purposes should receive consent from any individual whose likeness will be used in this manner.

NOTE: Facilitators are encouraged to permit the use of social media during their session, however each speaker has the right to prohibit the capture and/or sharing of content from his or her session.

We ask that at all times, you respect the intellectual property, copyrights, or trademarks of facilitators, sponsor partners, and ATD.

INTELLECTUAL PROPERTY DISPUTES Contributory Infringement

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

Indemnification & Hold Harmless

Partner warrants that it is the owner or licensee of all intellectual property used by Partner. Partner agrees to defend, indemnify, and hold harmless ATD for any action brought against ATD and any cost incurred by ATD, including attorneys' fees, arising out of any dispute involving intellectual property owned or used by Partner in promotion thereof.

MISCELLANEOUS REGULATIONS

- a. The Partner shall not foster or conduct outside activities which would take qualified attendees from official functions during scheduled hours. Use of meeting facilities by Partners or organizations for sales or business meetings during ATD event dates must be approved in advance by Event Management. Hospitality suites shall not be open during daytime hours.
- b. All live animals are prohibited, with the exception of guide and service animals.
- c. Large helium filled balloons, such as advertising balloons, may be used only if they are securely anchored. Helium balloons may not be distributed within the facility. Helium gas cylinders used for refilling must be secured in an upright position on safety stands with the regulators and gauges protected from damage. Storage of helium compressed air cylinders is prohibited in the building.
- f. Parking is prohibited on the loading docks of the San Jose McEnergy Convention Center.
- g. Vehicles may not be displayed.
- h. Overnight storage of LPG, natural gas as fuel, or compressed gas cylinders is prohibited in the building and must be stored outside next to the outer walls. Areas enclosed by solid walls and ceilings must be provided with approved smoke detectors, which are audible outside the area of the booth. Floor plans must be submitted to the Fire Marshal for approval. A fire watch may be required as determined by the San Jose McEnergy Fire Department. Partners who plan to demonstrate fuel-burning appliances in the San Jose McEnergy Convention Center must make arrangements with the Event Coordinator 60 days prior to the event.

LEAD RETRIEVAL & GDPR COMPLIANCE

Event Management utilizes a Contractor for the purposes of offering lead retrieval services for Partners. Utilizing the Contractor's services, Partners may receive attendee contact information for those attendees who consent to be scanned on-site. ATD will make an effort to communicate with all conference attendees regarding the choice to have their badge scanned or verbally decline that request. Partners are responsible for receiving consent to scan an attendee badge on-site. 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.