

# **ATD SPONSORSHIP AND ADVERTISING TERMS & CONDITIONS**

## **1. CHARACTER OF SPONSORSHIPS**

The purpose of the ATD Show 2022 is to promote the highest standards of efficient management, ethical and business-like practices, and knowledge useful to the improvement and efficiency of dealership operations. Sponsorships and Advertising are intended to complement and enhance the ATD Education Program and are designed to educate ATD members and industry participants about industry products or services and to stimulate interest in and demand for these items. Each Sponsor/Advertiser agrees to advertise only its products or services used in the business of the automotive/truck dealer.

NADA reserves the right to reject, eject, prohibit, or decline any sponsorship/advertisement in whole or in part, or any sponsor/advertiser or its representatives, with or without giving cause, including, but not limited to any failure to comply with terms and conditions, rules and regulations, or creation of an unreasonable disruption or disturbance.

## **2. ACCEPTANCE**

**2.1** NADA reserves the right to unilaterally determine the eligibility of any company or product for inclusion as a participant in the ATD Sponsorships and Advertising Program.

**2.2** Acceptance of this Contract by NADA should in no way be construed as, and does not constitute or represent, an endorsement, evaluation, review, approval, or recommendation of any kind by NADA of either a sponsoring/advertising company or its products or services.

**2.3** This Contract shall be binding upon NADA's final acceptance and approval of Sponsor/Advertiser's sponsorship/advertisement.

**2.4** Sponsor/Advertiser represents that any goods, services, or other products displayed or advertising, described or otherwise presented at the ATD Show comply with all applicable federal, state, and local laws, ordinances, and regulations.

## **3. FAILURE TO MAKE PAYMENT**

If Sponsor/Advertiser fails to make any scheduled payment by the date specified, NADA reserves the right, at its sole option, to cancel this Contract. Under such circumstances, NADA will have the absolute right to sell, utilize, or otherwise dispose of the sponsorship/advertisement that had been reserved for Sponsor/Advertiser, in any manner NADA deems appropriate, with no liability or obligation whatsoever to Sponsor/Advertiser. In event of cancellation due to Sponsor/Advertiser's failure to make payment, NADA will also be entitled to recover liquidated damages.

## **4. CANCELLATIONS**

Sponsor/Advertiser understands that commitments have been or will be made by NADA in reliance upon Sponsor/Advertiser's agreement to perform its obligations under this Contract, and therefore Sponsor/Advertiser understands and agrees that it has no right to cancel this Contract except as provided in Section 5 herein. Sponsor/Advertiser also understands and agrees that because of the nature of the enterprise undertaken by NADA, which is dependent upon its securing a suitable facility for the Show, if NADA determines, in its sole opinion, that it is not practical to carry out the terms of this Contract for any reason, including but not limited to the unavailability or unsuitability of the facility for any reason including without limitation, Act of God, fire, flood, pandemic, storm or threatened storm, earthquake, riot, strike, lockout, civil disturbance, actual or threatened terrorist attack or act of war, or restraint of government, or for any other reason beyond NADA's reasonable control, NADA shall have the right to cancel this Contract, with no obligation or liability to Sponsor/Advertiser. In event of such cancellation or if NADA cancels the Show after it opens, Sponsor/Advertiser hereby expressly waives any and all claims against NADA of every kind or nature. Nonetheless, in the event of a cancellation, NADA may, at its sole option, elect to provide

Sponsor/Advertiser with a full or partial refund of fees Sponsor/Advertiser has paid to NADA for sponsorship/advertisement at the ATD Show 2022.

## **5. REFUNDS**

**5.1** If NADA does not accept Sponsor/Advertiser's sponsorship/advertisement request for a reason other than non-payment or cancellation by Sponsor/Advertiser, NADA will refund any deposit paid to NADA by Sponsor/Advertiser for the 2022 ATD Show.

**5.2** Cancellation of Sponsorship/Advertisement. If at any time Sponsor/Advertiser cancels sponsorship/advertisement, 100% of the sponsorship/advertisement payment is due. If payment has already been made, no refunds will be issued and any unpaid balances will be due upon cancellation. Sponsorship/advertisement is non-refundable, and non-transferrable. Any cancellation notices by Sponsor/Advertiser must be submitted to NADA in writing and will be effective when received by NADA.

## **6. TRAFFIC**

NADA makes no representations or guarantees regarding the number of individuals attending the ATD Show or the number of visitors to a particular area of the Show. Sponsor/Advertiser understands and agrees that NADA has no control over traffic and hereby waives any and all claims for refund, discount, damages, or any other relief related to the nature, quality, or location of the Convention facilities or the Sponsor/Advertiser's space location.

## **7. SUBLETTING**

Sponsor/Advertiser agrees that the sponsorship/advertisement purchased is intended for Sponsor/Advertiser's sole use to promote only their goods or services.

Sponsor/Advertiser agrees that it will not share, assign, sublet, subdivide, apportion, or otherwise allow any persons, parties or entities other than Sponsor/Advertiser to use in any manner, the sponsorship/advertisement purchased.

## **8. NAME CHANGES**

Sponsor/Advertiser represents that the name of the sponsoring/advertising company is correct. NADA reserves the right to cancel this Contract in the event of any change (a) in the name of the sponsoring/advertising company, (b) in the products or services to be promoted, or (c) in the ownership of the sponsoring/advertising company. Sponsor/Advertiser agrees to notify NADA in writing within ten (10) business days of the occurrence of any of the events listed in the preceding sentence. If NADA cancels this Contract under this Section 8, NADA will refund any sponsorship/advertising fees Sponsor/Advertiser has previously paid to NADA for the ATD Show 2022.

