

Building Innovation 2020 Sponsorship, Exhibits and Advertising Contract

I. COMPANY INFORMATION

By requesting a sponsorship package or exhibit space, the undersigned hereinafter referred to as “Company” hereby applies for participation in the Building Innovation 2020 Conference, hereinafter referred to as “Event” produced by the National Institute of Building Sciences, (NIBS) hereinafter referred to as “NIBS” or “Management” subject to the Terms of this BI2020 Sponsorship and/or Exhibit Space Application & Contract hereinafter referred to as “Contract” effective on the date signed by the Authorized Company Representative.

COMPANY NAME

STREET ADDRESS

CITY

STATE/PROVINCE

ZIP/POSTAL CODE

COUNTRY

PHONE

COMPANY EMAIL

COMPANY WEBSITE

LOCATION OF COMPANY'S MAIN HEADQUARTERS (CITY, STATE/PROVINCE, COUNTRY)

PRIMARY CONTACT TITLE

CONTACT TELEPHONE/EXTENSION CONTACT E-MAIL

EVENT MARKETING CONTACT

TITLE

MARKETING CONTACT TELEPHONE/EXTENSION

MARKETING CONTACT E-MAIL

BILLING CONTACT

BILLING PHONE/ EMAIL

II. 2020 DATES & LOCATION:

April 6 – 9, 2020 – Renaissance Arlington Capital View Hotel, 2800 South Potomac Avenue, Arlington, VA 22202

III. INSTRUCTIONS:

Complete sections I and VII, sign and submit with required deposit payment. Carefully review the Contract Terms & Conditions section of this Contract and the Building Innovation 2020 Rules & Regulations posted on BuildingInnovation.org.

IV. TABLETOP DISPLAY PACKAGE RATES & REQUIREMENTS (ALL PRICES ARE IN U.S. DOLLARS)

- Tabletop Display Package & Rate: \$5,000 (This package includes: 6' skirted table, 2 chairs and 2 complimentary Event Registration)

V. SPONSORSHIP PACKAGE RATES AND REQUIREMENTS (ALL PRICES ARE IN U.S. DOLLARS):

Note: All Sponsorships are available on a first come, first served basis and benefits are listed on the BI2020 Sponsorship Prospects found at BuildingInnovation.org .

- Building Innovation 2020 Presenting Sponsorship, \$50,000
- Platinum Level Sponsorship, \$25,000
- Silver Sponsorship, \$15,000
- Hotel Room Keys, \$7,500
- Attendee Badge & Lanyard, \$7,500
- Conference Wi-Fi, \$7,500
- Mobile Device Charging Station, \$7,500

VI. CONFERENCE PROGRAM ADVERTISING OPPORTUNITIES, (ALL PRICES ARE IN U.S. DOLLARS)

- Inside Front Cover, 8.5" W x 11"H, \$1,400
- Inside Back Cover, 8.5" W x 11" H, \$1,400
- Full Page Advertisement, (with bleed), 8.5" W x 11" H, \$1,200
- Half Page Horizontal Advertisement, (no bleed), 8" W x 5"H, \$600
- Quarter Page Vertical Advertisement, (no bleed), 4"W x 5"H, \$300

VII. PAYMENT TERMS:

A. 50% non-refundable payment due within net 30 days of contract signature. B. Balance of Total Exhibit Space or Sponsorship Package Fee non-refundable payment due 10 weeks prior BI2020. B.ACKNOWLEDGMENTS Nothing in this Contract is intended to create any form of express or implied partnership or joint venture relationship between Company and NIBS, who expressly disclaim that any such relationship exists. Upon written acceptance by NIBS and Company agree to be bound by all Terms and Conditions set forth herein ("Terms and Conditions") and Building Innovation 2020 Rules & Regulations, which are incorporated herein and made a part of this Contract. Without limitation, Company agrees to be bound by the Payment and Cancellation terms and fees set forth in this Contract Terms and Conditions. Company agrees to prepare an exhibit of its products and/or services, which shall be directly pertinent to the built environment, and subject to Management approval.

Management will not assume liability for any injury that may occur to Event attendees, exhibitors or their agents and employees, or others.

Company agrees to carry and provide proof of insurance to Management no later than 4 weeks from the start of the summit. Management reserves the right to withhold Company's personnel badges or other event services, as it deems appropriate, if proof of insurance is not submitted by Company.

