



2024 CHEMTREC® International Hazmat Summit Sponsor Agreement

Sponsor agrees to abide by the terms and conditions of this Agreement

1. Definitions. (a) "Sponsor" means the applicant identified on the front hereof; (b) "Summit" means the 2024 CHEMTREC International Hazmat Summit; (c) "CHEMTREC" means CHEMTREC, LLC a wholly owned subsidiary of the American Chemistry Council, Inc. and includes its agents, employees and affiliates; "ACC" means the American Chemistry Council, Inc., and its agents, employees and affiliates; (d) "Hall" means the facility in which the Summit is conducted; (e) "Hall Management" means the owners, operators and/or lessors of the Hall.
2. Eligibility. CHEMTREC has the sole right to accept or decline a Sponsor Agreement and to determine the eligibility of any Sponsor for inclusion in the Summit. Sponsor Agreements will be accepted or declined based on the proposed products and/or services of Sponsor. Acceptance of Sponsor Agreement and Summit Sponsorship does not carry CHEMTREC's or ACC's endorsement of the products or services of that Sponsor. Submission of a Sponsor Agreement does not form a binding agreement between the Parties until formally accepted by CHEMTREC.
3. Payment. Sponsor agrees to pay all sponsorship fees. CHEMTREC is not responsible for any bank fees. No Sponsor will be permitted to retain a sponsorship without prior full payment. If the sponsorship fee is not paid within 30 days of mailing of invoice by CHEMTREC, CHEMTREC reserve the right to cancel this Sponsor Agreement and reassign and/or re-sell sponsorship.
4. Sponsor Cancellation. All sponsorship fees are nonrefundable if cancelled by the Sponsor.
5. CHEMTREC Cancellation of the Sponsorship /Summit. CHEMTREC will cancel the sponsorship if (1) payments are not made according to the payment schedule or (2) the Sponsor fails to comply with this Agreement. CHEMTREC also reserves the right to cancel or substitute an event of equal or greater value and/or exposure. If for any reason the 2024 CHEMTREC International Summit cannot proceed as an in-person event CHEMTREC will use best efforts to reschedule the event in the year 2025. All sponsorship fees paid by Sponsor will be retained by CHEMTREC and the Sponsor will be entitled to a substantially similar sponsorship at the rescheduled event. If the event cannot be rescheduled during the year 2025 CHEMTREC will refund the sponsorship fee.
6. Distribution of Materials. Sponsor has the right to distribute materials only at their sponsored activity and other approved locations, as specified by CHEMTREC. Materials may not be distributed at any other location(s). Samples of all sponsor collateral material must be sent to CHEMTREC prior to the Summit for approval. CHEMTREC reserves the right to withhold approval and refuse the distribution of any items for any reason CHEMTREC deems fit or proper. No signs, posters, literature, or announcements are permitted in the Hall or official hotels except at an approved sponsored activity unless CHEMTREC otherwise provides prior approval.
7. Limitation of Liability. Neither CHEMTREC, its officers, directors, employees, affiliates, or agents, nor the Hall, nor the Hall Management will be responsible or liable for injury to any person or persons or for loss or damage to any Sponsors' property or any person or persons while in transit to or from or while in the Hall.
8. Indemnification/Insurance. Sponsor indemnifies and agrees to hold harmless CHEMTREC, the Hall and Hall Management, their agents, affiliates, officers, directors and employees against any and all liability whatsoever, including reasonable attorneys' fees arising from any or all damages to property or personal injury caused by Sponsor, its agents, representatives, and employees. Sponsor assumes complete responsibility and liability for all loss, damage, or destruction of the property of Sponsor or its agents and all the Hall Management's property used by Sponsor or property brought into the Hall or the Event Hotel on its behalf. Sponsor also assumes full responsibility for all injury to any and all persons or property that is in any way connected with Sponsor or Sponsor's property, including equipment. Sponsor assumes full responsibility for any damage or injury caused by Sponsor, its agents, representatives or employees. Sponsor agrees to maintain adequate insurance to fully protect the Hall, CHEMTREC staff, and their affiliates/customers or event participants, and will show proof of insurance to CHEMTREC, if requested. Sponsor is responsible for the safety of its property, and employees, against robbery, burglary, theft or damage by fire or any other cause.
9. Use of Trademarks. Sponsor represents and warrants that it has the power and authority to grant, and does hereby grant to CHEMTREC a nonexclusive, non-transferable, royalty-free, worldwide license to reproduce and display all logos, trademarks, trade names and similar identifying material relating to Sponsor (the "Sponsor Marks") solely in connection with the promotion, marketing and distribution of the parties in accordance with the terms this Agreement, provided, however, that CHEMTREC shall, other than as specifically provided for in this Agreement, not make any specific use of any Sponsor Mark without first submitting a sample of such use to Sponsor and obtaining its prior approval, which shall not be unreasonably withheld.



