



HOSTED BY
NOACA

OARC CONFERENCE ON FREIGHT

AUGUST 28-30, 2024
CLEVELAND, OHIO

ohioconferenceonfreight.com

SPONSORSHIP CONTRACT

SPONSORSHIP OPPORTUNITIES

Levels and Events are sold on a first-come, first-served basis.

PARTNER SPONSORSHIPS

- Opening Reception Partner \$10,000
- Keynote Partner \$6,000
- Exhibit Partner (booth only) \$2,500

OTHER SPONSORSHIPS

- Lanyards (plus cost of lanyards) \$5,000
- AM or PM Break \$5,000
- Breakfast \$5,000
- Other* _____ \$_____

*Email Kelly@Kelly-Partners.com for more information.

SPONSOR CONTACT INFORMATION

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Typing information preferred, if handwriting please use print

PAYMENT METHOD

- Please invoice me
- Enclosed is my check payable to **NOACA**
- Upon receipt of this form, please charge my credit card listed below:

Cardholder Name: _____

Account #: _____

Exp. Date: _____ Payment Amount: _____

Signature: _____

*Thank you for you agreeing to sponsor this event. By submitting this sponsorship contract, the above-named organization agrees to pay NOACA for the sponsorship selected above by **8/16/2024** in order to guarantee execution of sponsorship benefits. Please note that costs listed above do not represent the full cost of the event or item. NOACA reserves the right to list companies as co-sponsors of events or items. Contributions made to NOACA for the sponsorship program will be used to enhance the overall conference experience and help defray the overall costs of the conference. **No refunds may be issued at any time for sponsorship.** This contract serves as a binding legal document and all monies must be paid in full at time of order.*

RETURN COMPLETED FORM TO:

NOACA

Attn: Accounting Department

1299 Superior Avenue, Cleveland, OH 44114

E-mail: kelly@kelly-partners.com

Please visit ohioconferenceonfreight.com for more information, including event availability and a list of sponsorship benefits.

If you have additional questions, please contact Kelly Coates at 240.994.2824.



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TERMS & CONDITIONS

The following terms and conditions apply to all Sponsors participating in the Conference on Freight to be held at August 28–30, 2024 at the Hilton Cleveland, Cleveland, OH.

- 1. Contract:** A complete contract for Sponsorship includes a completed registration, acceptance of these terms and conditions by an authorized representative, Certificate of Insurance as outlined in Section 19, and a deposit as outlined in Section 2.
- 2. Payment:** Payments are due 30-days from being invoiced and not later than August 16, 2024.
- 3. Acceptance of Contract:** NOACA reserves the right to accept or reject any Sponsor contract.
- 4. Cancellations:**
 1. Cancellation of Event. In the event that the Conference on Freight is cancelled, postponed, or relocated due to fire, strikes, government regulations, Acts of God, or other causes beyond NOACA's control, NOACA will refund monies paid after all necessary expenses have been paid. The Sponsor waives any and all damages and claims for damages should the event be cancelled.
 2. Cancellation of Contract. Sponsors who cancel by written notice received on or before July 31, 2024, are entitled to a refund of monies paid less the 50% non-refundable deposit. No refunds will be granted after July 31, 2024. On-site cancellation requests due to delayed shipment of booth materials, delayed flights, and such will not be honored.
- 5. Authorized Representative:** Each Sponsor will name at least one person to be the Sponsor's authorized representative in connection with the installation, operation, and removal of the exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Sponsor shall be responsible.
- 6. Assignment of Space:** Space assignments will be made based on the date of receipt of completed contracts, Sponsorship level, and considerations to enhance the experience, aesthetics and function. NOACA will make the final decision on booth placement to best meet the needs of the conference.
- 7. Booth Equipment and Services:** Where applicable, 'Exhibits' included booth amenities are: one 6' draped table, two side chairs, and one wastebasket. Equipment and services may be rented through the designated AV company and/or hotel utilities provider.
- 9. Installation and Dismantling:** Where applicable, booths are expected to be completely installed and all packing and freight removed prior to the opening of the conference. Crates, freight, and/or packaging may not be stored in booths during show hours. Extraneous materials left in booths may be removed and stored at the Sponsor's risk and expense. Crates not properly marked or identified by Sponsors may be destroyed or lost and are the sole responsibility of the Sponsor. Packing and dismantling displays prior to the exhibition closing is prohibited without permission from NOACA. Exhibit materials left unattended after the official close of the conference will be considered abandoned and discarded.
- 10. Use of Exhibit Space:** Sponsors agree not to assign or sublet any space allotted without written consent of NOACA, nor to display or advertise goods other than those manufactured or carried in the regular course of business of the Sponsor. Use of exhibit space is limited to the individual/organization named on the Sponsor Registration Form. Sponsors must confine their activities to their assigned booth area and may not use common areas, aisles, or any adjacent space as an extension of their booth area without permission from NOACA.
- 11. Sponsor Activities:** Sponsors are required to inform NOACA of any outside activity (e.g., receptions, seminars, symposia, hosted events, and hospitality suites) they intend to arrange, advertise or sponsor in conjunction with the conference. A fee may be imposed for these activities. Outside activities cannot conflict with meetings, sessions, and events within the conference program.
- 12. Restrictions:** Demonstrations must be located so viewers will be within the Sponsor's space, and not blocking aisles or neighboring exhibits. NOACA reserves the right to restrict, prohibit, and/or remove exhibits which are objectionable because of noise, glaring or flashing lights, or method of operation, or which, in the opinion of NOACA, are inappropriate or may detract from the general character of the conference. In the event of such restriction or removal, NOACA is not liable for any refund of any amount paid hereunder. All Sponsors must confine their sales activities to their booth areas. Marketing collateral may not be distributed in the aisles or in other parts of the building