## **9. COPYRIGHT INFRINGEMENT**

Sponsor/Advertiser is responsible for (a) securing any and all necessary intellectual property licenses, trademarks, and copyrights for any products, performances, displays, or other uses of copyrighted works or patented inventions; or, (b) obtaining any and all consents necessary for the use of any name, likeness or signature, voice, or other impression, or other intellectual property owned by any third party which is used directly or indirectly by Sponsor/Advertiser.

Sponsor/Advertiser represents and warrants that it has the legal right to use any and all intellectual property related in any way to their sponsorship/advertisement.

Sponsor/Advertiser agrees that NADA is not responsible or liable for any claimed or recognized violations of the Sponsor/Advertiser's intellectual property rights or proprietary claims, including any claims for trade-mark, copyright or patent infringement or any claims of counterfeiting or other violations of proprietary rights. Sponsor/Advertiser further releases, waives, and covenants not to sue, file, or maintain any action in law or equity against NADA and its respective members, officers,

directors, agents, and employees, from all liability for any and all loss or damage or any claim for such violations of the Sponsor/Advertiser 's intellectual property rights or proprietary claims.

## **10. SPONSOR/ADVERTISER PROMOTIONAL MATERIAL**

NADA reserves the right to remove or require a sponsor/advertiser to remove any advertising or promotional material displayed or available at the convention that, in NADA's sole judgment, is inappropriate, inaccurate or offensive, or fails to comply with the Contract Terms and Conditions.

## **11. SPONSOR/ADVERTISER PROMOTIONAL MATERIAL**

**11.1** Ad copy and stock weight for inserts must be approved by NADA in advance of publication.

**11.2** A final copy of the insert must be approved in advance of issue by NADA.

**11.3** All inserts must meet U.S. Postal Service requirements.

**11.4** All outserts polybagged with a NADA publication must read "Supplement to NADA's (name of publication)."

## **12. VIOLATIONS OF CONTRACT**

If Sponsor/Advertiser defaults in the performance of any term of this Contract (including, but not limited to payment of fees, compliance with the terms of this Contract or any related agreement, or compliance with any and all rules and requirements concerning displays, or use of the Convention facilities), NADA, at its option, may immediately terminate this Contract. Upon such termination, Sponsor/Advertiser's rights and privileges under this Contract shall terminate, NADA shall have the right to take possession of the sponsorship/advertisement occupied by the Sponsor/Advertiser and to remove all persons and goods, with no liability whatsoever to Sponsor/Advertiser. In addition, NADA shall be entitled to recover any and all damages caused, in whole or in part, by such default, including liquidated damages. The remedies provided to NADA under this Contract shall be cumulative. If NADA commences legal action against the Sponsor/Advertiser to enforce the provisions of this Contract, NADA shall be entitled to pursue any and all appropriate remedies and to recover attorney's fees and costs.

## **13. AMENDMENT TO TERMS AND CONDITIONS**

Any and all matters or questions not specifically covered by these Terms and Conditions shall be subject to the sole discretion of NADA. NADA may, at any time, in its sole discretion, make reasonable changes, amendments, or additions to these Terms and Conditions. Any such changes, amendments, or additions shall be binding on Sponsor/Advertiser equally with the other terms and conditions contained herein.

## **14. MISCELLANEOUS**

**14.1** NADA reserves the right to add the word "Advertisement" to any presentation that resembles editorial matter.

**14.2** Positioning of sponsorships or advertisements is at the sole discretion of NADA.

**14.3** NADA shall have no liability for errors in key numbers or advertisers' index information.

**14.4** No conditions shall be binding on NADA unless specifically agreed to in writing by NADA. Rates are subject to change on notice from NADA.

**14.5** NADA will not supply proof of purchase for any sponsorship other than print.

**14.6** Neither party shall be liable for failure to perform its obligations if prevented from doing so by any cause beyond its reasonable control, including but not limited to fire, pandemic, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, actual or threatened terrorist attacks, shortage of or inability to obtain materials, supplies or utilities, or any law or governmental action which becomes effective after the date of execution of this Contract.

**14.7** If any provision of this Contract is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof.

**14.8** The headings in this Contract are intended for convenience of reference and shall not affect its interpretation.

**14.9** This Contract contains the entire understanding of the parties relating to the subject matter hereof, and supersedes any prior or contemporaneous understanding or representation, whether written or oral.

**14.10** This Contract shall be deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any conflict of laws provisions. Each of the parties to this Contract irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding (collectively "Suit") arising out of or in any manner related to this Contract, whether directly or indirectly, shall be brought and adjudicated in the U.S. District Court for the Eastern District of Virginia, Alexandria Division or the Fairfax County Circuit Court, Fairfax, Virginia, (b) submits to the exclusive jurisdiction of such court for the purpose of any such Suit, (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such Suit, any claim that such party is not subject to the jurisdiction of any of the courts referred to above, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper, and (d) hereby irrevocably waives any right to trial by jury in any court in any Suit for the adjudication of any claim or dispute between the parties arising under or relating to this Contract.

**14.11** Sponsor/Advertiser is solely responsible for, and agrees to pay when due, any and all sales, use, property, excise or other taxes imposed by any governmental authority upon or arising from Sponsor/Advertiser's activities in conjunction with the Show, including, but not limited to, Sponsor/Advertiser's sale of goods or services. Sponsor/Advertiser agrees, represents, and warrants that it will file any tax returns or similar documents required by any governmental authority.