

**EXHIBIT/SPONSORSHIP AGREEMENT**

**EXHIBITOR INFORMATION**

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

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Website Address: \_\_\_\_\_

**MAIN CONTACT FOR SHOW INFORMATION**

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT/SPONSORSHIP OPTIONS** (Early-bird rate ends by 3/1/2022)

	MEMBER RATE		NON-MEMBER RATE	
	Before 3/1/2022	After 3/1/2022	Before 3/1/2022	After 3/1/2022
<input type="checkbox"/> <b>Exhibit Space Package</b> (Includes Two Complimentary Convention Registrations, One 6' x 30" draped table, two stools) Please note: You will have 1' behind your table to place a ground display. The ground display must be no wider than 6' and must not exceed 8' in height. You can use a tabletop display. Tabletop displays must be no higher than 66" high by 6' wide. Total height not to exceed 8'	<input type="checkbox"/> \$3,500	<input type="checkbox"/> \$3,900	<input type="checkbox"/> \$3,950	<input type="checkbox"/> \$4,350

I am interested in the following sponsorship options. Please contact Erin Wander [ewander@acec.org](mailto:ewander@acec.org) on:

- Premier Sponsor (Includes a 6' x 10' booth and priority selection)
- Supporting Sponsor (Includes a 6' x 10' booth and priority selection)
- Patron Sponsor (Includes one standard exhibitor space and priority selection)
- Additional Sponsorship Opportunities (Exhibitor space purchase required)

**PAYMENT INFORMATION** (Minimum deposit of 50% of total exhibit booth space charge is required with this submission. Full payment of balance must be received by 4/29/2022. Agreement submitted after 4/29/2022 requires payment in full.)

**Payment by Credit Card**

Type: \_\_\_\_\_ Card #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Security Code (CVV): \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ Cardholder Zip Code: \_\_\_\_\_

\*Signature: \_\_\_\_\_

**Payment by Check**

Make Check American Council of Engineering Companies (ACEC)

Payable to: Info Line: 2022 Annual Convention Exhibit and Sponsorship

Mail Check to: ACEC, 1015 15th Street, NW, 8th Floor, Washington, D.C. 20005-2605

\*By signing this agreement, I agree to pay the stated amount and have read and will abide by the expo terms and conditions on the reverse side of the agreement.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Signature: \_\_\_\_\_

Send completed and signed agreement to: **Erin Wander at [ewander@acec.org](mailto:ewander@acec.org)**

# ACEC 2022 ANNUAL CONVENTION EXPOSITION TERMS AND CONDITIONS

**1. Terms of Agreement** It is understood that the following terms and conditions are accepted as a contract between the American Council of Engineering Companies (“ACEC”) and the Exhibitor listed on the attached Exhibit Booth and Sponsorship Agreement (the “Exhibitor”) to rent exhibit space at ACEC’s 2022 Annual Convention (the “Event”). ACEC and the Exhibitor may each be referred to as a “Party” or collectively, as the “Parties”. It is agreed that Exhibitor will abide by the rules and regulations as contained within these terms and conditions (the “Agreement”) before, during and after the Event, and by any and all agreements made by and between ACEC and the Event Location and any and all rules of the Event Location.

ACEC shall have the sole authority to interpret and enforce all rules and regulations included herein, to make any amendments thereto, and to make further rules and regulations as necessary to ensure the orderly conduct of the Event. The Parties hereby agree and acknowledge that any waiver of or failure to exercise any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.

**2. Exhibit Space Rental Rates:** All standard spaces include: One 6’ x 30’ draped table, two stools. In exchange for rental of exhibit space at the Event under the terms specified herein, Exhibitor agrees to remit the applicable 50% payment at the time of submission of the Exhibit Booth Agreement Form, or space will not be held. The remaining balance of 50% must be paid by 4/29/2022. Exhibitors that have a balance will not be allowed to set up.

