**ACME Development NAIOP Sponsorship Agreement**

**Value of Sponsor and Exhibit Package: $9,990**

**Your Investment: $7,990**

**Benefits Include:**

**Silver Sponsorship at NAIOP I.CON Cold Storage 2024***October 7, 2024, Caesar’s Palace, Las Vegas, NV*

Two conference registrations

Option to purchase additional registrations at a 20% discount, limit of 5 discounted registrations

Logo recognition on signage in conference common areas only

Logo placement on digital and print media associated with the conference

One tabletop exhibit. Tabletop exhibit space – with one 6-foot draped table included.

**Exhibit Package at CRE.Converge 2024**

*October 8-10, 2024, Las Vegas, NV*

Two full conference registrations

One 8’x10’ exhibit space

Exhibit space includes one 6-foot draped table in an 8’x10’ exhibit space. Space is carpeted, includes basic electric and Wi-Fi. Your exhibit must fit in the space provided.

Listing with your company logo on conference web site and in conference app.

Option to purchase additional full conference registrations at a 20% discount.

Access to a pre-and-post conference attendee list.

**Cancellation & Other Terms and Conditions**

This sponsorship agreement is subject to the terms and conditions outlined on pages 2-4.

By signing this agreement you confirm that you received and reviewed the terms and conditions on pages 2-4. If you did not receive these pages please alert your NAIOP representative at once.

The undersigned represent that they are duly authorized representatives of the parties, and have full authority that bind their respective party by execution of this Agreement.

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**Items needed for Sponsorship Activation:**

Should you change any of the following items while your sponsorship is in effect it is the sponsor’s responsibility to notify NAIOP of the change and send updated materials.

These items are required to activate your sponsorship. Should the sponsor not provide these materials in the correct format/specifications NAIOP will not be liable if they do not appear in conference materials, including but not limited to any printed conference signage, programs or digital media.

* **Logo:** Please send anEPS and JPEG color logo, at least 300 DPI, print optimized.
* **Company Description:** Please provide a company description of 40 words.
* **Company Name:** Please indicate your company name exactly as you want to see it in print.
* **Web Site:** Please provide the URL you would like listed in conference programs and online.
* **Twitter Handle, if applicable**

**Terms and Conditions of your NAIOP sponsorship agreement.**

This Sponsorship Agreement (“Agreement”) is between NAIOP, Inc. (“NAIOP”) and ACME Development Co (“Sponsor”) by which NAIOP grants Sponsor the right to be a sponsor of the NAIOP events as listed on page 1 of this agreement (“Event”).

1. In consideration for the benefits listed on Page 1 (“Sponsor Benefits”), Sponsor agrees to pay NAIOP $7,990. NAIOP will send the invoice within one week of the return of this signed agreement.
2. Event sponsorships must be paid in full sixty (60) days from date of invoice. Failure to make payment on time may result in NAIOP selecting a different Sponsor or removal of the Sponsor, including but not limited to the Sponsor losing any and all benefits of sponsorship.
3. For registrations included in this sponsorship: Registrations are fully transferable. Unused registrations have no value. No split/shared registrations allowed. That is one person may not use a registration one day and then pass to another person for the next.
4. Submission of any proposed logo, advertisement, artwork, display concepts, or other information (the “Materials”) or payments does not guarantee sponsorship. NAIOP shall notify each prospective sponsor of acceptance and official designation as a sponsor. NAIOP shall make every reasonable effort to approve all appropriate and complete sponsorship submissions on a first in time basis, but final approval of any sponsorship will be made upon the sole determination of NAIOP. NAIOP reserves the right to reject any proposed sponsorship for any reason, or to cancel any sponsorship for which any payment(s) has not been timely received.
5. Sponsorship cancellations must be received in writing sixty (60) days before the Event is scheduled to begin. Cancellations received after these dates shall receive no refund. Sponsor shall be liable for the full sponsorship investment. If the Sponsor Benefits include Event registrations, the registrations are fully transferable. Unused registrations have no value. No split/shared registrations are allowed. That is, one person may not use a registration one day and then pass the registration to another person for the next day.
6. All advertising, marketing, signage, and similar materials shall be provided by the Sponsor, as applicable, and are subject to the approval of NAIOP, including but not limited to placement and size restrictions, and venue space availability as determined solely by NAIOP. Sponsor agrees to provide NAIOP with the following information:
* Logo: Sponsor shall provide an EPS and JPEG color logo, at least 300 DPI, print optimized.
* Company Description: Sponsor shall provide a company description of 40 words.
* Company Name: Sponsor shall indicate its company name exactly as Sponsor wants to see it in print.
* Web Site: Sponsor shall provide the URL it would like listed in conference programs and online.
* Sponsor’s Twitter Handle, if applicable

Sponsor agrees to submit all information by NAIOP’s indicated deadlines. Sponsor agrees to submit all electronic images in high resolution and in eps, jpg or tif formats. Should Sponsor not provide these materials in the correct format/specifications by the deadline established by NAIOP, NAIOP shall not be liable if the materials do not appear in conference materials, including but not limited to any printed conference signage, programs, digital media or specialty items such as conference bags, lanyards, etc.

