

## SPONSORSHIP CONTRACT

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

Platform Underwriter

Opening Reception/Sci-Mix

Closing Reception

Premium Engagement Profile Upgrade

Closed Captioning

Meeting Agenda

ACS Hub Platform

Headshot Lounge

Lobby Ad

E-mail Promo

Banner Ad

Industry Thought Leader Session

Quantity \_\_\_\_ x \$1500

Session Plus Upgrade

Quantity \_\_\_\_ x \$1000

Opening Session

Closing Session

Networking Breaks

Quantity \_\_\_\_

Health & Wellness Videos

Photo Mosaic

Registrant E-mail Ad

I am an authorized representative of the company named above with the full power and authority to sign and deliver this application. The company listed on this application agrees to comply with all policies, rules, terms, conditions and regulations set forth by the American Chemical Society in this application.

AUTHORIZED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

Please return this signed application to [expo@acs.org](mailto:expo@acs.org) to confirm your participation

## Virtual Sponsor Rules and Regulations

### FULL PAYMENT

Virtual Sponsor agrees to pay ACS in the amounts and by the deadlines set-forth. Full payment is due no later than, Friday, March 26, 2021. If payment is not received by the deadline, Sponsor will forfeit the opportunity. The sponsorship is not completed unless full payment for sponsorship has been received. No exceptions. The payments under this Agreement shall constitute payment solely for the sponsorship(s) during the ACS Spring 2021 Conference. Sponsor makes such payments knowing that the ACS is not providing any services or undertaking any activities on behalf of the Sponsor.

### CANCELLATION POLICY

ACS reserves the right to cancel a Sponsor's participation for any reason, including delinquent payment. If a Sponsor chooses to cancel their participation, a notification must be submitted in writing to ACS, Exhibit Operations (expo@acs.org), the date of the cancellation shall be the date that the ACS received the written cancellation. Both the Sponsor and ACS acknowledges that, in the event of cancellation, the ACS will sustain substantial and real monetary losses that cannot be precisely determined. Due to the difficulty of determining and detailing said losses, the Sponsor agrees to pay the following as liquidated damages (and not a penalty) if Sponsor cancels its participation. For cancellations received on or before March 26, 2021, Sponsor agrees to pay a cancellation fee equal to 25% of the total booth fee. For cancellations received on and after March 27, 2021, Sponsor will be liable for 100% of the total participation fee. All cancellation fees are due and payable immediately upon cancellation. The above cancellation fee terms shall apply regardless of the execution date of this contract.

### ADVERTISING

The American Chemical Society does not endorse or promote any products or services related to a sponsorship, and Sponsors are prohibited from suggesting otherwise without ACS's prior written consent. No exceptions.

### CONFIDENTIALITY

ACS and Sponsor, on behalf of themselves and their respective officers, duly authorized agents and employees, agree not to use or disclose, at any time, any confidential information of the other party or its affiliated groups, unless expressly authorized in writing and/or required by law. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement for a time not to exceed three (3) years subsequent to the virtual event.

### LEGAL LIABILITY

Sponsors expressly assume all risk associated with or arising in connection with Virtual Sponsor's participation, including all risks of theft, loss, harm, or injury to a person, property, business, profits of the virtual Sponsor or its agents, representatives, employees, contractors, and/or any other person under its direction, whether caused by negligence, intentional act, accident, Act of God, or otherwise. Sponsors agree to indemnify and hold harmless the ACS and its members, officers, directors, or employees against all risks, damages, and liability whatsoever arising from any or all damage property or personal injury as described in this paragraph.

### FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, epidemic, threatened or imminent strikes, civil disorder, curtailment of transportation facilities, threats or terrorist attacks, or other similar occurrence beyond the control of the parties, making it illegal, impossible, inadvisable, or commercially impractical to carry on the Meeting, including by reason of the unavailability of the virtual platform or other essential services need to fully perform the terms of this Agreement. This Agreement may be terminated, or performance may be excused without penalty, for any one or more of such reasons by written notice from one party to the other.