

FOUNDED 1916



Florida
Engineering
Society

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES
of Florida



FAPG FLORIDA ASSOCIATION OF
PROFESSIONAL GEOLOGISTS

WINTER WATER SEMINAR 2019

SPONSOR PROSPECTUS 2019

NETWORKING + SHOWCASING = SALES

SPONSORSHIP OPPORTUNITIES

Gold | \$2,500

- Hyperlinked logo on FES's online WWS registration page
- Recognition on signage and printed materials
- Recognition from podium during seminar
- Sponsor recognition on session slides
- Pre- and post-seminar attendee list
- One (1) Complimentary Registration (\$249 value)
- Enhanced opportunity for your firm to participate as a speaker
- Co-host of the Evening Reception and Networking Breakfast

Silver | \$1,500

- Hyperlinked logo on FES's online WWS registration page
- Recognition on signage and printed materials
- Recognition from podium during seminar
- Sponsor recognition on session slides
- Pre- and post-seminar attendee list
- One (1) Complimentary Registration (\$249 value)
- Enhanced opportunity for your firm to participate as a speaker

Bronze | \$750

- Hyperlinked logo on FES's online WWS registration page
- Recognition on signage and printed materials
- Recognition from podium during seminar
- Sponsor recognition on session slides
- Pre- and post-seminar attendee list

SPONSORSHIP FORM

COMPANY INFORMATION

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Website: _____

CONTACT INFORMATION (This is the person to whom all information will be sent.)

Primary Contact Name: _____ Title: _____

Email: _____ Phone: _____

NAME BADGE INFORMATION (For Complimentary Representatives Included in Silver/Gold Sponsorships)

Representative Name: _____ Title: _____

SPONSORSHIP (Circle One)

Gold Sponsor: \$2,500
Includes 1 Complimentary Registration

Silver Sponsor: \$1,500
Includes 1 Complimentary Registration

Bronze Sponsor: \$750

IMPORTATION DATES

Sponsorship Form & Payment Deadline:
January 25, 2019

Sponsorship Cancellation Deadline:
January 25, 2019

Logo Submission Deadline:
February 1, 2019

PAYMENT

Sponsorship Total: \$ _____

Payment Type: Check VISA MC AMEX

Credit Card Number

Name on Card

Expiration Date

Security Code (CVV)

Billing Address **If different than above*

Signature **By signing, I agree to pay the stated amount*

Date

Submit Completed Form & Payment by Mail or Email by **January 25, 2019**

Email Submission: Email completed form to seminars@fleng.org to pay by credit card.

Mail Submission: Mail completed form to FES WWS P.O. Box 750, Tallahassee, FL 32302-0750 (either completed credit card information or check is accepted by mail).

Check Payments: To pay by check, make check payable to Florida Engineering Society.

Sponsorship Questions: Stefanie Dedmon, sdedmon@fleng.org, 850-224-7121

FES/ACEC-FL 2019 Winter Water Seminar Terms and Conditions

1. Terms of Agreement

It is understood that the following terms and conditions are accepted as a contract between the Florida Engineering Society/American Council of Engineering Companies-FL ("FES") and the Vendor listed on the attached Vendor and Sponsor Reservation Form (the "Vendor") FES and the Vendor may each be referred to as a "Party" or collectively, as the "Parties". It is agreed that Vendor will abide by the rules and regulations as contained within these terms and conditions (the "Agreement") before, during and after the Event, and by any and all agreements made by and between FES and the Event Location and any and all rules of the Event Location. FES shall have the sole authority to interpret and enforce all rules and regulations included herein, to make any amendments thereto, and to make further 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. Cancellation or Change of Exposition

In the event that the Event Location 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 FES or its agents, the Event may be canceled or moved to another appropriate location, at the sole discretion of FES. FES 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 FES. Causes for such action beyond the control of FES shall include, but are not limited to: fire, casualty, flood, epidemic, 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 labor, technical or other personnel, labor union disputes, loss of lease or other termination by Event Location, municipal, state or federal laws, or acts of God. Should FES terminate this Agreement pursuant to the provisions of this section, the Vendor waives any and all claims for damage arising thereof. Refunds in the event of termination shall be made to Vendors in the amount of the original fees less prorated adjustments based on FES costs incurred from staging and/or relocating the Event.