1. Sponsor is responsible for packing and shipping all exhibit property and arranging for its removal from the conference during the tear down times established by NAIOP. Any materials left after this time may be packed and shipped by the conference decorator at the expense of Sponsor or may be discarded. NAIOP assumes no liability for Sponsor’s exhibit or property that remains after the established tear down times and/or end of conference time. The cost of packing and transporting all Sponsor Materials and product to and from the event shall be borne by Sponsor. NAIOP shall have no liability for damage to, or loss of, any Materials or property furnished by Sponsor for use during the sponsorship. Sponsor shall be responsible for maintaining a master copy of all such Materials or property.
2. Except as expressly provided herein, nothing herein grants Sponsor any right or license to copy, reproduce, or use in any way NAIOP’s trademarks, trade names, copyrighted works, registered marks, service marks, logos, promotional material, copy, or other identifying marks and indicia without NAIOP’s prior written consent. Sponsor may request NAIOP’s authorization to use the Event logo in Sponsor’s advertising and marketing materials. Use of the NAIOP or Event logo(s) must be approved in writing by NAIOP before being produced or published. If such a request is authorized by NAIOP, the authorization is valid only from the time of approval until after the end of the Event. NAIOP agrees to only use sponsor logo only as contemplated by this agreement and only in the context of fulfilling NAIOP obligations to the sponsor under the terms of this agreement.
3. Sponsor represents and warrants that: (a) all required consents of third parties have been obtained with respect to all Materials and that promoting and distributing such Materials will not infringe any common law or statutory copyright, right of privacy, trade name, trade dress, trademark, dramatic right, motion picture right, literary right, music performance right, music synchronization right, master recording use right, or any other right of any person or entity; (b) the Materials will not contain any libelous, slanderous, defamatory, obscene, indecent or otherwise objectionable or unlawful material including without limitation, any material that would constitute illegal competition or violation of a trade practice; (c) it holds all right, title and interest in and to all Materials and all reproductions thereof, including without limitation, videotapes and prints thereof, and the title or titles, names, stories, plots, incidents, ideas, formulas, formats, general content, and any other literary, musical, artistic or creative material included therein (other than material in the public domain); (d) all Materials will be free and clear of all claims, liens, and encumbrances from third parties of any kind or type; and (e) Sponsor’s Materials and product(s) comply with all applicable laws and regulations. Sponsor shall provide proof of the validity of the foregoing representations and warranties to NAIOP upon request. NAIOP reserves the right not to print or otherwise present in any manner any Materials or portions of the Materials if Sponsor has not supplied NAIOP with adequate proof, if requested and as determined by NAIOP in its reasonable discretion, as to such rights in and to any matter contained in the Materials. NAIOP additionally reserves the right to reject any Materials or portions of the Materials that it reasonably determines do not comply with this Agreement.
4. NAIOP does not assume any liability for any acts or omissions of Sponsor, its officers, directors, employees, or agents. Sponsor shall indemnify, defend, and hold harmless NAIOP and its officers, directors, employees, and agents against and from any and all claims, liabilities, injuries, damages, costs, losses, or expenses, including any and all attorney’s fees, arising out of or in any way related to any intentional or negligent act or omission of Sponsor. Sponsor, upon notice from NAIOP, shall defend NAIOP at Sponsor’s expense by counsel reasonably satisfactory to NAIOP.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE). EACH PARTY DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE SPONSORSHIP CONTEMPLATED BY THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NAIOP DISCLAIMS ALL WARRANTIES AND GUARANTEES WITH RESPECT TO THE SPONSORSHIP, INCLUDING, WITHOUT LIMITATION, WARRANTIES AND/OR GUARANTEES RELATING TO: (A) ADVERTISING RESULTS FROM THE SPONSORSHIP; AND (B) ANY EXPECTED AUDIENCE SIZE AND REACH DATA WITH RESPECT TO THE SPONSORSHIP.
6. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party shall have the right to assign or transfer this Agreement or the rights and obligations hereunder without the prior written consent of the other party. This Agreement cannot be altered, changed, waived or otherwise amended except as agreed upon in a writing signed by both parties.
7. Sponsor agrees that any disputes arising out of or related to the sponsorship contemplated by this Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, or, if applicable, federal law. Sponsor further agrees that any legal proceedings arising out of or related to the sponsorship shall be maintained exclusively in the state or federal courts located in Fairfax County, Virginia. Sponsor consents to and subjects it/him/herself to the personal jurisdiction of such courts and agrees that jurisdiction and venue for any such proceeding shall lie exclusively with such courts.
8. The failure of a Party to enforce the other Party’s strict performance of any provision of the Agreement shall not constitute a waiver of its rights to subsequently enforce such provision or any other provision of this Agreement. If any provisions of this Agreement shall be invalid or unenforceable, the remainder of the provisions of this Agreement shall not be affected, and each and every provision shall be enforceable to the fullest extent permitted by law.
9. Neither NAIOP nor Sponsor shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement (excluding the obligation to make payment when due) if such delay or failure arises by any reason beyond its reasonable control, including without limitation any act of God, any acts of government or any common enemy, the elements, earthquakes, floods, fires, epidemics, riots, or failures or delay in transportation or communications ("Force Majeure"); provided, however, that lack of funds shall not be deemed to be a reason beyond Sponsor’s reasonable control. NAIOP and Sponsor will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a delay in the performance of this Agreement