

## SPONSOR TERMS AND CONDITIONS

**Term:** This Agreement is effective upon signature and shall expire immediately following the final day of the event/ item as described or until all responsibilities set out are fulfilled.

**Costs & Expenses:** All costs, fees, and expenses not directly covered as benefits of Sponsorship are the full responsibility of the Sponsor.

**Cancellation:** Sponsor is responsible for meeting all requirements and deadlines outlined in the Confirmation Letter as well as full payment of contribution upon receipt of invoice. This Agreement is binding and any attempt to cancel all or part of this Single Item Sponsorship Agreement shall result in the forfeit of 100% of the contribution.

**Substitution:** ICMA may, at its sole discretion, substitute, change or alter any listed sponsored event/item for another ICMA event/item at equal value. No refunds shall be provided in the case of substitution, alteration or change to the sponsored event/item.

**Intellectual Property:** ICMA is the sole owner of all right, title, and interest to all ICMA information, including ICMA's logo, trademarks, trade names, and copyrighted information. Sponsor agrees that it shall not use ICMA's Property in a manner that states or implies that ICMA endorses Sponsor or Sponsor's products or services. Sponsor is the sole owner of all right, title, and interest to all Sponsor information, including Sponsor logos, trademarks, trade names, and copyrighted information, unless otherwise provided. Sponsor hereby grants to ICMA a limited, non-exclusive license to use certain of Sponsor's intellectual property, including names, trademarks, and copyrights (collectively, "Sponsor Property"), solely to identify Sponsor as [a/the] sponsor of the event/item. Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to ICMA nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to ICMA; and that the Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party. Upon termination or expiration of this Agreement, all rights and privileges for use of the Intellectual Property shall expire.

**Insurance:** During the term of this Agreement, Sponsor is required to maintain general liability insurance in the annual aggregate for the acts and omissions of Sponsor.

**No Use of ICMA Name for Marketing:** The Sponsor agrees not to use the names, logos, or any other marks owned by or associated with ICMA for marketing or advertising purposes, or on any form of publicity (including Sponsor's publicly distributed client lists, on Sponsor's website or in any of Sponsor's other promotional materials) without the prior written consent of ICMA in each instance.

**Indemnity:** Sponsor shall indemnify and hold harmless ICMA, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred as a result of: (i) any act or omission by Sponsor or its officers, directors, employees, or agents; (ii) any use of Sponsor's name, logo, Web site, or other information, products, or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. This section shall survive any termination or expiration of this Agreement.

**Limitation on Liability:** NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER SIMILAR DAMAGES PURSUANT TO THIS SPONSORSHIP, EVEN IF THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN FORESEEN BY SUCH PARTY.

**Confidentiality:** Confidential Information is all information that is marked as such and all other information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding the organization, its operations, programs, activities, financial condition, and membership or customer lists. Each party shall restrict disclosure of the other party's Confidential Information to its employees and agents with a reasonable need to know such Confidential Information and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

**Warranties.** Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of its obligations, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this section shall survive termination of this Agreement.

**Relationship of Parties.** The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party shall have any power or authority to accept on behalf of the other any offer, agreement, or contract, or to make, incur, contract or create any claim, promise, guarantee, debt, obligation, expense of liability of any kind whatsoever in the name of or on behalf of the other.

**Survivability:** The ownership, proprietary rights and confidentiality provisions, and any provisions relating to contributions (which obligations are accrued during the term of this Agreement), set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflicts of law.

**Force Majeure:** Neither party shall be held liable for any delay or failure in performance of any part of this Agreement (other than failure to pay any sum due) from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, current laws and regulations and changes thereto, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation or telecommunications common carriers.

**Anti-Terrorism.** By signing this Agreement, Sponsor certifies that it does not and will not promote or engage in violence or terrorism. Further, Sponsor agrees that it shall always comply with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224 and the Patriot Act. Without limitation, Party agrees that prior to incurring and making any payment pursuant to this Agreement, it will ensure that the payee is not on the "Specially Designated Nationals" list maintained by the United States Department of the Treasury, or on a terrorist list maintained by the United Nations.

**Entire Agreement:** This Agreement embodies the entire agreement and understanding of the parties and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.