

SPONSOR AND EXHIBITOR CONTRACT

EVENT DETAILS: S.H.I.N.E. (Self-Care, Harmony, Internal Peace, Nurturing, and Enlightenment) Conference

Purpose: Full day conference providing resources for empowering survivors of childhood sexual abuse and human trafficking.

Date: 28, September 2024 Venue: The Gathering Spot Location: 1720 I St NW, Washington, DC 20006 & Virtual (Whova)

Country: USA

SPONSOR/EXHIBITOR INFORMATION:

Please type sponsor company information as you wish to have it displayed on the conference virtual platform, website, and advertising (You will receive links to an online site in which to submit additional company information.)

Company Name		
Company Address		
City	State Zip	
Phone	Company Website	
Billing Contact Name		
Billing Contact Email		

Please reserve the following sponsorship(s): [Check all that apply] See sponsorship prospectus for details of sponsorship packages and comprehensive list of benefits. Nonprofits receive discount. **Indicate if NONPROFIT (501c3) HERE:**

Sponsorship/Exhibition Package Selection:

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AGREEMENT TERMS:

- 1. Payment: The total sponsorship/exhibition fee is due upon signing this contract. Payment can be made via:
 - a. Checks can be made out to "Hidn Trezher, Inc" with a note for "Sponsorship", "Exhibitor", or "Donation".
 - b. Electronic Invoice with funds transfer via: Zelle, Paypal, or CashApp



- 2. Cancellation:
 - a. In the event of cancellation by the sponsor/exhibitor:
 - i. Cancellation made 30 days or more before event date: 100% refund of the total sponsorship/exhibition fee.
 - ii. Cancellation made 14 days or more before event date: 50% refund of the total sponsorship/exhibition fee.
 - iii. Cancellation made less than 7 days before the event date: No refund will be provided.
 - b. In the event of cancellation by the organizer: In such a case, a full refund of the sponsorship/exhibition fee will be provided.
- 3. Code of Conduct: The sponsor/exhibitor agrees to abide by the event's code of conduct, promoting a safe and respectful environment for all attendees. Any violation of the code of conduct may result in the sponsor/exhibitor being asked to leave the event premises without refund.
- 4. Liability: The sponsor/exhibitor is responsible for any loss or damage to their property or equipment during the event. The organizer shall not be held liable for any injury, loss, or damage suffered by the sponsor/exhibitor, its employees, or representatives during the event.
- Agreement: By signing this contract, I authorize to reserve a sponsorship, partnership, and/or exhibitor at the S.H.I.N.E. Conference 2024 to be held on September 28, 2024. I acknowledge and agree to all the terms and conditions outlined in this contract. When complete, sign where necessary, and email to <u>trezhertribe@gmail.com</u>. We will reach out after contract signing for on-site and virtual exhibitor staff contact information, complimentary registration and booth instructions.

Signed:	Date:	_Title:

Organization: _____

BILLING INFORMATION:

If you choose to pay via credit card, an invoice will be sent to the contract person's email address above. PayPal and Zelle are also available if requested. Payment must be received within 15 days of agreement of receipt or invoice date. Exhibit booths and sponsorship opportunities will not be reserved until full payment is received.

_____ Check _____ Please send me an invoice for online credit card payment Sponsorship Contact: Dr. Cynthia Sutherland – <u>drsutherland@gmail.com</u>

SPONSOR/EXHIBITOR AGREEMENT TERMS AND CONDITIONS

ENTIRE AGREEMENT. These Terms and Conditions along with the Contract identified above (the "Contract") merge, integrate, and supersede any prior negotiations and agreements between the parties, whether written or oral, concerning the subject matter hereof and constitute the entire agreement by and between Sponsor/Exhibitor and the Hidn Trezher, Inc. (The Host.) Any use of the phrase "these Terms and Conditions" shall be deemed to include the Contract to which these Terms and Conditions are attached or to which these Terms and Conditions relate.

PAYMENT. Sponsor/Exhibitor shall pay to the Host the full contract price no later than 15 days from invoice date or three weeks prior to the beginning of the Conference, whichever occurs first, **unless** an alternative payment plan is agreed to in writing. If Sponsor/Exhibitor fails to make such payments, Host shall have the right to immediately terminate the Contract and rent the Space to another exhibitor or eliminate or maintain vacant the Space without further obligation to Exhibitor, provided, that Exhibitor shall not be relieved of any of its obligations under these Terms and Conditions, including, without limitation, its payment obligations.

