



NW/MET 2018 Sponsor Terms and Conditions

Revision 1.1

¶ 1 Definitions

In these Terms & Conditions (hereafter referred as "T&C") the words/expressions referred to below shall have the following meanings except where the context otherwise requires:

- "Agreement" means a contract between NWMET and the Sponsor permitting the exhibition, demonstration, or advertisement of products or services at NWMET2018 which is formed in accordance with paragraph 2.
- "OSU" means Oregon State University in Corvallis, Oregon.
- "NW/MET" or "NWMET" means Northwest Managers of Educational Technology.
- "Venue" means the CH2M HILL Alumni Center at OSU.
- "Sponsor" means the person, firm, corporation or other entity stated in Sponsor Registration Form and accepted by NWMET.
- "Exhibition Booth Space" or "Exhibition Space" means floor area in the Venue where the Sponsor is invited to set up.
- "Host" means the NW/MET 2018 Conference host which is NW/MET.
- "NWMET2018" means the NW/MET 2018 Conference organized and conducted by NW/MET at the CH2M HILL Alumni Center at OSU on April 18 through April 20, 2018.
- "Order Confirmation" means the electronic confirmation, including Invoice, of the Sponsor's registration sent by NW/MET specifying the price and details of Sponsorship Package.
- "Sponsorship Package" means a package of sponsor benefits selected by the Sponsor upon registration.
- "Sponsor Registration Form" means an online form filled by the sponsor upon registration.
- "Sponsorship" means the Sponsor's financial support of NWMET2018 in accordance with the terms of the Sponsorship Package selected by the Sponsor.
- "Invoice" means the document detailing the cost of being a NWMET2018 Sponsor that correlates to the Sponsor's selected Sponsorship Package.
- "Website" means the NWMET website at nwmnet.org.

¶ 2 Registration & Agreement

To become a Sponsor of NWMET2018, the person, firm, corporation or other entity shall fill in the Sponsor's Registration Form available at <https://goo.gl/WDUvFK> and submit it online. Upon registration Sponsor shall choose their desired Sponsorship Level, with corresponding benefits.

The Host will review the application form and confirm availability by sending an Order Confirmation to the Sponsor. The Host reserves the right to reject the application for any reason or suggest other Sponsorship Package to the Sponsor.

The Agreement between the Host and Sponsor shall be formed upon payment of the Invoice, no later than March 18, 2018.

¶ 3 Sponsor Obligations

The Sponsor commits to:

Paying their fee as stipulated in the Invoice submitted with the Order Confirmation no later than March 18, 2018;

Providing additional information as stipulated in the form available at <https://goo.gl/4WjiPn>;

Not have in attendance more persons than agreed upon in the Sponsorship Package.

The Sponsor warrants that:

Any description relating to its products or services is true and accurate;

Any description relating to its products or services is in any other way illegal or defamatory;

Sponsor shall be responsible for ensuring that all video, artwork, photographs, and other promotional materials they make available at NWMET2018 shall not cause to the Host any claim of loss, injury, liability, or damage of any kind, including copyrights to them.

Sponsor grants that the Host is not obliged to indemnify the Sponsor from and against third party claims when the claims are against the promotional material provided by Sponsor and it will turn out that the Sponsor has no copyright to those elements.

Sponsor shall be responsible for collecting any property, including promotional materials, delivered to the Venue no later than 72 hours after the end of NWMET2018. The Host shall accept no responsibility for any such items which remain unclaimed by the Sponsor more than 72 hours after NWMET2018.

Sponsor agrees that the Host is not responsible for transportation of Sponsor's property to and from the Venue, and that the Sponsor shall take responsibility for custody and control of property during transportation.

Sponsor shall assume any risk of damage, destruction or loss of all its property which remains at the Venue during NWMET2018.

Sponsor shall maintain insurance covering Sponsor's property at all times.

¶ 4 Host Obligations

NW/MET shall make all reasonable efforts to provide the highest degree of professional care and conduct in respect to providing the security of the Venue.

NW/MET will provide to the Sponsor an Exhibition Booth Space on April 18 and 19 in accordance with the details outlined in the Sponsorship Package.

NW/MET will host the Sponsor showcase from 12 pm to 4:30 pm on April 19 and from 8 am to 2 pm on April 20.

NW/MET will give Sponsors the ability to set up for the Sponsor showcase between 8 am and 12 pm on April and breakdown after 4 pm on April 19 or between 8 am and 2 pm on April 20.

NW/MET will provide to the Sponsor a table for their Exhibition Booth Space upon request, in accordance with the details outlined in the Sponsorship Package.

NW/MET will provide to the Sponsor electricity and wireless Internet connectivity at the Sponsor's Exhibition Booth Space.

