

STEP #1 Choose your Exhibitor Level

EXHIBITOR LEVELS

EXHIBITOR LEVEL	Early Bird (EB) Valid through 4/29/2022	Regular (R) Valid after 4/29/2022	EXHIBITOR LEVEL	Early Bird (EB) Valid through 4/29/2022	Regular (R) Valid after 4/29/2022
<input type="checkbox"/> Visionary 20' x 40'	\$205,000	\$215,000	<input type="checkbox"/> Bronze 10' x 10'	\$8,250	\$8,500
<input type="checkbox"/> Innovator 20' x 30'	\$105,000	\$115,000	<input type="checkbox"/> Government 10' x 10'	\$5,100	\$5,250
<input type="checkbox"/> Platinum 10' x 30'	\$25,000	\$26,500	<input type="checkbox"/> Nonprofit 10' x 10'	\$2,100	\$2,200
<input type="checkbox"/> Gold 10' x 20'	\$15,000	\$16,000	<input type="checkbox"/> University/Academic 10' x 10'	\$1,300	\$1,400
<input type="checkbox"/> Silver 10' x 10'	\$10,500	\$11,000			

ADDITIONAL OPTIONS

ADDED 10'X10' BOOTH SPACE

- (REGISTRATIONS EXCLUDED)
 \$900 University/Nonprofit # _____
 \$4,500 Government # _____
 \$5,850 IPC # _____
 \$6,000 Corporate # _____

INTERVIEW BOOTHS

- \$800 IPC # _____
 \$1,000 Exhibitor # _____

RESUME ACCESS

- \$1,000 (3 Months Access) _____

REGISTRATION

- \$100 IPC Career Fair-Only* # _____
 \$400 IPC Full Convention** # _____
 \$150 Exhibitor Career Fair Only* # _____
 \$500 Exhibitor Full Convention** # _____
 \$50 Pre-College Sponsor Registration # _____

STEP #2 Select Your Target Opportunities

ACADEMIC CONFERENCE

- Community College Track
Networking Coffee Break
 \$4,500
MentorSHPE
 \$2,500

DIVERSITY & INCLUSION TRACK

- LGBTQ Pride Hospitality Suite**
 \$7,500
Diversity & Inclusion Hospitality Suite
 \$4,500

GRADUATE TRACK

- Graduate Track
 Co-Partner

INDUSTRY

- \$12,000

UNIVERSITY

- \$3,000 (4 AVAILABLE)

- Engineering Science Symposium**
 \$20,000

- Advanced Degree Hospitality Suite Table**
 \$850

- Thesis Competition:**
 \$5,000

Advisor Track

- \$10,000
 \$5,000 Co-Partner

ACADEMIC SPECIAL EVENTS

- Resume Room Premier Partner**
 \$35,000

SHPE Study Hall

- \$15,000

SHPE Students & Professionals Mentoring Panel and Networking

- \$5,000

Convention Readiness Session

- \$10,000

Research Experience for Undergraduate (REU) Panel and Expo

- \$2,500 | Limit 4 panelists
 \$1,000 per Expo table
Student Travel Stipends
 \$2,000

SHPETINAS: IGNITING LATINAS IN STEM CONFERENCE Luncheon

- \$32,500
 \$30,000 IPC

Evening Networking

- \$22,500

Leader Breakfast

- \$20,000

T-Shirts

- \$8,000

Empowerment Sessions

- \$6,500
 \$6,000 IPC

Photo Booth Station

- \$4,000

Cafecito con SHPEtinias Networking

- \$4,500

Spotlight Series (Limit 4)

