

Hospitality Partner

2024 Terms & Conditions for Event Participation

(Effective January 1, 2024)

The following represents a binding contractual agreement between Financial & Insurance Conference Professionals (FICP) and the Hospitality Partner ("Participant") attending an FICP event (each a "Party" and together the "Parties"), whether live or virtual.

1. **Eligibility.** Event participation is open to those who meet the FICP Hospitality Partner (HP) requirements as defined by the [categories](#) that constitute hospitality partner eligibility. All fees must be paid in full. While participation in the association is by individual, event participation (including sponsorship) is by company. FICP reserves the right to refuse event participation to any individual or company at any time.

2. Elements of the Sponsorship Program

- a) **Option 1: Patron Participation.** FICP offers a Patron Entry that includes admission to the event and does not include marketing exposure or sponsorship benefits. This option is offered for the Annual Conference, Symposia and Strategic Leaders Event and is not offered for the Education Forum.
 - i. All patron entries must participate in the first-come, first-served Sponsorship Sales Process. Entries are prioritized according to date/time received and availability in accordance with the Hospitality Partner category demographics.
 - ii. Only one Patron Entry application will be accepted from the same company, and will be determined on a first-come basis. If multiple individuals attempt entry from the same company, the first one in receives the entry.
 - iii. Payment in full is due within 30 days of invoice and is non-refundable.
 - iv. The number of Patron entries available varies based on the needs of the event and the ratio of meetings professional -to-hospitality-partner attendees.
 - v. Should FICP choose to add to the number of available Patron Entry opportunities, the entire hospitality partner community will be informed via email after "waitlisted" entries have been exhausted.
 - vi. Hospitality Partners who work for chain hotels, as defined by FICP, may NOT apply at the Patron Entry level.
- b) **Option 2: Sponsorship.** FICP offers a variety of sponsorship levels which are outlined in detail in the [Sponsorship Prospectus](#). Levels generally increase based on the number of participants desired.
- c) **Option 3. Recruitment/Referral.** On occasion, FICP may provide an incentive for hospitality partners to gain inclusion to an event as a reward for membership recruitment or referrals. Check the [website](#) or call Headquarters for details.

3. The Process

- a) **The Sponsorship Sales Process.** Sponsorship applications are offered for all FICP events on a first-come basis and must be submitted online. Applying during the sales process is not an assurance of eligibility. All applications are subject to review and FICP reserves the right to refuse any application for any reason deemed appropriate. Additionally, FICP reserves the right to revoke participation privileges based on intellectual property violations, unfair trade practices or other activities in the industry deemed illegal, unethical or contrary to the best interests of FICP.

The date and time of the Sponsorship Sales Process will be announced in advance by FICP to all existing Hospitality Partners. The process is designed to allocate participation based on the demographics of all hospitality partner [categories](#).

FICP determines the maximum number of attendees (registrants) at any given level and may at any time amend the number of sponsorship opportunities offered.

- b) **Pre-Sold Sponsorship.** FICP reserves the right to sell any sponsorship in advance or make arrangements to provide services that are necessary to organize the event, including AV/Production, Speakers, Transfers, Evening/Networking Events and other needs. A limited number of Strategic Partnerships are pre-sold to the Education Forum and Annual Conference. All individuals associated with a chain hotel, as defined by FICP, must be pre-appointed through their Global Sales Office (GSO) representative in order to participate. All other participants must vie for inclusion under the Sponsorship Sales Process.

4. Rules of Engagement

- a) **One sponsorship per company and one company per sponsorship.** Companies may not combine sponsorships unless authorized in writing by FICP. A company, as defined by FICP, includes companies that share a common parent entity, owner, brand and/or management company.

