



# SPONSORSHIP AGREEMENT

CONFERENCE DATES: June 27-30, 2022

www.nsaconference.org

## QUESTIONS?

Lindsay Hopkins  
Manager of Sponsorship Sales and  
Corporate Partnerships  
lhopkins@sheriffs.org  
703-838-5343

Please complete all sections. Sign and return via e-mail to lhopkins@sheriffs.org Upon confirmation of full payment, the sponsorship will be reserved. **Print exactly as you would like listed in all show materials.**

Company Name \_\_\_\_\_

Company Street Address \_\_\_\_\_

Company City/State/Zip \_\_\_\_\_

Company Phone \_\_\_\_\_

Company Fax \_\_\_\_\_

Company Website \_\_\_\_\_

**CONTACT INFORMATION FOR PERSON SPONSORSHIP** (The individual listed below will receive ALL sponsorship communications including information, updates, and inquiries.)

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

## SPONSORSHIP ITEM AND DELIVERABLES (for NSA use only)

Sponsorship Item: \_\_\_\_\_

Date(s) of Sponsorship: \_\_\_\_\_

Order Number: \_\_\_\_\_

Deliverables: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cost of Sponsorship: \_\_\_\_\_

## PAYMENT

**TOTAL AMOUNT DUE:** \_\_\_\_\_

Check

Credit Card

*Please make all checks payable to 'National Sheriffs' Association' and mail to: National Sheriffs' Association, Attn: Accounting, 1450 Duke Street, Alexandria, VA 22314. Please include a copy of the Sponsorship Agreement for reference.*

**To pay by credit card fill out the information below.**

VISA

MasterCard

AMEX

Discover

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Print Cardholder's Name: \_\_\_\_\_

Cardholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Billing Address:**

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## PAYMENT REQUIREMENTS

### 1. PAYMENT POLICY:

The cost for sponsorship is shown on the sponsorship agreement. Failure to pay the full balance prior to April 1, 2022, will lead to cancellation of the agreement and forfeiture of any/all monies paid and NSA will be under no obligation to the sponsor under the Sponsorship Agreement. The completion and signature of this form constitutes a contract. The sponsorship fee is due as follows:

- For agreements received by NSA prior to April 1, 2022, sponsor must pay to NSA a deposit equal to 50% of the total sponsorship fee. The full balance of the sponsorship fee is due no later than April 1, 2022.
- For agreements received by NSA after April 1, 2022, the full sponsorship fee is due at the time your agreement is submitted, and full payment of the sponsorship fee must be submitted together with your agreement.

### 2. SPONSOR REDUCTION/CANCELLATION POLICY:

Receipt of your signed Sponsorship Agreement is a commitment to sponsor at the conference referenced at the top of this Sponsorship Agreement (the "Conference"). Therefore, notification of sponsorship cancellation or reduction must be submitted in writing on company letterhead to NSA and sponsors are required to pay appropriate fees or cancellation penalties. Sponsors that cancel or reduce sponsorship will pay the following fees:

- For sponsorship cancellation or reduction of sponsorship received by NSA on or before April 1, 2022, the sponsor will owe and pay 50% of the total sponsorship fee.
- For sponsorship cancellation or reduction of sponsorship received by NSA after April 1, 2022, the sponsor will owe and pay 100% of the total sponsorship fee.

**Additional terms pertaining to the disposition of paid sponsorships in the event of sponsor's breach or default or NSA's cancellation, rescheduling, re-location or other modification of the Conference are set forth in the attached NSA Sponsor Rules and Regulations ("Rules and Regulations").**

## ADDITIONAL TERMS

Additional terms of this agreement between the sponsor and NSA for the sponsorship are set forth in the attached Rules and Regulations, which are incorporated in and made a part of this Sponsorship Agreement.

## AUTHORIZATION AND RESPONSIBILITY

By signing below, the undersigned acknowledges and agrees that he or she and sponsor has received, read and agrees to the terms of this Sponsorship Agreement, including the Rules and Regulations incorporated by reference herein. Sponsor's signatory below represents and warrants that he or she has full power and authority to execute this Sponsorship Agreement on behalf of the sponsor and to bind the sponsor to the Sponsorship Agreement. The undersigned hereby agrees to abide by the terms of the Sponsorship Agreement and will ensure that all representatives are aware of the terms, conditions, and rules pertaining to the conference.