- \$1,500

PROFESSIONALS IN STEM CONFERENCE

Networking Reception

- \$20,000

Lunch 'n' Learn

- \$10,000

- Thur

- Fri

Learning Session

- \$5,000

- Thur

- Fri

Trending Topics Panel

- \$2,500

- Thur

- Fri

Hospitality Suite Table

- \$2,500 Non-Exhibitors

- \$1,000 Exhibitors

- \$850 IPC

SHPETECH CONFERENCE

SHPETech Kick-Off

- \$10,000

TECH TALKS

Tech Talk

- \$6,500

- \$6,000 IPC

SPECIAL EVENTS

Opening Ceremony

- \$60,000

- \$30,000 CO-PARTNER

STEM Luncheon

- \$50,000

- \$45,000 IPC

STAR Awards Gala

- \$45,000

- \$40,000 IPC

Chapter Leaders Celebration

- \$25,000

SHPE Lifetime Members Reception

- \$22,500

SHPE Lifetime Members Lounge

- \$5,000

Saturday Closing Celebration

- \$25,000

Industry Lunches

- \$20,000

SHPE Convention Committee Dinner

- \$10,000

Ribbon-Cutting Ceremony

- \$10,000

Sponsor Spotlight

- \$4,000

Hospitality Suites

- PLATINUM \$8,500

- PLATINUM \$8,000 IPC

- GOLD \$7,500

- GOLD \$7,000 IPC

- SILVER \$6,500

- SILVER \$6,000 IPC

- BRONZE \$5,500

- BRONZE \$5,000 IPC

- Wed

- Thursday

Executive Roundtable

- \$6,000

BRANDING | DIGITAL

Wi-Fi Connectivity

- \$30,000

- \$15,000 CO-PARTNER

Social Media Wall

- \$15,000

Convention App

- \$9,000

Online Directory

Online Main Directory Banner

- \$6,000

Online Exhibit Hall-Only Banner

- \$4,000

Company Listing "Be Visible" Package

- \$1,000

Company Listing "Highlights" Package

- \$500

Dedicated Email Blast

- \$5,500

Convention Newsletter Banner Ad

- IPC \$3,000

- Non-IPC \$3,500

Social Media Promotion

- \$2,500

BRANDING | ONSITE

Convention Badge Lanyards

- \$30,000

Hotel Key Cards

- \$20,000



Career Fair Presenting Sponsor

- \$20,000
- Graduate School Expo Presenting Sponsor**
- \$5,000
- Registration Area**
- \$15,000
- Refresh & Recharge Station**
- \$15,000

Premier Convention Center Entrance Branding

- \$12,500
- \$10,000 IPC
- STAR or STEM Special Event Segment**
- \$10,000
- Convention Bags**
- \$6,000 CO-SPONSOR
- Main Lobby Banner**

- \$6,000
- Free-Standing Sign**
- \$5,500
- STAR Awards Winner's Lane**
- \$2,500
- \$2,250 IPC
- Foot Prints**
- \$3,000
- \$2,500 IPC

Attendee Bag Check

- \$3,000
- Sizzle Reel**
- \$2,000
- \$1,500 IPC
- Career Fair & Graduate School Expo Aisle Banners**
- \$1,500
- \$1,250 IPC

STAR Awards Gala Program

- \$1,200 full-page ad
- \$700 half-page ad
- STEM Luncheon**
- \$1,000 full-page ad
- \$600 half-page ad

STEP #3 Secure Your Sponsorship

CONTACT INFORMATION

Primary Contact _____ Company _____
 Industry _____ Title _____
 Address _____ City _____ State _____ Zip _____
 Phone _____ Fax _____
 Email _____ Website _____
 Secondary Contact _____ Title _____
 Email _____ Phone _____
 Total amount \$ _____
 Signature (Required) _____ Date _____

PAYMENT INFORMATION

Billing Contact _____
 Email _____
 Phone _____

Please submit the completed form to exhibits@shpe.org. Upon receipt of this signed commitment form, an invoice will be sent to the billing contact with online payment options through a secured portal. If paying by check, payment should be made payable to SHPE and mailed to: SHPE
 ATTN: 2022 SHPE Convention
 13181 CROSSROADS PKWY NORTH, SUITE 220
 CITY OF INDUSTRY, CA 91746

By signing this sponsorship commitment form ("Form"), you acknowledge that you have read, understand, and agree to the terms of SHPE's [Sponsorship Agreement](#) ("Sponsorship Agreement"), as well as the Rules and Regulations attached hereto, and you represent and warrant that you are authorized to, and do, execute this Form and enter into the Sponsorship Agreement on behalf of the Company listed under the Contact Information of this Form (the "Sponsor" or "Exhibitor").

Payment Terms and Cancellation Policy Upon receipt of the signed commitment form, an invoice will be sent to the billing contact with online payment options through a secured portal. A signed commitment form is a guarantee to pay and all invoices sent to the billing contact will require payment. **FIRST LOOK RATES ARE VALID THROUGH 12/31/2021.** A signed and completed commitment form must be received by 12/31/2021 with the full invoice paid on or before 3/25/2022. All First Look invoices must be paid by 3/25/2022 to receive First Look Rates. Invoices not paid by 3/25/2022 will be updated to reflect Early Bird Rates. **EARLY BIRD RATES ARE VALID THROUGH 4/29/2022.** A signed and completed commitment form must be received by 4/29/2022 with the full invoice paid on or before 7/29/2022. All Early Bird invoices must be paid by 7/29/2022 to receive Early Bird Rates. Invoices not paid by 7/29/2022 will be updated to reflect Regular Rates.

