

# APPLICATION TO EXHIBIT/SPONSOR

## 2021 ISRI CONVENTION & EXPOSITION

Virtual - April 20-22 & April 27-29, 2021



Exhibiting Organization \_\_\_\_\_

Trading As (if different from above) \_\_\_\_\_

Contact Person\* \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ This is the address that will be posted in Exhibitor listings unless otherwise specified.

City \_\_\_\_\_ State/Prov \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

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

Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Mobile (\_\_\_\_) \_\_\_\_\_

### SPONSOR/ EXHIBIT PACKAGE CHOICE

PACKAGE	PRICE
<input type="radio"/> Platinum	\$30,000.00
<input type="radio"/> Gold	\$20,000.00
<input type="radio"/> Silver	\$10,000.00
<input type="radio"/> Bronze	\$7,500.00
<input type="radio"/> Level 3	\$3,499.00
<input type="radio"/> Level 2	\$2,499.00
<input type="radio"/> Level 1	\$1,499.00

### SPONSOR OPTIONS

PREMIUM SPONSOR OPTIONS <i>Platinum &amp; Gold Select ONE (NOT applicable with any other package choice)</i>
<input type="radio"/> 20 Minute On-Demand Demo Session
<input type="radio"/> Exclusive Education Session Sponsor
<input type="radio"/> Main Networking Lounge Sponsor
<input type="radio"/> Education Track/Stage Sponsor
<input type="radio"/> Welcome or How To Video Sponsor
<input type="radio"/> Branded Item in Pre Box Mailing (item provided by sponsor)
<input type="radio"/> Co-Branded w/ ISRI on the Box Pre-Mailing
<input type="radio"/> Virtual Social Experience

### ADVERTISING VALUE AD (optional)

WEB - Convention Website/Platform	PRICE
<input type="radio"/> April Re-targeting	\$2,000.00
PRINT - SCRAP News Convention Program	
<input type="radio"/> Full Page Ad	\$2,750.00
<input type="radio"/> 1/2 Page Ad	\$1,750.00
<input type="radio"/> 1/4 Page Ad	\$750.00

STANDARD SPONSOR OPTIONS <i>Platinum &amp; Silver Select TWO, Gold &amp; Bronze Select ONE (NOT applicable with any other package choice)</i>
<input type="radio"/> Flier/Brochure (flat) in Pre Box Mailing (provided by sponsor)
<input type="radio"/> Banner Ad & Link in 1 Daily e-blast & Rotating in Mobile App
<input type="radio"/> Promoted Booth Giveaway (giveaway provided by sponsor)
<input type="radio"/> "Our Partners" Networking Area Listing & Link to Booth
<input type="radio"/> Search Tag Listed in 5 Additional Categories

### SPONSOR/EXHIBIT VIRTUAL SEARCH TAG CATEGORIES

<i>Platinum, Gold, Silver &amp; Bronze Select TEN or less   Level 1-3 Select FIVE or less (if the additional search tag option was selected as a Standard Sponsor Option select an additional FIVE)</i>			
<input type="radio"/> Automotive Handling	<input type="radio"/> Engineering Solutions	<input type="radio"/> Magnetics	<input type="radio"/> Safety Solutions
<input type="radio"/> Baler/Compactor	<input type="radio"/> Environmental Solutions	<input type="radio"/> Management Solutions	<input type="radio"/> Scales/ Weighing
<input type="radio"/> Battery Solutions	<input type="radio"/> Equipment Maintenance & Repair	<input type="radio"/> Market & Sales Solutions	<input type="radio"/> Security Solutions
<input type="radio"/> Business Solutions	<input type="radio"/> Equipment Parts	<input type="radio"/> Material Handling	<input type="radio"/> Shears
<input type="radio"/> Communication Solutions	<input type="radio"/> Ferrous	<input type="radio"/> Material ID	<input type="radio"/> Shredding
<input type="radio"/> Compliance Solutions	<input type="radio"/> Financial Solutions	<input type="radio"/> Mid-Size/Small Equipment	<input type="radio"/> Software Solutions
<input type="radio"/> Construction Services	<input type="radio"/> Fire Safety	<input type="radio"/> Nonferrous	<input type="radio"/> Tire/Rubber
<input type="radio"/> Consulting	<input type="radio"/> Glass	<input type="radio"/> Paper	<input type="radio"/> Transportation Solutions
<input type="radio"/> Conveyors	<input type="radio"/> Insurance	<input type="radio"/> Plastic	<input type="radio"/> Trucks/Trailers & Parts
<input type="radio"/> Data Solutions	<input type="radio"/> IT Solutions	<input type="radio"/> Power/Electric	<input type="radio"/> Used Equipment
<input type="radio"/> Demolition	<input type="radio"/> Large Equipment	<input type="radio"/> Rail Equipment	<input type="radio"/> Wire/De-wiring
<input type="radio"/> Electronics	<input type="radio"/> Legal Services	<input type="radio"/> Safety Equipment	<input type="radio"/> Yard Equipment/Supplies