This Sponsorship Agreement may be executed or agreed to through the use of an electronic signature or other electronic means, which shall be deemed the equivalent of an original signature and shall be binding and have the same force and effect as an original or manual signature.

Authorized Signature on behalf of Company (Sponsor) \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

# NSA SPONSORSHIP RULES AND REGULATIONS

These NSA Sponsorship Rules and Regulations (the "Rules and Regulations") are part of the Sponsorship Agreement and Invoice (the "Sponsorship Agreement") between sponsor and National Sheriffs' Association ("NSA"), for a sponsorship at the NSA conference identified at the top of the Sponsorship Agreement (the "Conference").

NSA reserves the sole right to render all interpretations of, amend and enforce these Rules and Regulations and to establish any and all further regulations not specifically covered herein to assure the general success and well-being of the Conference.

Each sponsor, for itself, its employees, agents and contractors, agrees to abide by these Rules and Regulations and by any amendments or additions hereafter made by NSA for which notice is provided to sponsor. NSA reserves the right to decline, prohibit, deny access or remove any sponsor which in its sole judgment is contrary to the character, objectives, or best interests of the Conference or is not suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these Rules and Regulations and extends to persons, things, materials, content, products and conduct.

NSA reserves the right to refuse applications that don't meet the standards required or expected, as well as the right to curtail sponsorships or parts of sponsorships that are contrary to the character, objectives or best interests of NSA and the Conference. NSA's decision and interpretation shall be final in all cases and the sponsor agrees to accept and abide by such decisions.

## 1. PAYMENT OF SPONSORSHIP

The cost for sponsorship is shown on the included sponsorship agreement. Failure to pay the full balance prior to April 1, 2022, will lead to cancellation of the agreement and forfeiture of any/all monies paid, and sponsor will remain responsible for full fees.

For agreements received by NSA prior to April 1, 2022, sponsor must pay to NSA a deposit equal to 50% of the total sponsorship fee. The full balance of the sponsorship fee is due no later than April 1, 2022.

For agreements received by NSA after April 1, 2022, the full sponsorship fee is due at the time your agreement is submitted, and full payment of the sponsorship fee must be submitted together with your agreement. Sponsor will reimburse NSA for the cost of any collection or legal service utilized by NSA to collect any amounts due hereunder. Notwithstanding any provision in an Order or other agreement to the contrary, if sponsor is an agency, both agency and principal advertiser are jointly and severally liable for all payments due hereunder. If sponsor is an agency, NSA reserves the right to notify principal advertisers regarding any overdue and unpaid invoices.

All payments shall be made to NSA in the manner specified in the Sponsorship

Agreement. If any of the above payment is not made in accordance with the above terms and conditions, NSA will be under no obligation to the sponsor under the Sponsorship Agreement or otherwise, meaning among other things that any sponsorship previously reserved for your organization is subject to release in NSA's sole discretion without notice and without any further obligation of any kind by NSA.

## 2. SPONSORSHIP REDUCTION/CANCELLATION POLICY

Receipt of your signed Sponsorship Agreement is a commitment to sponsor at the Conference. Therefore, notification of sponsorship cancellation or reduction must be submitted in writing on company letterhead to NSA and sponsors are required to pay appropriate fees or cancellation penalties. Sponsors that cancel or reduce sponsorship will pay the following fees:

For sponsorship cancellation or reduction of sponsorship received by NSA on or before April 1, 2022, the sponsor will owe and pay 50% of the total sponsorship fee.

For sponsorship cancellation or reduction of sponsorship received by NSA after April 1, 2022, the sponsor will owe and pay 100% of the total sponsorship fee.

If for any reason beyond NSA's control (including a Force Majeure Event as hereafter defined), the Conference must be cancelled, shortened, delayed, re-located or otherwise altered or changed, sponsor understands and agrees that, except as expressly provided otherwise in these Rules and Regulations (specifically with respect to the application of sponsor's paid sponsorship fee to a future conference as hereafter specified), all losses, liabilities, damages, costs and expenses which sponsor may suffer as a consequence thereof are its responsibility and not that of NSA's, the venue for the Conference (the "Venue") or any of their respective directors, trustees, officers, employees, agents or subcontractors. Sponsor understands that it is solely responsible for all expenses it incurs in connection with the Sponsorship Agreement and the transactions described therein, including, without limitation, for travel to the Conference, lodging, shipping costs, employee wages, and any and all other expenses.