All outstanding invoices must be paid by 10/14/2022 to guarantee inclusion in exhibitor and sponsorship listings. Payments received after 10/14/2022 are subject to a 25% late fee. If your organization has any outstanding invoices with SHPE by 10/14/2022, you may not be permitted to register.

All financial commitments for the 2022 SHPE National Convention are final. Complete payment is required to receive the value outline. No refunds will be provided for any reason. If a request for a change of exhibitor level or sponsorship is made prior to 7/29/2022, committed funds may be allocated to other 2022 SHPE National Convention opportunities. If a request for cancellation of exhibitor level or sponsorship is made prior to 7/29/2022, 50% of committed funds may be allocated to 2023 SHPE National Convention opportunities and the remaining 50% will be applied to 2022 SHPE National Convention. After 7/29/2022 all cancellations will be non-refundable and non-transferable.

Sponsor shall be solely responsible for any and all necessary equipment and connections from your own computer systems to the platform and systems, where applicable, that will allow for remote access for the electronic presentation or delivery of the SHPE National Convention or parts thereof. You agree to indemnify, defend, and hold harmless SHPE and anyone acting on behalf of SHPE from any and all claims, demands, and causes of action arising out of or relating to your participation in the SHPE National Convention. SHPE makes no warranties, express or implied, in respect of any aspect of the SHPE National Convention.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL SHPE BE LIABLE TO YOU FOR LOSS OR DAMAGE ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SHPE NATIONAL CONVENTION, WHETHER OR NOT YOU WERE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; ANY LOSS OR CORRUPTION OF DATA; OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES). THE AGGREGATE LIABILITY OF SHPE (IF ANY) ARISING FROM OR RELATING TO THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES (WHETHER ARISING FROM A BREACH OF CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY YOU UNDER THIS AGREEMENT.

***CAREER FAIR ONLY BADGE** includes access to the Career Fair & Graduate School Expo, interview booths and a lunch ticket for one career-fair day only.

****FULL CONVENTION REGISTRATION** includes entrance to all open networking events, workshops, a lunch ticket for one career-fair day only, but does not include STEM Breakfast or STAR Awards tickets.



EXHIBIT Rules and Regulations

1. **EVENT MANAGEMENT:** The words "Event Management" as used herein shall mean event management as previously specified in the contract, or its officers, committees, agents, or Employees acting for it in the management of the Exhibition.

2. **ELIGIBLE EXHIBITS:** Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to Convention registrants. Event Management reserves the right to determine the eligibility of any product floor display. Exhibiting manufacturers' representatives and/or distributors must list their participating principals as the exhibitors of record. Only the sign of the exhibitor whose name appears upon the face of this contract may be placed on the exhibit space or in the printed list of Exhibitors of the Exhibition. No exhibitors or advertising will be allowed to extend beyond the space allotted to the Exhibitor or above the back and side rails. Event Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or his representatives upon the Event Management's good-faith determination that the same is not in accordance with these Rules and Regulations. Event Management reserves the right to relocate an exhibit space at any time. This is due to situations beyond our control, including but not limited to fire marshal code, building regulations, or at the request of the hotel, convention center, or other facility in which the exhibition hall is located. In such event, the Exhibitor will have no financial remedy with Event Management. Event Management will make every effort to communicate this to Exhibitor in a timely manner and offer comparable placement.

3. **LIMITATION OF LIABILITY:** The Exhibitor agrees to indemnify and hold harmless the Event Management, its subsidiaries, the sponsor, owner, exhibition hall facility, and city in which this Exhibition is being held and their officers, agents, and employees, against all claims, losses, suits, damages, judgments, expenses, costs, and charges of every kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damages, or any other cause sustained by any person or others. The Event Management will not be responsible for loss or damage to displays or goods belonging to Exhibitors, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats, or other causes. All such items are brought to the Exhibition and displayed at Exhibitors' own risk, and should be safeguarded at all times. Event Management will provide the services of a reputable agency for perimeter protection during the period of installation, event and dismantling and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of the Event Management to reasonably supervise and protect Exhibitors' property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by Event Management. The Exhibitor agrees that Event Management shall not be responsible in the event of any errors or omission in the Exhibitors' official event directory and in any promotional material. Exhibitor agrees to indemnify Event Management against and hold it harmless for any claims and for all damages, costs and expenses, including without limitation, attorneys' fees and amounts paid in settlement incurred in connection with such claims, arising out of the acts or negligence of Exhibitor, his agents, or employees.

