

# Sponsorship and exhibit contract

ORLANDO, FL | APRIL 5-8, 2020

Company Name (will appear this way in Exhibitor Listing)

Address:

City: State/Province: Zip/Postal code: Country:

URL:

Primary contact (Main Company Contact) Email: Tel:

Logistics contact: (On-site Contact) Email: Tel:

Accounting contact: Email: Tel:

## SPONSOR AND EXHIBIT PACKAGES:

Platinum package Customized by invitation only  
 Platinum extras \$10,500 (30'x40')  
 \$24,500 (40'x40')

Gold package \$50,000 (20'x30' booth)  
 Gold extras \$11,250 (30'x30')  
 \$22,500 (30'x40')  
 \$37,500 (40'x40')

Silver package \$35,000 (20'x20' booth)  
 Silver extras \$8,000 (20'x30')  
 \$20,000 (30'x30')  
 \$32,000 (30'x40')

Exhibit package \$7,750 (10'x10' booth)  
 Exhibit extras \$5,000 (10'x20')  
 \$15,000 (20'x20')  
 \$25,000 (20'x30')  
 \$40,000 (30'x30')

Non-partner package \$24,000

A la carte partner session (pending approval) \$8,000 (per session)

EMOs (pricing varies)

## BOOTH LOCATION REQUESTS:

First choice: \_\_\_\_\_ Second choice: \_\_\_\_\_ Third choice: \_\_\_\_\_

PARTICIPATION FEES: (50% booth deposit must be received by July 1, 2019. Booth assignment is considered tentative until deposit payment is received.)

Sponsor/Exhibit Package \_\_\_\_\_ Price: \$ \_\_\_\_\_ USD

Marketing Opportunity \_\_\_\_\_ Price: \$ \_\_\_\_\_ USD

Marketing Opportunity \_\_\_\_\_ Price: \$ \_\_\_\_\_ USD

\_\_\_\_\_  
 \_\_\_\_\_

TOTAL AMOUNT DUE: \$ \_\_\_\_\_ USD

PO# \_\_\_\_\_ (if required for invoicing /payment)

Printed Name of authorized individual signing on behalf of company

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*By signing you agree to the below terms and conditions on behalf of your company

# Terms and conditions

By execution of the sponsorship Contract above, you agree to the terms and conditions related to Ellucian Live 2020 ("Terms and Conditions").

For the purpose of this contract, "Ellucian" means Ellucian Company LP. for the benefit of itself and its Ellucian affiliates; "Exhibitor" means the participating company, its attendees, personnel, representatives, presenters, contractors and agents; "Ellucian Live 2020" means the April 5-8, 2020; and "Exhibit Facility" means the Orange County Convention Center in Orlando, FL.

## ELIGIBILITY

Ellucian has the sole right to determine the eligibility of Exhibitors, corporate presentations, and exhibits, including, but not limited to: participating entities, products, systems, services, session content, booth graphics, printed matter distributed at the conference, souvenirs and giveaways, costumes and booth personnel attire, and all other exposition features and activities. Because Ellucian has a large solution portfolio and supports several major platforms, Exhibitors' participation and promotional activities must be limited to the scope of their approved platform and relationship with Ellucian.

## BOOTH ASSIGNMENT

Corporate participation, including exhibit booth assignments for Ellucian Live 2020 is based on the corporate participation package selected, and the timeliness of the registration and payment. Ellucian shall use its best effort to locate the booth in one of the locations designated by Exhibitor, to provide physical separation of the booth from the booths of those competitors from whom Exhibitor has requested such separations on the form hereof. Notwithstanding the above, Ellucian reserves the absolute right to decline participation or to assign or change any booth assignment for any Exhibitor based on the Exhibitors' products or services or based on failure to comply with the terms and conditions at previous Ellucian Live events. All booth assignments will be considered as tentative and not guaranteed unless and until the applicable payments are made to Ellucian on a timely basis as further described in the section below entitled "Payments."

