

**Please complete and return to:**  
**Group C Media, Inc.**  
 44 Apple St., Suite 3  
 Tinton Falls, NJ 07724  
 or PO Box 2060, Red Bank, NJ 07701  
 732.842.7433 Telephone  
 732.758.6634 Fax  
[www.TFMForum.com](http://www.TFMForum.com)



April 13, 2011 ♦ The Palmer House ♦ Chicago, IL

## Sponsor Contract

FAX to 732-758-6634

Offer Valid Until:

**WE WISH TO PARTICIPATE AT THE TFM FORUM AND APPLY FOR A SPONSOR PACKAGE AS DETAILED BELOW.**

PLEASE PRINT ALL INFO. CLEARLY IN CAPITAL LETTERS

Company: \_\_\_\_\_

1 Primary Sponsor Executive \$5,000.00

**Discount (If applicable):** % ( )

**Cost of Package:** \$

1 Partner Sponsor Executive @ \$5,000 \$

**Total Cost of Package:** \$

**CHECK BOX TO SELECT PAYMENT OPTION A OR B:**

**Option A:**  
 100% due within 30 days of signing: \$ \_\_\_\_\_

**Option B:**  
 50% due within 10 days of signing: \$ \_\_\_\_\_  
 50% due March 11, 2011: \$ \_\_\_\_\_

**Payment: AMEX, VISA, MASTERCARD or**

Checks payable to:

**Group C Media, Inc.**

Tax ID # (EIN): 13-2574897

Credit Transfer to: Ocean First Bank

Bank Routing No: 231270353

Account No: 22006000518

We agree to abide by the Terms and Conditions of **The TFM Forum**, including the cancellation, non-payment and arbitration provisions in Sections 4, 18 and 19, **receipt of which we acknowledge**, and any amendments which may be imposed by the Authorities. We agree to pay the total cost of the Package shown above and we will send our remittance by the due dates. We also agree to pay all ancillary charges incurred on our behalf.

**Accepted & Agreed to on behalf of SPONSOR:**  
 (Signer Warrants they have the Authority to Sign & Bind Sponsor)

**SIGN:**

(AUTHORIZED SPONSOR SIGNATURE)

**On Behalf of:**

(SPONSOR)

**PRINT name:**

**Title of signer:**

**Date signed:**

**COMPLETION OR CORRECTIONS BY SPONSOR REQUIRED:**

Full Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Signer's Cell: \_\_\_\_\_

Signer's E-mail: \_\_\_\_\_

Web site: www. \_\_\_\_\_

**Event Coordinator for Sponsor:**

The main contact for all events administration

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

Title: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Invoicing Contact for Sponsor** (If different then Event Coordinator listed above):

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

Title: \_\_\_\_\_

Tel: \_\_\_\_\_

**Competitor Proximity:** Sponsor requests that, if possible, Organizers avoid assigning space near the following companies:

\_\_\_\_\_

**BELOW TO BE COMPLETED BY THE ORGANIZERS**

Accepted on behalf of *Group C Media*

**Director:** \_\_\_\_\_

**PRINT name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Account Manager:** \_\_\_\_\_

# The TFM Forum - Terms & Conditions

## 1. Definitions

In these Terms and Conditions, the following terms have the following meanings:

"Event" The TFM Forum: Energy And Sustainability 2011.

"Organizers" Group C Media, Inc. including its representatives, agents and employees.

"Sponsor" Any company, firm or person who has purchased a Package and any agent, representative or employee of such company, firm or person.

"Partner" Any agent, representative or employee of a Sponsor.

"Exhibitor" or "Sponsor" Means the same as Sponsor as described above.

"Executive" Any person who has been invited by the Organizers to attend an event for the purpose of meeting Sponsors.

"Package" The areas for meetings and/or exhibits, including room accommodations and food (but not drink).

"Sponsor Contract Form" or "Agreement" The page accompanying these Terms & Conditions, which indicates information including the Sponsor's selected number of participants, package price, payment terms and acceptance signature.

"Agreement" The Sponsor Contract form, together with these Terms and Conditions, are collectively referred to as the "Agreement".

