



# APPLICATION AND SPONSORSHIP CONTRACT

Event: \_\_\_\_\_

Date(s): \_\_\_\_\_ Location: \_\_\_\_\_

## NCSI®

This Application and Contract for Sponsorship at the above named event by and between **National Conference Services, Inc. (NCSI)** and your Company (Sponsor) will become effective upon acceptance of this Agreement by National Conference Services, Inc.

### 1. SPONSOR INFORMATION:

Sponsor Name D/B/A: \_\_\_\_\_

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

Company Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Address 1 (No PO Boxes): \_\_\_\_\_

Address 2: \_\_\_\_\_

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

Country & Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Website URL: \_\_\_\_\_

**2. BINDING CONTRACT:** The Sponsor agrees that upon acceptance of this Application and Contract by NCSI it shall become a legally binding contract enforceable against the Sponsor in accordance with its terms and conditions. This contract is binding on the parties and their respective personal representatives, successors and assigns. NCSI may, in its sole discretion, without the written consent of the Sponsor, assign its rights and/or liabilities hereunder and in such event NCSI shall provide written notice of the assignment to Sponsor. By the below signature, the individual signing this contract represents and warrants that he/she has read each page of this contract and is duly authorized to execute this binding contract on behalf of the Sponsor. The Sponsor agrees to be bound by the terms on all 3 pages herein. Contract acceptance by NCSI is required.

Authorized Agent (Print): \_\_\_\_\_

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

### 4. PROMOTIONAL OPPORTUNITY PRICING:

Exhibit Space / Virtual Industry Presentation \$ \_\_\_\_\_

Sponsorship: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### 5. CREDIT CARD PAYMENT:

All credit card refunds subject to a 3% administrative fee.

CC#: \_\_\_\_\_ Exp.: \_\_\_\_\_

Total Charge: \$ \_\_\_\_\_ Card Security Code: \_\_\_\_\_

Name on Card (Print): \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### 6. INVOICE / PURCHASE ORDER: Total Amount: \$ \_\_\_\_\_

Purchase Order No. (Attach Form Required): \_\_\_\_\_

Bill To Name: \_\_\_\_\_

Bill To Title: \_\_\_\_\_

Bill To Company: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**7. PAYMENT TERMS:** The entire total cost must be paid in full thirty (30) days prior to the event start date. Please make all checks payable to National Conference Services, Inc. and mail with this Application and Contract as follows:

National Conference Services, Inc.  
P.O. Box 64466  
Baltimore, MD 21264-4466

**3. NCSI ACCEPTANCE: NCSI Use Only**

Sponsor Account No.: \_\_\_\_\_

Total Fee(s) Amount: \$ \_\_\_\_\_

NCSI Account Exec Name (Print): \_\_\_\_\_

NCSI Authorized Signature: \_\_\_\_\_

Contract Execution Date: \_\_\_\_\_

**7. PAYMENT TERMS (continued):** The Sponsor is responsible for making payment(s) when due. Failure to make payment(s) does not cancel Sponsor's liability. Sponsor agrees to pay all fees associated with collection efforts, including, but not limited to, attorney fees of 25% of the amount owed and interest charges at the highest rate allowed by law. NCSI is not responsible for collecting payments from third parties or from outsourced payment processing services or from the Sponsor's computerized on-line payment portal. Upon request, NCSI may provide the Sponsor with an invoice for any unpaid fees as a courtesy and not as a term or condition of this contract. NCSI reserves the right to deny services to Sponsors with overdue account balances.

**8. CANCELLATION BY SPONSOR:** All cancellations must be in writing and shall become effective when received by NCSI. Both the Sponsor and NCSI acknowledge that NCSI will sustain substantial losses if the Sponsor cancels this contract. Even though NCSI will exercise its best efforts to mitigate the damages associated with the Sponsor's cancellation, the parties agree that NCSI will nevertheless incur substantial losses that cannot be precisely determined. Accordingly, Sponsor agrees to waive any and all related future claims and to pay NCSI the following fee as liquidated damages, and not as a penalty:

- Sponsor shall be liable for 0% of the contracted sponsorship cost when written cancellation notice is received sixty (60) days prior to the event start date.
- Sponsor shall be liable for a non-refundable fee of 50% of the contracted sponsorship cost when written cancellation notice is received by NCSI between fifty-nine (59) and forty-five (45) days prior to the event start date.
- Sponsor shall be liable for a non-refundable fee of 100% of the contracted sponsorship cost when written cancellation notice is received by NCSI forty-four (44) days or less prior to the event start date.

