

ACEC FORUM SPONSORSHIP ORDER FORM

Customer Information:

Name:	Company:
Email:	Phone:

Forum Specific Sponsorships

	Forum	Total Price
Thought-Leadership Sponsor – \$10,000 (1 per Forum)		
Trendsetter Sponsor – \$6,500		
Sustaining Sponsor – \$2,500		

Forum Reception Sponsorships

	Price	Total Price
Monday Night Reception	\$15,500	
Opening Night Reception	\$14,000	
Lunch Sponsor	\$5,500	

Associate Sponsorships

	Price	Total Price
Registration	\$10,000	
Audio/Visual Suite (One per Forum - 5 Total)	\$5,000	
WIFI	\$5,000	
Break	\$4,500	
Charging Stations	\$3,500 per Station	
Education Session	\$1,000	

Total Cost:

For admin use.

ACEC 2025 Annual Forums – Terms and Conditions

1. Terms of Agreement

It is understood that the following terms and conditions are accepted as a contract between the American Council of Engineering Companies (“ACEC”) and the Sponsor listed on the Sponsorship Agreement (“Exhibitor”) for participation at ACEC’s 2025 Annual Forums (“Event”). ACEC and the Sponsor may each be referred to as a “Party” or collectively, as the “Parties”. It is agreed that the Sponsor will abide by the rules and regulations included in this Terms and Conditions Agreement (“Agreement”) before, during, and after the Event, and by any and all agreements made by and between ACEC and the Event Venue and any and all rules of the Event Venue.

ACEC shall have the sole authority to interpret and enforce all rules and regulations included herein, to make any amendments thereto, and to create additional rules and regulations as necessary to ensure the orderly conduct of the Event. The Parties hereby agree and acknowledge that any waiver of or failure to exercise any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.

2. Exhibit Configuration

All exhibit spaces are tables set up in the designated meal room. Sponsors are permitted to bring a 10’x8’ backdrop, tablecloth and any material that must be contained on their designated table.

3. Sponsor Participation Fee

In exchange for the sponsor participation at the Event under the terms specified herein, the Sponsor agrees to remit the applicable payment within 30 days of receiving an invoice for the sponsorship. All Sponsorship fees must be paid in full by Wednesday, August 20, 2025. Sponsors with outstanding balances may not be permitted to set up.

4. Subleasing

Sponsors may not sublet their space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the Sponsor in the regular course of business, except where such articles are necessary for proper demonstration or operation of the Sponsors’ display, in which case the identification shall be limited to the manufacturer’s regular nameplate. Sponsors may not permit non-sponsoring company representatives to operate from their exhibit table. Sponsor participation is exclusive to the Sponsor’s company and its products and services. Rulings of ACEC shall, in all instances, be final with regard to use of exhibit space.

5. Occupancy Default

Any exhibitor failing to occupy the assigned space shall not be relieved of the obligation to pay the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be reallocated or reassigned by ACEC for such purposes or use as deemed appropriate by ACEC, in its sole discretion.

6. Cancellation or Change of Event

If the Venue in which the Event is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of ACEC or its agents, the Event may be canceled or moved to another appropriate venue, at the sole discretion of ACEC. ACEC shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising directly or indirectly by virtue of a cause or causes not reasonably within the control of ACEC. Causes for such action beyond the control of ACEC shall include, but are not limited to: fire, casualty, flood, epidemic or pandemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, orders or regulations, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient

ACEC 2025 Annual Forums – Terms and Conditions

labor, technical or other personnel, labor union disputes, loss of lease or other termination by the hotel, the municipal, state or federal laws, or acts of God. Should ACEC terminate this Agreement pursuant to the provisions of this section, Sponsor waives any and all claims for damage arising thereof. Refunds in the event of termination shall be made to Sponsors in the amount of the original sponsorship fees less pro-rated adjustments based on ACEC costs incurred from staging and/or relocating the Event.

7. Cancellation by Sponsor

Both ACEC and Sponsor acknowledge that in the event of the Sponsor's cancellation of participation, ACEC will sustain substantial monetary losses that cannot precisely be determined. In the event of cancellation by Sponsor, ACEC shall assess a cancellation fee according to the following schedule:

- **On or before July 15, 2025, 25% of total sponsorship fee.**
- **Between July 15 and August 15, 2025, 75% of total sponsorship fee.**
- **After August 15, 2025, 100% of total sponsorship fee.**

ACEC must receive written notification of the cancellation by email to the Assistant Director, Exhibits, Advertising and Sponsorships. The date of receipt of the cancellation notice by ACEC, as outlined above, will determine the cancellation fee. All cancellation fee(s) are payable immediately upon cancellation. Both Parties acknowledge that said cancellation fee is being assessed to offset losses incurred by ACEC that cannot be precisely determined, and not as a penalty. In the event of either a full or partial cancellation of participation by a sponsor, ACEC reserves the right to reassign previously agreed sponsorship, regardless of the cancellation fee. Subsequent reassignment of canceled sponsorship does not relieve the canceling Sponsor of the obligation to pay the cancellation fee. It is mutually agreed that by canceling sponsorship, Sponsor relinquishes all benefits included with its sponsorship.

8. Relocation and Floor Plan Revisions

ACEC retains the exclusive right to revise the exhibition floor plan and/or move assigned exhibitors as necessary.

9. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting, and dismantling shall be those specified by ACEC. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material for the Event before the specified conclusion of the dismantling period set by ACEC. Exhibitors are required to adhere to Event hours, not to dismantle the exhibit or do any packing prior to the close of Event. **No early dismantling will be permitted.** If Sponsor leaves the Event before official dismantling time, it will result in a fine of \$1,000 as well as possible exclusion from participation at future ACEC events, at ACEC's sole discretion.