4. **DEFAULT IN OCCUPANCY:** If Exhibition space is not occupied by the time set for completion of installation of displays, such space may be possessed by Event Management for such purposes as it may see fit.

5. **SUB-LEASING:** Exhibitor shall not sublet his space, or any part thereof, of the exhibition of anything not specified in the contract. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his own name, except where such articles are required for the proper demonstration of operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint or other identification which in standard practice appears normally on them. Exhibitor may not permit in his Exhibit space non-exhibiting companies' representatives. Rulings of the Event Management shall in all instances be final with regard to use of any exhibit space.

6. **DAMAGE TO PROPERTY:** Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard Exhibit space equipment, or to other Exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard Exhibit space equipment.

7. **OFFICIAL SERVICE CONTRACTOR:** To ensure the orderly and efficient installation, operation, and removal of the displays, and to minimize confusion by the presence or solicitation of unknown or unqualified firms, Event Management has designated an official service contractor. In venues where permitted, Exhibitors may be free to use its own display house providing the outside contractor for set up and dismantling of the Exhibit if the Exhibitor submits a request in writing to Event Management and includes a list of the names of all display company representatives working in the exhibit area along with the proof of liability insurance satisfactory to Event Management; approval by Event Management shall be in its sole discretion.

8. **SPECIAL SERVICES:** Electricity, gas, water, and other utilities, as well as other special services needed by individual Exhibitors, are provided only when the Exhibitor orders and agrees to pay for them, especially from the persons authorized to supply such services in conformity with city, insurance, and other requirements.

9. **EXHIBIT SPACE REPRESENTATIVES:** Exhibit space representatives shall be restricted to

Exhibitor's employees and their authorized representatives. Exhibit space representatives shall wear badge identification furnished by Event Management at all times. Event Management may limit the number of Exhibit space representatives at any time. All Exhibit spaces must be staffed by the Exhibitor during all open-event hours.

10. **ELECTRICAL SAFETY:** All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

11. **SAFETY AND FIRE LAWS:** All applicable fire and safety laws and regulations must be strictly observed by the Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local fire department and UL rules. Smoking in Exhibits is strictly prohibited. Crowding will be restricted, and aisles and fire exits must not be blocked by Exhibits. No displays of paper, pine boughs, leafy decorations, trees, or tree branches are allowed. Acetone and most rayon drapes are not flameproof and may be prohibited. No storage behind Exhibits is provided or permitted.

12. **DECORATION:** Event Management shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor and may require the replacing, rearrangement, or redecorating of any item or of any Exhibit space at the Exhibitor's expense. Exhibitor must make certain that surfaces or dividers and back-walls are finished in such a manner as not to be unsightly or have logos or promotion facing Exhibitors in adjoining Exhibit spaces. If such surfaces remain unfinished by the "must be set time" outlined in the service manual, Event Management shall authorize the official decorator to effect the necessary finishing at the Exhibitor's expense. With respect to any displays on which set-up has not been started by the "must be set time" outlined in the Exhibitor Manual and/or Exhibitor Kit, Event Management reserves the right to have such displays installed at the Exhibitor's expense. Event Management will not allow any installation or moving of Exhibit spaces or freight one-hour prior to the opening of the Exhibit floor.

HEIGHT AND FLOOR COVERINGS:

Exhibit spaces and/or displays must be built and erected within the height limits and guidelines set forth in the Exhibitor Manual and/or Exhibitor Kit. Any Exhibitor whose Exhibit space exceeds the height limits and/or guidelines will be required at their own expense to alter the display to conform to the limits and guidelines. All exhibit space floor areas must be covered with carpet or approved covering. In the event of non-compliance, Event Management reserves the right to have the display area covered with proper floor coverings at the Exhibitor's expense.

13. **SOUND LEVEL:** Mechanical or electrical devices which produce sound must be operated so as not to prove disturbing to other Exhibitors. Event Management reserves the right to determine the acceptable sound level in all such instances.

