



**POLYURETHANES**  
TECHNICAL CONFERENCE

October 1-3, 2018  
Atlanta Marriott Marquis  
Atlanta, Georgia

## MEDIA SPONSOR CONTRACT

Send all sponsorship materials to:  
Novack Management, Inc.  
164-24 97<sup>th</sup> Street  
Howard Beach, NY 11414  
Tel: 718-578-4658 Fax: 718-848-5095  
mary@novackmanagement.com

### SPONSOR INFORMATION

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

### SPONSORSHIPS (opportunities are described in more detail below please circle the sponsorship(s) you would like to reserve)

- Gold Conference Media Sponsorship
- Silver Conference Media Sponsorship
- Bronze Conference Media Sponsorship

ACC, the Center for the Polyurethanes Industry (CPI) of ACC, and Conference Management will attempt to honor your selection; however, opportunities are limited and final decisions regarding assignment and sponsorship are the sole discretion of ACC and CPI.

### SIGNATURE

**SPONSOR HAS READ THE SPONSORSHIP TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT.**

Sponsor understands this agreement shall be legally binding between the American Chemistry Council (ACC) and Sponsor only upon acceptance in writing by ACC. Any modification to this Agreement must be made in writing and agreed to by all Parties. This Agreement may be executed in counterparts, with all such counterparts constituting one Agreement. This Agreement may be executed and delivered by facsimile or by email, and such signature shall be treated as an original.

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

Name (Please print): \_\_\_\_\_ Phone: \_\_\_\_\_

Conference Management: \_\_\_\_\_ Date: \_\_\_\_\_

## 2018 POLYURETHANES TECHNICAL CONFERENCE SPONSOR AGREEMENT

Sponsor agrees to abide by the terms and conditions of this Agreement

1. Definitions. (a) "Sponsor" means the applicant identified on the front hereof; (b) "Conference" means the 2018 Polyurethanes Technical Conference; (c) "CPI" means the Center for the Polyurethanes Industry of the American Chemistry Council; "ACC" means the American Chemistry Council, Inc., and its agents, employees and affiliates; (d) "Hall" means the facility in which the Conference is conducted; (e) "Conference Management" means Novack Management, Inc.
2. Eligibility. ACC has the sole right to accept or decline a Sponsor Agreement and to determine the eligibility of any Sponsor for inclusion in the Conference. Sponsor Agreements will be accepted or declined based on the proposed products and/or services of Sponsor. Acceptance of Sponsor Agreement and Conference Sponsorship does not carry ACC's or CPI's endorsement of the products or services of that Sponsor.
3. Payment. Sponsor agrees to pay all sponsorship fees. ACC, CPI or Conference Management are not responsible for any bank fees. No Sponsor will be permitted to retain a sponsorship without prior full payment. If the sponsorship fee is not paid within 30 days of mailing of invoice by CPI, ACC and CPI reserve the right to cancel Sponsor Agreement and reassign and/or re-sell sponsorship.
4. Sponsor Cancellation. All sponsorship fees are nonrefundable, regardless of the reason for cancellation or whether ACC, CPI and Conference Management are able to resell the sponsorship.
5. Cancellation of the Sponsorship /Conference. ACC or CPI will cancel the sponsorship if (1) payments are not made according to the payment schedule or (2) if the sponsor fails to comply with this Agreement. ACC and CPI also reserve the right to cancel or substitute a publication and/or event of equal or greater value and/or exposure.
6. Distribution of Materials. Sponsor has the right to distribute materials at their sponsored activity and other approved locations, as specified by CPI. Materials may not be distributed at any other location. Samples of all sponsor collateral material must be sent to CPI prior to the Conference for approval. ACC and CPI reserve the right to withhold approval and refuse the distribution of any items for any reason ACC or CPI deems fit or proper. No signs, posters, literature or announcements are permitted in the Hall or official hotels except at an approved sponsored activity unless CPI otherwise provides prior approval.
7. Limitation of Liability. Neither ACC, CPI, its officers, directors, employees, members, or agents, nor Conference Management, nor the Hall, nor the legal entities that own, lease or operate the Hall will be responsible or liable for injury to any person or persons or for loss or damage to any Sponsor's property or any person or persons while in transit to or from or while in the Hall.
8. Indemnification/Insurance. Sponsor indemnifies and agrees to hold harmless ACC, CPI, Conference Management, and Hall Management, their agents, members, officers, directors and employees against any and all liability whatsoever arising from any or all damages to property or personal injury caused by an Sponsor, his/her agents, representatives, and employees. Sponsor assumes complete responsibility and liability for all loss, damage, or destruction of the property of Sponsor, its agents and all of the Hall Management's property used by Sponsor or brought into the Conference facility on its behalf. Sponsor also assumes full responsibility for all injury to any and all persons or property that is in any way connected with Sponsor's property, including equipment, or caused by Sponsor, his/her agents, representatives or employees. Sponsor agrees to maintain adequate insurance to fully protect ACC, CPI staff, their members, and Conference Management and will show proof of insurance to CPI, if requested. Sponsor is responsible for the safety of its property, and employees, against robbery, burglary, theft or damage by fire or any other cause.
9. Use of Trademarks. Sponsor represents and warrants that it has the power and authority to grant, and does hereby grant to ACC and CPI a non-exclusive, non-transferable, royalty-free, worldwide license to reproduce and display all logos, trademarks, trade names and similar identifying material relating to Sponsor (the "Sponsor Marks") solely in connection with the promotion, marketing and distribution of the parties in accordance with the terms this Agreement, provided, however, that ACC and CPI shall, other than as specifically provided for in this Agreement, not make any specific use of any Sponsor Mark without first submitting a sample of such use to Sponsor and obtaining its prior approval, which shall not be unreasonably withheld. Sponsor agrees to indemnify and hold harmless ACC and CPI, their agents, members, officers, directors and employees from any and all claims for monetary awards, including but not limited to reasonable attorney's fees, made by third persons relating to or arising from any third-party claims arising from the use of ACC and CPI of Sponsor Marks.
10. Damages. Sponsor waives all claims of any kind against ACC, CPI or any of ACC or CPI's directors, officers, members, employees, or agents, and Conference Management arising from the conduct of the Conference. Sponsor agrees that none of the parties referred to in this Sponsorship Agreement shall be liable for any loss or damage to Sponsor including loss or damage to Sponsor's business by reasons of failure to hold the Conference or for any action of ACC or CPI, its directors, officers, employees, members, or agents and Conference Management.
11. Force Majeure. ACC, CPI and Conference Management are not liable for delays in delivery and/or non-delivery as the result of an Act of God, action by any government or quasi-government entity, fire, flood, insurrection, terrorism or terrorist act, riot, explosion, embargo, strikes, whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the reasonable control of ACC, CPI or Conference Management affecting the production or delivery in any manner.
12. Compliance with Applicable Laws. Sponsor agrees to abide by all pertinent laws, ordinances, rules, workers compensation, regulations and codes of duly authorized local, state, and federal governing bodies, concerning licensing, taxation, fire, safety and health, together with the rules and regulations of the exhibition Hall facility.
13. Errors and Omissions. Sponsor agrees that ACC and CPI will not be liable for any errors or omissions in the Conference directory or other Conference materials.
14. Compliance Enforcement. ACC and CPI shall have full discretion in the interpretation and enforcement of all terms governing Sponsorship Agreement and may adopt further terms as may be deemed necessary by it for the general success of the Conference, including amending and interpreting the terms stated in this Agreement and Hall contract(s) to which ACC or CPI is a party. All matters and questions not covered by the Sponsorship Agreement shall be the final judgment and decision of ACC and CPI. Sponsor agreed to be bound by ACC and CPI's decision.
15. Relationship of the Parties. The parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect.
16. Amendments to Terms. Any matters not specifically covered by the proceeding terms and conditions may be amended at any time by ACC or CPI staff designate, and all amendments so made shall be binding on Sponsor equally with the foregoing terms.
17. Miscellaneous. All terms and conditions of this Agreement shall be binding upon the parties and their representatives. If any term of this Agreement shall be declared invalid or unenforceable, then the remainder of this Agreement shall continue in full force and effect. This Agreement is not assignable or transferable by Sponsor except with the prior, written consent of ACC. ACC may assign its rights and/or delegate its duties under this Agreement, in whole or in part, without prior written consent of Sponsor. This Agreement states the complete agreement and understanding of the parties. The laws of the Commonwealth of Virginia, United States of America shall govern this Agreement.

