

2015 Tax and Accounting Conference

AFFILIATE EVENT AGREEMENT

SEPTEMBER 27-30, 2015 HYATT REGENCY GRAND CYPRESS ORLANDO, FL

This agreement (the agreement) is entered into and effective this the _____ day of _____, 20____, by and between the Investment Company Institute (ICI) and _____ (event host).

WHEREAS, ICI shall host its Tax and Accounting Conference at the Hyatt Regency Grand Cypress on September 27-30, 2015 and WHEREAS, the Hyatt Regency Grand Cypress provides products or services of interest to ICI attendees; and WHEREAS, _____ (event host) desires to host an independent event at the Hyatt Regency Grand Cypress for ICI attendees during the Conference:

THEREFORE, in consideration of the mutual promises and covenants, the parties, intending to be bound, agree as follows:

TERMS AND CONDITIONS

ICI RESPONSIBILITIES AND RIGHTS

1. ICI shall process affiliate event requests and submit to the hotel to assign space for affiliate events on a first-come, first-served basis. No affiliate event requests will be processed until payment is received in full.
2. ICI, together with the hotel, shall make a good faith effort to accommodate affiliate event requests, taking into consideration the anticipated conference attendance and arrangements.
3. ICI's acceptance of an affiliate event request is based upon venue space availability at the time of receipt of the completed event request and payment in full by the event host, and ICI has the right to limit the number of affiliate events at its sole discretion.
4. ICI reserves the right to change the space assigned for the affiliate event at any time, at its sole discretion, as it deems necessary and in the best interest of the conference. ICI shall notify the event host of the change as soon as reasonably possible.
5. Should ICI be unable to provide space for the affiliate event on event host's requested date, ICI may offer space on an alternative date or at an alternative time.
6. Upon receipt of payment in full by the event host for the affiliate event, ICI will grant the event host a revocable license for the use of the ICI pre-conference list. ICI shall provide an updated pre-conference list of attendees every two weeks starting in mid-January. Only conference attendees who wish to share their contact information will be on the lists provided. The event host's license to use the list for the solicitation of ICI attendees shall terminate at the conclusion of the conference.
7. All matters, issues, or questions not covered by the Terms and Conditions are subject to the sole discretion of ICI.

EVENT HOST'S RESPONSIBILITIES AND RIGHTS

1. Upon approval by ICI, affiliate events may be held at any time (on-site at hotel or at an off-site venue) but must not conflict with official conference activities.
2. The event host shall not contact or solicit attendees from past conferences without prior written permission from ICI. Should the event host fail to obtain written permission from ICI prior to contacting or soliciting past conference attendees, ICI reserves the right to cancel the affiliate event and prevent the event host from participating in future conferences.
3. The event host bears all responsibility for affiliate event signage. The event host shall coordinate signage placement with the hotel event manager to ensure compliance with the hotel's policies. Signage for the affiliate event may be displayed two hours prior to the start of the affiliate event. After the affiliate event, the event host is responsible for removing all affiliate event signage.
4. The event host may use materials for its affiliate event. Use of materials is limited to the affiliate event's assigned meeting space. Materials may not be displayed in the public space of the conference facility.
5. Event hosts desiring a separate room block must provide a written request to ICI prior to coordinating the room block with the hotel. Once ICI approves the request, it will instruct the hotel to work directly with the event host to determine availability. ICI will not block or manage any hotel rooms for affiliate events. The event host bears all liability pertaining to additional room blocks, including attrition, cutoff dates, and all other contract obligations.
6. Event hosts desiring to use space other than meeting rooms, such as hotel restaurants or the spa, must submit a written request to ICI. Once ICI approves the request, the event host may begin coordinating event logistics with the hotel. Additional fees for the use of these spaces may be assessed by the hotel or outlet, and use of such space is subject to availability and prior approval from ICI.
7. Special requests, such as a request for outdoor space or for space which is distanced from a competitor's event, must be included in the Affiliate Event Registration Form. ICI cannot guarantee that every special request can be honored, but will do its best to accommodate all requests made.
8. Any direct billing or credit card authorization for the affiliate event must be arranged directly with the hotel event manager. Event hosts are responsible for direct billing minimums, rental fees, labor fees, taxes, and any other event-related charges that may be incurred, and are advised to arrange billing directly with the hotel event manager.
9. The event host must coordinate with the hotel event manager and in-house audio visual company for any audio visual equipment required for the affiliate event. Separate billing and payment may be required for audio visual services, and the event host is liable for all audio visual costs incurred for its affiliate event.
10. The event host is responsible for coordinating with the hotel event manager for the shipment of packages. The hotel will provide current shipping and receiving fees, hotel address, on-site delivery scheduling, and any other items related to shipping and receiving.
11. The event host shall, at its own cost and expense, procure and maintain throughout the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the leased space. Such insurance shall include contract liability and products liability coverage, with combined and single limits of not less than \$1 million. The event host shall, at its sole cost and expense, procure and maintain throughout the term of this contract, worker's compensation insurance in full compliance with all federal and state laws and covering all of the event host's employees engaged in the performance of any work in connection with the affiliate event. Required comprehensive general liability and liability policies shall name ICI, its members, and their respective officers, directors, agents, and employees as additional insureds. The event host may be required to produce a certificate of insurance for inspection on request by ICI.

