



2019 AASHE Conference & Expo

Exhibit & Sponsorship Registration

Step 1: Please select your exhibit or sponsorship option below. Refer to Exhibitor Prospectus to see what is included in each package. Note: Any additional discounts you may qualify for will be applied below.

Prices Through 7/31/19					
Member Category:					
Choose your package:	Business Affiliate	Business Leader	Non-Profit*/ Other Member	Non-Member	Non-Member Non-Profit*
Platinum	\$23,750	\$21,250	\$23,750	\$25,000	\$25,000
Gold	\$14,250	\$12,750	\$14,250	\$15,000	\$15,000
Silver	\$9,500	\$8,500	\$9,500	\$10,000	\$10,000
Bronze	\$4,750	\$4,250	\$4,750	\$5,000	\$5,000
Friend	\$2,375	\$2,125	\$2,375	\$2,500	\$2,500
20x20	\$7,220	\$6,460	\$4,370	\$7,600	\$4,600
10x20	\$4,085	\$3,655	\$2,470	\$4,300	\$2,600
10x10	\$2,280	\$2,040	\$1,425	\$2,400	\$1,500

*Verification of non-profit status (i.e. IRS Determination Letter) is required.

Step 2: Please select any additional sponsorship items and/or add-ons below. Refer to Exhibitor Prospectus for more details on these items.

Sponsorship Item:	Price:	
Sponsored Workshop	Call	
Hydration Station	Call	
Attendee Wellness	Call	
Exhibitor Showcase	\$1,000	
Student Summit	Call	
Mobile App Splash Screen	\$2,500	
Conference Mobility	Call	
Mobile Charging Station	Call	
Lead Retrieval	\$300	
Enhanced Mobile App Listing	\$300	
Networking Break Sponsorship	\$1,500	
Opening Reception Sponsorship	Call	
Attendee Scholarship	\$1,000 ea.	Quantity:

Step 3: Do you qualify for any discounts?

Certified B-Corp – 5%

Total Due:

Total from Step 1: _____ + Total from Step 2: _____ = Total: _____

Total: _____ - Total Discount % from Step 3: _____ = Total Due: _____

Step 5: Please enter your contact information below.

Primary Contact

First Name: _____ Last Name: _____

Title: _____

Email: _____ Phone: _____

Billing Contact (if different than Primary Contact)

First Name: _____ Last Name: _____

Email: _____ Phone: _____

Organization Name: _____

Address: _____

City: _____ State/Prov: _____ Postal Code: _____

Have you previously sponsored/exhibited at the AASHE Conference & Expo? Yes No

Is your organization a certified B-Corp? Yes No

Please select the categories that best fit your organization. Select up to three that apply.

- | | | | |
|-------------------|---------------------------|-------------------|-------------------------|
| Air & Climate | Buildings | Campus Engagement | Coordination & Planning |
| Curriculum | Diversity & Affordability | Energy | Food & Dining |
| Grounds | Investment | Public Engagement | Purchasing |
| Research | Transportation | Waste | Water |
| Well-being & Work | | | |

Please briefly (25 word maximum) describe your company/exhibit.

Note: This will be used as your company description on the website and mobile app.

Step 6: Submit payment.

Please provide your billing contact name and email address along with this registration form to conference@ashe.org.

AASHE will send you an invoice that you can pay by check, ACH, or credit card. Payment is normally due within 30 days unless discount qualifications require otherwise. Agreements received after August 31, 2019 will require immediate payment to confirm booth and registration. Please refer to the invoice for payment terms.

Step 7: Please review and sign the agreement below.

**2019 AASHE Conference & Expo
Sponsor and Exhibitor Agreement**

WHEREAS, in furtherance of its tax-exempt purposes, AASHE holds an annual conference dedicated to sharing effective models, policies, research, collaborations and transformative actions related to sustainability in higher education (the "Conference"); and

WHEREAS, you (the "Sponsor") desire to become a sponsor and/or exhibitor at the 2019 Conference to be held in Spokane, WA on October 27-30, 2019; and

WHEREAS, AASHE desires to permit Sponsor to sponsor and/or exhibit at the 2019 Conference on a non-exclusive basis in exchange for certain compensation.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AASHE and Sponsor (collectively, the "Parties"), intending to be legally bound, hereby enter into the following agreement (the "Agreement"):

