

NNA® 2022 Sponsorship Application and Agreement



Choice of Sponsorship and/or Exhibit Booth

☐ Sponsorship Event/Item

Describe _____

Exhibit Booth: ☐ Yes ☐ No

Application

All applications are subject to approval by the National Notary Association. Full payment must accompany application.

Please Print or Type

Company Name	Contact Name	Title	
Company Address	City	State	Zip Code
Telephone	Fax		
Email	Website		

Registration Types

Full Conference Registration Included in Package Price	Full Conference Registration Additional Purchase	Exhibit Staff Pass Additional Purchase
<ul style="list-style-type: none">Exhibit booth packages include 1 full conference registration.Gala Banquet sponsorship includes 4 full conference registrations.\$10,000+ sponsorship packages include 1 full conference registration.	<ul style="list-style-type: none">Exhibiting companies may purchase 1 additional full conference registration for \$600 on a first-come, first-served basis until sold out.	<ul style="list-style-type: none">Exhibiting companies may purchase Exhibit Staff passes for \$400. These passes do not include access to meal functions.

Attendee Information Please Print or Type

1

Name	Job Title
Phone Number	Email Address
Do you require special accommodations? <input type="checkbox"/> Yes <input type="checkbox"/> No	I am a U.S. military veteran <input type="checkbox"/> Yes <input type="checkbox"/> No
Check one: <input type="checkbox"/> Full Conference – Included <input type="checkbox"/> Full Conference – Additional Purchase (\$600) <input type="checkbox"/> Exhibit Staff Pass (\$400)	

2

Name	Job Title
Phone Number	Email Address
Do you require special accommodations? <input type="checkbox"/> Yes <input type="checkbox"/> No	I am a U.S. military veteran <input type="checkbox"/> Yes <input type="checkbox"/> No
Check one: <input type="checkbox"/> Full Conference – Included <input type="checkbox"/> Full Conference – Additional Purchase (\$600) <input type="checkbox"/> Exhibit Staff Pass (\$400)	

3

Name	Job Title
Phone Number	Email Address
Do you require special accommodations? <input type="checkbox"/> Yes <input type="checkbox"/> No	I am a U.S. military veteran <input type="checkbox"/> Yes <input type="checkbox"/> No
Check one: <input type="checkbox"/> Full Conference – Included <input type="checkbox"/> Full Conference – Additional Purchase (\$600) <input type="checkbox"/> Exhibit Staff Pass (\$400)	

Note: If you plan on sending more than three attendees, please make a copy of this form and use it for your additional attendees' information.

Send payment and a copy of this agreement to: National Notary Association, 9350 De Soto Ave., Chatsworth, CA 91311-4926.
For information, please contact Chris Sturdivant at 1-818-739-4086, csturdivant@nationalnotary.org.

On behalf of _____ (Name of Company) I agree to the terms and conditions of this agreement.
(Print Name) _____ (Signature) _____

Payment Information

<input type="checkbox"/> Check Enclosed (make payable to: National Notary Association)	<input type="checkbox"/> VISA	<input type="checkbox"/> Mastercard	<input type="checkbox"/> American Express	<input type="checkbox"/> Discover
Credit Card Number	Expiration Date	CVV		
Billing Name	Signature			
Billing Address	Amount \$			

Terms and Conditions

A. Scope.

This agreement relates to the Conference presented by the National Notary Association ("NNA") as identified in the companion NNA 2022 Sponsorship Program and Application ("Application"). The completed Application incorporates by reference all of the terms of this master contract. In submitting a signed Application, Sponsor agrees to the terms set forth in this Contract. The term "Contract," as used herein, refers to the terms set forth in this Sponsor's Contract. "NNA 2022" refers to the referenced NNA 2022 Conference in Orlando, Florida, May 2–5, 2022. "Sponsor" is an entity whose Application has been accepted by NNA. Subject to the availability of sponsorships at the level selected, the Application for sponsorship for a particular event becomes a binding contract upon NNA's issuance of a confirmation notice after receiving a fully completed Application and good funds in the amount owed.