- b) **Transfers/Substitutions/Replacements.** Sponsorship or participation for one event is not transferrable to another event. Substitutions or replacements may only be made to another employee or designated representative with sales responsibility for participating company, provided that person is or becomes a hospitality partner of FICP. Such requests must be submitted to FICP in writing.
 - c) **Organized Events, Including Hospitality Suites, Meeting Rooms, Entertainment, Tours and Special Events.** FICP does not permit hospitality partners to host any organized functions beginning one hour prior to the start of an FICP conference to one hour following the official conclusion of same conference. This includes events before, between or after the hours of a daily program within an FICP conference. This policy applies to the Annual Conference, Education Forum, Symposia, Strategic Leaders Event and any future created FICP conferences, and applies to both registered conference and non-registered hospitality partners. Use of the FICP hotel and conference-related communication systems to promote sponsors or their products or services is prohibited. If Participant does not act in accordance with the stated rules, Participant may be removed from the event and/or lose the privilege of participating in future FICP events.
 - d) **Pre/Post Events.** Any FICP hospitality partner-hosted pre- and/or post-event must be confirmed with FICP Headquarters in writing at least 90 days prior to said FICP conference.
 - e) **FICP Branding & Logo Usage.** FICP's name and/or logo shall not be used in any promotional materials reproduced on any items, documents or promotional materials, or published on any websites, social media sites, or in any other print or electronic media without the express written permission of FICP. In addition, mention of FICP in any informational or promotional material or correspondence should not imply, by reasonable standards, the opinion that FICP has given an endorsement. In requesting permission, please state the reason, scope and method of use for the FICP name or logo. Permission is subject to Headquarters approval and approval will be granted only for the specific purpose stated. Use without permission may result in the revocation of status within the organization and all benefits or obligations thereto.
 - f) **Marketing Collateral.** All marketing pieces (print or digital) must be pre-approved in writing by FICP prior to posting or distributing. FICP reserves the right to request any change to the content supplied by the sponsor. FICP also reserves the right to cease distribution of any materials that in its sole discretion are not in the best interests of FICP, its members or the event. FICP generally prohibits amenities unless they are provided by direct sponsoring organizations and approved in writing by FICP at least two weeks prior to the event.
 - g) **Intellectual Property.** Participant hereby grants to FICP a revocable, non-transferable, royalty-free license to use the trademarks, logos or other intellectual property that Participant provides to FICP solely for purposes described in this agreement and for no other purpose. Participant represents and warrants to FICP that no materials infringe upon the trademarks, copyrights or other intellectual property rights of any third party.
5. **Payment.** Once event participation/sponsorship is approved, Participant has 10 business days to submit a 20% payment deposit in US dollars (Patron Entries are due in full in 30 days). Payments must be made by one billing contact. Sponsors that fail to provide a deposit within this time frame will forfeit their sponsorship and ability to attend the event.
- All payments must be made directly to FICP, except in the case of In-Kind Sponsors where no dollars are exchanged. Payments for the 80% balance due must be received by FICP within the designated deadline in order to begin receiving sponsorship benefits. No credit card transactions will be accepted over \$10,000. Failure to submit payment in full for the agreed sponsorship and registration will result in the Sponsor/Participant losing their sponsorship status and individuals will not be able to register, participate in or sponsor at any future FICP event until payment is made in full. FICP will pay the appropriate vendor(s) supplying sponsorship deliverables, and reserves the right to select all sponsorship vendors, regardless of whether the sponsorship is paid or in kind.
6. **Cancellation & Refunds:** All sponsorships are non-assignable, non-cancellable, and non-refundable.
7. **Registration.** All participants accepted to attend an FICP event must register by the announced deadline, even if their participation is pre-paid.
- a) An individual must be an FICP Hospitality Partner to register for and attend an event. Any unused registration will be forfeited.
 - b) Companies must pay for the minimum number of registrations at their sponsorship level.
8. **Insurance/Liability.** Participant agrees to carry full liability and cancellation insurance for any solely sponsored function that is held in relation to any FICP-sanctioned event and releases FICP, its associates, managers, officers and all affiliates from any financial liability or loss caused by any reduction in attendance or cancellation for any reason. FICP and Participant shall each, throughout the term of this Agreement, maintain insurance at its sole cost and expense, in an amount and scope to be reasonably sufficient to cover its liabilities under this agreement. Additionally, Participant agrees that any subcontractors or vendors Participant hires must produce a Certificate of Insurance naming FICP and Smithbucklin as additional insureds.
9. **Limited Liability.** Except for any indemnification obligations, damages related to intellectual property infringement, or amounts actually due hereunder, the liability of FICP or Participant under this Agreement or for any act, error or omission for which it may be held legally responsible in connection with the terms hereof shall not exceed the amount of the fee actually received by FICP. Neither FICP nor Participant will, in any event, be liable for incidental or consequential damages, including, but not limited to, lost

income or profits. Unintentional or inadvertent failure of either Party to print, publish, or circulate the other Party's name and/or materials shall not be considered a breach of the Agreement.

10. **Indemnification.** In addition to indemnity obligations that may exist elsewhere in this agreement, each of the Parties (the "Indemnitor") will indemnify, defend and hold the other (the "Indemnitee") harmless, including their respective officers, directors, employees, and agents, against any damage, loss, cost or expense (including court costs and reasonable attorneys' fees) which the other Party, or their such officer, director, employee, member, or agent, may sustain or incur by reason of any claim, demand, suit or recovery by any person or entity (i) arising out of the Indemnitor's sole acts or omissions, or those of its officers, employees, agents, or representatives and contractors, excluding acts of Indemnitee's employees and agents; (ii) arising directly out of Indemnitor's, or any officer's, director's, employee's, consultant's or agent's performance of Indemnitor's obligations under this Agreement, excluding acts of Indemnitee's employees and agents; or (iii) any breach by Indemnitor of any of Indemnitor's covenants or obligations under this Agreement. Notwithstanding anything to the contrary, Indemnitor's indemnity obligation will not apply to any claim arising out of the concurrent negligence or willfully wrongful act of Indemnitee.
11. **Force Majeure.** Neither Party to this Agreement will be liable in any manner for failure or delay of fulfillment of all or part of this Agreement owing to any causes or circumstances beyond its reasonable control, including without limitation acts of God, (e.g., rainstorm, flood, wind, damage by the elements, earthquake, tornado, other natural disasters), terrorism, infectious disease, war, fire, strikes, acts or orders of government or third-party responsibility. Notwithstanding the above, this provision shall not apply in the event that FICP conducts the event but Participant is unable to attend the event due to any cause beyond its control including, but not limited to, weather, transportation delays, or illness.
12. **Event Cancellation by FICP.** FICP reserves the right to cancel an event due to circumstances that would make the event illegal, impractical or impossible to hold. If FICP cancels an event, FICP will refund registration fees or allow transfer to another event, if applicable. FICP will not be responsible for reimbursement of any participant's expenses related to the cancellation or postponement of an event.
13. **Waiver.** The waiver of any provision of this agreement shall not be construed to be a waiver of either Party's right to later require strict observation and performance of each of the provisions hereof.
14. **Severability.** If any section or provision of this agreement is deemed illegal by a competent court of law, all other provisions of this agreement shall remain in force.
15. **Entire Agreement.** This agreement constitutes the entire agreement between Participant and FICP. No modification or amendment to this agreement shall be effective unless made in writing and signed or acknowledged by the Party being bound.
16. **Governing Law.** This agreement shall be governed and construed in accordance with the laws of the State of Illinois.

Each participant will be held responsible for themselves and their company for bidding by these rules and regulations governing event participation. Failure to comply will result in various consequences, as severe as losing the privilege of active status in the association and future participation without refund. All matters and questions not covered by the Rules & Regulations are subject to the decision of FICP.