## PAYMENTS

To be officially accepted as an Exhibitor, your completed space application including terms of conditions, and full payment of your exhibit and registration fees must be received by January 3, 2020. All exhibiting companies must pay a 50% deposit which is due on July 1, 2019. Failure to make payment of exhibit fees by January 3, 2020, will result in forfeiture of booth space. All payments must be received by the start of Ellucian Live 2020. Exhibitors with fees not paid in full within 30 days of the start of Ellucian Live 2020 will not be permitted to exhibit. In addition, all future exhibiting requests from such organizations will be handled on a pre-paid basis only. Failure of Ellucian to exercise rights under this provision will not waive Ellucian's right to full collection of all outstanding debts.

## CANCELLATION POLICY

Up to and including April 19, 2019, Exhibitor may cancel this Agreement without cause and without a cancellation fee by providing written notice to Debbie Carmody, Ellucian, 2003 Edmund Halley Drive, Suite 500, Reston, VA 20191, or by email [debbie.carmody@ellucian.com](mailto:debbie.carmody@ellucian.com). After April 19, 2019, Exhibitor may cancel the Agreement without cause by written notice subject to a Cancellation Fee (as set forth below). The parties acknowledge that it is difficult to quantify damages if Exhibitor cancels the Agreement after April 19, 2019 and have agreed that Ellucian shall assess a Cancellation Fee against Exhibitor as liquidated damages and not as a penalty. The parties agree that the Cancellation Fee will be calculated as follows: For any cancellations not received by Ellucian in accordance with the above provisions on or before April 19, 2019, the Cancellation Fee will be 100% of the Committed Payment ("Committed Payment" is defined as the sum total of all fees owed by Exhibitor to Ellucian under this Agreement). Ellucian shall refund Exhibitor the fees paid less the Cancellation Fee, if any, within 45 days of receipt of the cancellation notice. Notice of cancellation must be received in writing and Committed Payment is calculated on the date the notice of cancellation is received. Ellucian shall not be held responsible for shipping charges, construction costs, labor charges, expenses for preparation of exhibits or any other expenses or indemnity in the event that the material fails to arrive.

Exhibitor shall not be entitled to any refund of the booth rental if Ellucian Live 2020 is cancelled by Ellucian as a result of strike, riot, civil disorder, act of war, act of God or any other reason whatsoever not within the exclusive control of Ellucian. Any refunds due by Ellucian will be paid approximately 150 days after the close of Ellucian Live 2020. Any applicable 2020 Annual Ellucian partner membership fees must be paid prior to Ellucian Live 2020 and company must be an Ellucian partner program member in good standing or Exhibitor's Ellucian Live 2020 contract may be canceled and the Exhibitor will be held liable for total booth rental fees.

## DEFAULT

If any rented booth space remains unoccupied, or display materials unset, at three hours prior to any scheduled opening, Ellucian reserves the right to either remove all materials from the exhibit floor or require the service contractor to set up the booth. Exhibitor will be liable for all costs incurred and is not entitled to any rental fee rebate. Management shall have the right to use said space to suit its own convenience, including selling the space to another Exhibitor without any rebate of allowance to the defaulting Exhibitor and without incurring any obligation of any kind to said prospective Exhibitor.

## ADMISSION

Ellucian shall have sole control over admission policies at all times. Any person visiting the exhibits is to wear an appropriate badge while in attendance, provided, however, that any scanning of badges by Exhibitor shall be optional for visitors/attendees. All representatives of Exhibitor must be registered and wear an Exhibitor's badge or appropriate conference registration badge at all times they are in the Exhibit Facility. Badges are specific to individuals and are not transferable.

## SUB-LEASING

Exhibitor shall not allow any third-party person or entity whatsoever to use the space allotted to the Exhibitor for any reason whatsoever, nor shall the Exhibitor display articles not manufactured or normally sold by the Exhibitor. Co-participation by any other company or entity or its representatives in space assigned to the original applicant must be authorized by prior written permission from Ellucian (which permission Ellucian reserves the right to deny for any reason or for no reason whatsoever), and shall be subject to an additional charge of 25% of the total cost for exhibit space for each additional participant.