Liquidated damages retained and/or collected by NCSI, including credit card payments, shall be considered fully earned by NCSI and non-refundable. Unused credit left on account shall expire on December 31, 2022 at which time shall be considered fully earned by NCSI and non-refundable.

**9. TERMINATION BY NCSI:** This contract may be terminated by NCSI for failure to make payment(s) when due and/or failure to comply with any of the terms and conditions contained herein. If this contract is terminated by NCSI, Vendor will be notified in writing. Upon such termination, NCSI may, in its sole discretion, assign or reassign the promotional opportunity to any other Vendor.

**10. POSTPONEMENT AND/OR CHANGE OF VENUE:** NCSI and the federal Government, in their sole discretion, shall have the right to change the location city, venue and/or the date(s) of the event. **NCSI and the federal Government shall also have the right to conduct the event virtually on an on-line platform if necessary due to COVID-19 considerations in which case sponsored event materials and supplies shall be fulfilled by common carrier.** Vendor will be notified in writing of such change and will have fourteen (14) days from the date of notification to cancel participation in the event without penalty. If NCSI is not notified in writing within the fourteen (14) days, this contract will be enforceable as written. Fees paid by Vendor shall be either credited to a future NCSI event selected by the Vendor or refunded on a prorated basis less NCSI's direct costs, reasonable overhead expenses, and a 3% administrative fee on all credit card refunds. Unused credit left on account shall expire on December 31, 2022 at which time shall be considered fully earned by NCSI and non-refundable. In all cases liquidated damages and refunds of fees remain subject to SECTION 8.

**11. EVENT CANCELLATION:** NCSI and the federal Government, in their sole individual discretion, reserve the right to cancel this event or any part thereof without any liability for the fulfillment of this contract and all fees paid by Vendor shall be either credited to a future NCSI event selected by the Vendor or refunded on a prorated basis less NCSI's direct costs, reasonable overhead expenses, and a 3% administrative fee on all credit card refunds. Unused credit left on account shall expire on December 31, 2022 at which time shall be considered fully earned by NCSI and non-refundable.

**12. LIABILITY & INDEMNIFICATION:** Sponsor agrees that NCSI, the hosting organization, co-sponsoring organization(s), the venue, its owner and its management company, and their respective employees and agents are not liable for any theft, damage or loss to or of the Sponsor's property or for any injury that may occur to the Sponsor, its agents, employees, guests or business invitees. The Sponsor assumes the entire responsibility and liability for losses, damages, and claims arising out of Sponsor's activities in the venue premises or at the event and will indemnify, defend, and hold harmless NCSI, the venue, its owner, and its management company, as well as their respective agents, servants, and employees from any and all claims, demands, judgments, settlements, attorney's fees, or other costs/expenses.

**13. GOVERNING LAW AND JURISDICTION:** This contract shall be governed by and subject to the laws of the State of Maryland and all matters whether sounding in contract or in tort relating to the validity, construction, interpretation and enforcement of this contract shall be heard in the appropriate Court for, at NCSI's option, either Howard County, Maryland or Montgomery County, Maryland, which Court shall have exclusive jurisdiction and venue. Each of the parties hereby waives trial by jury in any action, proceeding or counter-claim arising out of or in any way connected with this contract.

**14. FEDERAL GOVERNMENT SPONSORS:** In the event of a conflict between this contract and federal law and/or the Federal Acquisition Regulations (FAR), then the federal law, jurisdiction and/or FAR shall prevail.

**15. NO PRODUCT ENDORSEMENTS:** NCSI, the federal government, the sponsoring organization, co-sponsoring organization(s) and the hosting organization do not approve, endorse or recommend the use of any specific commercial product or service. Sponsor will not represent, advertise, communicate or imply either verbally or in writing, that its products or services are approved, endorsed, or recommended by NCSI or any of the aforementioned organizations.