Sponsor, as a condition of being permitted by NSA to be a sponsor at the Conference, agrees to release, indemnify and hold harmless NSA, the Venue and each of their respective directors, trustees, officers, employees, agents and subcontractors from any and all damages, liabilities, losses, costs and expenses which sponsor may suffer as a result of the cancellation, shortened duration, delay, rescheduling, relocation or other alteration or change in the Conference (in whole or in part) caused by any reason outside NSA's control (including a Force Majeure Event as hereafter defined); provided, however, that the foregoing shall not limit or nullify any NSA obligation to apply sponsor's fees to a future conference as hereafter specified.

NSA shall not be responsible for delays,

damage, liability, expenses, loss, increased costs, or other unfavorable conditions arising by virtue of a cause or causes not within the control of NSA (including a Force Majeure Event as hereafter defined). Causes not within the control of NSA shall include, but are not limited to: fire, casualty, flood, epidemic, pandemic, outbreaks of infectious disease or other public health crises, quarantine, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, government regulations, declarations or other acts of government authority, act of a public enemy, war, riot or civil disturbance, terrorist acts, impairment or lack of adequate transportation, inability to secure sufficient labor, curtailment of transportation, technical or other personnel, labor union disputes, unavailability or loss of use of the Venue or other termination by the Venue, municipal, state or federal laws, loss of internet, utilities or communications services, or other acts of God (each, a "Force Majeure Event"). Sponsor acknowledges and agrees that NSA may cancel, shorten, delay, reschedule, relocate or otherwise alter or change the Conference, and sponsor's associated sponsorship due to a Force Majeure Event. If it does so, sponsor understands and agrees that all losses, liabilities, damages, costs and expenses which it may suffer as a consequence thereof are its sole responsibility and not that of NSA, the Venue, or any of their respective directors, trustees, officers, employees, agents or subcontractors. Sponsor understands that in such event, it may lose all costs and expenses it has incurred, including, without limitation, for travel to the Conference, lodging, shipping costs, employee wages, and any and all other expenses.

In the event there is a material change to the Conference date (in excess of 90 days) and/or location (more than 100 miles) for any Force Majeure Event, then the Sponsorship Agreement shall terminate and the sponsor hereby releases NSA, the Venue and each of their respective directors, trustees, officers, employees and agents from all claims, damages, liabilities, losses, costs and expenses of any kind or nature which sponsor may suffer as a result of such termination, except that any unpaid portion of the sponsorship fee due hereunder shall no longer be due and payable and sponsorship fees previously paid shall not be refundable but shall be retained and held by NSA and applied to sponsorships for sponsor at NSA's 2023 Annual Conference, which shall be subject to sponsor entering into a new Sponsorship Agreement with NSA for sponsorship at such conference on the same or essentially equivalent terms to those set forth in this Sponsorship Agreement. If the change is immaterial (meaning the Conference date has changed by 90 days or less and/or the location of the Conference has been moved 100 miles or less, then this Sponsorship Agreement will remain in full force and effect for the new date and/or location except that NSA shall have the right to make changes in the location of sponsorship, as it deems necessary and proper, based on any change in the location of the Conference.

## 3. PROMOTIONS, CONTESTS, SWEEPSTAKES, RANDOM DRAWINGS

In the event that sponsor advertises, markets, promotes, and/or administers any type of promotion, including but not limited to giveaways, sweepstakes, drawings, or contests in connection with the Conference (collectively "Promotion"), sponsor agrees that it shall use, publish and make available to entrants official rules for the Promotion which shall comply with all applicable laws. Sponsor is solely responsible for: (1) compliance with all applicable laws in the advertising, marketing, promotion, and/or administration of the Promotion; and (2) all costs, damages, liabilities, losses or injuries occasioned by the same. In the event sponsor does not comply with these provisions relating to Promotions, NSA may terminate the Promotion.

NSA, the Venue and each of their respective officers, directors, trustees, employees, representatives, contractors and agents (collectively, the "Released Parties") SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING OUT OF ANY PROMOTION, THE AWARDED, DELIVERY OR USE OF ANY PRIZE, OR ANY ACTS OR OMISSIONS OF SPONSOR OR ANY THIRD-PARTY IN CONNECTION WITH ANY PROMOTION.

Sponsor shall defend, indemnify, and hold the Released Parties harmless from and against, any and all costs, damages, losses, expenses or liability of any kind, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in or exclusion from any Promotion or in any Promotion-related activity, or any actions or omissions of sponsor in connection with the Promotion.