## PROMOTIONAL AND MARKETING MATERIALS

Without limiting its rights as otherwise provided for herein, Ellucian reserves the right to approve and/or to disapprove, in its absolute and sole discretion (for any reason or no reason whatsoever) the use and distribution of session content, sample articles, premiums, novelties, publications, souvenirs, printed educational and promotional materials, and any other literature pertaining to Exhibitor's products and services ("Promotional Materials") at or around the Exhibit Facility, in exhibit areas or in hotel areas immediately prior to and during Ellucian Live 2020.

Permitted Promotional Materials must be distributed within the limits of the Exhibitor's booth space only, except for Promotional Materials approved by Ellucian for Exhibitor advance mailings or presentations. Under no circumstances is electronic distribution, particularly including "spam," allowed.

Furthermore, Ellucian prohibits the use of e-mail by or on behalf of any Exhibitor to promote participation except by an authorized vendor. On select packages as advertised, physical mailing addresses, for direct mail, of attendees who have consented to disclosure, will be available prior to Ellucian Live 2020. Ellucian reserves the exclusive right to withdraw its permission (for any reason or for no reason whatsoever) for the distribution or display of any material that Ellucian, in its sole and absolute discretion, considers objectionable. Any food or beverage distribution must be approved in advance by the Exhibit Facility.

## ATTENDEE PERSONAL INFORMATION

Any attendee personal information provided by Ellucian to Exhibitor, or that Exhibitor obtains from an attendee during Ellucian Live 2020, may be used only by Exhibitor for the limited purpose of making a one-time initial contact on or before April 1, 2021 to provide attendee with Exhibitor's Promotional Materials. Further:

- (i) Exhibitor shall not disclose attendee personal information to any third party or use attendee personal information more than one time without the attendee's knowledge and separate consent;
- (ii) Exhibitor shall honor any request by an attendee to opt-out of receiving communications from Exhibitor;
- (iii) Exhibitor shall, at the request of an attendee, or at the direction of Ellucian, erase from all storage media an attendee's personal information;
- (iv) Exhibitor shall, within thirty (30) days from the request of an attendee, provide the attendee with copies of their personal information in Exhibitor's possession and inform the attendee where their personal information is being stored;
- (v) Exhibitor shall promptly, and without undue delay, notify Ellucian of any security breach involving an attendee's personal information;
- (vi) Exhibitor acknowledges and accepts that it is possible not all attendees will consent to their personal information being provided to Exhibitor; and
- (vii) Exhibitor shall take reasonable precautions to protect attendees' personal information from loss, misuse, unauthorized access, and disclosure.

Exhibitor acknowledges that it may receive personal data regarding from data subjects in the EEA (currently comprising the European Union Member States and Iceland, Liechtenstein and Norway). Ellucian has self-certified to the EU-U.S. Privacy Shield Framework regarding the collection, use and retention of Personal Data transferred from the EEA to the United States. Exhibitor agrees: (i) to process EEA Personal Data only for the limited and specified purposes consistent with the consent provided by the individual; (ii) to provide at least the

same level of protection for EEA Personal Data as is required by the Privacy Shield Principles (available at <https://www.privacyshield.gov/EU-US-Framework>); (iii) to notify Ellucian if Exhibitor makes a determination that it can no longer meet the obligation of clause (ii) herein; and (iv) upon making the determination specified in clause (iii), to cease processing EEA personal data or take other reasonable and appropriate steps to remediate unauthorized processing.

#### **PROMOTIONAL ACTIVITIES**

All promotional activities during Ellucian Live 2020, including but not limited to, live demonstrations, signs and banners, and the use of costumed representatives are subject to approval by Ellucian and must be confined to the limits of the Exhibitor's booth space.

