



October 5-7, 2021 • Gaylord Rockies Resort & Convention Center • Denver, Colorado

MEDIA SPONSOR CONTRACT

Send all sponsorship materials to:
Novack Management, Inc.
164-24 97th 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: _____

2021 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 2021 Polyurethanes Technical Conference; (c) "CPI" means the Center for the Polyurethanes Industry of the American Chemistry Council; (d) "ACC" means the American Chemistry Council, Inc., and its agents, and employees; (e) "Hall" means the facility in which the Conference is conducted; (f) "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 factors including the availability of space, timing of application, alignment with ACC, CPI and/or Conference goals, and 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 and submission of the signed sponsorship agreement. If the sponsorship fee is not paid within 60 days of transmittal 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 re-sell 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 the Conference or sponsorship or substitute a publication and/or event of equal or greater value and/or exposure.

6. Distribution of Materials. Sponsor may distribute materials at its sponsored activity and other approved locations, as specified by CPI. Sponsor materials may not be distributed at any other Hall location or other location where Conference activities take place. Samples of all Sponsor material must be approved by CPI prior to the Conference. ACC and CPI reserve the right to withhold approval and refuse the distribution of any materials as ACC or CPI in their sole discretion deem necessary or appropriate. No signs, posters, literature or announcements are permitted in the Hall or official hotel(s) except at an approved sponsored activity unless CPI otherwise provides prior approval.

7. Limitation of Liability. Neither ACC, CPI, Conference Management, nor the Hall shall be responsible or liable for injury to any person or for damage to any of Sponsor's property or employees while in transit to or from or while in the Hall.

8. Indemnification/Insurance. Sponsor shall indemnify and hold harmless ACC, CPI, Conference Management, and the Hall against all liability arising from damages to property or persons caused by a Sponsor, his/her agents, representatives, or employees. Sponsor assumes complete responsibility and liability for any loss or injury to Sponsor's property, employees and agents, Hall property used by Sponsor or brought into the Conference facility on Sponsor's behalf, and property or persons, caused by Sponsor's property, agents, representatives or employees. Sponsor agrees to maintain adequate insurance to cover such responsibilities and liabilities 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 of the Sponsor ("Sponsor Marks") solely in connection with the promotion and marketing of the Conference. 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, CPI, Conference Management, and the Hall from any and all claims for monetary awards, including but not limited to reasonable attorney's fees, made by third persons arising from ACC's or CPI's use of Sponsor Marks.

10. Damages. Sponsor waives all claims of any kind against ACC, CPI, Conference Management and the Hall arising from the performance of the Conference. Sponsor agrees that neither ACC, CPI, Conference Management, nor the Hall 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.

11. Force Majeure. A delay in or failure of ACC, CPI or Conference Management to perform its obligations shall not constitute default under this Agreement nor give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences, whether direct or indirect, beyond the reasonable control of ACC, CPI or Conference Management, including, but not limited to: Acts of God, strikes, civil disorder, terrorism, war, or legal prohibition that makes this Agreement impracticable or illegal.

12. Compliance with Applicable Laws and Standards. Sponsor agrees to discharge all obligations imposed on it by any applicable law, regulation, order, license, permit, approval, or other legal requirement, together with the rules and regulations of the Hall.

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. Interpretation. 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 for the general success of the Conference. All matters and questions not covered by the Sponsorship Agreement shall be the final judgment and decision of ACC and CPI. Sponsor agrees to be bound by ACC and CPI's decision.

15. Relationship of the Parties. 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. 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 2021 Polyurethanes Technical Conference

The Center for the Polyurethanes Industry invites members of the media to sponsor the 2021 Polyurethanes Technical Conference in Denver, Colorado from October 5-7. 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 online industry publication
- One banner, provided by CPI, on sponsor's website for four full months leading to the conference
- 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 electronic final program and mobile app banner
- Recognition as sponsor for one technical session and either an Industry Reception slot or the Opening Session
- Logo on signage for the Industry Reception or Opening Session and Conference Program Board
- Sponsor publication made available in the registration area
- Table Top exhibit space

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

Media Sponsor to provide the following:

- One and one half page ad in online industry publication
- One banner, provided by CPI, on sponsor's website for four full months leading up to the conference
- 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 electronic 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

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

Media Sponsor to provide the following:

- One half page ad in online 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 electronic final program and mobile app
- Sponsor publication made available in the registration area