Sponsor may not use any NSA trademark, service mark, trade name, logo, slogan, or other designation in the advertising or administration of any Promotion which sponsor provides without the express written permission of NSA.

## 4. COPYRIGHT LICENSING

Sponsor is solely responsible for obtaining, and shall obtain, any required permissions, licenses or releases to use, broadcast, perform, publish, distribute, modify or display any third party materials including but not limited to copyrighted works or works which involve personal, privacy, publicity, trademark or other third party rights such as (but not limited to) music, video, and software. Sponsor agrees to indemnify, defend and hold harmless NSA, the Venue, and each of their respective officers, directors, trustees, employees, representatives and agents, from and against all claims, cost, expenses (including legal fees), damages, losses, demands and liability relating to, arising out

# NSA SPONSORSHIP RULES AND REGULATIONS

of or caused by Sponsor's failure to obtain any such requisite, permission, license or release.

## 5. VIDEOS/PHOTOGRAPHY

Picture or video taking other than by official NSA contractors or representatives is prohibited during the conference. Only the sponsor may grant permission to have its sponsorship and/or products photographed, videotaped or any audio presentation taped. Sponsor hereby grants permission to NSA, its contractors and agents, to photograph, video (with or without sound) and audio record sponsor and its representatives in connection with sponsor's participation in the Conference, and grants permission to NSA to use such photos, videos and recordings for the commercial promotion of NSA in any form or media now known or hereafter invented.

## 6. NSA LOGO

NSA claims and reserves all trademark rights to its marks and logo. The NSA logo, as well as any other NSA mark or logo related to the Conference, may be used only with the written permission of NSA. Sponsor agrees to abide by any guidelines provided by NSA for any permitted use of the NSA logo or any other NSA mark.

## 7. INDEMNIFICATION

Sponsor hereby assumes entire responsibility for and hereby agrees to hold harmless, indemnify, and defend NSA, the Venue, and each of their respective employees, officers, directors, trustees and agents, against all claims, liabilities, damages, actions, demands, losses, damage or injury to persons or property, governmental charges or fines, costs and attorney's fees arising out of or caused by the sponsorship, Venue, Exhibition hall or any part thereof, or its operation or activities at the Conference, excluding any such liability caused by the sole gross negligence or intentional act or omission of NSA or the Venue.

Sponsor hereby RELEASES, ACQUITS AND FOREVER DISCHARGES AND COVENANTS NOT TO SUE NSA, the Venue and each of their respective current or former officers, directors, trustees, employees or agents, and their successors or assigns (collectively "Released Parties") from any and all claims, causes of action, suits and/or demands relating to or arising out of sponsor's participation in the Conference. Sponsor assumes full responsibility and liability for the actions of itself and its agents, employees, independent contractors and representatives, whether acting within or beyond the scope of their employment, and agrees to indemnify, defend and hold harmless the Released Parties from and against all claims, suits, demands, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) based on or arising out of any breach by sponsor of the Sponsorship Agreement or any negligence, misconduct or other acts or omissions of sponsor's agents, employees, independent contractors, representatives, guests or invitees, whether acting within or without the scope of their authority. NSA undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of

the sponsor, or its agents, employees, independent contractors, representatives, or invitees, or for their respective property used in connection with the Conference, from damage, loss or destruction by fire, theft, accident or other cause. Any protection exercised by NSA shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by sponsor.

## 8. USE OF CERTAIN PROPERTY

Sponsor will assume all costs arising from the use of patented, copyrighted, trademarked, or franchised materials, content, devices, processes or dramatic rights used on or incorporated in the sponsorship. Sponsor shall indemnify, defend and hold harmless NSA, the Venue and each of their respective officers, directors, trustees, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

## 9. WAIVER

NSA shall not be deemed to waive any of its rights under the Sponsorship Agreement unless such waiver is explicitly stated as a waiver in writing and signed by NSA. No delay or omission by NSA in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

## 10. ATTORNEYS' FEES

Should NSA find it necessary to employ an attorney or attorneys to enforce any of the provisions of the Sponsorship Agreement or to protect in any manner its interest or interests under the Sponsorship Agreement, NSA, if it is the prevailing party, shall be entitled to recover from sponsor all reasonable costs, charges, and expenses (including attorneys' fees) incurred by NSA in such matter.

