

2020 CALSHRM STATE HR ADVOCACY & LEGISLATIVE CONFERENCE SPONSORSHIP AGREEMENT



This AGREEMENT is between the California State Council of SHRM (CalSHRM), a California non-profit organization and ("Sponsor").

SPONSOR INFORMATION:

Address: Website:
City: ST ZIP: Phone: Cell:
Contact: Title: Email:

NAMES OF COMPANY EMPLOYEES ATTENDING CONFERENCE:

Ballroom Inside includes 2 Full Conference Badges

Foyer Outside includes 1 Full Conference Badge

Attendee 1: Title: Email:
Attendee 2: Title: Email:

Additional Full Conference Badges for Sponsor Attendees are \$395 per person. We wish to add attendees for

Attendee 3: Title: Email:
Attendee 4: Title: Email:

SPONSORSHIP TERM:

TABLE LOCATION:

POWER:

SPONSOR BRANDING OPPORTUNITY SELECTION(S): (In addition to or instead of table and badge costs)

EXCLUSIVE - \$5000 Each

MUTUAL - \$3000 Each

MULTI - \$2000 Each

A-LA-CARTE - \$600 - \$875 Each

SPONSORSHIP TOTALS & PAYMENT OPTIONS:

PAY BY CHECK

Submit this Agreement and a company check for the Total Sponsorship Amount Due or Email Agreement and mail check to CalSHRM separately to address below within 30 days.

MAIL CHECK MADE PAYABLE TO:

CalSHRM

1950 West Corporate Way, PMB 14859
Anaheim, CA 92801

PAY BY CREDIT CARD

There is a 2.5% processing fee added for all CC Payments. CalSHRM will send an E-Invoice Email to the Sponsor Contact Email Address noted above with a link to our secure online Credit card processor, Authorize.net. Please email admin@calshrm.com if you want the invoice sent to an alternative email..

ENTER TOTALS FROM ABOVE

Table Location Cost:

Power Cost:

EXCLUSIVE Item(s):

MUTUAL Item(s):

MULTI Item(s):

A-La-Carte Item(s):

Additional Attendee(s):

TOTAL SPONSORSHIP:

Credit Card Processing:

PLEASE READ ALL TERMS AND CONDITIONS ON PAGE 2 BEFORE SIGNING

With our authorized Signature below, the Sponsor confirms having read and agreed to the Terms and Conditions on the reverse side hereof, and hereby offer to contract for exhibit space and services for the 2020 CALSHRM, California State HR Advocacy & Legislative Conference, hosted by the California State Society for Human Resource Management. This Sponsorship Agreement is not executed and enforceable unless signed by company & CalSHRM.

Sponsor Authorized Signer Name

CalSHRM Authorized Signer Name

Title

Title

Signature:

Date:

Signature:

Date:

Sponsor has the desire to cross-promote and advertise a variety of their marketing and advertising products and services at the 2020 California State HR Advocacy & Legislative Conference in Sacramento California.

1. IDENTIFICATION/SELECTION OF SPONSORSHIP LEVEL

- a) Sponsor must select, circle, mark, initial, or highlighting bold the sponsorship level of their choice on first page one of this Contract.

2. SPONSORSHIP FEE PAYMENT

- a) Full Sponsorship Fee payment by check is due with the completed Sponsorship Agreement. Partial Payments do not secure benefits
- b) Sponsors may choose to pay for fees by credit card (MC, VISA, DISCOVER, AMEX) through secure Cvent and Authorize.Net. A 2.5% processing fee will be added.
- c) Sponsors selecting payment by check, MUST mail their Check and completed agreement if not emailed to CalSHRM within 30 days to receive full benefits.
- d) All sponsor benefit terms and conditions outlined cannot be honored if Agreement and full payment are not received by CalSHRM by the required due dates.
- e) In the event that a Sponsor fails to make payment to CalSHRM, CalSHRM has the right to terminate the Agreement and bring legal action.

3. INDEMNIFICATION FOR LIABILITY

- a) Sponsor is solely responsible for any legal liability arising out of or relating to the Sponsorship.
- b) Sponsor agrees to indemnify CALSHRM and to hold CALSHRM harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by CALSHRM, arising out of or related to Sponsor's breach of any of the foregoing representations and warranties.