Exhibitor Signature \_\_\_\_\_ Date \_\_\_\_\_

Accepted by ISRI when endorsed by official stamp or by signature of the President or a Vice President of ISRI \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_

## PAYMENT DEADLINES:

In exchange for the reservation of exhibit and/or sponsorship under the terms specified herein, Applicant agrees to remit payment based on the space reservation indicated in the Application. A fifty percent (50%) non-refundable deposit payment is due with this signed application if Exhibitor/Sponsor applies before February 15, 2021. The balance is due on or before March 19, 2021. Exhibitors/Sponsors who have not paid in full by March 19, 2021 risk forfeiting their reservation and deposit. All applications submitted after February 15, 2021 must be submitted with full payment. Applications received without a deposit, if the deposit is not provided within thirty (10) days of submission of the Application, will not be processed nor shall reservation be assigned.

Deposits may be paid by check or credit card in U.S. currency. Payments for the remaining balance may be made by check, credit card, or by wire transfer in U.S. currency. Payment instructions can be found on the last page of this document. Note: In order to qualify for the ISRI member price, Exhibitors/Sponsors must be an ISRI member in good standing on or before March 1, 2021.

## AUTHORIZATION AND AGREEMENT:

By completing and returning this Application form to ISRI, the Organization named above represents that all of the information contained in this application is true and correct and that the individual signing on behalf of the Organization has the authority to do so and to so legally bind it, and that the Organization agrees to the terms of the Agreement stated below. This Agreement shall become effective when signed below by you and ISRI and may be executed in counterparts including in Portable Document Format (PDF), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each of the exhibits and addenda attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this agreement shall include the exhibits hereto. In the event of any inconsistency between the provisions of the Terms and Conditions and any Exhibit, the Terms and Conditions shall govern.

## TERMS AND CONDITIONS:

These Terms and Conditions are by and between the Institute of Scrap Recycling Industries, Inc. ("ISRI") and the Exhibiting/Sponsoring Organization (the "Exhibitor") named on the Application for Exhibit/Sponsor Package (the "Application") for the licensing of certain exhibit/sponsor benefits at the 2021 ISRI Convention & Exposition, to be held virtually ("virtual platform") April 20-29, 2021.

1. In consideration of the applicable total payment to be paid by Exhibitor to ISRI for the Exhibit/Sponsor package, ISRI agrees to:

a. Grant Exhibitor a non-exclusive and revocable license to use the virtual platform as assigned by ISRI during the Exposition for the use and purposes of the Exposition;

2. Exhibitor agrees:

a. to pay the deposit and fees to ISRI in the total amount listed on Application on or before the due dates;

b. to be current in all of its financial obligation(s) to ISRI, including, but not limited to, advertising debts, at least thirty (30) days prior to the Exposition;

d. ISRI shall have the right to prohibit Exhibitor from exhibiting at the Exposition unless all obligations are paid in full prior to March 1, 2021, and further that admission policies shall remain, at all times, the prerogative of ISRI;

e. to notify ISRI in writing of cancellation, on or before March 1, 2020; however, all fees associated with this Agreement are due and are not refundable. Subsequent reassignment of canceled virtual space by ISRI does not relieve the canceling Exhibitor of the obligation to pay the cancellation fees described herein. It is mutually agreed that by canceling Space, Exhibitor relinquishes all benefits included;

f. all representatives and contractors present in the virtual platform will conduct themselves in accordance with the ISRI Code of Conduct and Anti-Trust Guidelines.

