

# ACG InterGrowth® 2011 Sponsorship Agreement Form

March 21-23, 2011 • Manchester Grand Hyatt • San Diego, California



To participate as a sponsor at InterGrowth 2011, please complete this agreement form and return it to:  
ACG InterGrowth Sponsorship / Fax: 312-644-0575 / E-mail: kwolcott@acg.org

Sponsoring Company (Please PRINT company name clearly as it should appear on the Web site and in printed materials.)

Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Company URL \_\_\_\_\_

*It is understood that this application will become a binding contract upon acceptance by ACG, and incorporated into this contract are the attached terms, conditions, rules and regulations. Please sign and return this contract in its entirety.*

## Executive Contact:

Name \_\_\_\_\_ Title \_\_\_\_\_

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

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

## Logistics Contact (receives all operational correspondence, if other than executive contact):

Name \_\_\_\_\_ Title \_\_\_\_\_

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

## Company Professional Classification

Our firm is best described as a:

- Accounting Firm
- Consultancy
- Intermediary/Investment Bank
- Law Firm
- Lender
- Private Equity Group
- Service Provider
- Other (please specify): \_\_\_\_\_

- Guest Room Key Cards \_\_\_\_\_
- Conference Map & Schedule \_\_\_\_\_
- Lanyards \_\_\_\_\_
- Plasma Video Display \_\_\_\_\_
- Registration \_\_\_\_\_
- Wall Street Journal Distribution \_\_\_\_\_

### Total for InterGrowth 2011

\$ \_\_\_\_\_

## Sponsorship Selection

Sponsors are entitled to ONE item per category. Please check the box next to your selected category and indicate first, second and third choice of items. ACG will endeavor to accommodate your request based on availability. Please refer to the Sponsorship Prospectus for a complete list of category benefits.

### Diamond Sponsor – \$40,000

- ACG Capital Connection® \_\_\_\_\_
- Attendee Lounge \_\_\_\_\_
- Chapter Leadership Conference \_\_\_\_\_
- Networking Lunch – Day 1 \_\_\_\_\_
- Networking Lunch – Day 2 \_\_\_\_\_
- InterGrowth Reception \_\_\_\_\_
- ACG DealSource® \_\_\_\_\_
- Golf Simulator \_\_\_\_\_
- Golf Tournament \_\_\_\_\_
- ACG Educational Track \_\_\_\_\_

### Gold Sponsor – \$15,000

- Conference Directory \_\_\_\_\_
- Directional Kiosks \_\_\_\_\_
- Entrance Unit \_\_\_\_\_
- Event Concierge \_\_\_\_\_
- First-time Attendee Orientation \_\_\_\_\_
- Information Guides \_\_\_\_\_
- Mobile Attendee Roster \_\_\_\_\_
- Networking Discussion Forum \_\_\_\_\_
- PDA Charging Station \_\_\_\_\_
- Publication Bins \_\_\_\_\_
- Shoe Shine Stand \_\_\_\_\_
- Speaker & Media Lounge \_\_\_\_\_
- "Relaxation Zone" Seated Massage Stations \_\_\_\_\_

### Silver Sponsor – \$7,500

Please refer to Sponsorship Prospectus for a full list of category benefits.

## Additional Promotional Opportunities

- Attendee Bag Insert \$3,500
- Banners \$3,000
- Conference Content Archive \$1,000/month
- Floor Decals \$250 each or 5 for \$1,000
- Go-Bo \$5,000
- Guest Room Video \$5,000
- "InterGrowth After-Dark" Party \$5,000
- Marketing e-Blasts \$5,000 or 3 for \$10,000
- Meter Board Signage \$2,500

### Platinum Sponsor – \$25,000

- 5K Run \_\_\_\_\_
- ACG Capital Connection® PEG Profiles \_\_\_\_\_
- Attendee Bag \_\_\_\_\_
- Cyber Café \_\_\_\_\_
- Daily Continental Breakfast \_\_\_\_\_
- Daily Refreshment Breaks \_\_\_\_\_
- Early Arrivals Reception \_\_\_\_\_

## Method of Payment

- Invoice Me
- Check/Money Order Enclosed
- P.O.# \_\_\_\_\_
- VISA
- MasterCard
- American Express

Name on Card \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Please return signed agreement along with payment information via fax to 312-644-0575, or via email at kwolcott@acg.org. All payments must be made by check or money order in U.S. funds, or credit card information must accompany this form. Application will not be processed without payment. Make checks payable to Association for Corporate Growth, Inc. Cancellations must be received in writing by ACG. Cancellations received by Friday, December 3, 2010 will receive a refund of funds tendered, less a \$500 administrative fee. No refunds will be issued after December 3, 2010.

Send payment to:  
**Association for Corporate Growth, Inc.**  
2595 Paysphere Circle, Chicago, IL 60674

**Questions?** Please contact Kris Wolcott  
Tel: 312-673-4722; Fax: 312-644-0575

# 2011 SPONSORSHIP TERMS AND CONDITIONS

## ACCEPTANCE OF APPLICATION

An application for sponsorship of InterGrowth 2011 (the "Event") will not be binding on the Association for Corporate Growth, Inc. ("ACG") until accepted in writing by an authorized ACG representative, whereupon it will be a binding contract (hereafter referred to as a "Sponsorship Agreement") between ACG and the applicant (hereafter referred to as the "Sponsor"). Applications may be accepted or rejected by ACG in its sole discretion; however, applications from acceptable applicants for particular functions or promotional opportunities will be accepted on a first-come, first-served basis. ACG will use its best efforts to honor an applicant's first, second or third choice preferences for functions or promotional opportunities and, if it is unable to do so, will contact the applicant prior to acceptance of the application to determine another mutually acceptable choice.