B. Objectives.

The NNA's primary objective for NNA 2022 is to provide a unique educational framework for the dissemination of the newest ideas in the Notary industry. This objective is accomplished through the assembly of leaders from either a broad or targeted range of industry participants and the presentation of program activities to facilitate the exchange of information directed at solving needs related to the Notary business.

C. Terms of Sponsorship.

- i) Sponsor agrees to sponsor NNA 2022 and to make a contribution in the amount and in the manner specified in the Application for the sponsorship level selected by Sponsor. It is understood and agreed that Sponsor's sponsorship of NNA 2022 is not contingent upon any specific attendance levels or other manner of participation by NNA members and non-members at NNA 2022. Payment is required in full and must accompany your Application. Application and payment are due on or before April 1, 2022. To the extent that any portion of a payment would not (if made as a separate payment) be deemed a qualified sponsorship payment under Section 513(i) of the Internal Revenue Code of 1986 (the "Code"), such portion of the payment and the other portion of such payment shall be deemed and treated as separate payments.
- ii) During the term of this Contract, NNA hereby agrees to identify and acknowledge Sponsor as a sponsor of NNA 2022 at the level identified on the Application. Such identification and acknowledgment may include 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) on the NNA website in connection with NNA 2022 and on other appropriate promotional media and materials in connection with NNA 2022, as set forth in the Application.

D. Name and Logo Usage.

- i) Sponsor hereby grants NNA a limited, non-exclusive, revocable license to use Sponsor's name, acronym, and logo during the term of this Contract for the purpose of identifying and acknowledging Sponsor's sponsorship of NNA 2022. The placement, form, content, appearance, and all other aspects of such identification and acknowledgement shall be determined by NNA in its sole discretion, which determination shall not be unreasonable. Notwithstanding the foregoing, NNA will make commercially reasonable efforts to confer with Sponsor before making its decision(s).
- ii) On or before applicable deadlines, Sponsor shall provide to NNA all necessary logos and other information, content and materials (in printed, electronic and/or other form) for use in connection with its sponsorship of NNA 2022.
- iii) NNA hereby grants to Sponsor a limited, non-exclusive, revocable license to use NNA's name, acronym, and logo during the term of this Contract for the purpose of promoting Sponsor's sponsorship of NNA 2022.
- iv) A party's name, acronym, logos and other trademarks ("Marks") are and will remain its property. Neither party will take any action that jeopardizes the other party's proprietary rights or acquire any rights in the Marks, nor revise or alter the Marks in any way. The Marks must be displayed in the same form (and colors) as provided by each party unless otherwise agreed in writing.

E. Event Website Hyperlink.

During the term of this Contract, Sponsor shall be permitted to maintain an internet hyperlink on the NNA event website. In connection with such hyperlink, Sponsor agrees and acknowledges that NNA does not endorse, approve, certify, or control Sponsor's website and does not warrant, guarantee or make any representations regarding the accuracy, completeness, efficacy, timeliness, merchantability, or fitness for a particular purpose of the content or data located on such site. Reference on the Sponsor website to any specific product, process or service does not constitute or imply endorsement, recommendation or favoring by the NNA. The NNA is not responsible for, and expressly disclaims all

liability for, damages of any kind arising out of use, reference to, reliance on, or performance of such content or data. Sponsor agrees to display a commercially reasonable privacy policy and to employ commercially reasonable security on its website.

F. Cancellation and Force Majeure.

- i) Sponsor specifically recognizes that NNA will be harmed if Sponsor cancels its sponsorship at any time after this Contract goes into effect. Should Sponsor cancel participation at any time (except as permitted in Section K (l)(b) due to NNA's material breach) or fail to make any payment that becomes due, Sponsor forfeits all monies paid and all rights to sponsorship benefits. Upon the NNA's cancellation of NNA 2022 for any reason, the liability of the NNA shall be limited to a refund of fees paid by Sponsor. In the event of any cancellation, all rights, duties, liabilities, and obligations hereunder shall terminate.
- ii) Neither NNA nor Sponsor shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, act of terrorism, or other violence, or any law, order or requirement of any governmental agency or authority provided that the party experiencing the delay works diligently to overcome the cause of the delay as expeditiously as possible.