1. Term. This Agreement will commence on the date the Sponsor signs this agreement, thereby completing submission of its sponsorship application (the "Effective Date") and continues to the end of the 2019 Conference on October 30, 2019 (the "Term"), unless terminated earlier pursuant to Sections 5 or 6.
2. Sponsorship Rights and Benefits. AASHE agrees to identify and acknowledge Sponsor as a non-exclusive sponsor of the Conference, as permitted in connection with qualified sponsorship payments under Section 513(i) of the Internal Revenue Code (the "Code") and the Treasury regulations thereunder. Such identification and acknowledgment shall include providing opportunities for recognition and displaying Sponsor's corporate logo and certain other identifying information (as permitted in connection with qualified sponsorship payments under Section 513(i) of the Code and the Treasury regulations thereunder) in the time, place and manner described in the 2019 AASHE Annual Conference Sponsor & Exhibitor Prospectus (the "Prospectus"), as applicable to the particular sponsorship level selected by the Sponsor. The Prospectus is hereby incorporated into this Agreement by reference and may be updated from time to time as AASHE sees fit.
3. Sponsor Responsibilities.
 - a. Payment of Sponsorship Fee. In consideration for the right to sponsor the Conference, Sponsor agrees to pay the Sponsorship Fee applicable to the particular sponsorship level selected by the Sponsor, as set forth in the Prospectus. Payment is due 30 days

from the Effective Date, except Payment shall be due immediately upon the Effective Date in the event the Effective Date is later than August 31, 2019. Exhibit/event space reservations will not be considered confirmed until the Sponsorship Fee has been paid in full. It is intended that the Sponsorship Fee shall qualify as a qualified sponsorship payment under section 513(i) of the Code. To the extent that any portion of the Sponsorship Fee would not (if made as a separate payment) qualify as a qualified sponsorship payment under section 513(i) of the Code, such portion shall be deemed and treated as separate from the qualified sponsorship payment.

- b. Submission of Materials. Sponsor is responsible for timely submitting all logos, identifying information, products or other materials Sponsor will exhibit at the Conference, if applicable, and any other sponsorship material required to be submitted for approval by AASHE as described in the Prospectus and confirmation email. AASHE reserves the right to judge the appropriateness of any exhibit or sponsorship and to decline to permit any Sponsor to conduct or maintain an exhibit or sponsorship if, in the judgment of the AASHE, Sponsor's proposed exhibit or sponsorship shall in any respect be deemed unsuitable. This reservation relates to persons, conduct, articles or merchandise, printed matter, souvenirs, catalogs, displayed signs and banners, without limitation, which might negatively affect the character of the Conference, or trigger adverse tax consequences for AASHE.
 - c. Promotion of Competing Events. During the Term of this Agreement, Sponsor shall not publicly promote events that take place on one or more of the same dates as the Conference.
4. Grant of License Rights and Approval.
- a. Use of Marks. AASHE and Sponsor recognize that each owns or has the right to license and sub-license certain names, acronyms, logos, copyrights, trademarks, service marks, and other identifying symbols and indicia, whether registered or not, used in connection with the sponsorship described in this Agreement (collectively "Marks"). It is agreed that neither Party will do anything inconsistent with the other Party's ownership or interests in the Marks. Each Party further agrees that nothing herein is intended to transfer any ownership interest, in whole or in part, of any of the Marks from one Party to the other Party.
 - b. AASHE's Marks. During the Term of this Agreement, AASHE grants to Sponsor the right to use AASHE's Marks for the limited purpose of identifying and promoting the Conference and Sponsor's sponsorship of AASHE. Prior to the distribution of any items bearing AASHE's Marks, Sponsor will submit to AASHE a sample of such item for review and written approval. AASHE agrees not to withhold such approval unreasonably. Sponsor will implement the mutually agreed upon changes, if any, prior to distribution of such items bearing AASHE's Marks.
 - c. Sponsor's Marks. During the Term of this Agreement, Sponsor grants to AASHE the right to use Sponsor's Marks for the limited purpose of identifying and promoting Sponsor's sponsorship of AASHE.
5. Termination by Sponsor. Sponsors wishing to terminate their sponsorship or withdraw from the Conference must do so by email. Sponsors terminating on or before March 31, 2019 will not incur a cancellation fee. Sponsors cancelling between April 1, 2019 and May 31, 2019 will incur a cancellation fee equal to 50% of the full payment made or due under Section 3. Sponsors canceling after May 31, 2019 will be liable for the entire amount paid or due under Section 3. Sponsors may not reduce their contracted sponsorship levels more than 30 days

after the Effective Date of their agreement. The cancellation fees described on this Section 5 are intended to represent estimated actual damages and are not intended as a penalty.