#### **USE OF MUSIC**

Due without limitation to ASCAP and BMI regulations, any Exhibitor who uses copyrighted music as part of, or in conjunction with, any function connected with Ellucian Live 2020, may be subject to a music license fee.

#### **CONDUCT & RESTRICTIONS**

Ellucian reserves the right to restrict exhibits which, because of noise, odors, methods of operation or any other reason become objectionable or otherwise detract from, are inconsistent with a business-like atmosphere or out of keeping with the character of Ellucian Live 2020 as a whole. This reservation includes person, things, conduct or printed material. Ellucian reserves the right to alter or close any exhibit that does not conform to the provisions of this contract. No refund shall be due under such circumstances. Ellucian also reserves the right to exclude any nonconforming party from exhibiting at any future Ellucian program or to give lowest priority for future exhibit space. These actions do not constitute exclusive remedies, and Ellucian may avail itself of any remedy in law or equity in addition to these actions.

#### **BOOTH STAFFING**

Exhibit booths must be staffed during all posted exhibit hall hours. No exhibit or portion thereof will be packed, removed or otherwise dismantled prior to the close of the exhibit hall. Any Exhibitor breaching this provision may be prohibited from exhibiting at future expositions.

#### **CONFLICTING EVENTS**

In the interest of the success of Ellucian Live 2020, the Exhibitor agrees not to extend invitations, call meetings or otherwise encourage absence of attendees or Exhibitors from the conference or exhibit hall during the official posted hours of the conference and exposition except when expressly approved by Ellucian.

#### **HOSPITALITY ROOMS**

All hospitality rooms must be approved by Ellucian and arranged through the Conference Management.

#### **SHIPPING**

The Exhibitor agrees to ship, at its own risk and expense, all articles to be exhibited and agrees to conform to the rules for shipping as contained in the Exhibitor Service Kit. The Exhibit Facility has no facilities for receiving and storing materials prior to the opening of Ellucian Live 2020. Do not ship equipment or displays directly to the Exhibit Facility or to the hotel at which exhibit personnel are housed. Detailed shipping instructions will be included in the Exhibitor Service Kit, which will be mailed approximately 90 days prior to the exposition.

#### **LABOR**

Skilled and unskilled labor for unpacking, setting up and re-packing of exhibits will be supplied by the decorating contractor. Rates for this service will be quoted by the decorating contractor. Extra or unusual labor for any action affecting the Exhibit Facility will be charged directly to the Exhibitor based upon time and materials factors. Exhibitors must make arrangements for this type of activity as specified in the Exhibitor Service Kit.

#### **ARRANGEMENT OF EXHIBITS**

Ellucian conforms to the IAEE guidelines for exhibit display specifications. A complete description is available online as part of the exhibit space reservation process. In addition, the reverse side of any wing panel extending from the back wall of the display must be finished or draped to avoid a raw exposure to a neighboring Exhibitor. Shipping or packing containers, excelsior, wrapping and other similar materials must be removed from the exhibit area and, under no circumstances, may such materials be stored under tables, behind displays or anywhere in the booth space. Exhibits in violation of these guidelines at four hours prior to any scheduled opening, may be corrected at the direction of Ellucian by the official decorator at Exhibitor expense.

#### **UTILITIES**

Gas, internet, electricity, water, air, drains and telephones are available. All utility requirements needed or anticipated by Exhibitor must be ordered through the Exhibit Facility. Rates will be quoted in the Exhibitor Service Kit.

#### **INSTALLATION & DISMANTLING**

Set up and tear down times will be announced through the web site and Service Kit. All exhibit materials must be removed from the Exhibit Facility promptly at the close of the exhibit. Ellucian reserves the right to re-ship the display material via any carrier which it deems expedient if the carrier designated by the Exhibitor does not promptly remove the merchandise from the facility or if the area is needed by the facility. Children under the age of 18 are specifically prohibited from being on the exhibit hall floor during move-in and move-out hours.