**16. MODIFICATIONS:** To ensure fairness and a level playing field for all sponsors and to avoid any appearance of impropriety or the preferential treatment of any commercial vendor, NCSI will not negotiate, change or modify the terms and conditions contained herein.

**17. SEVERABILITY:** The invalidity or unenforceability of any particular provision of this contract shall not affect the other provisions, and this contract shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

**18. NOTICES:** All notices shall be given in writing and shall be deemed to have been duly given 1) upon receipt, if delivered by hand, recognized overnight courier, facsimile or e-mail; or 2) one (1) day following the date of posting, if mailed postage prepaid by certified or registered mail, return receipt requested.

**19. NO WAIVER:** No failure on the part of any party at any time to require the performance by any other party of any term of this contract shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of any party of any term of this contract shall be taken or held to be a waiver of any other term hereof or the breach thereof.

**20. INSURANCE:** Sponsor must carry general business liability insurance and property damage insurance for the full replacement value of all its property. Sponsor must also carry worker's compensation insurance coverage in compliance with all laws and regulations covering Sponsor's employees.

**21. TAXES:** Sponsor shall pay (if any) all taxes, including but not limited to, sales & use taxes, value added taxes, and all other fees and assessments levied or required to be paid by any foreign government, the United States, any state or local government in connection with Sponsor's participation in the event. In the event NCSI pays any of the aforementioned items on behalf of the Sponsor, either now or in the future, then Sponsor agrees to reimburse NCSI within thirty (30) days upon presentation of an invoice.

**22. UNAUTHORIZED ACTIVITIES:** Sponsors may not promote, host or participate in any event, conference, meeting, party, reception, hospitality suite, social activity, mobile exhibit or product demo for and/or with event attendees, whether on-property or off-property, without a properly executed NCSI sponsorship contract and the express written permission of NCSI and the hosting government organization. Sponsor must provide NCSI, along with this contract, a detailed written description of the proposed activity. Activities must comply with all applicable laws, government regulations, venue rules and NCSI policies. The Sponsor agrees to pay NCSI the fee stated in the published rate schedule (or the equivalent thereof) for any unauthorized activities at this event.

**23. DISTRIBUTION OF PRINTED MATERIALS, PROPERTY AND/OR SERVICES:** Sponsor may provide, and/or distribute printed materials only within its exhibit space. Distribution of printed materials, handbills, printed invitations, and the posting of signs and posters in common areas is prohibited. Publication bins located at the event are reserved for NCSI approved publications. Sponsor may not distribute tangible property (e.g. gifts, promotional items, samples, refreshments, printing, toys, prizes, etc.) or provide personal services with a value greater than \$20 to any event attendee or participant. Luxury items (e.g. massage stations, shoe shines, alcoholic beverages, cigars, limousines, etc.) may not be served without the prior written approval of NCSI. All aforementioned items must comply with established government ethics regulations. No raffles and/or contests may be conducted without the prior written approval of NCSI, which approval is in the sole discretion of NCSI.

**24. EVENT PROMOTIONS:** Event advertising and promotions by the Sponsor must be targeted to appropriate government / trade personnel only and not to the general public. Advertising and promotion of the event to the general public (e.g. radio, television, newspaper, etc.) is strictly prohibited unless approved in writing in advance by NCSI. Trade advertising and promotion of the event by the Sponsor must include the official event logos, graphical images, event descriptions, hyperlinks and other social media, email marketing, and website tools developed for the event by NCSI and made available to Sponsor via download on NCSI's website.

**25. ATTENDANCE:** NCSI makes no representations or warranties with respect to the demographic make-up and/or number of attendees at this event.

**26. ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties and supersedes all prior negotiations, agreements and understandings with respect to the subject matter hereof. This contract is not subject to or contingent upon the Sponsor's purchase order, the Sponsor's policies or payment terms, the Sponsor's agreement(s) with its subcontractors, representations and certifications or Sponsor's supplier and/or vendor documents of any kind. This contract may only be amended by a written agreement duly executed by the Sponsor and a corporate officer of NCSI.