6. Termination by AASHE.

- a. Termination Prior to Conference. AASHE reserves the right to terminate this Agreement at any time prior to the Conference for any reason, including but not limited to AASHE's determination that Sponsor is unsuitable pursuant to Section 3(b), Sponsor has promoted a competing event as described in Section 3(c), or in the event of the cancellation, relocation or postponement of the Conference. In the event of any such termination, In the event of such termination, the Sponsor waives any and all damages and claims for damages and agrees that the sole liability of AASHE shall be to return the Sponsorship Fee to the Sponsor.
- b. Termination During the Conference. AASHE reserves the right to determine in its sole discretion whether any exhibits or materials brought by Sponsor to the Conference are materially different from the exhibits or materials previously approved by AASHE, the Sponsor promotes a competing event as described in Section 3(c), or if the conduct of Sponsor or its employees, agents, or servants is disruptive, inappropriate, inconsistent with Section 7 of this Agreement, or otherwise unsuitable to the Conference. In such event, AASHE may, at any time, without notice, terminate this Agreement, remove the Sponsor, its employees, agents, servants and all of the property of the Sponsor from the space contracted for and from the Conference. No Sponsor shall have any right or claim against AASHE on account of any action so taken, and the Sponsorship Fee shall not be returned to the Sponsor.

7. Rules and Regulations.

- a. Sponsors must confine activities to their designated demonstration area. Distribution of literature and/or conducting surveys in the aisles of the Conference is not permitted. All Sponsors must be properly attired and conduct themselves in a professional manner. The use of microphones and strobe or flashing lights is prohibited. AASHE reserves the right to assign final booth locations, and enforce additional restrictions, including rules and regulations required by the venue in which the Conference is held.
- b. Each Sponsor must name at least one (1) person to be its authorized official representative. At least one (1) representative must be present at Sponsor's booth during all regular hours that the Conference is open. Representatives are responsible for any property of the Sponsor or the Sponsor's representatives during Conference hours as well as non-Conference hours. Representatives will need to ensure their belongings are safely watched after (during Conference hours) or stored and secured (during non-Conference hours).
- c. Assignment of Space - Priority for space assignment will be based on the sponsorship level, booth size, order in which applications are received and availability of space requested. Applications for exhibit space must be completed and payment for the entire amount of your exhibit booth must be received before space is assigned. No telephone requests will be accepted. A floor plan of the exhibit area is included in the Prospectus. We will make every effort to assign your preferred booth location (i.e. not located next to a competitor, etc.). If this space is not possible, we will contact you to discuss alternative space. We do however reserve the right to assign the next best substitute space when the requested space is not available. Not receiving your desired space does not constitute grounds for cancellation and you will not receive a refund of exhibit fees. Careful consideration will be given to all such requests but are not guaranteed. AASHE reserves the right to reassign exhibit space.

- d. Subletting and Sharing - The subletting, assignment or apportionment of the whole or any part of the booth space of an exhibitor is prohibited. No exhibitor may permit any other party to exhibit any goods other than those manufactured or handled by the contracting exhibitor in his/her space nor permit the solicitation of business by others within the space.
 - e. Admission - Exhibitors wearing badges may enter the exhibit 1 hour prior to the scheduled opening time each day. Exhibitors may remain in the hall 1 hour after the close of the exposition each day.
 - f. Americans With Disabilities Act - Each exhibitor shall be responsible for compliance with the American with Disabilities Act within his or her assigned exhibit space.
 - g. Fire Regulations – All Fire Department regulations as well as, regulations and standards imposed by the local Fire Marshal must be observed and, when necessary, booths must be modified to meet requirements. All materials used in the exhibit hall must be flameproof and fire resistant in accordance with the regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flame proof or otherwise will not be permitted. Display racks, signs, spotlights and special equipment are subject to inspection. Any exhibits or parts thereof found not to be in compliance with fire regulations may be ordered dismantled. All aisles and exhibits must be kept clear at all times and the fire stations, and fire extinguisher equipment must be free from obstruction.
 - h. Badges, Attire, Conduct - Exhibitors must wear their badges at all times in the exhibit hall during installation, exhibit hours and dismantle, and conduct themselves and wear attire consistent with the professional decorum of the meeting.
 - i. Noise & Light Interference- Electrical or other mechanical apparatus must be muffled so any noise does not interfere with other exhibits. AASHE reserves the right to determine at what point sound constitutes interference with others and if it must be discontinued. The use of microphones and strobe or flashing lights is prohibited.
 - j. Booth Arrangement - All booths must be constructed or arranged to accommodate their visitors within the booth area. Aisles must be kept free of obstructions.
 - k. Booth Staffing - Booths must be staffed at all times during exhibit hours. The packing of equipment, literature, etc., dismantling of exhibits will not be permitted until the official closing time. Representatives are responsible for any valuable items during Conference hours as well as non-Conference hours. Representatives will need to ensure their belongings are safely watched after (during Conference hours) or stored and secured (during non-Conference hours).
 - l. Vacant Booth Space - Any space that has not been claimed and occupied, unless special arrangements have been made prior to (close of install time & date) may be resold or reassigned by AASHE without obligation on the part of the organization for any refund.
8. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, DELAY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST OPPORTUNITIES, LOST PROFITS FROM THIS AGREEMENT OR ANY OTHER TRANSACTION, OR LOST SAVINGS, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. AASHE WILL NOT BE LIABLE TO SPONSOR FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR ACCIDENT ARISING OUT OF ANY ACT OF OMISSION OF SPONSOR OCCURRING AT OR NEAR THE CONFERENCE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL THE AGGREGATE