**3. Subleasing Exhibitors** may not sublet their exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the Exhibitor in the regular course of business, except where such articles are necessary for proper demonstration or operation of the Exhibitor’s display, in which case the identification shall be limited to the manufacturer’s regular nameplate. Exhibitors may not permit non-exhibiting company representatives to operate from their booth. This booth rental is for exclusive use of Exhibitor’s company and its products and services. Rulings of ACEC shall, in all instances, be final with regard to use of exhibit space.

**4. Occupancy Default** Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by ACEC, and reallocated or reassigned for such purposes or use as ACEC may see fit.

**5. Cancellation or Change of Exposition** In the event that the Event Location in which the Event is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of ACEC or its agents, the Event may be canceled or moved to another appropriate location, at the sole discretion of ACEC. ACEC shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising directly or indirectly by virtue of a cause or causes not reasonably within the control of ACEC. Causes for such action beyond the control of ACEC shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, orders or regulations, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by Grand Hyatt Washington DC, municipal, state or federal laws, or acts of God. Should ACEC terminate this Agreement pursuant to the provisions of this section, the exhibitor waives any and all claims for damage arising thereof. Refunds in the event of termination shall be made to Exhibitors in the amount of the original exhibit fees less prorated adjustments based on ACEC costs incurred from staging and/or relocating the Event.

**6. Cancellation by Exhibitor** In the event of cancellation by Exhibitor, ACEC shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

**Through April 29, 2022, 50% of total booth rental/sponsorship fee;**

**After April 29, 2022, 100% of total booth rental/sponsorship space fee.**

ACEC must receive written notification of the cancellation by mail or facsimile. The date of receipt of the cancellation notice by ACEC will determine the above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, ACEC reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling Exhibitor of the obligation to pay the cancellation assessment. It is mutually agreed that by canceling exhibit booth space, the Exhibitor relinquishes all benefits included with the exhibit booth space.

**7. Limitation of Liability** ACEC shall not be liable, and Exhibitor agrees to make no claim for any reason whatsoever against ACEC, ACEC’s official exhibit services provider or Event Location, for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Event as scheduled; nor for any action or omission of ACEC. Exhibitor is solely responsible for its own exhibition materials and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood that all property of Exhibitor is in their care, custody, and control in transit to, or from, or within the confines of the Event Location and the exhibit hall. ACEC shall bear no responsibility for the safety of Exhibitor, their personnel, employees, agents or representatives or personal property.

**8. Insurance** Exhibitors shall, at their sole cost and expense, procure and maintain through the term of this Agreement, the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000 including Contractual Liability and Products Liability coverage and Workman’s Compensation in full compliance with all laws covering the Exhibitor’s employees. Such insurance shall name the following as additional insureds: ACEC, Event Location, and their respective members, officers, agents, and employees. Proof of such insurance shall be provided to ACEC or its agent or representative upon request.

**9. Installing, Exhibiting, Dismantling** Hours and dates for installing, exhibiting and dismantling shall be those specified by ACEC. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material for the Event before the specified conclusion of the dismantling period set by ACEC. Exhibitors are required to adhere to Event hours, not to dismantle the exhibit or do any packaging before the close of Event. No early breakdown will be permitted. If Exhibitor leaves the Event before teardown time, it will result in a fine of \$1,000 as well as possible exclusion from future participation at ACEC’s sole discretion.

**10. Damage to Property** Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor’s property by Exhibitor, its exhibit materials, or its employees or agents. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment. Any property destroyed or damaged by an Exhibitor must be restored to original condition by Exhibitor at the Exhibitor’s expense.

**11. Attendance** Admission policies shall remain, at all times, the prerogative of ACEC and may be revised or amended to suit unforeseen conditions.

**12. Booth Personnel – Registration and Code of Conduct** Two exhibitor representatives will be issued a complimentary Full Convention registration with each Standard Exhibit Space purchased. This badge allows access to all ACEC Convention functions open to Convention registrants. Any additional company personnel must be registered for the Convention as Full Convention registrants at the full Convention rate. Booth Personnel shall wear badge identification furnished by ACEC at all times. All exhibits must have personnel present during designated show hours.