## 11. COVID-19 WAIVER AND AGREEMENT

Sponsor agrees to abide by any directives, orders, rules or safety measures issued or provided by NSA, the Venue and any government authority having jurisdiction over the Venue or Conference, including (without limitation), with respect to social distancing, wearing face coverings, hand washing and other safety guidelines. SPONSOR ACKNOWLEDGES THE CONTAGIOUS NATURE OF COVID-19 AND THE FACT THAT PARTICIPATION IN THE CONFERENCE, WHICH IS EXPECTED TO INVOLVE A LARGE GATHERING OF PEOPLE, INCREASES THE RISK OF BECOMING EXPOSED TO AND INFECTED WITH COVID-19. SPONSOR ACKNOWLEDGES THAT SPONSOR, AND ITS EMPLOYEES, CONTRACTORS AND AGENTS VOLUNTARILY ASSUME ALL RISK THAT THEY MAY BE EXPOSED TO OR INFECTED WITH COVID-19 AND THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, DAMAGES, MEDICAL EXPENSES, CLAIMS AND OR OTHER LOSSES TO THEM OR THOSE WITH WHOM THEY COME

INTO CLOSE CONTACT (REFERRED TO COLLECTIVELY IN THIS SECTION AS THE "LOSSES"). SPONSOR HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS NSA, THE VENUE AND THEIR DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, MANAGERS AND AGENTS FROM ALL SUCH LOSSES, INCLUDING THOSE RESULTING FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF NSA OR THE VENUE. SPONSOR AUTHORIZES NSA AND ITS VENDORS TO SHARE ITS CONTACT INFORMATION WITH PUBLIC HEALTH AUTHORITIES FOR USE AS NECESSARY FOR COVID-19 CONTACT TRACING PURPOSES.

## 12. GOVERNING LAW; FORUM

The Sponsorship Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. Any legal suit, action, or proceeding arising out of or relating to the Sponsorship Agreement or the transactions contemplated hereby shall be instituted exclusively in the state or federal courts located in Virginia, and sponsor irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. NSA AND SPONSOR HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE SPONSORSHIP AGREEMENT OR THE TRANSACTIONS DESCRIBED HEREIN. Notwithstanding the foregoing, NSA may bring an action for equitable relief in any court of competent jurisdiction.

## 13. SEVERABILITY

If any provision of the Sponsorship Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## 14. ENTIRE AGREEMENT; MODIFICATIONS

The Sponsorship Agreement (comprised of the Sponsorship Agreement and Invoice and these Rules and Regulations), and any other rules or requirements of the Venue provided to sponsor by NSA, contain the complete and entire agreement between NSA on the one hand and sponsor on the other hand, with respect to the matters contained herein and therein, and supersede any prior or contemporaneous agreements, commitments, proposals, or communications with respect to the transactions contemplated hereby and thereby. The Sponsorship Agreement may not be modified, or its provisions waived, except by a writing signed by NSA and sponsor. No course of prior or subsequent dealings between NSA and sponsor and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of the Sponsorship Agreement.

## 15. OTHER REGULATIONS

Any and all matters not specifically covered by these Rules and Regulations shall be subject solely to the decision of NSA. NSA SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND

ENFORCE THESE RULES AND REGULATIONS, PROVIDED SPONSOR RECEIVES NOTICE OF ANY AMENDMENTS ONCE MADE. SPONSOR AND ITS EMPLOYEES AND AGENTS AGREE TO ABIDE BY THESE RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. SPONSOR AND ANY OF ITS EMPLOYEES OR AGENTS WHO FAIL TO COMPLY WITH THE TERMS OF THE SPONSORSHIP AGREEMENT OR WHO, IN THE OPINION OF NSA, CONDUCT THEMSELVES UNETHICALLY OR UNPROFESSIONALLY, MAY IMMEDIATELY BE DISMISSED AND REMOVED FROM THE CONFERENCE WITHOUT REFUND OR OTHER APPEAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE REMEDIES PROVIDED IN THE SPONSORSHIP AGREEMENT SHALL NOT BE CONSIDERED TO BE EXCLUSIVE BUT INSTEAD SHALL BE CUMULATIVE AND SHALL NOT AFFECT ANY OTHER RIGHT OR REMEDY AVAILABLE TO ANY PARTY.

## 16. SURVIVAL

In the event of any termination of the Sponsorship Agreement and following completion of the Conference, in addition to those provisions that by their express terms or nature and context are intended to survive, the following sections of these Rules and Regulations shall survive and continue in effect: 1-16.