3. Exhibitor shall designate an individual authorized to act as its representative for planning and implementation of exhibit experience within the virtual platform.

4. An Exhibitor wishing to appoint its own subcontractor for the digital set-up must notify ISRI in writing prior to March 1, 2021. Such notice must include the name, address, and telephone number of the firm and the name of the person who will be in charge of the operation.

5. NEITHER ISRI, ITS AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, OR MEMBERS NOR EVENTEQ, ITS REPRESENTATIVES OR EMPLOYEES SHALL BE LIABLE FOR ANY DAMAGE OR LOSS OF BUSINESS TO EXHIBITOR BY THEFT, DAMAGE BY FIRE OR OTHER MEANS OR FOR ANY INJURIES TO EXHIBITOR, ITS EMPLOYEES, AGENTS, CUSTOMERS OR GUESTS; FOR ANY DAMAGE OF ANY NATURE, INCLUDING DAMAGE TO ITS BUSINESS FOR FAILURE TO PROVIDE SPACE; FOR FAILURE TO HOLD THE EXPOSITION AS SCHEDULED; NOR FOR ANY ACTION OR OMISSION OF ISRI. EXHIBITOR IS SOLELY RESPONSIBLE FOR ITS OWN EXHIBITION MATERIALS AND PRODUCTS, AND

SHOULD INSURE EXHIBIT AND PRODUCTS FROM LOSS OR DAMAGE FROM ANY CAUSE WHATSOEVER. IT IS UNDERSTOOD THAT ALL PROPERTY OF EXHIBITOR IS IN EXHIBITOR'S CARE, CUSTODY, AND CONTROL IN TRANSIT TO, OR FROM, ANY LOCATIONS. ISRI SHALL BEAR NO RESPONSIBILITY FOR THE SAFETY OF EXHIBITOR, ITS PERSONNEL, EMPLOYEES, AGENTS, OR REPRESENTATIVES OF PERSONAL PROPERTY. ISRI WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF HOW THOSE DAMAGES ARE INCURRED. Exhibitor, on behalf of itself, its employees and agents, shall protect, indemnify, save and defend and hold harmless ISRI, its agents and employees, directors, officers, and members and EventEQ, its agents and employees from all costs, losses, damages and expenses, including legal fees, arising out of or from (i) any accident or other occurrence connected with the use or occupation by Exhibitor of the digital platform; (ii) the sale or exhibition of any products sold by the Exhibitor; (iii) the failure of Exhibitor or its agents, employees, or representatives to comply with any term or condition of this Agreement; (iv) the breach of any representation given or made by Exhibitor; (v) the actual or alleged infringement of any intellectual property owned or used by Exhibitor at the Exposition or in the promotion thereof; and/or (vi) the Exhibitor service of alcoholic beverages during the Exposition.

6. Exhibitor will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, and dramatic rights incorporated in the digital space or used by Exhibitor or its representatives, agents, employees, and independent contractors. Exhibitor warrants that it has the legal right to display any trademarks, service marks, and/or copyrights represented in its Space, equipment, or literature. Exhibitor expressly agrees to indemnify and hold harmless ISRI for any claims relating to intellectual property.

7. By licensing access to the Exhibitor, ISRI does not endorse any products sold or exhibited by Exhibitor. Exhibitor agrees that it shall obtain, at its sole cost and expense, any and all licenses or permits required for conducting business at the Exposition prior to the beginning of the Exposition. Exhibitor shall be responsible for any and all fees or taxes incurred as a result of or from its activities.

8. ISRI reserves the right to relocate Exhibitor to comparable space if deemed advisable by ISRI Exposition Management to further the best interests of the Exposition. Exhibitor will be notified as soon as practicable prior to opening of the Exposition and will be given the option of selecting a larger or smaller space, if available, or to cancel.