3. Cancellation by Vendor

In the event of cancellation by Vendor, FES shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule: 60 days prior to the start of the event, 50% of total booth rental/sponsorship fee; 45 days prior to the event, 100% of total booth rental/sponsorship space fee. FES must receive written notification of the cancellation by mail or facsimile. The date of receipt of the cancellation notice by FES will determine the above assessment charges. In the event of either a full or partial cancellation of space or sponsorship by a Vendor, FES reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment does not relieve the canceling Vendor of the obligation to pay the cancellation assessment. It is mutually agreed that by canceling, the Vendor relinquishes all benefits included with the exhibit space or sponsorship.

4. Subleasing

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

5. Limitation of Liability

FES shall not be liable, and Vendor agrees to make no claim for any reason whatsoever against FES, FES's official exhibit services provider or Event Location, 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 FES. The Vendor is solely responsible for its own materials and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood that all property of Vendor is in their care, custody, and control in transit to, or from, or within the confines of the Event Location and the exhibit hall. FES shall bear no responsibility for the safety of Vendor, their personnel, employees, agents or representatives or personal property.

6. Insurance

Vendors shall, at their sole cost and expense, procure and maintain through the term of this Agreement, the following insurance: Comprehensive General Liability insurance including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the Vendor's employees. Such insurance shall name the following as additional insureds: FES, Event Location, and their respective members, officers, agents, and employees. Proof of such insurance shall be provided to FES or its agent or representative upon request.

7. Damage to Property

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

8. Attendance

Admission policies shall remain, at all times, the prerogative of FES and may be revised or amended to suit unforeseen conditions.

9. Indemnification

Vendor agrees to defend, indemnify, and hold harmless FES, the Event Location, 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 Vendor, 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 Vendor's obligations under this Agreement by Vendor, Vendor's agents, employees or representatives; (ii) the failure of Vendor, Vendor'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 Vendor. FES will have no liability whatsoever for any indirect, consequential, special or incidental damages, regardless of how those damages are incurred.

10. Intellectual Property: License and Infringement

Vendor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit booths or displays. No Vendor 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 Vendor has, or does not need, a license to use such music or copyrighted material. FES condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of the Event, FES cannot become involved in Vendor disputes or provide legal advice. Vendor agrees not to sue or threaten to sue FES for contributory infringement or any other theory that FES is indirectly or secondarily liable for a violation of intellectual property rights (e.g. trademark, copyright, or patent) by a third party. Vendor warrants that it is the owner or licensee of all intellectual property used by Vendor at the Event or in promotion thereof. Vendor agrees to defend, indemnify, and hold harmless FES, their officers, directors, employees and agents, harmless 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 Vendor at the Event or in promotion thereof.

11. Waiver of Rights

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

12. Floorplan

Relocation and Floor Plan Revisions FES retains the exclusive right to revise the exhibition floor plan and/or move assigned Vendors as necessary.

13. Amendment and Additional Rules

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

14. Agreement to Rules

Vendor, for himself or itself, his or its personnel, employees or representatives, agrees to abide by the foregoing rules and those provided and contained in the Vendor Prospectus, and by any amendments and additional rules that may be put into effect by FES.

15. Obstruction of Aisles or Booths

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Vendors' booths shall be suspended for any periods specified by FES.

16. Exhibit Personnel – Registration and Code of Conduct

No more than one Vendor representative will be issued a complimentary Full Convention registration for purchase of an exhibit table. This badge allows access to all FES Convention functions open to Convention registrants. Any additional exhibit table personnel must be registered for the Convention as Full Convention registrants. Vendor Personnel shall wear badge identification furnished by FES at all times while they are in the exhibit area. FES reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours. All Vendors and their representatives will be held by FES to the highest standards of personal and professional conduct. Vendor and its representatives agree not to disturb the activities of other Vendor representatives, disturb or harass other Vendors or Event attendees, disturb or touch another vendors property, precipitate the intervention of hotel security or public law enforcement, or in any other way disrupt the smooth operation of the Event. FES reserves the right to determine in its sole judgment when a Vendor and/or its representative has violated the standards of conduct, and to take whatever action FES deems necessary to protect the safety of Event attendees and the public, up to and including immediate termination of the Vendor's exhibit privileges, expulsion from the Event Location, and barring of the Vendor from future exhibition with FES.

17. Display

FES shall have full authority for approval or arrangement and appearance of items displayed. FES may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to FES for the costs that may be incurred by Exhibitor thereby.

Vendors shall be bound by the decisions of FES in all matters related to the Event.

Official representative for sponsoring or exhibiting company:

Signature _____ Date: _____

Print Name _____