14. **PERFORMANCE OF MUSIC:** The Exhibitor acknowledges that any live or recorded performances of copyrighted music which occur in the Exhibitor's exhibit space must be licensed from the appropriate copyright owner or agent. The Exhibitor undertakes full responsibility for obtaining any necessary licenses and agrees to indemnify and hold harmless Event Management from any damages or expenses incurred by Event Management due to the Exhibitor's failure to obtain such licenses.

15. **LOTTERIES/CONTESTS:** The operation of games of chance, lottery devices, or the actual or simulated pursuit of any recreation pastime is permitted only to the extent permitted by applicable law and upon prior written approval from Event Management. Furthermore, any such activity shall remain within the constraints of the Exhibit space only.

16. **PERSONNEL AND ATTIRE:** Event Management reserves the right to determine whether the character and/or attire of Exhibit space personnel is acceptable and in keeping with the best interests of Exhibitors and the Exhibition. Further, Exhibitor expressly agrees that he and his personnel will not conduct official any Exhibitor functions in his private rooms during business hours of the Exhibition.

17. **EXHIBITOR CONDUCT:** Exhibitors wishing to conduct retail sales within their Exhibit space are subject to rules set forth by Event Management and the facility. Exhibitors will be responsible for the collection and remittance of all applicable federal, state, and local sales and use and other taxes. Subject to the foregoing, the distribution of samples, souvenirs, publications, and the like, or other sales or sales promotion activities, must be conducted by Exhibitor only from within his Exhibit space. The distribution of any articles that interfere with the activities or obstructs access to neighboring Exhibit spaces, or that impedes aisles, is prohibited.

No article containing any product other than the product or materials made or processed or used by Exhibitor in his product or service may be distributed except by prior written permission of Event Management.

18. **OBSTRUCTION OF AISLES OR EXHIBIT SPACES:** Any demonstration of activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' exhibit spaces shall be suspended for any periods specified by Event Management.

19. **ADMISSION:** Admission is open to adults affiliated with the industry/profession served by the Exhibition. No persons under 18 years of age will be admitted to the Exhibit hall or conference sessions unless otherwise specified. Event Management shall have sole control over admission policies at all times.

20. **TERMINATION OF EXHIBITION:** In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of Event Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Event Management under the contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Event Management, said contract, and/or the Exhibition (or any part thereof) may be terminated by Event Management in its sole discretion.

Event Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of any cause or causes not reasonably within the control of Event Management. If Event Management so terminates said contract and/or the Exhibition (or any part thereof), then Event Management may retain such part of any Exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of Event Management" shall include, but not be limited to, fire; casualty; flood; epidemic; earthquake; explosion or accident; blockage embargo; inclement weather; governmental restraints; orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott, or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, State or Federal laws, ordinances, rules, orders, decrees, or regulations whether legislative, executive, or judicial; or Act of God.

21. **RESOLUTION OF DISPUTES:** In the event of a dispute or disagreement between Exhibitor and an official contractor, between Exhibitor and a labor union or labor union representative, or between two or more Exhibitors, all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute of disagreement by Event Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

22. **RECEIPT OF GOODS AND EXHIBITS:** All arriving goods and Exhibits will be received at receiving areas designated by Event Management. All incoming goods and Exhibits must be plainly marked and all charges prepaid.

23. **CARE AND REMOVAL OF EXHIBITS:** The Event Management will maintain the cleanliness of all aisles, Exhibitor must, at his own expense, keep Exhibits clean and in good order. All Exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an Exhibit prior to the official closing hour of the Exhibition can result in a penalty and a refusal by Event Management to accept or process Exhibit space applications for subsequent Exhibition(s).

Exhibits must be removed from the building by the time specified in the Exhibitor Manual. In the event any Exhibitor fails to remove his exhibit in the allotted time, Event Management reserves the right, at the Exhibitor's expense, to ship the Exhibit through a carrier of Event Management's choosing or to place the same in a storage warehouse subject to the Exhibitor's disposition or make such other disposition of this property as it may deem desirable without any liability to Event Management.

24. **PHOTOGRAPHY:** Before, after, or during event hours, no photography or videotaping will be permitted anywhere except by Event Management or the official event photographer(s). Only those professional photographers approved by Event Management will be allowed on the event floor. Any individual, whether Exhibitor or attendee, is prohibited from taking photographs or electronic images of Exhibit displays or their contents without the permission of the Exhibitor involved. Violators will be escorted off the Exhibit floor and will forfeit their credentials and to a deletion of the photographs/recordings. Violators will not be allowed re-entry. Event Management reserves the right to use photographs taken at the event for promotional purposes. No drone photography will be allowed.