## Media Sponsorship Opportunities for the 2018 Polyurethanes Technical Conference

The Center for the Polyurethanes Industry invites members of the media to sponsor the 2018 Polyurethanes Technical Conference in Atlanta, Georgia from October 1-3. These sponsorships offer high visibility to over 1,000 polyurethanes professionals.

### **Gold Level Conference Media Sponsor: \$20,000 value**

*Media Sponsor to provide the following:*

- Three full page ads in conference publication(s)
- One banner, provided by CPI, on sponsor's website for four full months leading to the Conference
- Featured article in publication up to two full months prior to the Conference (copy will be written and selected by CPI)
- Onsite reporting of the Conference for publication, website, and/or blog
- Event listing on Sponsor's online and print event calendars

*In return, CPI will provide the following:*

- Name and logo in Final Program and mobile app banner
- Recognition as Sponsor for one technical session and either Opening or Closing Session (both sessions to be selected by CPI)
- Logo on signage for either Opening or Closing Session and Conference Program Board located in registration area
- Sponsor publication made available in the registration area
- Table-Top exhibit space
- Two complimentary full Conference registrations

### **Silver Level Conference Media Sponsor: \$10,000 value**

*Media Sponsor to provide the following:*

- One Full page ad in industry publication
- One banner, provided by CPI, on Sponsor's website for four full months leading up to the Conference
- Featured article in publication two months prior to the Conference (article selected by CPI)
- Onsite reporting of the Conference for publication, website, and/or blog
- Event listing on Sponsor's online and print event calendars

*In return, CPI will provide the following:*

- Name and logo in Final Program and mobile app banner
- Recognition as Sponsor for one technical session (session to be selected by CPI)
- Logo on signage for specific technical session (selected by CPI)
- Sponsor publication made available in the registration area
- Table-Top exhibit space
- One complimentary full Conference registration

**Bronze Conference Media Sponsor: estimated \$5,000 value**

*Media Sponsor to provide the following:*

- One half page ad in industry publication
- One banner, provided by CPI, on Sponsor's website for two full months leading up to the Conference
- Event listing on Sponsor's online and print event calendars

*In return, CPI will provide the following:*

- Recognition as a Conference media sponsor
- Sponsor's name and logo in Final Program and mobile app
- Sponsor publication made available in the registration area
- One complimentary full Conference registration