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13. Sponsor Listing in Promotional Materials (where applicable): If included within the applicable package and where applicable, NOACA will include the sponsor's promotional materials and references to the sponsor, such as the sponsor's name, logo, company description or company advertisement. To ensure inclusion of any materials, such information and artwork must be provided within the agreed time limit. The failure of any sponsor to meet specific deadlines shall not result in the return of any sponsorship fees already paid or relieve the obligation to complete the payment of any remaining sponsorship fees.

14. Communications with Forum Attendees: Sponsors are not permitted to email conference attendees without prior approval from NOACA unless the attendee is an existing client, upon the request of the attendee.

15. Security: Each Sponsor has the responsibility of safeguarding their own exhibit materials or goods from the time they are placed in the exhibit space until they are removed. Sponsors desiring special security precautions should arrange for private guard service at their own expense.

16. Liability: The Sponsor hereby assumes entire responsibility for and hereby agrees to protect, defend, indemnify and save NOACA, its officers, employees, and agents, as well as the Hilton Cleveland, the City and County of Cleveland, Kelly Partners and its officers, agents and employees harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by the action of its employees or contractors with regards to the installation, removal, maintenance, occupancy or use of exhibition premises or a part thereof.

17. Insurance: The Sponsor acknowledges that neither NOACA, its officers, employees, and agents, as well as the Hilton Cleveland, the City and County of Cleveland, Kelly Partners and its officers, maintain insurance covering Sponsor's property and that it is the sole responsibility of the Sponsor to obtain business interruption and property damage insurance insuring any losses by Sponsor. The Sponsor also agrees to obtain the following insurance coverage and furnish a certificate of insurance to NOACA by July 31, 2024: (A) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury or death and property damage, including coverages for personal injury, contractual, and operation of mobile equipment, products and liquor and liability (if applicable); (B) Employer's Liability Insurance with limits not less than \$1,000,000 for each occurrence.

18. Compliance: The Sponsor assumes responsibility for compliance with all pertinent ordinances, regulations, and codes of local, state, and federal governing bodies; together with the rules and regulations of the operators and/or owners of the Hilton Cleveland. The Sponsor will abide by and comply with the rules and regulations of NOACA authorized contractors and local unions operating at the exhibition facility.

19. ADA Requirements: Sponsors are reminded that the Americans with Disabilities Act (ADA) ensures equal access to all participants of the conference. Booth spaces must be fully accessible to those with physical disability or sight impairment in compliance with all applicable laws and regulations, including without limitation, the Americans with Disabilities Act (U.S. Public Law 101-336).

20. Management: NOACA reserves the right to interpret, amend, and enforce these terms and conditions as it deems appropriate to ensure the success of the exhibition.

21. Enforcement and Severability: These terms and conditions create a contract between the parties and shall be interpreted pursuant to Ohio law, enforceable in and subject to the jurisdiction of the courts of that state, and the prevailing party in any dispute over these terms shall be entitled to recovery of its costs and attorney fees from the other. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material changes so as to cause completion of the transactions contemplated herein to be unreasonable.

Signature (please sign below): I acknowledge and have read the terms and conditions

_____ (signature) _____ (date)

_____ (printed name)