Sponsor agrees to indemnify and hold harmless CHEMTREC, its agents, affiliates, officers, directors and employees from any and all claims for monetary awards, including but not limited to reasonable attorney's fees, made by third persons relating to or arising from any third-party claims arising from the use by CHEMTREC of Sponsor Marks.

10. Damages. Sponsor waives all claims of any kind against CHEMTREC or any of CHEMTREC's directors, officers, affiliates, customers, employees, or agents, arising from the conduct of the Sponsor, the Hall or Hall Management. Sponsor agrees that none of the parties referred to in this Sponsorship Agreement shall be liable for any loss or damage to Sponsor including loss or damage to Sponsor's business by reasons of failure to hold the Summit or for any action of CHEMTREC, its directors, officers, employees, affiliates, or agents.

11. Force Majeure. CHEMTREC is not liable for delays in delivery and/ or non-delivery as the result of an Act of God, action by any government or quasi-government entity, fire, flood, insurrection, terrorism or terrorist act, riot, explosion, embargo, strikes, whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the reasonable control of CHEMTREC affecting the production or delivery in any manner. If CHEMTREC or Hall Management cancel the 2024 CHEMTREC International Hazmat Summit due to the continuing COVID-19 or other similar pandemic CHEMTREC will use best efforts to reschedule the event in the year 2025. CHEMTREC will not be liable for any damages associated with such cancellation beyond allocation of the sponsorship fees as detailed in Section 5 of this Agreement.

12. Compliance with Applicable Laws. Sponsor agrees to abide by all pertinent laws, ordinances, rules, workers compensation, regulations, and codes of duly authorized local, state, and federal governing bodies, concerning licensing, taxation, fire, safety and health, together with the rules and regulations of the Hall.

13. Errors and Omissions. Sponsor agrees that CHEMTREC will not be liable for any errors or omissions in the Summit directory or other Summit materials.

14. Compliance Enforcement. CHEMTREC shall have full discretion in the interpretation and enforcement of all terms governing this Sponsorship Agreement and may adopt further terms as may be deemed necessary by it for the general success of the Summit, including interpreting the terms stated in this Agreement and Hall contract(s) to which CHEMTREC is a party. All matters and questions not covered by the Sponsorship Agreement shall be subject to the final judgment and decision of CHEMTREC. Sponsor agrees to be bound by CHEMTREC's decision.

15. Relationship of the Parties. The parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect.

16. Amendments to Terms. Any matters not specifically covered by the preceding terms and conditions may be included at any time by CHEMTREC's staff designate, and all additions so made shall be binding on Sponsor equally with the foregoing terms.

17. Miscellaneous. All terms and conditions of this Agreement shall be binding upon the Parties and their representatives. If any term of this Agreement shall be declared invalid or unenforceable, then the remainder of this Agreement shall continue in full force and effect. This Agreement is not assignable or transferable by Sponsor except with the prior written consent of CHEMTREC. CHEMTREC may assign its rights and/or delegate its duties under this Agreement, in whole or in part, without prior written consent of Sponsor. This Agreement states the complete agreement and understanding of the parties. The laws of the Commonwealth of Virginia, United States of America shall govern this Agreement. Any legal proceeding to enforce or dispute the terms of this Agreement will be brought in a court of competent jurisdiction in the state of Virginia.