



NECA 2009 Seattle Sponsorship Application

All requests must be in writing, submitted on the official form provided. Fax transmissions of the sponsorship application form will be accepted. Sponsors will receive written confirmation of acceptance following receipt of the Sponsorship Application. Sponsorships are on a first-come, first-served basis; if the item you select is no longer available, you will be contacted to discuss alternative sponsorships. If you are interested in exclusive sponsorship or a customized package, please contact us immediately.

IDENTIFICATION INFORMATION

The following information will be listed when recognizing the sponsor in directories, general sessions and any other printed or video materials.

Company Name _____ Contact/Title _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____ Email _____

Please supply a full-color digital file of your company logo for use in recognition materials when submitting this form.

SPONSORSHIP SELECTION *(Please list desired sponsorships)*

ACCEPTANCE AND PAYMENT METHOD

ACCEPTANCE We understand that this application becomes a binding contract upon acceptance by NECA and is subject to all the terms, conditions, rules and regulations that hereto constitute a part of, or are include in this application and contract. NECA reserves the right to reject any sponsorship application for any reason.

NOTE THE NEW PAYMENT SCHEDULE. Your 50% non-refundable, non-transferable deposit **MUST** accompany your completed application in order to be processed. The final 50% payment is due on or before July 15, 2009. If a Sponsorship is committed to after July 15, 2009, payment in full is expected with this application.

Visa MasterCard American Express Check Enclosed (check # _____)

Credit Card # _____ Exp. Date _____ Card Verification # _____

Amount to Charge _____ Name on Card _____

Billing Address _____ City/State/Zip _____

Signature _____ Date _____



SEND YOUR COMPLETED APPLICATION TO:

The NECA Show
3 Bethesda Metro Center,
Suite 1100
Bethesda, MD 20814
770-632-7922 fax

QUESTIONS?

Contact **Julie Duda** at
770-632-0044 or
exhibitsales@necanet.org

MAKE CHECKS PAYABLE TO NECA AND MAIL PAYMENTS TO:

NECA
PO Box 17033
Baltimore, MD 21297-1033

CONTRACT TERMS AND CONDITIONS

This Contract, properly executed by Sponsor, shall upon written acceptance by NECA, constitute a valid and binding Contract.

Term of Contract: In order for Sponsor to qualify for a sponsorship, Sponsor must occupy booth space at NECA 2009 Seattle pursuant to a fully executed Exhibit Space Contract executed by and between the parties. Sponsor agrees to abide by all Show rules and regulations. Sponsor is responsible for obtaining applicable permits or licenses required by law and shall abide by all federal, state and local laws. Sponsor is responsible for the payment of all taxes, fees and charges required by any legal authority associated with the Sponsorship. During the term hereof, Sponsor shall not under any circumstances, without the express prior written consent of NECA, promote or allow the promotion of any trade show or other exposition of any kind, other than the NECA Show, through the Materials (as hereinafter defined), or any other media or communication of any kind which may be displayed or distributed by or on behalf of Sponsor in or about the Building (including, without limitation, Sponsor's booth space).

Signs and Advertising: Any demonstrations, signs and/or solicitations shall be permitted only in areas designated in NECA's sole discretion. Distribution by Sponsor of any printed matter, samples or other articles shall be restricted to the areas designated in NECA's sole discretion and subject to NECA's prior written consent. Sponsor shall not have or operate any display or exhibit, which in the sole discretion of NECA, is the source of objectionable noises, odors, or has materials which are considered by NECA to be objectionable, including without limitation, signs, lights, and the costuming of personnel.

Location: Locations for Sponsorships are found throughout the building known as Washington State Convention and Trade Center. Various types of sponsorships are available. Locations may be determined, modified and/or removed by NECA for any reason, including, without limitation, to allow repairs or changes to the Building and to insure that the sponsorship and related materials do not interfere with safe operations of the Building.