#### **COMPLIANCE WITH LAW**

In addition to the provisions set forth herein, Exhibitor agrees to abide by all applicable rules, regulations, ordinances, statutes, and federal, state and local laws that may be applicable, including the rules of the Exhibit Facility and fire and safety regulations. All booth decorations and construction, including cloth or other flammable materials, must be flame-proof.

#### **PROTECTION OF PROPERTY**

Nothing shall be pasted, tacked, nailed, screwed or otherwise affixed to columns, walls, floors or other parts of the building or furniture. Gasoline driven vehicles must be drained of gasoline prior to moving into the premises. A drip pan must be placed under each vehicle. Gasoline driven motors must not be operated in the exhibit area. Batteries must be disconnected, and gas caps locked. If the premises are defaced or damaged by an act of any Exhibitor, its agents or guests, the Exhibitor will pay for any and all expenses incurred for damages to physical property, caused by Exhibitor, riggers, haulers or other contractors engaged by Exhibitor for the purpose of moving exhibits and equipment into and out of the building.

#### **INSURANCE**

During the term of Ellucian Live 2020 and for the dates of the exhibit, including move-in and move-out dates, Exhibitor shall obtain and maintain insurance against personal injury, property damage, fire, and theft. This policy will have minimum coverage as required by the Exhibit Facility and shall name Ellucian and the Exhibit Facility, their officers, directors, employees and agents as additional insureds. A certificate of insurance evidencing such coverage may be required by Ellucian prior to the start of Ellucian Live 2020.

The Exhibitor understands and agrees this is a material provision of this contract, and that neither Ellucian nor the Exhibit Facility maintains insurance covering Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain sufficient coverage for such property. Failure to obtain and maintain this insurance is grounds for Ellucian to cancel this contract without liability and to retain any fees, donations and subscriptions received from the Exhibitor as liquidated damages.

#### **LIABILITY**

Exhibitor assumes full responsibility for the acts, errors, omissions and/or conduct of its employees, representatives, contractors and agents. Exhibitor agrees to indemnify, defend, save and hold harmless Ellucian and the Exhibit Facility, their officers, directors, employees and agents from and against any and all claims, losses, damages, injuries, including deaths, fines, penalties, costs and/or expenses (including court costs, interest and attorney's fees) of any kind whatsoever arising out of or attributable to:

(i) Exhibitor's violation of any law, statute, rule, regulation or ordinance; (ii) such acts, errors, omissions and/or conduct whether occasioned by the negligence of Exhibitor or those holding under the Exhibitor and/or; (iii) Exhibitor's failure to strictly comply with these Terms and Conditions or any applicable terms in the agreement between Ellucian and the Exhibit Facility.

#### **INTERPRETATION**

These Terms and Conditions become a part of the contract between Exhibitor and Ellucian, and all matters and questions not covered herein are subject to the sole interpretation of Ellucian. Exhibitors or their representatives who fail, in the sole opinion of Ellucian, to observe the conditions of the contract and/or fail to adhere to ethical and/or business-like codes of conducts may be dismissed from Ellucian Live 2020 without refund.

#### **NOTICES, SUBMISSIONS & REQUESTS**

All notices, submissions and requests for approval or authorization must be delivered by U.S. Mail to Debbie Carmody, Ellucian, 2003 Edmund Halley Drive, Suite 500, Reston, VA 20191, or by email to [debbie.carmody@ellucian.com](mailto:debbie.carmody@ellucian.com). Exhibitor is responsible for assuring that correspondence is received and acknowledged.

#### **ENTIRE CONTRACT**

These Terms and Conditions constitute the entire agreement of the parties and shall not be amended or supplemented at any time, except by Ellucian. Ellucian reserves the right to make unilateral changes in this contract and any additions, deletions or amendments made by Ellucian, upon reasonable notice to Exhibitor, shall be as equally binding as the original Terms and Conditions.