TERMINATION. The Host shall have the right to immediately terminate the Contract if: (A) Sponsor/Exhibitor breaches any of these Terms and Conditions; (B) the Host determines, in its sole discretion, that Sponsor/Exhibitor is not eligible to participate in the Conference or Exhibitor's products and services are not eligible to be displayed at the Conference; or (C) Exhibitor's employees are on strike and are picketing or otherwise demonstrating in the vicinity of the Exhibition Venue during the period of the Conference. If the Host elects to terminate the Contract, the Association shall have the right, in addition to any other remedies it may have under these Terms and Conditions or at law or in equity, to close the exhibit located in the Space, repossess any property of the Host or the Venue Provider (as defined below) used by Exhibitor, and remove Exhibitor's property from the Space and Exhibition Venue.

CANCELLATION AND WITHDRAWAL. Exhibit booths are non-refundable, non-transferable, and non-cancellable after 14 days before the event. Full payment of the exhibit booth space must accompany this application. Should an invoice be required, full payment is due immediately upon receipt of the invoice. All exhibit booth applications received after September 15, 2023 must be accompanied by full payment. Sponsorships are non-refundable and non-cancellable. Sponsor agrees to pay the above indicated sponsorship amount as determined by Hidn TrezHER (Host). Sponsor/Exhibitor shall pay to the Host the full contract price no later than 15 days from invoice date or two weeks prior to the beginning of the Conference, whichever occurs first, unless an alternative payment plan is agreed to in writing.

INABILITY TO HOLD CONFERENCE; CHANGE IN SCHEDULED DATES. If because of war, strike, the destruction, construction or renovation of the Conference Venue, government order, terrorist act, act of God or other cause beyond the control of the Host, the Conference or any part thereof is prevented from being held, the Host shall be relieved of its obligations under these Terms and Conditions. Regarding Exhibitors, the Host shall determine and refund to Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remain after deducting expenses incurred by the Host and reasonable compensation to the Host, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid by Exhibitor. Regarding Sponsors, Sponsorships are non-refundable.

The Host shall determine the remaining aggregate value of the sponsorship fees as of the date of cancellation or postponement and apply the remaining sponsorship value to an upcoming conference as agreed to by the parties. Exhibitor(s) and/or Sponsor(s) acknowledge and agree that the Host may be required to change the scheduled dates and/or format of the Conference as set forth in the Contract for reasons beyond its control or for reasons that, in the sole judgment of the Host, will benefit the Conference and the participating exhibitors and sponsors. In the event that the Host is required, or decides, to change the dates and/or format of the Conference, the Host will make its best efforts to notify exhibitors and sponsors in writing of such change at least thirty (30) days prior to the dates originally set forth in the Contract.

INDEMNITY. Exhibitor shall indemnify, defend and hold harmless the Host, its directors, officers, employees, agents, service contractors, partners, and the owner, lessor, and/or manager of the Conference Venue (the "Venue Provider") from any and all liability, damage, cost, or expense arising out of or connected with: (A) the death of, or injury to, any person visiting or using Exhibitor's Space, or any loss, theft, damage or injury to property, resulting directly or indirectly from any act or omission of Exhibitor, its employees, agents or contractors; or (B) the failure of Exhibitor to comply with any of these Terms and Conditions or the terms and conditions of the contract entered into by the Host and the Venue

Provider. By signing the Exhibit and Sponsor Contract (page 1), the exhibitor hereby represents and warrants to Host that none of the exhibit materials or materials provided to Host infringe any copyright, trademark, or the intellectual property rights of another person.

COMPLIANCE WITH LAWS. Sponsor/Exhibitor will perform all of its obligations to Host in compliance at all times with all United States federal, state, and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to, any of the foregoing that are applicable to Sponsor/Exhibitor in performing its obligations for the Conference. Sponsor/Exhibitor is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for ownership or leasing of assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Sponsor's/Exhibitor's ability to fulfill its obligations under this Agreement.

FIRE, SAFETY, AND HEALTH. The Exhibitor agrees to accept full responsibility for compliance with local, city, state, and federal fire, safety, and health ordinances. Necessary fire, safety, and health precautions will be the responsibility of the exhibitor.