9. In the event that the virtual platform become unfit for access or substantially interfered with by reason of any cause or causes not reasonably within the control of ISRI or its agents, the Exposition may be canceled, or moved to another virtual platform at the sole discretion of ISRI. ISRI shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising directly or indirectly by virtue of a cause or causes not reasonably within the control of ISRI. Causes for such action beyond the control of ISRI shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather,

Initial Here

Exhibitor

ISRI

governmental restraints, orders or regulation, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel labor union disputes, loss of lease or other termination by the Convention Center, municipal, state, or federal laws, or acts of God. Should ISRI terminate this Agreement pursuant to the provisions of this section, Exhibitor waives any and all claims for damage arising thereof. Refunds in the event of termination shall be made to Exhibitor in the amount of the original exhibit fees less prorated adjustments based on ISRI costs incurred from staging and/or relocating the Event.

11. During the course of the Exposition, ISRI, in its sole discretion, reserves the right to immediately terminate any exhibit where the actions and activities by or on behalf of the Exhibitor and/or the Exhibit itself are determined by ISRI to violate this Agreement. In such event, there shall be no refund of either registration or booth license fees. In addition, ISRI reserves the right, in its sole discretion, to refuse to permit the Exhibitor to exhibit in one or more future ISRI-sponsored expositions and/or to reduce or eliminate priority points by reason thereof.

12. Exhibitor shall abide by all rules and regulations adopted from time to time by the venue and/or virtual platform or by ISRI for the management of the Exposition before, during, and after the Exposition, and shall also comply with any other reasonable rules considered necessary by ISRI. Exhibitor shall also comply with all applicable federal, state, and local laws, regulations, and ordinances governing this Agreement and the Exposition, and will not do or permit to be done anything at the Exposition in violation of such applicable laws, regulations, and ordinances. Exhibitor agrees it shall inform all of its employees and agents who will be attending the Exposition of this compliance requirement and will be responsible for their compliance.

13. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in Washington, D.C. at a time and place agreed upon by the Parties, in accordance with the then prevailing Commercial Rules of Arbitration of the American Arbitration Association, and any judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Each party shall bear its own expenses arising out of any such proceeding, except that the fees and costs of any arbitration shall be borne equally by the parties. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without consideration of any conflicts of laws principles.

14. This Agreement: (i) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the Parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both Parties.

15. Either Party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representative of the Party granting the waiver.

16. If any provision or clause of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the rest of this Agreement shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part held to be invalid or unenforceable.

17. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective executors, administrators, personal representatives, heirs, assigns, and successors in interest.

18. Exhibitor shall not assign or transfer any rights or obligations under this Agreement, either in whole or in part, without the prior written consent of ISRI.

Notwithstanding the foregoing, this Agreement may be assigned by Exhibitor in connection with a merger, consolidation, sale of all of the equity interests of the Exhibitor, or a sale of all or substantially all of the assets of the Exhibitor to which this Agreement relates.

19. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties hereto and their respective heirs, successors and permitted assigns.

20. Nothing in this Agreement is intended to create any partnership, joint venture, or agency relationship of any kind between the Parties.

Please use carryover credit from ISRI2020 payment (if applicable)

Discount(*ISRI Use Only*): \_\_\_\_\_ ISRI 2020 Credit(*ISRI Use Only*): \_\_\_\_\_ **TOTAL:** \_\_\_\_\_

**Check** enclosed payable to ISRI       **Wire Transfer** For wire instructions, contact ISRI at 202/662-8500. Transfers must be in US Dollars.  
Please make sure that wire transfer fees are calculated and included in your payment.

**Credit Card Payment with card information below.**     **Visa**       **MasterCard**       **American Express**

**Payment Amount: US\$** \_\_\_\_\_ **(including wire fees, if applicable)**

NOTES: (*ISRI Use Only*)

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ / \_\_\_\_\_

Billing Address \_\_\_\_\_ CVV \_\_\_\_\_

Cardholder Name (Please Print) \_\_\_\_\_

Signature \_\_\_\_\_

**Note: ISRI employs best efforts to comply with the PCI Security Standards Council in credit card processing. For your safety, please DO NOT email credit card information.**