"Venue Owner" Owners of The Palmer House, Chicago, IL or whose location the Event is at.

"Authorities" Any branch of government; Venue Owner, and/or Organizers.

## 2. Agreement

Upon acceptance of the Sponsor Contract by the Organizers, an agreement relating to the Package purchased by the Sponsor will exist between the Organizers and the Sponsor as set out in these terms and conditions ("Terms and Conditions"), subject to amendment herein (the "Agreement"). Organizers have the sole discretion to accept or reject Sponsor Contracts and acceptance by Organizers is not effective until the Sponsor Contract is signed by both parties.

## 3. Licensor and Licensee

The Agreement creates no relationship between Sponsor and Organizers other than that of licensor and licensee. If Sponsor fails to pay any sum due or breaches any of these Terms and Conditions, Organizers have the right to revoke the license without prejudice to the right to recover all sums due from the Sponsor, and any damages sustained by the Organizers.

## 4. Cancellation

If the Sponsor cancels, or if the Sponsor fails to meet its payment schedule detailed on the Sponsor Contract Form and if Sponsor fails to remedy within 5 business days of Organizers' notice to Sponsor of such failure, such failure may be deemed a cancellation by the Organizers. Any notification of cancellation by the Sponsor must be in writing and is effective upon receipt. The parties acknowledge that Organizers' damages in the case of Sponsor's cancellation would be difficult if not impossible to ascertain and that the following cancellation charges constitute a fair and reasonable amount of liquidated damages under the circumstances and are not a penalty. If at the time of cancellation Sponsor has not paid sufficient fees to cover the cancellation charge, Sponsor will forward payment of the difference (the "shortfall") to the Organizers within 30 days of cancellation. If Sponsor does not immediately pay the shortfall, Sponsor agrees to pay interest on the shortfall at the rate of 1% per month. Sponsor further agrees that it will pay Organizers' costs of collection, including but not limited to, the reasonable attorneys' fees and costs incurred by Organizers in obtaining and enforcing a judgment against the Sponsor.

### Cancellation Charges (Schedule):

Cancellation Occurring	Cancellation Charge-as Liquidated Damages
From signing to Jan 14, 2011	60% of total cost of the Package
On or After Jan 15, 2011	100% of total cost of the Package

## 5. Reduction of Package

Where a Sponsor wishes to reduce the value of the Package after its acceptance, notification must be received in writing. The Organizers reserve the right to apply the scale of cancellation charges in section 4 to the difference between the cost of the Package as first booked and the cost of the Package as reduced, or to treat the reduction as total cancellation, at their sole discretion.

## 6. Occupation of Area

Every Sponsor must occupy the areas allotted to it in its Package by Event opening time on the first day of the Event. Any Sponsor failing to do so will be deemed to have canceled its Package, in which case the Terms and Conditions relating to cancellation in section 4 will apply and the Package will be available to potential new or existing Sponsors.

## 7. Prohibition of Transfer

Sponsors may not assign, sublet or share possession of, or grant licenses with respect to the whole or any part of the Package and areas allocated to them nor may any cards, advertisements, or printed matter of firms which are not Sponsors be exhibited in or distributed from any area. This does not apply to firms that are subsidiaries, agents or principals of the Sponsor, which are duly listed on the Sponsor Contract Form at the time of booking.

## 8. Postponement of the Event

If the Organizers are unable to hold the Event because the Venue is wholly or partially unavailable on the commencement date of the Event, but the Event can take place within 60 days of the original commencement date, either at the originally scheduled Venue or by substitution of another Venue of similar quality, this Agreement shall remain in full force, except to the size and position of the Sponsor's area as to which any modification, substitution, or rearrangement considered necessary by the Organizers may be substituted for the original area allocated. If the Event is postponed, the Organizers will not be liable for damages of any kind.