10. Give-Aways

All promotional items and giveaways must be handed out within the confines of a Sponsor's exhibit space, not in aisles, public areas, education rooms, etc. unless agreed to as part of the Sponsor's agreement.

11. Damage to Property

Sponsor is liable for any damage caused to building floors, walls, columns, or to other sponsor's property by Sponsor, its exhibit materials, or its employees or agents. Sponsor may not apply paint, lacquer, adhesive, or other coatings to building columns, floors or walls. Any property destroyed or damaged by a Sponsor must be restored to original condition by Sponsor at the Sponsor's expense.

ACEC 2025 Annual Forums – Terms and Conditions

12. Attendance

Admission policies shall remain, at all times, the prerogative of ACEC and may be revised or amended to suit unforeseen conditions. ACEC makes no guarantees regarding number or demographic make-up of the attendees of the Event.

13. Sponsor Personnel – Registration and Code of Conduct

Complimentary registrations are defined by the sponsorships ACEC has identified in the Annual Forum Prospectus. Sponsor representatives will be issued a complimentary Full Convention registration with sponsorship. This badge allows access to the Annual Forums events based on permissions defined by ACEC. Sponsor personnel shall wear badge identification, furnished by ACEC, at all times.

All exhibitors and their representatives will be required to sign the ACEC Code of Conduct and will be held by ACEC to the highest standards of personal and professional conduct. The sponsoring company and its representatives agree not to disturb the activities of other sponsoring representatives, disturb, or harass other Sponsors or Event attendees, precipitate the intervention of hotel security or public law enforcement, or in any other way disrupt the smooth operation of the Event. ACEC reserves the right to determine in its sole judgment when a Sponsor and/or its representative has violated the standards of conduct, and to take whatever action ACEC deems necessary to protect the safety of Event attendees and the public, up to and including immediate termination of the Sponsor's benefits, expulsion from the Event Venue, and barring of the Sponsor from future participation with ACEC.

14. Insurance

Sponsors shall, at their sole cost and expense, procure and maintain through the term of this Agreement, the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000, including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the Sponsor's employees. Such insurance shall name the following as additional insureds: ACEC, Event Venue, and their respective members, officers, agents, and employees. Proof of such insurance shall be provided to ACEC or its agent or representative upon request.

15. Limitation of Liability

ACEC shall not be liable, and Sponsor agrees to make no claim for any reason whatsoever against ACEC or Event Venue, for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Event as scheduled; nor for any action or omission of ACEC. The Sponsor is solely responsible for its own exhibition materials and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood that all property of Sponsor is in their care, custody, and control in transit to, or from, or within the confines of the Event Venue and the exhibit space location. ACEC shall bear no responsibility for the safety of Sponsor, their personnel, employees, agents or representatives, or personal property.

16. Indemnification

Sponsor agrees to defend, indemnify, and hold harmless ACEC, the Event Venue, and their respective employees, agents, or representatives from and against any and all liabilities, losses, expenses (including, but not limited to, attorneys' fees), damages, claims (including, but not limited to, claims for injury to Sponsor, its employees, agents, representatives, or Event attendees), suits, demands, judgments and causes of action of any nature arising from or as a result of (i) the negligent performance of Sponsor's obligations under this

ACEC 2025 Annual Forums – Terms and Conditions

Agreement by Sponsor, Sponsor's agents, employees or representatives; (ii) the failure of Sponsor, Sponsor's agents, employees or representatives to comply with any term or condition of this Agreement; and/or (iii) the breach of any representation or warranty given or made by Sponsor. ACEC will have no liability whatsoever for any indirect, consequential, special, or incidental damages, regardless of how those damages are incurred.

17. Intellectual Property: License and Infringement

Sponsor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit space or displays. No Sponsor will be permitted to play, broadcast, or perform music or display any other copyrighted material, such as photographs or other artistic works, without first presenting to show management satisfactory proof that the Sponsor has, or does not need, a license to use such music or copyrighted material.

ACEC condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of the Event, ACEC cannot become involved in Sponsor disputes or provide legal advice. Sponsor agrees not to sue or threaten to sue ACEC for contributory infringement or any other theory that ACEC is indirectly or secondarily liable for a violation of intellectual property rights (e.g., trademark, copyright, or patent) by a third party.

Sponsor warrants that it is the owner or licensee of all intellectual property used by Sponsor at the Event or in promotion thereof. Sponsor agrees to defend, indemnify, and hold harmless ACEC, their officers, directors, employees and agents, from all loss, cost claims, causes of action, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from or out of any dispute involving intellectual property owned or used by Sponsor at the Event or in promotion thereof.

18. Waiver of Rights

Any rights of ACEC under this Agreement shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of ACEC.

19. Amendment and Additional Rules

Any matters not specifically covered by the preceding rules shall be within the sole purview of ACEC. ACEC may, at any time, amend or add further rules to these terms. ACEC reserves the right to reject any application or cancel any contract for sponsor participation for any reason.

20. Agreement to Rules

Sponsor and all sponsoring company personnel, employees, agents, or representatives, agree to abide by the foregoing rules and those provided and contained in the Sponsor Prospectus, and by any amendments and additional rules that may be put into effect by ACEC.

For

Signature: _____

Name: _____

Title: _____

Date: _____

For ACEC:

Signature: _____

Name: _____

Title: _____

Date: _____