EXHIBITION TABLE ASSIGNMENT AND SPECIFICATIONS. Exhibitors are provided by the Venue with a standard 6-foot display table, two chairs, an extension cord or power strip. Backdrops, pop-up banners are allowed only directly behind the table and not to exceed 8-feet tall. The Host will determine the Exhibition room floor plan and assignment of Exhibitor Table location. The Host shall notify the Exhibitor of the location of its Table by email or via a table-top sign at the Venue. The Host reserves the right to modify the floor plan, in its sole discretion, as may be necessary for the best interests of the Conference and for the safe and efficient operation of the Conference.

EXHIBITION HOURS AND DATES. Hours and dates for installing, constructing, operating, displaying, and dismantling exhibits shall be those specified by the Host in the Exhibitor Instruction Manual. All exhibits must be open for business during exhibit hours. Under no circumstance shall the dismantling or packing of an exhibit begin before the official close of the Conference.

EXHIBIT DISPLAYS. CARPET OR FLOOR COVERING REQUIRED. Exhibitor's entire exhibit shall be confined to the assigned Table, as identified in the Floor Plan, and under no circumstances shall merchandise, equipment, trunks, cases, or packing materials be left in any aisle or otherwise block access to any other exhibit, or entrance or exit of the Conference Venue. No trunks, cases, or packing materials shall be brought into or out of the Space during exhibit hours. No signs,advertising devices, or merchandise shall be displayed beyond the Table, project above or beyond limits of the Table, or be pasted, taped, nailed, or tacked to walls of the Conference Venue. The exhibit hall is not carpeted.

UNION LABOR. Exhibitors shall comply with all union regulations applicable to the installation, construction, operation, and dismantling of their exhibit.

VIDEOS. No videos exceeding 30 seconds of any Conference presentation or Venue space, including Exhibitor's Table, shall be taken and/or shared without the prior written consent of the Host and the Exhibitor.

SHIPPING/RECEIVING. Sponsor/Exhibitor shipping/receiving facilitation, logistics, and all costs incurred shall be the sole responsibility of the Exhibitor. Full shipping/receiving information will be shared via email and the conference website as it becomes available.

USE OF EXHIBIT: Exhibitor shall not assign, sublet or share the Table allotted without the knowledge and written consent of the Host. Exhibitors must display only the goods manufactured or services rendered by that registered Exhibitor in their regular course of business or described in the Contract. Host reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any Exhibit which, in the opinion of Host, may detract from the general character of the Conference as a whole, or consist of products or services inconsistent with the purpose of the Conference. This reservation includes persons, things, conduct, printed matter, and anything of a character which the Host determines is objectionable. In the event of such restriction or removal, the Host shall not be liable for any refunds or other exhibit expenses.

SOUND SYSTEM. The use of sound systems is permissible, provided that they are not audible more than 2 feet into the aisle or into neighboring tables, and that the sound is directed into the exhibitor's table or vertically. Host shall have absolute control over the implementation of this regulation, the intent of which is that sound systems shall not be audibly objectionable to neighboring exhibitors.

EXHIBITOR'S PROTECTION. No organization or firm not assigned exhibit space will be permitted to solicit business within the exhibit area.

SPONSORSHIP MATERIALS. Host retains complete control over the design of all materials produced to fulfill the Sponsorship. All materials used to advertise the Conference shall remain the property of the Host. Under no circumstance can Sponsor use a Conference and/or Host Logo that is not specifically provided in connection with the sponsored Event. Host hereby grants Sponsor a limited, royalty-free, fully paid-up, non-exclusive, non-transferable, terminable right and privilege to use the specifically provided Conference Logo for the sole purpose of marketing the Conference Event as described above. No other right, property, license, permission, or interest of any kind in or to the use of any intellectual property rights of Host and Conference is or is intended to be given to, transferred to, or acquired by Sponsor. Sponsor agrees to comply with the marking provisions of the trademark laws of the United States. Sponsor agrees that its use of the Conference Logo inures to the benefit of Host and that Sponsor shall not acquire any rights as a result of this limited license. Any use of Conference and/or Host's intellectual property that exceeds the limited license set forth above shall constitute a material breach of this Agreement.

AGREEMENT OF CONDITIONS. Each Exhibitor, for themselves and their employees, agrees to abide by these Terms and Conditions and by subsequent amendments and additions; it being understood and agreed that the sole control of the exhibit area rests with the Host and Conference Venue management.