25. **INSURANCE:** Exhibitor is advised to see that his insurance policies include extraterritorial coverage, and that he has his own theft, public liability, and property damage insurance.

26. **LOSSES:** Event Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If Exhibit fails to arrive, Exhibitor is nevertheless responsible for Exhibit space cost. Exhibitor is advised to insure against these risks.

27. **AMENDMENT TO RULES:** Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Event Management. The Event Management shall have full point in the matter of interpretation, amendment and enforcement of all said rules and regulations, and that any such amendments, when made and brought to the notice of the said Exhibitor shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions therein set forth.

28. **DEFAULT:** If the Exhibitor defaults in any of its obligations under this contract or violates any of its obligations or covenants under this contract, including without limitation any Exhibition Rule or Regulation promulgated pursuant to the contract, the Event Management may, without notice, terminate this agreement and retain all monies received on account

as liquidated damages. Event Management may thereupon direct the Exhibitor forthwith to remove its employees and agents, and all of its articles of merchandise and other personal property, from the space contracted for and from the Exhibition Hall.

29. **AGREEMENT TO RULES:** Exhibitor, for himself and his employees, agents, and representatives, agrees to abide by the foregoing Rules and Regulations set in the Exhibitor Manual and/or Exhibitor Kit, and by any amendments that may be put into effect by Event Management.

30. **CONTRACT ACCEPTANCE:** Deposit of your check does not constitute contract acceptance. This agreement shall not be binding until accepted by Event Management.

31. **FORUM SELECTION:** All disputes and matters arising under, in connection with, or incident to this Agreement, shall be litigated, if at all, in and before a court in the State of California, to the exclusion of the courts of any other state or country.

32. **CHOICE OF LAW:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without regard to such state's conflict of laws principles.

33. **PROMOTION:** Any promotion in the event city at but not limited to the convention center, hotels, airports, restaurants, bars, and other venues must receive prior written approval from Event Management.

EXHIBITOR/INDUSTRY PARTNERSHIP COUNCIL (IPC) REGISTRATION

Each Exhibitor/IPC receives an allotted number of Full-Convention Registrations and/or Career Fair-Only badges. Each registration must be assigned to one of your representatives via the online corporate registration system. Login credentials are emailed to point of contact stated on commitment form through an automated system in early October. All representatives requiring access to the career fair or interview booths outside of general open hours will require an Exhibitor/IPC registration. Only those registrants processed through Exhibitor registration will have the appropriate access. Representatives registered through attendee registration (undergraduate, graduate, professional, non-member) will not have access to the Exhibit floor or interview hall during set-up. We will be unable to make exceptions. We encourage you to communicate this information to all individuals from your organization.

OFFICIAL SERVICE CONTRACTOR

SHPE is pleased to select Freeman to serve as the Official Service Contractor. To assist you in planning, the SHPE Exhibitor Kit will be made available online by June 2022. It is imperative that the SHPE Exhibitor Kit be reviewed and understood in its entirety. Please note that electricity, Wi-Fi, and carpeting are not included in your Exhibit booth-level participation. SHPE will provide appropriate floor covering/carpet for government level, nonprofit level, and university/academic level Exhibitors only. Floor covering that covers the entire Exhibit booth space is a requirement for Career Fair exhibitors and will be billed directly to your organization if it is not ordered from Freeman or installed by Thursday, November 3, 2022. SHPE follows IAEE rules for exhibiting with variations that will be listed in the Exhibitor Kit.

EXHIBIT SPACE

All 10'x10' Exhibit spaces include pipe and drape, one 6' table, two chairs, and one wastebasket. Floor covering/carpet requirement will be reinforced at all Exhibit levels. SHPE will provide appropriate floor covering/carpet for government level, nonprofit level, and university/academic level Exhibitors only. Upgrades and substitutions will not be accepted. Exhibitors may provide alternate floor covering/ carpet, but no discounts or reimbursements will be applied. SHPE will not provide carpeting materials for booths outside of government, nonprofit, and university/academic level Exhibitors. A valid .gov email address is required for government sponsorship. Federal 501(c)(3) tax-exemption documentation is required for nonprofit sponsorship. All Exhibitors are expected to adhere to the good neighbor policy of no more than five representatives per 10'x10' booth space at one time.