The undersigned party confirms they have authority to enter into this Contract for the Company. The undersigned party has read the Contract Terms and Conditions, and all Company representatives agree to abide by the Terms and Conditions. Company further agrees that upon written acceptance of this Contract by NIBS, with or without appropriate or timely payment of any and all fees, this Contract shall become binding and enforceable in accordance with all its terms. Signature on this Contract by the authorized Company representative, whose name is printed below, constitutes the entire agreement between NIBS and Company under this Contract.

SIGNATURE (AUTHORIZED COMPANY REPRESENTATIVE) DATE

PRINT NAME (AUTHORIZED COMPANY REPRESENTATIVE) TITLE

COMPANY NAME

**By signing this Contract, Company agrees to receive marketing messages from the National Institute of Building Sciences. You can opt-out of receiving marketing messages from us at any time using the opt-out mechanism provided in our communications or by updating your preferences at nibs.org. Please Note: You may continue to receive other e-mail communications from us that we are legally entitled to send.*

National Institute of Building Sciences (NIBS) 1090 Vermont Avenue, NW, Suite 700, Washington, DC 20005-4950 Phone: 202.289. 7800 Fax: 202.289.1092 www.nibs.org

VII. QUESTIONS:

Contact Sarah Swango, Business Development at +1.202.289-7800 x 127 or sswango@nibs.org. Additional details available at: www.BuildingInnovation.org

VIII. FOR MEMBERSHIP INFORMATION, CONTACT:

NIBS Membership Department +1.202.289.7800 x 136 or email Kristen Petersen at kpetersen@nibs.org.

CONTRACT TERMS AND CONDITIONS FOR SPONSORSHIP AND/OR EXHIBITION AT BUILDING INNOVATION 2020

1. Management; Principal Purpose, is produced by and is the property of the National Institute of Building Sciences (herein referred to as NIBS) and the word Management and phrase Show Management refers in either case to NIBS, its directors, officers, committees, agents, or employees acting on behalf of NIBS in management of the exposition. The principal purpose of the exposition is to stimulate interest in and demand for the building sciences related products and services in general, herein referred to as “Principal Purpose.” No Company shall engage in any activity inconsistent, as solely determined by NIBS, with this Principal Purpose.

2. Right to Offset. Management shall have the right to offset the amount of any obligation due and owing to Management from Company whether under this Contract or any other agreement between Management and Company. Management may cancel the Company’s participation in the Building Innovation 2020 Conference, hereinafter referred to as “Event”, in the case Company is past due on any amounts due to Management for any reason.

3. Sub-Leasing. Company may not sublet their space, nor any part thereof, nor exhibit, offer for sale, give as premium, or advertise articles not manufactured or sold in their Company’s name, except where such articles are required for proper demonstration or operation of Company’s display, in which case identification shall be limited to the nameplate, imprint, or other identification which in standard practice appears normally on them. Company may not permit non-exhibiting company representatives to occupy or sell non-exhibiting company services or products in their booth. Rulings of Management shall in all instances be final with regard to use of exhibit space.

4. Eligible Exhibits. Management has sole right to determine the eligibility of any Company or product for inclusion in the exposition.

5. Cancellation of Sponsorship and Participation/Space Reduction. Both Management and Company acknowledge that in the event of Company cancellation of participation in Event, Management will sustain substantial monetary losses that cannot precisely be determined. Due to the difficulty of determining and detailing said losses, Company agrees to pay the following as liquidated damages (and not a penalty) if Company cancels participation in or reduces its exhibit space or sponsorship. If Company cancels its participation in Event or reduces their space, or fails to occupy the exhibit space assigned, such cancellation or failure to occupy shall be considered a default on Company’s part, and Company shall remain liable for, and shall pay to NIBS, the total fees (including any balance due) for its space and/or sponsorship. Notwithstanding anything herein to the contrary, in the event that a Company cancels its participation in Event per this contract and subsequently purchases exhibit space or sponsorship through a NIBS authorized agent, such Company will remain liable to NIBS for all deposits and payments due herein in addition to any deposits and payments due to NIBS’ authorized agent. To be effective, all Company cancellations of participation in Event must be received by Management, in writing (return receipt requested). The date of cancellation shall be the date that Management received the written cancellation. All cancellation fee(s) are payable immediately upon cancellation. The cancellation fee(s) terms shall apply regardless of the execution date of this Contract. Company requesting a reduction of exhibit space shall remain liable for the released square footage and shall pay to NIBS all space fees for the current square footage and the released square footage.

