



## Terms & Conditions For Event Participation (Effective for 2017)

The following represents a binding contractual agreement between Financial & Insurance Conference Planners (FICP) and the hospitality partners ("Participants") attending an FICP event:

1. **The Event Participation Process.** Competitive entry applications are offered for all FICP events on a first-come basis and must be submitted online. FICP pre-sells some sponsorship opportunities, which is up to the association's discretion. All applicants must be registered FICP Hospitality Partners in order to participate in the process.
  - a. Participants will receive the benefits corresponding to the level of participation as defined by FICP.
  - b. FICP determines the maximum number of spots (number of attendees) at any given level.
  - c. FICP may amend the number of sponsorship opportunities depending on the final program plan.
  - d. Sponsorships and attendance are not transferrable between events and all attendees representing a sponsor must be employed by that sponsoring company.
  - e. Amenities are discouraged and are not considered part of the sponsorship program. They do not qualify for benefits or registration spots. FICP must review and approve any amenities in writing in advance. Additional room drop charges may apply and are the responsibility of the sponsor.
  - f. The total accumulation of sponsorship value for any one company's sponsorship cannot exceed the value of the highest level attainable within the respective sponsorship program (i.e., Super Platinum levels).
2. **The Patron Entry Process** (Annual Conference and Symposia). Patron Entry covers the cost of admission to the event only and is not considered as a sponsorship. This option does not include marketing exposure or any sponsorship benefits.
  - a. Hospitality Partners must apply for Patron Entry through the competitive online process. Patron spots are offered on a first-come basis.
  - b. While Patron Entry includes event registration fees, hospitality partners must complete the registration process for the meeting.
  - c. Patron Entries will be prioritized according to date/time received and availability in accordance with the Hospitality Partner category demographics. Categories are:
    - Independent Hotel Sales (non-chain)
    - Destination Management Company
    - Convention & Visitors Bureau/Association (CVB/CVA) or Tourist Authority
    - Airline, Cruise Line, Riverboat or Passenger Train
    - Audio Visual and/or Production Company
    - Independent Representative
    - Speakers Bureau
    - Entertainment Company
    - Technology Company
  - d. Hospitality Partners who work for companies that have been designated as FICP Chains or Small Collections may NOT participate in the Patron Entry program.
  - e. Only one Patron Entry application will be accepted from the same company, and will be determined on a first-come basis.
  - f. Patron Entries are not transferrable to other Hospitality Partners.
  - g. The number of Patron spots available varies from year-to-year depending on the balance of planner-to-hospitality-partner attendees.
  - h. Should FICP choose to add to the number of available Patron Entry opportunities at a later date, the entire Hospitality Partner community will be informed via email after "waitlisted" entries have been exhausted.
  - i. Payment must be submitted in full within 10 business days of acceptance and is non-refundable.
3. **Individual/Company Participation.** Individual companies may not have more than one entry/sponsorship for a meeting. Separate companies may not combine sponsorships. Sponsorships are issued to the company, not the individual, and may not be transferred.
4. **Registration.** Participants invited to attend an FICP event must register by the announced deadline.
  - a. An individual must be an FICP Hospitality Partner to register for an event. Only registered representatives may attend FICP events. Registrations may not be transferred to other FICP events; any unused registrations will be forfeited.
  - b. Sponsors are obligated to fulfill the minimum number of registrations for their sponsorship level.
  - c. Registrants who are unable to attend may designate another person to attend in their place provided that they are employed within that same company. All substitutions must be FICP hospitality partners approved by FICP.
  - d. Platinum and Super Platinum sponsors of the Annual Conference may invite properties and suppliers that are supporting the cost of that specific event; they may only attend to work that particular event and will not receive recognition from FICP. A list of these participants must be submitted to FICP in advance.

5. **Insurance/Liability.** Participants agree 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.
6. **Organized 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 and any future created FICP conferences, and applies to both registered conference and non- registered hospitality partners.

FICP hospitality partner-hosted pre and/or post events must be confirmed with FICP Headquarters in writing at least 90 days prior to said FICP conference.

7. **FICP Branding & Logo Usage.** FICP's name and logo shall not be used in any promotional materials without FICP's prior written consent. 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 board 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.
8. **Payment.** Once event participation/sponsorship is approved, Participants have 10 business days to submit a 20% payment deposit in US dollars (Patron Entries are due in full). 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 with 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.

9. **Cancellation & Refunds:** All sponsorships are non-assignable, non-cancellable, and non-refundable.
10. **Limited Liability.** The liability of FICP 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 (net of any amounts paid by FICP hereunder). FICP will not, in any event, be liable for incidental or consequential damages, including, but not limited to, lost income or profits. FICP will not be subject to any liability whatsoever for any failure to hold a conference because of an act of God, outbreak of hostilities, insurrection, riot, civil disturbance, terrorism, government act or regulation, fire, flood, explosion, accident, theft, or any other cause beyond the reasonable control of FICP. 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.
11. **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, members, consultants 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, consultant, 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 acts or omissions, or those of its officers, employees, agents, representatives and contractors excluding acts of Indemnitee's employees and agents; (ii) arising 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 or alleged 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.
12. **Acts of God.** 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, government orders, war, acts of terrorism, strikes, lockouts, fires, and floods.
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.

Failure to comply with any of the rules and regulations may result in forfeiture of participation, sponsorship and attendance for the current and/or future FICP events and other remedies. The terms outlined above form the entire agreement between the Participants and FICP.