LIABILITY OF AASHE TO SPONSOR EXCEED THE AMOUNT OF THE SPONSOR PAYMENT PAYABLE BY SPONSOR TO AASHE UNDER THIS AGREEMENT.

9. Indemnification. Sponsor shall defend, indemnify and hold harmless AASHE, 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 in connection with 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. The provisions of this Section shall survive any termination or expiration of this Agreement.
10. Independent Contractor. AASHE and Sponsor are and will remain independent contractors. This Agreement does not constitute and will not be construed as constituting a partnership, joint venture, principal/agent relationship or employer/employee relationship between AASHE and Sponsor. Neither Party will have any right to obligate or bind the other in any manner whatsoever and nothing herein contained will give, or is intended to give, any rights of any kind to any third person. Nothing in this Agreement is meant to establish joint and several liability, fiduciary duties, or any other right or obligation associated with a partnership.
11. Force Majeure. No delay or failure in performance by either Party (except for Sponsor's obligation to pay Sponsorship Fee) will constitute default hereunder or, give rise to any claim or damages if, and to the extent, such delay or failure is caused by an occurrence beyond the control and without fault or negligence of the Party affected and which said Party is unable to prevent or provide against, by exercise of reasonable diligence including, but not limited to: an act of God, strike or other labor dispute, fire, riot, or civil commotion, government action or decree, inclement weather conditions, or for any other reason beyond the control of the Parties (collectively, a "Force Majeure"). In the event a Force Majeure excuses performance, then neither Party will be obligated in any way to fulfill its obligations under this Agreement (except for Sponsor's obligation to pay Sponsorship Fee) during the period of interruption caused by the Force Majeure.
12. Insurance. Sponsor acknowledges that neither AASHE, the venue where the 2019 Conference will take place, nor any of the exhibit/event facilities maintain insurance covering losses of the Sponsor, and that it is the sole responsibility of Sponsor to obtain insurance covering such losses. Sponsors that are exhibitors at the Conference are required to obtain and keep in force during the term of the Agreement policies of comprehensive general liability insurance covering the activities described in this Agreement in an amount not less than \$2,000,000 combined single limit for personal injury and property damage. Sponsors subject to this requirement must send an insurance certificate to AASHE thirty (30) days in advance prior to the Conference start date, and must list AASHE as certificate holder and additional insured.
13. Representations and Warranties. Each Party covenants, warrants and represents (a) that it has the authority to enter into this Agreement and that the person executing this Agreement on behalf of his or her Party has the authority to do so: (b) that it owns all rights to the Marks necessary to license the Marks to the other Party pursuant to this Agreement, and that such license does not infringe on the rights of any third party: (c) that it shall comply with all federal, state and municipal laws, rules, ordinances and regulations applicable to this

Agreement and the performance of the Parties' obligations hereunder: (d) 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 any termination or expiration of this Agreement.

14. Waiver. Either Party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
15. Assignment. The Parties may not assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, without the prior written consent of the other Party.
16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles. This section shall survive any termination or expiration of this Agreement.
17. Entire Agreement; Modification. This Agreement may not be amended or modified except by mutual written agreement signed by both Parties. This Agreement and all documents incorporated by reference herein (including any written amendments, addenda, riders or attachments signed by both Parties) constitute the entire agreement between the Parties and supersede all prior agreements, oral or written, relating to Sponsor's sponsorship of the Conference.
18. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

AGREE TO THESE TERMS AND CONDITIONS:

By signing below, you confirm that you have read the terms and conditions of this Agreement, that you understand them, agree to be bound by them, and shall require all employees and agents representing you at the Conference to adhere to them.

Signature: _____ Date: _____

Name (printed): _____ Title: _____

Return completed form along with billing contact name and email address to Noah Swistak, Membership Development Manager at conference@ashe.org.