CODE OF CONDUCT

SHPE appreciates your support of its Convention Exhibitor Code of Conduct. Your continued cooperation helps us uphold the integrity of the convention, our exhibitors, sponsors, and attendees. We require that all Exhibitors and Sponsors agree to abide by the following Code of Conduct Rules & Guidelines:

1. All employees of your organization who interact with SHPE employees, members, and attendees will conduct themselves at all times professionally and refrain from any conduct or comments that are or could be construed as harassing, discriminatory, offensive, or inappropriate.
2. All employees of your organization who will attend any SHPE-sponsored event agrees to act professionally at all times, including refraining from the excessive consumption of any legal alcohol or drugs, the consumption or use of any illegal substances, and abiding by all rules and regulations of SHPE.
3. Since the majority of SHPE members and convention attendees are students, we have a strict policy to not serve alcohol at any event where a student and/or minor is present.
4. All employees of your organization agree to show respect for fellow Exhibitors and their right to a safe and successful Exhibit.
5. You agree to notify all applicable employees of your organization of these standards.

SPONSORSHIP AGREEMENT

This Sponsorship Agreement is made by and between Society of Hispanic Professional Engineers (“SHPE”), a California nonprofit corporation that is tax-exempt and described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the organization (“Sponsor”) listed in the prospectus (the “Sponsorship Commitment Form”, and with this Sponsorship Agreement, the “Agreement”) and is effective as of the date of Sponsor’s execution of the Sponsorship Commitment Form. By signing the Sponsorship Commitment Form, Sponsor agrees to be bound by the terms and conditions hereunder.

In consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Sponsorship Benefits.** Sponsor will receive the benefits as specified in the Sponsorship Commitment Form.
 - a. **Sponsor Recognition.** To the extent that the benefits offered include recognition of Sponsor, Sponsor will be recognized as a sponsor of SHPE consistent with “qualified sponsorship” rules set forth in § 513(i) of the Internal Revenue Code (the “Code”). Such recognition shall not include general “advertising” information as defined in § 513(i) of the Code.
 - b. **Speaking Opportunities.** To the extent that Sponsor will be offered an opportunity to present at a SHPE workshop or webinar, Sponsor agrees that the proposed content must be approved by SHPE in advance, in SHPE’s sole discretion, to ensure that such content meets SHPE’s curriculum needs and is consistent with its tax-exempt purposes. Sponsor also agrees not to use any speaking opportunity at a SHPE event to advertise or sell its products or services.
2. **Sponsorship Fee.** In consideration for the benefits provided in this Agreement, Sponsor shall pay to SHPE a payment(s) in the amount specified in the Sponsorship Commitment Form (the “Sponsorship Fee”) by the date(s) specified in the Sponsorship Commitment Form.
3. **SHPE Intellectual Property.**
 - a. **License of SHPE Trademarks.** Sponsor is hereby granted during the term of the Agreement a limited, non-exclusive, non-transferable non-sublicenseable license to use SHPE’s name and trademarks (the “SHPE Trademarks”) solely for purposes of identifying itself as a sponsor of SHPE. Sponsor may not use any of the SHPE Trademarks in any manner that implies that SHPE endorses or guarantees the quality or safety of Sponsor’s products, services, or activities. Sponsor agrees that it shall not use, or permit any person or entity to use, the SHPE Trademarks, or any portion thereof, without the prior written consent of SHPE. Sponsor may not create any combination name or trademark with the SHPE Trademarks. SHPE may immediately terminate, in whole or with respect to a specific use, Sponsor’s right to use the SHPE Trademarks if SHPE reasonably believes that any such use dilutes, diminishes, or blurs the value of any of the SHPE Trademarks or does not comply with SHPE’s usage policies.
 - b. **Use of Student Résumés.** To the extent that SHPE provides résumés of SHPE event participants or members pursuant to this Agreement, (the “Résumés”), Sponsor shall use the Résumés solely for purposes of assessing whether Sponsor would like to interview such individuals for positions at Sponsor’s organization during the specific event specified above, interviewing such individuals, and/or providing guidance to such students as requested regarding their Résumés. Sponsor shall not use the Résumés, or any information contained therein, for any other purpose and shall not disclose the Résumés, or any information contained therein, to anyone outside of Sponsor’s organization. Such restrictions shall not apply to information pertaining to any individual who Sponsor hires for a position within its organization.
4. **Sponsor Intellectual Property.** Sponsor hereby grants to SHPE a limited, non-exclusive, non-sublicenseable license to use certain of Sponsor’s intellectual property, including names, trademarks, and copyrights (collectively, the “Sponsor Trademarks”) solely to identify Sponsor as a sponsor of SHPE, and to perform SHPE’s obligations as specified herein. Sponsor may immediately terminate, in whole or with respect to a specific use, SHPE’s right to use the Sponsor Trademarks if it is reasonable to believe that such use dilutes, diminishes, or blurs the value of the Sponsor Trademarks or if such use does not comply with Sponsor’s usage policies.
5. **Representations and Warranties.** Each party represents and warrants that it shall comply with all laws applicable to this Agreement and all activities contemplated by this Agreement, and each party represents and warrants that its trademarks do not infringe the trademarks or trade names or other intellectual property rights of any third party.