G. Assignment of Space.

Classification of exhibits and assignment of space will be determined by the character of the proposed exhibits and individual requirements and preferences. Once space has been approved by the NNA, no exhibit will be moved without agreement by the Sponsor. The NNA shall have the right to use such space as it sees fit to eliminate blank space in the exhibit area, provided such exhibit booth space is not occupied by one hour before the official Conference opening.

H. The National Notary Association's Right to Remove Sponsor's Property.

The NNA reserves the right to remove from the hotel premises any or all of the property of the Sponsor should the Conference be canceled or relocated or should the Sponsor violate any of the conditions of the agreement. If the agreement is canceled for violation of such conditions, the NNA assumes no liability for the return of the sponsorship fee or any part thereof. In recognition of the common interest of all Sponsors and the NNA in maintaining the appropriate standards of decorum, THE SPONSOR WAIVES ANY AND ALL RIGHTS OF HEARING PRIOR TO THE REMOVAL OF PROPERTY FROM THE HOTEL OR EXHIBIT AREA FOR THE REASONS STATED ABOVE.

I. Exhibit Booths.

- i) Standard exhibit booth equipment (table, chairs and tablecloth) will be provided by the NNA without cost to the Sponsor. Sponsor is responsible for any signage to be displayed in the exhibit booth. If a Sponsor plans to install a completely constructed display of such a character that the Sponsor will not require or desire the use of the standard booth equipment, no part thereof shall project as to obscure the view of the adjacent booths. Sponsors must have all packing equipment stored beneath their exhibit booth during exhibit area hours, with no equipment blocking walkways or intruding upon the neighboring exhibit space(s). Sponsors may not disrupt or alter in any way the electrical wiring. Sponsor's space should be attended or have materials prominently displayed at all times during exhibit hours of the Conference.
- ii) Exhibits shall be shown only in the official exhibit area. Neither the Sponsors nor the non-Sponsors shall be permitted to display articles, equipment or information concerning services, or movies of such articles, equipment or services in private suites or rooms during the Conference, in accordance with prior agreements between the NNA and officials of the hotel. No Sponsor shall permit any other corporation or firm or its representatives to use the space allotted to it, nor shall it display articles not manufactured or sold normally by it. Co-participation by any other corporation or firm or its representatives in space assigned to the original Sponsor must be by written permission of the NNA. No Sponsor will be allowed to block the visibility of another Sponsor.
- iii) Nothing shall be posted on, or nailed, screwed or otherwise attached to columns, walls, floors, or other parts of the hotel exhibit area without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and conformity with direction of the NNA and hotel manager or their assistants. The Sponsor is solely and fully responsible for its own exhibit materials and should obtain insurance at its own expense.
- iv) All displays must be in place and set up by the time of the official start of NNA 2022 unless other arrangements are agreed to in writing by both parties. Space not occupied or set up by that time may be reassigned for other purposes by the NNA. Set-up and tear-down times are subject to change.

Exhibit Area Set Up	
Sunday, June 5, 2022	2:00 p.m. - 6:00 p.m.
Exhibit Area Hours	
Monday, June 6, 2022	7:30 a.m. - 4:30 p.m.
Tuesday, June 7, 2022	8:00 a.m. - 4:00 p.m.
Exhibit Area Tear Down	
Tuesday, June 7, 2022	4:00 p.m. - 8:00 p.m.

J. Distribution of Printed Matter.

Neither Sponsors nor non-Sponsors shall distribute to the Conference attendees printed matter, samples, souvenirs and the like, except within rented space. Special distribution of such material elsewhere must be approved by the NNA.