NW/MET will indicate in its NWMET2018 materials and on its Website the name of the Sponsor and, when possible, the Sponsor's logo.

¶ 5 Fees

The Sponsor shall pay its fee in full to NW/MET as detailed in the Invoice, no later than March 18, 2018, either online or via check as stipulated in the Invoice.

The Sponsorship fee will have no additional fees or taxes.

If the Sponsor fails to make its payment in full prior to the due date then without prejudice to any other right or remedy available to NW/MET, NW/MET shall (at its option) be entitled to treat the Agreement as repudiated by the Sponsor and cancel the Sponsorship as well as cancel any presentation arranged by the Sponsor.

¶ 6 Cancellation of Services

In exceptional circumstances, the Host will consider the cancellation of their Agreement with Sponsor, but only if both of the following conditions are met:

The Sponsor must submit a written request for cancellation;

The Sponsor must give reasons for its cancellation request and the Host must accept those reasons;

Upon accepting the cancellation request, the Host will apply the following refund policy:

For cancellation requests received before or on March 18, 2018, the Host will refund 100% of the total Invoice amount.

For cancellation requests received after March 18, 2018 the Host will retain 50% of the total Invoice amount.

¶ 7 Termination

Notwithstanding and without prejudice to paragraph 6 above, NW/MET shall be entitled to terminate the Agreement immediately by giving written notice to the Sponsor in any of the following events:

If the Sponsor fails to make payment in accordance with Agreement;

If the Sponsor convenes a meeting of its creditors, becomes insolvent, is unable to pay its debts, has an administrative receiver or receiver or administrator appointed over its assets or business or is the subject of a petition presented to put it in into liquidation;

If the Sponsor is in breach of any material term T&C and the Agreement.

In any such case NW/MET shall be entitled to charge the Sponsor any costs, charges or expenses (direct or consequential) howsoever arising incurred by NW/MET.

Termination of the Agreement howsoever, shall not affect the accrued rights or the liabilities of either party.

¶ 8 Assignment

Sponsor shall not be entitled to assign, rent, lease, sub-license, copy or otherwise transfer the benefit of its obligations under the Agreement without the prior written consent of NW/MET.

¶ 9 Force Majeure

If either party is unable to perform its obligations by reason of matters beyond its control including but not limited to any act of terrorism, war, riot, civil commotion, compliance with any law or governmental order, fire, flood or storm, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), delay in transit, power failure, postal delay, the party so affected will notify the other party and the parties agree to delay the performance of this Agreement for as long as may be reasonably necessary until the cause(s) giving rise to force majeure has/have ceased.

¶ 10 Confidentiality Clause

The parties agree to hold Confidential Information in confidence in accordance with the terms of hereof T&C and the Agreement.

The parties agree to use Confidential Information solely in accordance with the terms of this Agreement. Failure to do so shall leave the other Party's obligations set forth in this Agreement unaffected. However, the party in breach of this clause could be claimed for damages on general basis.

The restrictions and obligations in this T&C and the Agreement shall not apply to the Disclosing Party's Confidential Information, which:

Is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party (or its representatives);

Was received by the Receiving Party from a third party and not indirectly from the Disclosing Party in violation of any obligation of secrecy or non-use; or

Was in the possession of the Receiving Party prior to disclosure or was developed independently from such Confidential Information, as is shown by competent evidence.

¶ 11 Conference Dates

The main conference will last from the morning of April 18, 2018 to the afternoon of April 20, 2018.

The Exhibition Space will be available on April 18 and 19, 2018.

The evening welcome reception is planned to take place on April 17, 2018.

¶ 12 General

These T&C shall have precedence at all times and in all circumstances over any conditions that the Sponsor may be in the practice of using.

If any provision or part of a provision of these T&C shall be or be found by any court of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these T&C all of which shall remain in full force and effect.

¶ 13 Address for Notices:

For NW/MET notices should be sent to:

Raul Burriel
c/o NW/MET
466 Learning Innovation Center
165 SW Sackett Place
Corvallis, Oregon 97331
United States

e-mail: info@nwmet.org

For the Sponsor the address to which notices should be sent shall be that given in the Sponsor Registration Form unless otherwise advised in writing by the Sponsor.

¶ 14 Jurisdiction

All Agreements and all obligations under the same shall be governed by the laws of Oregon and the United States of America and the parties submit to the exclusive jurisdiction of the Oregon Courts.

¶ 15 Currency

All fees, costs, and expenses related to NWMET2018 are in United States Dollars.

¶ 16 Time Zone

All dates and times related to NWMET2018 are in the Pacific Time Zone.

¶ 17 Revision

January 10, 2018 – Added specific times related to the Sponsor showcase.