



# TRB Reception/Caucus Sponsorship Terms and Conditions

## ***Binding Terms and Conditions***

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The Sponsoring Organization's application (the "Application") and confirmation of its acceptance constitute a contract between the Sponsoring Organization, and the National Academy of Sciences on behalf of the Transportation Research Board (referred to herein as "TRB"), regarding sponsorship of the specified reception or caucus (the "Event") at the TRB 2019 Annual Meeting, January 13–17, 2019, in Washington, DC. By submitting the Application, the Sponsoring Organization agrees to be bound by and adhere to all terms outlined in these Terms and Conditions, which are incorporated in the Application as if fully set out therein. Any violation of the Terms and Conditions could subject the Sponsoring Organization to one or more of the following at the discretion of TRB: Suspension of future sponsorship privileges, cancellation of the 2019 sponsorship, or expulsion from the Event. In the event of any such actions, Sponsoring Organization acknowledges and agrees that TRB is not liable to Sponsoring Organization for any refunds of fees or for any of the Sponsoring Organization's other expenses related to their sponsorship.

## ***Nature of the Sponsorship***

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In exchange for the specified fee, TRB agrees to acknowledge the Sponsoring Organization's sponsorship of the Event (e.g., with the words "sponsored by" followed by the Sponsoring Organization's name) in the following media:

- Listing of the Event in the *Final Program* book
- Listing of the Event in the online Interactive Program
- Listing of the Event in the mobile app
- Any official communication regarding the Event

Also, if the Sponsoring Organization provides vectored art of its logo by November 1, 2018, the logo will be included in the TRB-provided signage at the Event.

Sponsoring Organization acknowledges that TRB remains the sole organizer of the Event and maintains sole decision-making authority over all aspects the Event.

## ***Prohibited Practices***

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Sponsoring Organization is expressly prohibited from doing any of the following:

- Distributing invitations to the Event
- Distributing any literature or promotional materials at the Event
- Displaying any of its own signage at the Event
- Making any announcements at the Event
- Collecting names or contact information of attendees at the Event
- Implying in any way or through any media that it is the presenter, owner, or organizer of the Event
- Indicating in any way or through any media that it is a "TRB sponsor" or a "sponsor of TRB"

**Co-Sponsorship**

The Event may have more than one sponsoring organization. The International Participants Reception and the Young Professionals Reception may have up to two sponsoring organizations each, and the caucuses may have up to five sponsoring organizations each. If an event has multiple sponsoring organizations, those organizations will be listed in alphabetical order.

**Meeting Registration**

If Sponsoring Organization’s representatives attend the Event, they must be registered as attendees of the 2019 TRB Annual Meeting and must wear identification badges furnished by TRB. TRB will provide Sponsoring Organization with two (2) unique “coupon codes” that may be used to obtain two complimentary One-Day registrations that provide access to all non-ticketed events at the Meeting on the specified day. The coupon codes are valid only if used for *online* registration at [www.trb.org/AnnualMeeting/Registration.aspx](http://www.trb.org/AnnualMeeting/Registration.aspx). Each coupon code may be used only once, and lost coupon codes cannot be replaced. Coupon codes cannot be used for on-site registration.

**Sponsoring Organization Responsibility for Professional Conduct**

It is the responsibility of the Sponsoring Organization to ensure that all of its representatives are aware of, and adhere to, these Terms and Conditions, and conduct themselves in a professional manner. Any Sponsoring Organization representatives conducting themselves in a manner not deemed to be professional by TRB staff may be asked to leave the Event.

**Payments and Cancellation**

If Application is submitted prior to September 14, 2018, a 50% deposit is due with the Application, and the balance is due by September 14, 2018. If Application is submitted on or after September 14, 2018, a 100% deposit is due with the Application. Failure to make payments does not release the Sponsoring Organization’s contracted or financial obligations.

Any cancellation must be submitted to TRB in writing. If Sponsoring Organization should cancel the Application/contract, Sponsoring Organization shall, within 10 days of cancellation, pay TRB the following amount, as liquidated damages and not as a penalty, based on the date cancellation is received:

- Before March 12, 2018..... 0% of contracted fee
- March 12 to September 14, 2018..... 50% of contracted fee
- After September 14, 2018..... 100% of contracted fee

**Eligibility**

TRB has the sole right to determine the eligibility of any organization for sponsorship.

**Waiver of Rights**

Any rights of TRB under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of TRB.

**Indemnification**

To the extent permissible by law, the Sponsoring Organization shall indemnify and hold harmless TRB and its officers, directors, agents and employees; Hargrove, Inc.; Spargo, Inc.; and the Washington Convention and Sports Authority from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney’s fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Sponsoring Organization, its employees, agents, contractors, members, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of TRB.

***Amendments and Additional Rules***

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Any matters not specifically covered by the preceding Terms and Conditions shall be subject solely to the decision of TRB. At any time, TRB may amend or add to these Terms and Conditions, and all such amendments and/or additions shall be binding on Sponsoring Organization.

*Updated 5/9/2018*