## 9. Indemnification

The Sponsor agrees to indemnify and hold the Organizers and their agents harmless from all claims or liabilities (including reasonable attorneys' fees and costs incurred in the enforcement of this Agreement) arising out of or relating to the Sponsor's activities, the Package, and the performance of this Agreement. Neither the Organizers nor Venue Owner maintain liability insurance with respect to claims by others against the Sponsor or with respect to the Sponsor's property or persons in connection with the Event and the Sponsor agrees to obtain such liability insurance. Notwithstanding, the Sponsor is not required to indemnify the Organizers for harm directly caused by the Organizers' gross negligence or willful misconduct.

## 10. Disclaimer of Liability; Sponsor's Insurance

A. The Organizers are not liable for any harm or loss to persons or property at the Event, except in cases of gross negligence or willful misconduct by the Organizers or their employees or agents acting within the scope of their employment or agency. Any protection exercised or offered by the Organizers 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 the Sponsor. Notwithstanding, the Organizers are not responsible in any circumstances for indirect, consequential or punitive damages.

B. The Organizers are not liable for any loss, damage, claim or other liability as a result of the operation of the Venue by Venue Owner.

C. If the Organizers are unable to hold the event because of unavailability of the Venue, acts of God, war, terrorism, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond Organizers' control, the Event will be deemed cancelled. If the Event is cancelled for any of these reasons, Organizers will not be liable for damages of any kind and Organizers will have no obligation to reimburse any payments made by Sponsor, except to the extent set forth in the section 4 schedule herein.

D. The Sponsor agrees to obtain and maintain insurance to cover losses, damages, or injury to its person or property in connection with the Event. Each Sponsor will have a valid certificate of insurance available for inspection. The following minimums of insurance coverage are required: \$100,000 workmen's compensation and employer liability; and general liability of \$500,000 bodily injury and \$100,000 property damage or \$500,000 combined single limits of both. The Sponsor should also obtain insurance to cover the cancellation charge and/or business losses if the Event is postponed or cancelled as set forth in section 9C above.

E. The Sponsor agrees to be responsible for any damage done to the function rooms, meeting areas or any other part of the Venue by the Sponsor. Nothing shall be posted on, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the Venue's building or furniture.

## 11. Dangerous Materials

Explosives, detonating or fulminating compounds, and all dangerous or harmful substances, including primings, fireworks, etc. are excluded from the Event.

## 12. Fire Precautions

Sponsors must comply with any instructions given by Venue Owner or any other authority regarding fire precautions.

## 13. Relocation

The Organizers reserve the right, without being required to give notice to the Sponsor, to alter the layout of any Event Package floor plan at any time and to relocate the Sponsor to another area shared with Sponsors of like Package types.

## 14. Information, Copyright & Privacy

A. Information supplied by the Organizers in relation to any Event is normally accurate to the best of their knowledge and belief, but shall not constitute any warranty or representation by the Organizers and any inaccuracy, omission or mistake in such information shall not entitle the Sponsor to alter, modify or cancel its Package.

B. All information and data relating to the Event, which is supplied by the Organizers to a Sponsor, is for use by that Sponsor only, is the sole property protected by the copyright and/or trademark of the Organizers and cannot be passed on to any third party for any purpose. More specifically, lists and information relating to participants at the Event, including lists for any mailings, if supplied, may only be used in relation to the Sponsor's presence at the Event and for no other purposes.

C. Sponsor agrees to Organizer's use of data & information provided by Sponsor as described in our Privacy Policy which is available upon request or is accessible on our website at the following address: [www.tfmforum.com](http://www.tfmforum.com).

## 15. Exclusion of Personnel

The Organizers reserve the right to exclude or remove from the Event any person who violates the Term and Conditions of this Agreement or the terms and conditions of the Venue Owner, without regard to race, color, sex or national origin. The Organizers reserve the right to take appropriate action during the Event to correct any incident that may be deemed detrimental to the overall success of the Event including denying further participation of a Supplier who fails to immediately remedy the detrimental action, in which case all funds paid to the Organizers shall be forfeited.

## 16. Remedies

If Sponsor violates any of the Terms and Conditions of this Agreement, and such violation continues despite notice from Organizers specifying such violation and reasonable opportunity to cure such violation, the Organizer may order the Sponsor to cease participation in the Event, cancel any appointments scheduled for the Sponsor, and Sponsor's payment will not be refunded. In addition, Organizers may refuse to enter into any agreement with the same or related Sponsor for future Events arranged by the Organizers. These remedies are in addition to, and not in lieu of, any other rights or remedies granted under this Agreement or available under the law.