All exhibitors and their representatives will be held by ACEC to the highest standards of personal and professional conduct. Exhibitor and its representatives agree not to disturb the activities of other exhibitor representatives, disturb or harass other exhibitors or Event attendees, precipitate the intervention of hotel security or public law enforcement, or in any other way disrupt the smooth operation of the Event. ACEC reserves the right to determine in its sole judgment when an Exhibitor and/or its representative has violated the standards of conduct, and to take whatever action ACEC deems necessary to protect the safety of Event attendees and the public, up to and including immediate termination of the Exhibitor’s exhibit privileges, expulsion from the Event Location, and barring of the Exhibitor from future exhibition with ACEC.

**13. Display** All Standard Exhibit Space must conform to the regulations set forth in the information supplied to Exhibitor by ACEC’s official exhibit services provider. ACEC-provided display items, tables, seats, etc. must remain in the rental area – exhibitor is not permitted to place additional exhibit display materials outside of the area of the allocated exhibit space. Ground supported displays must be placed in the 12 inches behind the provided 6-foot table and is not exceed 6’ wide by 8’ in height. Tabletop displays must be no higher than 66” high and 6’ wide and placed on the 6’ x 30” table with a total height not to exceed 8’. All giveaway, promotional and/or demonstration materials must be placed on the provided table. No additional structures will be placed within this standard exhibit space. ACEC shall have full authority for approval or arrangement and appearance of items displayed. Violations will be at the discretion of show management. ACEC may, at its discretion, require replacement, rearrangement, or redecoration of any item or exhibitor space, and no liability shall attach to ACEC for the costs that may be incurred by Exhibitor thereby. ACEC shall have the right to exclude or require modification of any display or demonstration at Exhibitor’s expense which, in ACEC’s sole discretion, it considers not proper or otherwise in keeping with the character of the Event. Exhibitors shall be bound by the decisions of ACEC in all matters related to the Event.

**14. Indemnification** Exhibitor agrees to defend, indemnify, and hold harmless ACEC, the Event Location, and their respective employees, agents, or representatives from and against any and all liabilities, losses, expenses (including, but not limited to, attorneys’ fees), damages, claims (including, but not limited to, claims for injury to Exhibitor, its employees, agents, representatives, or Event attendees), suits, demands, judgments and causes of action of any nature arising from or as a result of (i) the negligent performance of Exhibitor’s obligations under this Agreement by Exhibitor, Exhibitor’s agents, employees or representatives; (ii) the failure of Exhibitor, Exhibitor’s agents, employees or representatives to comply with any term or condition of this Agreement; and/or (iii) the breach of any representation or warranty given or made by Exhibitor. ACEC will have no liability whatsoever for any indirect, consequential, special or incidental damages, regardless of how those damages are incurred.

**15. Intellectual Property:** License and Infringement Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit space. No Exhibitor will be permitted to play, broadcast, or perform music or display any other copyrighted material, such as photographs or other artistic works, without first presenting to show management satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material.

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

Exhibitor warrants that it is the owner or licensee of all intellectual property used by Exhibitor at the Event or in promotion thereof. Exhibitor agrees to defend, indemnify, and hold harmless ACEC, their officers, directors, employees and agents, harmless from all loss, cost claims, causes of action, obligations, suits, damages, liability expenses, and costs including attorney’s fees arising from or out of any dispute involving intellectual property owned or used by Exhibitor at the Event or in promotion thereof.

**16. Waiver of Rights** Any rights of ACEC under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of ACEC.

**17. Relocation and Floor Plan Revisions** ACEC retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

**18. Amendment and Additional Rules** Any matters not specifically covered by the preceding rules shall be within the sole purview of ACEC. ACEC may, at any time, amend or add further rules to these terms. ACEC reserves the right to reject any application, or cancel any contract, for exhibit space for any reason.

**19. Agreement to Rules** Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitor Prospectus, and by any amendments and additional rules that may be put into effect by ACEC.

**Official representative for exhibiting company:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_