6. Company Breach. Management reserves the right to cancel Company’s participation if Company breaches any of its obligations or does not comply with the Terms and Conditions of this Contract including, but not limited to, making any payment that is due as per this Contract. If Management does cancel Company’s participation as per this section, Company will have been deemed to have canceled its own participation and thus be subject to cancellation fees as stated in Item 5 above. The date of cancellation for calculating the cancellation fees shall be the date that Management cancels Company’s participation for breach.

7. Interest and Collection Fees. Any Company that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney’s fees and/or collection fees of not less than 25% of the remaining balance due) Management incurs to recover the debt. There will be a \$25 charge for all returned checks. If the above interest amount, attorney’s fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to NIBS by Company.

8. Space Assignment and Attendees. Although Management will attempt to accommodate Company requests for specific sponsorships, table tops or booths, no guarantees can be made that Company will be assigned the specific sponsorship(s) table(s) booth(s) requested. Company acknowledges that he/she is not contracting for a specific booth(s), but rather for the right to participate as a sponsor or exhibitor in Event. Management will assign space, and may reassign the space, or alter the space layout or venue at any time. Management makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees.

9. License Relationship. It is understood and agreed that this Contract constitutes a non-assignable license and privilege only and is not, under any circumstances, intended to constitute a lease or any other conveyance of real property, a partnership, employment agreement or joint venture between the parties.

10. Failure to Hold Exposition. Company is responsible for total space fees upon cancellation by Company irrespective of the reason, if an exhibit fails to arrive irrespective of the reason, and/or upon cancellation by Management, in whole or in part, as the result of riot, strike, civil disorder, act of war, act of nature, acts of terrorism, or any other reason of any kind whatsoever not within Management's control.

11. Indemnification. Company agrees to indemnify and hold harmless Management and its agents from and against any and all claims, losses, liabilities, actions, suits, demands, damages, costs and expenses (including, without limitation, reasonable attorney's fees), made by anyone including but not limited to Company's employees (including Booth Personnel), Event attendees and/or other exhibitors arising out of or relating to any alleged personal and/or economic injury while attending or working at Event arising out of, caused or allegedly caused by Company's machinery, exhibit and/or activities at Company's booth, any breach of these rules, and/or any alleged wrongful acts or negligence of Company or its agents or employees.

12. Limitation of Liability. Company agrees to make no claim for any reason whatsoever against, NIBS, Renaissance Arlington Capital View Hotel for loss, theft, damage, or destruction of goods; or for any injury to himself/herself or employees while in the facility; or for any damage of any nature, including damage to their business by reason of failure to provide space for their exhibit; or for any action of any nature of NIBS, Renaissance Arlington Capital View Hotel, or for failure to hold the Event as scheduled, or any other claim as it relates to the Event.

13. Payment Default. Any Company failing to pay sponsorship and/or exhibit space fees called for in the Contract on or before the due date for such payment shall be deemed to be in default and shall be deemed to have canceled its participation in subject to the obligations (see Item #5). In such event, and without further notice to Company, Management shall have the right to use the space assigned to Company to suit its own convenience, including assigning all or a portion of such space to another exhibitor. Management assumes no responsibility for inclusion of the canceled Company or descriptions of their products on the event website, in the event directory, brochures, news releases, or other materials.

14. Exhibit Standards. Company agrees that their exhibit shall be admitted and shall remain from day to day solely on strict compliance with the exposition rules, regulations, policies and guidelines. Management reserves the right, in its sole discretion, to (a) reject, eject, or prohibit any exhibit in whole or in part, or Company or Company's representatives, (b) require questionable exhibits to be modified, and/or (c) interpret and remove from the exposition any program materials, advertising or literature that it deems would be in bad taste if displayed. If an exhibit or Company is ejected for violation of these rules or for other stated reasons, the Cancellation of Participation/Space Reduction policy would be applied (see Item #5).

15. Force Majeure. If NIBS is unable to perform its obligations hereunder due to acts of God, labor arrest or strike, or other cause or condition beyond its reasonable control, such party shall be excused from its obligation hereunder provided: (i) provides Company reasonable notice of such cause or condition; and (ii) if, upon the removal of such cause or condition, the objectives of this Contract may be accomplished at a reasonable time and location as solely determined by NIBS, Company shall promptly resume its performance hereunder.

16. Amendment to Rules. Any matters not specifically covered by these Rules may be added at any time by Management and any amendments so made shall be binding on Company equally with the stated Rules without any notice.