K. General Terms and Conditions.

i) The following shall govern term and termination of this Contract:

- a. This Contract shall commence as specified in Section A above and will terminate at the conclusion of the parties' obligations pertaining to NNA 2022.
- b. In the event either party commits a material breach of any provision contained herein, which remains uncured after thirty (30) days written notice specifying the breach, the non-breaching party may terminate this Contract. Upon expiration or termination of this Contract, each party agrees to return any intellectual property provided by the other party and discontinue use of the other party's intellectual property. In the event this Contract is terminated for material breach of a party following the commencement of the sponsorship activities, the parties agree to nonetheless cooperate to the extent necessary to avoid interruption of NNA 2022, which may include continued use of Sponsor's name in printed materials related to NNA 2022. Such cooperation shall not be construed or operate to waive any claim or defense a party may have.
- c. In addition, Sponsor may terminate this Contract upon written notice to NNA if it determines that (i) a governmental, regulatory, or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board, or the Securities and Exchange Commission), or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Sponsor's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules; or (ii) circumstances change (including, without limitation, changes in ownership of NNA or any of its affiliates) such that Sponsor's performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules; or (iii) if, in the professional judgment of those partners responsible for the oversight of independence for Sponsor and its subsidiaries, such termination is necessary to avoid impairing or appearing to impair the independence of Sponsor, any of its affiliates, or other member firms of Sponsor, and their respective affiliates, with respect to the provision of attest services to any client or potential client in accordance with applicable laws, regulations or professional standards, including, without limitation, the professional standards of the American Institute of Certified Public Accountants and the rules promulgated by the Securities and Exchange Commission to implement the Sarbanes-Oxley Act of 2002.

ii) Sponsor assumes entire responsibility, and hereby agrees to protect, indemnify, defend and save harmless the NNA, and the NNA 2022 facility, its officers; directors; owners; and affiliated companies; and all employees and agents of all of them (collectively, 'Indemnitees') against any personal injury to Sponsor or its officers, agents, employees or guests, or to any other person in attendance at NNA 2022. In addition, Sponsor agrees to indemnify and hold harmless the Indemnitees from any and all claims, damages, losses or exchanges, however incurred, and including reasonable attorneys' fees and costs, arising from any claim resulting, in whole or in part, from (a) Sponsor's breach of this Contract; (b) NNA's publication of Sponsor's Marks pursuant to this Contract; and (c) the contents or subject matter of Sponsor's website linked to the NNA event website. Sponsor specifically warrants that it owns and has all rights to the Marks licensed hereunder.

iii) All Sponsors participating in the exhibit area of the NNA Conference are expected to use special care whenever they deem it necessary to hire temporary help to assist in their exhibit or hospitality activities, so that the personnel selected by them will be of a caliber in keeping with the high standards of the exhibition and Conference.

iv) The NNA undertakes no duty to exercise care, nor assumes any responsibility for the protection of the property of the Sponsor or its representatives, or of the property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the Sponsor. Any protection exercised, in fact, by the NNA shall be deemed purely gratuitous on its part and shall no way be construed to involve it in liability by the Sponsor.

v) Sponsor shall, at its sole expense, carry and keep in full force and effect at all times during the term of this Contract appropriate levels of insurance applicable to its activities under this Contract. Sponsor acknowledges that NNA does not maintain insurance covering Sponsor's property, and that it is the sole responsibility of Sponsor to maintain appropriate insurance covering losses by Sponsor relative to its property.

