



Building Livable Communities  
with Transit

## Sponsor Application for Rail~Volution 2017

Denver, CO – September 17-20, 2017

LOCATION: Sheraton Denver Downtown Hotel, 1550 Court Pl, Denver, CO 80202

EVENT DATES: September 17-20, 2017

Sponsor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

POC Name: \_\_\_\_\_ POC Title: \_\_\_\_\_

POC Email: \_\_\_\_\_ POC Phone: \_\_\_\_\_

Website: \_\_\_\_\_

### Sponsorship Opportunities

- |  |  |
|--|--|
| <input type="checkbox"/> Welcome Reception (\$35,000)                            | <input type="checkbox"/> Hotel Room Keys (\$5,000)   |
| <input type="checkbox"/> Registration Bags (\$15,000)                            | <input type="checkbox"/> Mobile Workshop Presenting Sponsor (\$10,000)                             |
| <input type="checkbox"/> Pecha Kucha Slam (\$15,000)                             | <input type="checkbox"/> Continental Breakfast – Monday, Tuesday, or Wednesday (\$5,000)           |
| <input type="checkbox"/> Trade Show Reception (\$15,000)                         | <input type="checkbox"/> Writing Pads (\$5,000)  |
| <input type="checkbox"/> Closing Plenary Plated Lunch (\$10,000)                 | <input type="checkbox"/> Conference Pens (\$2,500)   |
| <input type="checkbox"/> Leadership Reception (\$10,000)                         | <input type="checkbox"/> Trade Show Twitter-Feed (\$2,500)   |
| <input type="checkbox"/> Lanyards for Badges (\$10,000)                          | <input type="checkbox"/> Refreshment Breaks – Monday or Tuesday (\$3,750), Wednesday (\$2,000)     |
| <input type="checkbox"/> Denver Day (\$10,000)                                   | <input type="checkbox"/> Registration Bag Inserts (\$1,500)  |
| <input type="checkbox"/> Trade Show Lunch- Monday (\$10,000)                     | <input type="checkbox"/> New Rail~Volutionary Young Leader Event Sponsor (\$1,500)                 |
| <input type="checkbox"/> Mobile App (\$10,000)                                   | <input type="checkbox"/> Conference Attendee Scholarships (\$1,500, \$2,500, \$5,000, or \$10,000) |
| <input type="checkbox"/> Plenary Presenting Sponsor- Monday or Tuesday (\$7,500) | <input type="checkbox"/> General Sponsorship (\$_____)   |
| <input type="checkbox"/> Wi-Fi for Meeting Rooms (\$7,500)                       |  |

**Total Sponsorship Fee:** \_\_\_\_\_

### Total Sponsorship Commitment Packages

- |   |  |
|---|--|
| <input type="checkbox"/> Diamond Sponsorship Level: \$25,000 +          | <input type="checkbox"/> Silver Sponsorship Level: \$5,000 - \$7,499   |
| <input type="checkbox"/> Platinum Sponsorship Level: \$15,000- \$24,999 | <input type="checkbox"/> Bronze Sponsorship Level: \$2,500 - \$4,999   |
| <input type="checkbox"/> Gold Sponsorship Level: \$7,500 - \$14,999     | <input type="checkbox"/> Livability Supporter Level: \$1,000 - \$2,499 |

### Sponsorship Deadlines

- June 30, 2017 – Sponsorship Deadline
- Sponsorships are not final until payment is received

### Cancellations

- Up to June 30, 2017– Fees refunded – minus \$250.00 processing fee
- July 1, 2017 – September 1, 2017 – 50% reimbursed
- After September 1, 2017 – Nonrefundable. No reimbursement.; 100% fees to Rail~Volution

Signature of Authorized Representative of Sponsor

Date

The Applicant hereby applies for sponsorship at Rail~Volution 2017 on the dates stated above. Upon acceptance by Rail~Volution, this application becomes an agreement and the Terms & Conditions attached hereto become binding. Sponsorship will be allocated on a first-come, first-served basis.

PAYMENT INFORMATION:  Check Enclosed  Send Invoice  Credit Card: <https://events.evareg.com/rv17payment>

3% processing fees are applied to credit card payments

Please send completed applications to: Mail: Rail~Volution, c/o APEX Meetings & Events, PO Box 650514, Potomac Falls, VA 20165

Email: [sales.railvolution@apexmeetings.com](mailto:sales.railvolution@apexmeetings.com)

Phone/eFax: 703-579-1496

## TERMS & CONDITIONS OF SPONSOR AGREEMENT

**“Rail~Volution” refers to Rail~Volution, a 501(c)(3) non-profit organization. “Sponsor” refers to the applicant for exhibit space named in this application and contract; “Facility” refers to the location of the Event named in the Application.**

**THESE TERMS AND CONDITIONS ARE SUPPLIED WITH AND INCORPORATED WITHIN THE SPONSOR APPLICATION, WHICH BECOMES A CONTRACTUAL OBLIGATION WHEN ACCEPTED BY RAIL~VOLUTION.**

**LICENSING FEES:** Sponsors are responsible for paying all licensing and royalty fees that may be due as a result of Sponsor’s use of any copyrighted materials in its booth. This especially applies to music license fees for live, recorded or mechanical music used in videotapes, music tapes or otherwise that are due to ASCAP, BMI or other copyright owners. Sponsor hereby agrees to indemnify, defend, and hold harmless Rail~Volution from and against any and all liability that arises from actual or alleged copyright infringement or other copyright license issues that may arise with respect to Sponsor.

