



TechKnowledge® 2024 Sponsorship Application & Contract

JW Marriott | Los Angeles, CA | February 7-9, 2024

COMPANY ACCEPTANCE: This document, when signed by the contracting company as designated herein ("Sponsor") constitutes a binding, irrevocable, legal agreement between Sponsor and the Association for Talent Development ("ATD"). Sponsor does hereby apply for a sponsorship and space reservation at the TechKnowledge® 2024. 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 exhibit fee, this Contract shall become a legally binding contract; enforceable against Sponsor in accordance with its terms. Sponsor agrees to be bound by the Application & Contract and/or any other regulations issued prior to the exposition by ATD. By signing this contract, Sponsor agrees they are responsible for full payment. Sponsor also agrees to comply with all federal, state and local laws, as well as the rules of the Location: JW Marriott | Los Angeles, CA. MCI USA is working on behalf of ATD as an agent and independent contractor of ATD.

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

MCI USA
849 Farimount Ave
Suite 102
Towson, MD 21286

Co-Headline Sponsor: \$25,000\$
SEE PROSPECTUS FOR SPONSORSHIP DELIVERABLES

Enterprise Sponsor: \$15,000 **SOLD**
SEE PROSPECTUS FOR SPONSORSHIP DELIVERABLES

Event Sponsor with Demo: \$7,500\$
SEE PROSPECTUS FOR SPONSORSHIP DELIVERABLES

Contracting Company Name:
Sponsoring As Name (if different from above):
Company Address:
City: State: Zip:
Phone: Website:
Contact: Email:
Sponsor Contact: Sponsor Email:
Special Instructions:

Payment Method (Choose One)

☐ **Check or ACH/Wire.** Invoice us at the above address. Total contract amount will be invoiced as soon as contract is processed. Payment is due upon receipt of invoice.

☐ **Credit Card.** Email a secure online Credit Card Authorization form to this

Name and Email address:

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

Signature:	Date:
Print name/title:	
<p>This agreement is non-cancellable. This document when signed by the contracting company constitutes a binding and irrevocable legal agreement. The individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the contracting company. Terms are enforced regardless if Sponsor does not attend the conference. (Should the agreement be referred to a collection agency/attorney for any reason Sponsor is responsible to pay a 25% attorney fee plus interest, lost discounts, and costs associated with any and all collection efforts.)</p>	

Email back to MCI USA at atdsales@wearemci.com

TERMS

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 Sponsor's sole expense. Sponsor hereby authorizes Event Management to provide Sponsor'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. Sponsor 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 Sponsor 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 JW Marriott 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 Sponsors for advertising purposes is strictly prohibited. Sponsors who sell items for delivery as the event may be required to collect and remit city and state sales taxes. If a Sponsor 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 Sponsor. JW Marriott 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 Los Angeles 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 JW Marriott does not provide storage for crates or freight of any kind. Sponsor 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 JW Marriott inspects all exhibits to ensure compliance.

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. Sponsor further represents and warrants that it shall obtain any additional license or grant of authority required of Sponsors 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 JW Marriott if the Sponsor fails to obtain the required license(s).

SHARING AND SUBLETTING

Sponsor agrees not to assign or sublet the whole or any portion of the sponsor benefits covered by this contract, including clients or partners of an organization.

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, Sponsors, 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 Sponsor disputes or provide legal advice. Sponsor 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

Sponsor warrants that it is the owner or licensee of all intellectual property used by Sponsor. Sponsor 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 Sponsor in promotion thereof.

MISCELLANEOUS REGULATIONS

- a. The Sponsor shall not foster or conduct outside activities which would take qualified attendees from official functions during scheduled hours. Use of meeting facilities by Sponsors 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 JW Marriott.
- 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 Los Angeles Fire Department. Sponsors who plan to demonstrate fuelburning appliances in the JW Marriott must make arrangements with the Event Coordinator 60 days prior to the event.

LEAD RETRIEVAL & GENERAL DATA PRIVACY

Event Management utilizes a Contractor for the purposes of offering lead retrieval services for Sponsors. Utilizing the Contractor's services, Sponsors 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. Sponsors are responsible for receiving consent to scan an attendee badge on-site.

Sponsor assumes responsibility for the processing and control of 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 processional 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.