Each party shall obtain all necessary rights and permissions prior to providing any personal data to the other party, and each party represents and warrants that it shall comply with all applicable privacy and personal data laws with respect to any personal data collected or obtained in connection with this Agreement.
6. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for the time specified in the Sponsorship Commitment Form, unless earlier terminated pursuant to Section 7.
7. **Termination.**
 - a. SHPE may terminate this Agreement for material breach of this Agreement, provided that SHPE shall first notify Sponsor in writing of the breach and provide 30 days for Sponsor to cure the breach.
 - b. Sponsor may terminate this Agreement as specified in the Sponsorship Commitment Form.

1. **Effect of Termination.** Upon termination or expiration of this Agreement, each party shall immediately cease utilization of the other party's trademarks. Any termination of this Agreement shall not release a party from paying any fees owed to the other party for any periods prior to or after termination.
2. **Indemnification.** Sponsor acknowledges that SHPE shall not have any responsibility or liability for any losses, damages, and claims arising out of Sponsor's activities in connection with the benefits provided herein. To the greatest extent possible by law, Sponsor shall indemnify, defend, and hold SHPE and its officers, directors, employees, contractors, or agents harmless from and against all losses, damages, and costs (including reasonable attorneys' fees) arising out of or in connection with (i) any negligent act or omission by Sponsor or any of its officers, directors, employees, or agents; (ii) breach of any representation and warranty made by Sponsor in this Agreement; and/or (iii) a claim that the Sponsor Trademarks infringes or violates any patents, copyrights, trade secrets, licenses, or other intellectual property rights of any third party.

These indemnification obligations shall continue beyond the termination or expiration of this Agreement.
3. **Limitation of Liability.** SPONSOR ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE BY ANY PERSON OR ORGANIZATION OF SPONSOR'S PRODUCTS/SERVICES PROVIDED BY SPONSOR. SPONSOR SHALL INDEMNIFY AND HOLD SHPE HARMLESS FOR ALL LIABILITIES AND CLAIMS ASSERTED BY ANY USER OF SPONSOR'S PRODUCTS/SERVICES AS WELL AS ALL EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY SHPE IN CONNECTION WITH SUCH LIABILITIES OR CLAIMS. SHPE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, ENDORSEMENTS, OR CONDITIONS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO SPONSOR'S PRODUCTS/SERVICES OR THE USE OF SPONSOR'S PRODUCTS/SERVICES.

EXCEPT FOR CLAIMS BASED ON MISUSE OF INTELLECTUAL PROPERTY OR INDEMNIFICATION CLAIMS, UNDER NO CIRCUMSTANCE WILL A PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH A PARTY'S PERFORMANCE UNDER THIS AGREEMENT.
4. **Relationship of Parties.** The parties are strictly independent contractors. No other relationship is intended, implied, or authorized, including without limitation that of joint venture, lessor-lessee, principal-agent, or seller- purchaser. Neither party shall have the authority to enter into any agreements for or on behalf of the other. SHPE shall have no authority to make any representations or warranties to any third-party concerning Sponsor's services and activities.
5. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to choice of law principles. Any legal proceeding in connection with this Agreement may be brought only in the state or federal courts located in Los Angeles, California. The parties hereto specifically waive any objection they may have to personal jurisdiction or venue in the state of California.
6. **Assignment.** This Agreement may not be assigned, or the rights granted hereunder transferred or sub- licensed, by either party without the express prior written consent of the other party.
7. **Entire Understanding.** The terms of this Agreement along with the Sponsorship Commitment Form, which is incorporated by reference herein, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters.