

## ***Chapter Sponsorship Terms & Conditions***

### **ACCEPTANCE OF AGREEMENT**

An agreement with the Association for Corporate Growth, Inc. (“ACG”) and all ACG Events (“Events”) and ACG Programs, including overarching Chapter Sponsorships, (“Programs”) will not be binding on 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”).

An e-mail agreement is considered binding.

### **SPACE**

ACG will assign space at Events to a Sponsor in accordance with the Sponsors 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 ensuring the success of Events and avoiding dilution of the benefits of sponsorship to all Sponsors, a Sponsor may not host an event, extend invitations, call meetings or otherwise encourage absence of other Sponsors or attendees from ACG Events or the Facility during the official hours of the Events or any function sponsored in connection with the Events 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 Events and Programs. A Sponsor may use the Event or Program name before and during the Event or Program solely to promote its participation in the Event or Program and solely in compliance with such guidelines as are provided by ACG from time to time. A Sponsor may use Event or Program attendee lists provided to it by ACG solely for the Sponsors 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 Events and Programs, 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 Events or Programs, 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 Events or Programs in accordance with the Sponsors 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**

Sponsorships are considered null and void only if payment hasn't been received sixty (60) days after receiving the invoice or prior to the Event or Program, whichever comes first. 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 thirty (30) days following written notice of the breach. If breach occurs, sponsorship dollars will be refunded, minus a \$500 processing fee.

## **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, pandemics, acts of terrorism, strikes, lockouts, fires and floods (each a "Force Majeure Event"). If an Event or Program 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 Program or is able to recover such payments from the Facility and other vendors.

UNDER NO CIRCUMSTANCES WILL EITHER ACG OR SPONSOR 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 Events or Programs, the number of persons who will attend Events or Programs or the



benefits that will accrue to a Sponsor from its sponsorship. Details of Events and Programs 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 Sponsors participation in Events or Programs, other than claims relating to material breach by ACG of its obligations under the Sponsorship Agreement.

### **CONSENT**

Each Sponsor acknowledges that their attendees to any Events and Programs must abide by the [ACG Member Code of Conduct](#). If attendees do not act in accordance, the Sponsorship Agreement can be terminated without refund.

Each Sponsor acknowledges that Events and Sponsor representatives participating in an 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 an 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. If a Chapter has specific conditions based on their event needs, the Chapter will provide language in the Sponsorship Agreement and is considered part the overarching Terms & Conditions.