## SPACE

ACG will assign space to a Sponsor in accordance with the Sponsor's selected sponsorship level, but ACG reserves the right to modify layouts to the extent necessary to meet the space requirements of the facility at which the Event is being held (the "Facility") and accommodate all Sponsors who are entitled to space. A Sponsor may not share, sell, assign or sublease any portion of its space (including to an affiliated company) without ACG's prior written consent. A Sponsor's activities must be confined within the assigned space and must be in support of products or services directly related to the Sponsor's normal business activities. A Sponsor has the sole responsibility for any loss of its personal property at its space.

## OTHER ACTIVITIES

In the interest of insuring the success of the Event and avoiding dilution of the benefits of sponsorship to all Sponsors, a Sponsor may not extend invitations, call meetings or otherwise encourage absence of other Sponsors or attendees from the Event or the Facility during the official hours of the Event or any function sponsored in connection with the Event by ACG or its official sponsors without prior notice to and approval by ACG.

## LICENSES

As a condition to the sponsorship, a Sponsor will be deemed to have granted ACG the right to use the Sponsor's name and logo in connection with the promotion and production of the Event. A Sponsor may use the Event name before and during the Event solely to promote its participation in the Event and solely in compliance with such guidelines as are provided by ACG from time to time. A Sponsor may use Event attendee lists provided to it by ACG solely for the Sponsor's own business promotional activities, and may not provide the list to any other person or entity (including any affiliated company) or use the lists for any other purpose.

## LEGAL COMPLIANCE

A Sponsor must comply with all applicable laws, regulations and ordinances in connection with its participation in the Event, including but not limited to rules of the Event Facility. A Sponsor may not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution or posting of copyrighted or trademarked material without a license, assignment or other legally effective permission.

## BUSINESS DESCRIPTION

A Sponsor will be entitled to publication of a description of its business in materials relating to the Event in accordance with the Sponsor's selected level of sponsorship. The Sponsor will provide such description on or prior to a deadline established by ACG and will be responsible for the accuracy of all information included in such description, subject to ACG's right to edit copy as it determines appropriate.

## TERMINATION OF SPONSORSHIP AGREEMENT

A Sponsor may terminate its Sponsorship Agreement on or before December 3, 2010 by written notice to ACG, in which event the Sponsor will be entitled to a refund of its sponsorship payments, less a \$500 processing fee. Sponsors who submit their Sponsorship Agreement after December 3, 2010, may terminate the Sponsorship Agreement and receive a refund of the sponsorship payments only in the case of material breach of the Sponsorship Agreement by ACG prior to occurrence of the Event, which breach is not cured within 30 days following written notice of the breach. ACG may terminate a Sponsorship Agreement only in the case of material breach of the Sponsorship Agreement by the Sponsor which is not cured within 30 days following written notice of the breach.

## LIMITATION OF LIABILITY

Neither ACG nor a Sponsor will be liable in any manner for failure or delay of fulfillment of all or part of such party's obligations under a Sponsorship Agreement owing to any causes or circumstances beyond its reasonable control, including, without limitation, acts of God, government orders, war, acts of terrorism, strikes, lockouts, fires and floods (each a "Force Majeure Event"). If the Event is cancelled because of a Force Majeure Event, ACG will refund to a Sponsor the sponsorship payments previously remitted to ACG to the extent that ACG has not expended such payments in connection with the planning of the Event or is able to recover such payments from the Facility and other vendors.

UNDER NO CIRCUMSTANCES WILL ACG BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST INCOME OR PROFITS.

## NO WARRANTY

ACG makes no representations or warranties of any kind, express or implied, regarding the Event, the number of persons who will attend the Event or the benefits that will accrue to a Sponsor from its sponsorship. Details of the Event are subject to change, and a Sponsor will be notified in advance of any change directly affecting the Sponsor.

## GENERAL RELEASE AND INDEMNIFICATION

As a condition of its participation in the Event, each Sponsor releases, and agrees to indemnify and hold harmless, ACG and its officers, directors, members and agents, including its event management firm from any and all loss, damage, claim or expense (including reasonable attorneys' fees) that arise out of or relate to the Sponsor's participation in the Event, other than claims relating to material breach by ACG of its obligations under the Sponsorship Agreement.

## CONSENT

Each Sponsor acknowledges that the Event and Sponsor representatives participating in the Event may be photographed, and that proceedings of the Event, including proceedings in which Sponsor representatives participate, may be recorded. Each Sponsor authorizes ACG to display, distribute, redistribute, record, transcribe, modify, reproduce, publicly perform and transmit in any form (and for any purpose) any such photograph or recording of the Event, and agrees to execute any additional release presented by ACG in connection with such activity or to give effect to this provision.

## GOVERNING LAW AND JURISDICTION

Sponsorship Agreements will be governed by, construed and enforced in accordance with the internal laws of the State of Illinois, without regard to conflict of law provisions. All claims or disputes arising from or in connection with a Sponsorship Agreement, or as a result of the relationship created by it, will be adjudicated only by the state or federal courts sitting in Chicago, Illinois.

## MISCELLANEOUS

When accepted by ACG, a Sponsorship Agreement will constitute the entire agreement between the Sponsor and ACG concerning its subject matter, and may only be modified or waived in a writing signed by the parties. If any term of the Sponsorship Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. A Sponsor may not assign its Sponsorship Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without ACG's prior written consent.