Terms Within This Agreement Accepted In Full:

IN WITNESS WHEREOF, the parties hereto set their hands as of the date first written above:

National Notary Association

By _____

Print Name _____

Title _____

vi) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, WHETHER IN AN ACTION IN CONTRACT OR TORT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

vii) NNA MAKES NO REPRESENTATIONS OR WARRANTIES, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR A COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, SPONSOR ACKNOWLEDGES THAT THE NNA 2022 EVENT WEBSITE IS OPERATED ON AN "AS IS" BASIS, NNA MAKES NO WARRANTY THAT ITS SITE WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE UNINTERRUPTED.

viii) Sponsor shall comply with all federal, state and local laws and NNA has no responsibility for Sponsor compliance with applicable laws.

ix) It is not the intention of Sponsor or NNA that the parties exchange any confidential information during the term of this Contract. However, should either party decide to share such information in its performance of this Contract, it shall so notify the other party, and if such party has no objection to receiving the information, the following terms will apply:

a. The parties agree that, during and after the term of this Agreement, neither party shall, directly or indirectly, without the express written consent of the non-disclosing party, divulge, use, sell, exchange, furnish, give away, or transfer in any way any Confidential Information (as hereinafter defined) of the other party. The parties acknowledge that any Confidential Information that has been disclosed to the Non-Disclosing Party by the Disclosing Party (both terms as hereinafter defined) has been disclosed solely for the performance of its duties hereunder. The parties agree that all Confidential Information is the exclusive property of the Disclosing Party. If either party is served with any form of process to obtain any Confidential Information, the party served shall, to the extent permitted by applicable law, immediately notify the other party who served, if any, have the right to seek to quash such process.

b. The term "Confidential Information" shall include, without limitation, information disclosed or provided by one party (the "Disclosing Party") to the other party (the "Non-Disclosing Party") which that Disclosing Party has designated as confidential; the names, addresses, and telephone numbers of all customers and members, and any other personally identifiable information or any other information relating to any customers and members, and all lists or other records containing any such information; and all financial, technical, business, credit, all financial and business information relating to either party, including without limitation, all market analyses and market expansion plans, all revenue and profit analyses and projections and all commission structures and statements; all technical information relating to either party, including, without limitation, all implemented or planned product and service improvements or changes; and all other information relating to the operations of either party which was disclosed or provided to the other Non-Disclosing Party or became known to the Non-Disclosing Party through its relationship with the Disclosing Party; and all other information known about the Disclosing Party by the Non-Disclosing Party not generally known to the public. The confidentiality provisions under this section shall survive the termination or expiration of this Agreement.

x) This Contract and the rights granted to Sponsor hereunder are non-exclusive and, among other things, NNA reserves the absolute right to enter into similar agreements with third parties related to additional sponsorship opportunities for NNA 2022.

xi) This Contract shall be governed by, construed and enforced according to the laws of the State of California. The parties hereby irrevocably agree to submit themselves to the personal jurisdiction of the courts of Los Angeles County, California, which shall be the exclusive venue for any disputes relating to this Contract.

xii) NNA shall have full power in the interpretation and enforcement of the terms and conditions contained in this Contract, and the power to make, from time to time, such reasonable amendments thereto and to set such further terms and conditions as it shall consider necessary for the proper conduct of NNA 2022, provided such new terms and conditions do not materially alter or diminish the contractual rights of Sponsor. The failure of NNA to enforce a term or condition of this Contract in one instance shall not be construed to limit NNA's right to enforce the term or condition in any other instance. Neither shall it be construed to affect a waiver of any other term or condition of this Contract.

xiii) Sponsor shall not assign or delegate Sponsor's rights or obligations under this Contract without NNA's prior written consent.

xiv) This Contract may be amended or modified at any time by a writing executed by both of the parties hereto.

xv) All provisions of this Contract 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 force and effect.

xvi) All rights and remedies herein are cumulative and in addition to any and all other rights and remedies available at law or in equity.

xvii) The representations, warranties, limitation of liability, confidentiality, accrued payment obligations, and indemnities set forth in this Contract shall survive the expiration or other termination hereof.

xviii) This Contract constitutes the sole agreement of the parties with respect to the subject matter hereof and supersedes all previous written and oral agreements and understandings between the parties with respect to such subject matter. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Sponsor

On Behalf of _____

By _____

Print Name _____

Title _____