PAYMENT AND CANCELLATION POLICY

Full payment must accompany the affiliate event registration; space requests and event logistics will not be processed until payment has been received in full.

Cancellations must be received in writing by September 7, 2015. Cancellation requests shall be sent to Tonya Bouley at tonya@ici.org. All cancellations received on or before this date will be eligible for a full refund minus a \$150 administration fee. After this date, no refunds will be issued. Note that the hotel may have an additional, separate cancellation policy.

In the event the premises of the facility where the affiliate event is scheduled to be held are destroyed or damaged, or if the conference fails to take place as scheduled or is interrupted or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war or terrorism, act of God, emergency declared by any government agency, or for any other reason, this contract may be terminated by ICI. In the event of such termination, the event host waives any and all damages and claims for damages and agrees that the sole liability of ICI is to return to the event host its meeting space fee payment after payment of all conference expenses.

INDEMNIFICATION

The event host hereby agrees to indemnify, defend, reimburse, and hold harmless ICI and its respective officers, directors, employees, volunteers, and representatives against any and all claims, loss, damage, or expense (including attorneys' fees) that may arise in connection with or be asserted against, resulting from, imposed upon, incurred, or suffered as a result of the event host's participation in the conference and affiliate event.

MISCELLANEOUS PROVISIONS

ICI shall have sole discretion in the interpretation and enforcement of the terms and conditions in this contract and all aspects of the conference. ICI shall also have the power to make, from time to time, such reasonable amendments thereto and to establish such further terms and conditions as it shall consider necessary for the proper conduct of the conference, including the affiliate event. Any such changes shall be binding on the event host equally with the other terms and conditions contained herein. All matters, issues, or questions not covered by the Terms and Conditions are subject to the sole discretion of ICI.

This agreement constitutes the entire, full, and complete agreement between ICI and the event host, and supersedes all prior or contemporaneous oral or written communication.

This agreement shall be governed by the laws of Washington, DC, and Washington, DC, courts shall have exclusive jurisdiction over disputes arising out of or in connection with the agreement.

I have read the above agreement and agree to abide by the Terms and Conditions outlined herein. I also represent and warrant that I am duly authorized to execute this binding agreement.

Affiliate (company name):

By (signature):

Print name and title:

Date:

Accepted by ICI

By (signature):

Print name and title:

Date:

A copy of this signed agreement must be submitted within 48 hours of affiliate event registration.

Return this agreement to:

Tonya Bouley

Phone: 202-326-5969

Fax: 202-403-3580

Email: tonya@ici.org