

SPONSOR TERMS AND CONDITIONS

We plan to attend the 2022 API Excise Tax Forum and would like to participate as a sponsor. We agree to abide by the following conditions and procedures and will brief our representatives accordingly:

- Sponsor Payment:** We understand that, upon receipt of our application, we will be contacted by the API Registrar to confirm our application, method of payment, and the following items:
 - Marketing contact's full name and email address
 - Company logo in JPG or PNG, and EPS
 - Company URL
 - Company description not to exceed 100 words
 - Name(s) of those using the complimentary registration(s), if applicable.
- Payment:** Your fee will be based on the level you select as described on the website and during the registration process.
- Signage:** API will create prominent signage or other forms of recognition that feature the company name and/or logo of the company. The exact wording and type of recognition will be at the discretion of API.
- Liability and Security:** Each sponsor must make provisions for the safeguarding of its goods, materials, equipment throughout the meeting. Neither API, nor the **Westin Memorial City**, nor their officers, representatives, and employees will be responsible for any destruction, damage, theft, or loss to the sponsor's property.
- Indemnification:** The sponsor assumes entire responsibility and hereby agrees to protect, indemnify, defend, save and hold harmless, API, the **Westin Memorial City**, and their employees and agents against all claims, losses and damages to persons or property, governmental charges or fines, and reasonable attorney's fees arising out of or caused by sponsor's participation.
- Insurance:** The sponsor acknowledges that API and the **Westin Memorial City** do not maintain insurance covering sponsor's property, and that it is the sole responsibility of sponsors to obtain business interruption and property damage insurance covering such losses by sponsor.
- Event Cancellation:** If unusual circumstances prevail and the event is cancelled, a full refund of the sponsor fee will be made within thirty (30) days of the cancellation. Sponsor waives all claims that may be made against API, its employees, agents, and assigns, except the right to a refund of the sponsor fee.
- Cancellation:** Sponsor may cancel their obligation up to **May 25th, 2022**. However, 50% of the fee is nonrefundable. Notice of cancellation must be submitted in writing to the API Registrar at registrar@api.org.
- Sales:** No business transactions/solicitations are allowed during API functions at any time.
- Assignment:** Neither API nor the sponsor may assign their rights under this Agreement without the express written consent of all the parties.
- Right of Refusal:** API reserves the right to refuse the setup of the exhibit display space to any company whose display of goods, service or machinery is not, in the opinion of API, compatible with the general character and objectives of the Exhibition.

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12. **Subletting of Space:** The sponsor agrees not to assign, sublet, or apportion space or any part thereof contracted for, nor to exhibit, advertise or offer for sale merchandise or services other than those manufactured or sold by sponsor company in the regular course of business. Sponsors may not permit non-exhibiting company representatives to work in their booths except their own dealers and representatives.

Terms and Conditions

We have read and agree to abide by the attached terms and conditions and will brief our representatives accordingly.

Authorized Company Representative: _____

Signature: _____ Date: _____