Materials: Sponsor agrees to provide final art, in electronic format (the "Materials") by the deadline to be determined. All Materials must be in the form more particularly described in the Materials specifications /mechanical requirements of certain sponsorships. Sponsor is responsible for all production costs necessary to prepare the Materials to the required format. Materials received in any other form than listed in the Materials specifications/ mechanical requirements shall be considered incomplete, and NECA reserves the right to reject such Materials or to assess Sponsor any costs necessary to correct such Materials. Sponsor waives all proofing opportunities of corrected Materials. NECA may reject any content which it deems objectionable in its sole opinion. NECA makes no representations or warranties regarding the accuracy or currency of the Materials, and Sponsor will not hold NECA, its agents, employees, contractors and/or representatives, liable for any claims, causes of action, losses or damages of any kind or nature whatsoever in connection with the use of the Materials. **Waiver and Indemnity:** In consideration of the sponsorship, Sponsor agrees to indemnify and hold NECA, its members, agents, employees, affiliates, contractors, successors and assigns harmless from and against any claims, damages, actions, liabilities and/or losses in connection with the Sponsorship, publication and/or advertising placed by or on behalf of Sponsor. NECA, its agents, employees, contractors and representatives, shall not be responsible for any damage to the sponsorship once the same are installed, nor for any errors or omissions contained within the sponsorship. Furthermore, Sponsor agrees to waive and release any and all claims for liabilities, losses, damages, or injuries, including without limitation, loss of income, against NECA, its agents, employees, contractors and representatives, suffered by Sponsor in connection with the sponsorship or breach of this Contract by NECA, its agents, employees, partners, invitees, contractors, and/or representatives.

Default: Sponsor acknowledges and agrees that the total amount due and owing pursuant to the terms of this Contract shall be paid to NECA on the dates indicated in the Contract. Should Sponsor not strictly comply with the terms and conditions of this Contract, including without limitation, the failure to timely pay any monies due and owing to NECA, Sponsor acknowledges and agrees that NECA, in its sole discretion and in addition to any other rights hereunder or at law, may revoke Sponsor's sponsorship at the Show. Failure to pay according to the terms of this Contract may result also in termination of this Contract, reassignment of any locations previously assigned to Sponsor, and/or in Sponsor's name being deleted from all NECA's publications, promotions and/or advertisements. In the event of the occurrence of any default, then it is agreed and understood, and the parties contemplate that the damages to NECA arising from such breach shall include all expenses incurred, including without limitation, NECA's actual attorneys' fees and/or collection agency fees. Any default in the terms and conditions of the Exhibit Space Contract by Sponsor shall constitute a default under this Contract by Sponsor and any default by Sponsor under this Contract shall also constitute a default under the Exhibit Space Contract by Sponsor.

Insurance: Sponsor and its contractor(s) shall maintain Comprehensive General Liability Insurance and Personal Injury coverage at its sole cost and expense for all of its activities at the Show, and shall have NECA, its managing agent and any parties designated by NECA named as additional insured on all such policies. Policy limits shall be at least \$1,000,000 / \$1,000,000 Bodily Injury and Property Damage combined. Sponsor and its contractor(s) shall also maintain, at its sole cost and expense, Workers Compensation Insurance for employees participating in the Show, as required by law. Sponsor warrants that by signing this Contract it has complied specifically with the insurance requirements of the Contract. Evidence of insurance coverage in the form of a valid Certificate of Insurance specifying the above coverages, including activities at the Show must be provided to NECA at its request.

Cancellation: If the Show or any part thereof is prevented from being held, or is canceled by NECA or if the Sponsorship contracted for herein becomes unavailable because of war, fire, strike, government regulations, public catastrophe, act of God or the public enemy, or any other cause beyond NECA's control, NECA shall not be liable in anyway, nor be obligated to comply with the terms of this Contract. NECA shall determine and refund to Sponsor its proportionate share of the Sponsorship Fee received which remains after deducting expenses incurred by Owner and reasonable compensation to NECA, but in no case shall the amount of refund to Sponsor exceed the amount of the Sponsorship Fee paid. If Sponsor withdraws from participation in the Show or is requested by NECA to leave the Show, Sponsor shall be responsible for full payment of the Sponsorship Fee. No refunds will be given and no credit will be offered for participation in future shows. If Sponsor cancels the Sponsorship for any reason, Sponsor is held liable for full payment of the Sponsorship Fee. **Controlling Law:** This Contract shall be construed and enforced under the laws of the State of Maryland.

Miscellaneous: In the event any term or provision of this Contract shall to any extent be deemed invalid or unenforceable, the remainder of this Contract shall be valid and enforceable to the fullest extent permitted by law. The parties acknowledge and agree that this is the final understanding and Contract between the parties and supersedes any and all prior negotiations, understandings and Contracts relating to this matter.