## 17. The Appointment System

A. The system for arranging appointments between Executives and Sponsors (the "Appointment System") forms an integral part of the Event and is designed to provide both Executives and Sponsors with pre-planned meetings to make more efficient use of their time at the Event and to enhance the value which participants gain from the Event.

B. The Sponsor must provide the names of the participant(s) who will be attending the Event by the date specified by the Organizers. This date will be approximately three months prior to the date of commencement of the Event. If any of the names

of the Partner(s) are changed within 45 days of the start of the Event, the Organizers reserve the right to charge a \$750 fee per change to cover administration costs involved. Reasonable efforts will be made by the Organizers to include the replacement in the Appointment System, but if the replacement is not a senior level partner of the Sponsor, Organizers reserve the sole right not to transfer any of the appointments originally scheduled or to include the replacement in the Appointment System.

C. While reasonable effort will be made by the Organizers to pre-schedule meetings as required and to match the most appropriate Executives and Sponsors, the Organizers retain the right to set priorities, change or amend priorities, if they deem it necessary in their reasonable judgment, and have final and absolute discretion as to which appointments are included in the itineraries of all participants at the Event.

D. While the Organizers will make reasonable efforts to accommodate any requests for changes to itineraries, they are not responsible for appointments that are not kept by either the Executive or Sponsor.

E. The Organizer are not liable to Sponsor or Executive for indirect, special or consequential damages which may be alleged as a result of any financial accommodations having been extended, suspended or terminated by the Sponsor or Executive or as a result of any other transaction contemplated by them.

## 18. Non-Payment Action

If Sponsor fails to make full payment for the Event and related costs when due, or fails to pay the cancellation charges when due, then the Organizers may bring suit against Sponsor for non-payment, and Sponsor hereby submits to the jurisdiction of the courts of the State of New Jersey. The non-payment action will be governed in all respects in accordance with the laws of the State of New Jersey. In any non-payment action, in addition to the unpaid charges owed to the Organizers, Sponsor will be liable for interest at the rate of 12% per annum, and will pay the Organizers' reasonable attorneys' fees and costs for obtaining and enforcing a judgment.

## 19. Arbitration

Except for any non-payment action as described in section 19 above, any dispute or claim arising under or with respect to this Agreement will be resolved by arbitration in New Jersey before one arbitrator. The arbitration shall be governed by the American Arbitration Association rules. Judgment on the Award may be entered in any court having jurisdiction and shall be final and binding upon the parties. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

## 20. Governing Law

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties, shall be governed by the laws of the State of New Jersey.

## 21. Confidentiality

Sponsor shall maintain confidentiality regarding lists of attendees, information about attendees or their companies, meeting itineraries, or any other information (including the Executive profile information) whether supplied in writing, CD-ROM, by electronic means or in any other applicable situation as provided by the Organizers.

## 22. Severability

In the event that any provision of this Agreement is held to be illegal, invalid, void or unenforceable by a court of competent jurisdiction, the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the Organizers and all of the remaining provisions of this Agreement shall remain in full force and effect.

## 23. Entire Agreement; Amendment and Waiver

These Terms and Conditions, together with the Sponsor Contract Form constitute the entire agreement between the Organizers and the Sponsor regarding the Package and supersede all prior oral or written agreements of the parties. The Terms and Conditions and the Sponsor Contract Form may not be modified, changed, waived, altered or amended in whole or in part except by an agreement in writing signed by both parties.

## 24. Discounts

Any discount, if applied, is contingent on the Sponsor making timely payments as listed in this contract. Sponsor is solely responsible to ensure payments are received by the Organizers on time as listed in this contract. Any payment that is over 30 days late by Sponsor will result in Sponsor losing the applied discount and the non-discounted Package rate will be due to Organizer.

## 25. Credit Cards

Group C Media, Inc. accepts American Express, VISA and Mastercard.