4. RIGHT TO REFUSE SPONSORS

- a) CALSHRM reserves the right to refuse any/ all Sponsor advertisement or continued Sponsorship activity that does not completely conform to every detail, instruction, method, and guideline set forth in this agreement.
- b) CalSHRM reserves the right to refuse any sponsorship application from an organization whose core business functions directly compete with the business functions of CalSHRM or SHRM.
- c) Sponsors are subject to and must abide by all applicable state and federal laws.
- d) Sponsors ("Sponsorship Activities") are governed by the venue and are subject to change without notice.
- e) In addition, CalSHRM may in its complete discretion refuse the use of any Sponsor or Sponsorship Activities that it deems inappropriate.

5. BUSINESS CATEGORIES

- a) CalSHRM allows a maximum of three (3) sponsors: In the same or similar business category; AND Who have selected to be an exhibitor at the Conference
- b) Sponsors who select no exhibitor table or booth, may have multiple category exposure.

6. SPONSOR GRAPHICS AND URLS

- a) CalSHRM only accepts a Sponsor's company logo with a URL link to the company's homepage.
- b) Logos for special events, dated educational programs, competing membership associations or services in conflict with any current CalSHRM agreements or CalSHRM affiliates are not accepted.
- c) All URLs will be verified and CalSHRM reserves the right to reject any logo or URL not in keeping with its standards.
- d) CalSHRM's liability for any graphic or URL error will not exceed the costs of the space for which the error occurred.
- e) Logo files may not exceed 600 Pixels X 600 Pixels.
- f) Logo files are required to be provided in JPEG or PNG digital format and cannot be provided embedded in MS Word Documents or other files.
- g) Logo Files may be emailed to admin@calshrm.com or sent on USB Drive to:
CalSHRM,
1950 W Corporate Way
PMB 14859,
Anaheim, CA 92801

7. SPONSOR/EXHIBITOR TABLE LOCATION

- a) Table "location" for Sponsors and Exhibitors in their respective areas at the conference will be predetermined by the date payment is received, by business category, and by Sponsorship Level.
- b) Sponsorships are secured and reserved in order, by receipt of the completed Sponsor Agreement, payment of sponsor fees, and receipt of any graphics included in benefits as stated.
- c) Only one (1) company may occupy an expo table. Co-exhibitor tables are prohibited.
- d) Electrical access for exhibitor and sponsor booths are EXTRA and must be paid at time of Sponsorship.

8. ADDITIONAL ITEMS

- a) The cost for any additional sponsor/exhibitor personnel to attend is \$385 per person. This fee includes Conference Breakfast, Refreshments, Luncheon, and receptions for one additional person.
- b) Attendee lists will include only those who have opted into receiving vendor information.

9. SPONSOR/EXHIBITOR CANCELLATION POLICY

- a) Sponsors who find it necessary to cancel and who request a full refund, must do so, in writing, prior to December 1, 2019. Failure to cancel in writing by December 1, 2019 will result in a pro-rata deduction from any refund issued of 25% per calendar week past December 1, 2019.
- b) No Refunds will be issued to any sponsor/ exhibitor on or after December 29, 2019.

10. GENERAL PROVISIONS

- a) Entire Agreement - This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both parties hereto.
- b) Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of California. Exclusive jurisdiction and venue shall be in Sacramento.
- c) Binding Effect - This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.
- d) Waiver - The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.
- e) Good Faith - Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
- f) Indemnification - Both parties warrant that everything they give one another to use in fulfillment of Specifications is legally owned or licensed. Both parties agree to indemnify and hold harmless one another from any and all claims brought by any third party relating to any aspect of the content and services, including, but without limitation, any and all demands, liabilities, losses, costs, and claims, including attorney's fees, arising out of injury caused by either party's products/services, material supplied, copyright infringement, and/or defective products sold via the advertising or Services of either party.
- g) Use of Services and Creative Content for Promotional Purposes - Both parties may advertise, use, or otherwise promote the creative content, description of services performed, results of services, and campaign data as they see fit for promotional purposes, so long as prior consent is mutually agreed upon by CalSHRM and the Sponsor.
- h) Attorney's Fees - In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.
- i) Term of Agreement - This agreement shall begin at the time of assent of both parties by signature, and shall continue in full force until terminated in writing by either party or upon the date and time of Friday, April 17, 2020 at 8:00 p.m. Pacific Time.