**INSTALLATION & DISMANTLEMENT:** Sponsor agrees to comply with assigned move-in and installation days and hours. Exhibits may not be removed from the Facility until final closing of the Event unless permission is obtained in writing in advance from Rail~Volution.

**SPONSOR APPOINTED CONTRACTORS:** Sponsor agrees to indemnify, defend, and hold harmless Rail~Volution from and against any claims or damages caused by the activities of an Sponsor Appointed Contractor, should Sponsor choose to use a contractor other than the official one contracted with by Rail~Volution.

**LIABILITY:** This Agreement shall not constitute or be considered to form a partnership, employer-employee relationship, joint venture or agency between Rail~Volution and Sponsor. Sponsor hereby agrees to and does indemnify, hold harmless and defend Rail~Volution from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest and attorney’s fees) which Rail~Volution may incur, suffer, to put to, pay, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by Sponsor or any of its employees, servants, or agents. Sponsor further agrees that Rail~Volution, and their respective agents and employees, shall not be responsible in any way for (i) damage, loss or destruction of any property of Sponsor or (ii) injury to Sponsor or its representatives, agents, employees, licensees or invitees.

**INSURANCE:** All property of Sponsor is understood to remain under Sponsor’s custody and control in transit to and from or within confines of the Facility. Rail~Volution does not maintain insurance covering Sponsor’s property. Sponsor shall carry Comprehensive General Liability coverage including premises, operations and contractual liability coverage of at least \$1,000,000 for Personal Injury Liability and \$500,000 for Property, and Workers’ Compensation with Employer’s Liability with applicable statutory coverage. Certificates shall be furnished to Rail~Volution upon request. Failure of Rail~Volution to request or Sponsor to produce a certificate does not waive Sponsor’s responsibility to maintain insurance under this provision.

**SECURITY:** Although security service will be furnished, Rail~Volution cannot and will not be responsible for damage to, loss and/or theft of property belonging to any Sponsor, its agents, employees, business invitees, visitors or guests. Each Sponsor is to carry its own insurance.

**FIRE SAFETY:** All curtains, drapes, signs, banners, acoustical materials, plastic, cloth and decorations must be constructed of fire-resistive material and a certificate of flammability must be provided upon request of the Fire Prevention Captain. No combustible materials, merchandise or signs shall be attached to table skirting facing aisles unless also fire-resistive. Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled or otherwise fastened to ceilings, walls, painted surfaces or columns. Automobiles, trucks, tractors, machinery and other motor vehicles utilizing flammable fuels which are placed on display inside the building shall conform to the requirements of the Fire Department and city regulations of the Facility location. All fuel tanks shall be locked or effectively sealed and battery cables shall be disconnected from the ignition system. Displays are subject to inspection and approval for safety by the Fire Department of the Facility’s location.

**PAYMENT:** Full payment must accompany the exhibit reservation form and sponsorship requests. Reservations will not be processed or reviewed by RailVolution unless the full payment is received. Checks or credit cards (Visa, MasterCard, American Express) will be accepted for payment. Purchase orders are not accepted. We encourage early payment to ensure availability of your preferred sponsorship options and booth location. An additional three (3)% processing fee will be applied to all credit card payments.

**CANCELLATION BY SPONSOR:** If an exhibitor or sponsor withdraws, the following reimbursement schedule applies:

- Up to June 30, 2017 – Fees refunded – minus \$250.00 processing fee
- July 1, 2017– September 1, 2017 – 50% reimbursed
- After September 1, 2017 – Nonrefundable. No reimbursement.; 100% fees to Rail~Volution

Fees will be refunded in full if Rail~Volution does not select the sponsor (See **Sponsor Eligibility**).

Rail~Volution and the Sponsor agree that these cancellation amounts are liquidated damages and not a penalty. Cancellation must be received in writing by mail or fax. Notice by e-mail or phone/voice mail does not constitute notice of cancellation. The receipt date will be considered the actual date of cancellation.

**CANCELLATION BY RAIL~VOLUTION:** In the event of cancellation of the Event because of circumstances beyond the control of Rail~Volution, 100% of the space rental fees shall be returned on a pro-rata basis after payment of any incurred expenses or costs, which have been accrued by Rail~Volution to the date of cancellation.

**FORCE MAJEURE:** In the event the Facility or any part of the exhibit area thereof is unavailable, whether for the entire Event or a portion of the Event, as a result of fire, flood, tempest, inclement weather or other such cause, or as a result of governmental intervention, malicious damage, acts of war, terrorism strike, lock-out, labor dispute, riot or other cause or agency over which Rail~Volution has no control, or should Rail~Volution decide, because of such cause, that it is necessary to cancel, postpone or re-site the Event or reduce the move-in and installation time, Event time or move-out time, Rail~Volution shall not be liable to indemnify or reimburse Sponsor in respect of any damages or loss, direct or indirect, arising as a result thereof.

**DAMAGE:** Any damages discovered during the post-Event walk through shall be noted, and Sponsor shall be responsible for damage in accordance with this paragraph. Notwithstanding the foregoing, Sponsor shall not be responsible for any damages which Rail~Volution has not noted or should have noted at the post-Event walk through, except for damages that are not reasonably detectable at the post-Event walk through. Failure to perform a pre-Event or post-Event walk through does not relieve Sponsor of any liability pursuant to this Agreement.

**BADGES:** Each Sponsor representative must wear their own Rail~Volution-issued name badge at all times while in the Facility.

**OBJECTIONABLE PRACTICES OR DISPLAYS:** Use of noisemakers, huckster-type promotion and presentations, judged by Rail~Volution, in its sole discretion, not to be in good taste, lacking in dignity or not keeping with the purpose of Rail~Volution and Event are prohibited. Rail~Volution reserves the right to restrict Sponsors' use of sound and other devices, which may interfere with the best interests of Rail~Volution and Event as a whole.

**CONCURRENT ACTIVITIES:** Sponsors shall not hold any meeting, educational session, event, demonstration, hospitality room, meal, or any other activity, the purpose of which may be reasonably construed to attract Event attendees or potential attendees during the Event or Rail~Volution sponsored events.

**EMPLOYEE RECRUITMENT:** Recruitment of potential employees will not take place at the Event during official hours of the Event. Any activity of this type must be held away from the official Event location, during non-Event hours.

**SPONSOR ELIGIBILITY:** The Rail~Volution Trade Show brings the latest ideas and products to our conference attendees. All Sponsors are carefully vetted to ensure they share our dedication to the livability movement. Being selected to participate in the Rail~Volution as a sponsor positions your organization as a champion of equity, livability and transit on a national level.

**FOOD AND BEVERAGES:** Sponsors may not serve or dispense food or beverages of any type from their booth unless approved by the food service department of the facility.

**ALCOHOLIC BEVERAGES:** No alcoholic beverages shall be sold or given away at the Event by Sponsors.

**INTERIOR SIGNS:** Placing signs or placards on painted walls is prohibited. Adhesives are not permitted on painted walls. Failure to comply with this regulation shall result in a charge to Sponsor in the amount of the damage repair expenses.

**PRODUCTS LIMITATIONS:** Only those products and/or services considered by Rail~Volution as relating directly to the Event purpose may be exhibited at the sole discretion of Rail~Volution. Products containing hazardous elements, chemicals, and/or compounds may not be exhibited at Event.

**UNAUTHORIZED ACCESS:** No person, firm or organization, which has not contracted with Rail~Volution for occupancy of space in the Event, will be permitted to display or demonstrate any products, processes or services, to solicit orders, to wear any identification other than that of the contracting Sponsor or to distribute advertising or other materials during exhibiting hours of Event. Any infringement of this regulation will result in prompt removal of the offending person from the Facility.

**CONTRACT VIOLATIONS:** Complaints of any violation of the Terms & Conditions are to be made promptly to Rail~Volution. Sponsors and their personnel agree to abide by the decision of Rail~Volution. If Sponsor fails to abide by any of the Terms & Conditions, Rail~Volution may, in its sole discretion:

- A. Immediately remove and/or shut down the exhibit and/or the offending Sponsor at the expense of the Sponsor (prior to or during the Event.)
- B. Ban the offending Sponsor from one or more future events for a period of up to 24 months.
- C. Revoke placement preference in one or more future events.

**INTERPRETATION:** Any and all matters not specifically covered by the preceding Terms and Conditions shall be subject to the decision of Rail~Volution. Rail~Volution shall have the full power to interpret and enforce these Terms and Conditions. Each Sponsor, for itself and its employees, agrees to abide by the foregoing Terms and Conditions.

**APPLICABLE LAW AND FORUM:** This Agreement shall be governed by the laws of the Commonwealth of Virginia. Sponsor agrees to abide by the rules and regulations of the Facility. The parties agree that the jurisdiction for any dispute resolution shall be Virginia.

For further information, contact:

Rail~Volution, Inc., c/o APEX Meetings & Events

PO Box 650514

Potomac Falls, VA 20165

[www.apexmeetings.com](http://www.apexmeetings.com)

[sales.railvolution@apexmeetings.com](mailto:sales.railvolution@apexmeetings.com)

Phone/eFax: 703.579.1496