



SPONSORSHIP OPPORTUNITIES



ABOUT THE CONVENTION

The Midwinter National College Journalism Convention is a gathering of college journalists and advisers. This year, Associated Collegiate Press will be joined by College Media Business and Advertising Managers to prepare more than 100 practical and professional learning sessions, from high-profile keynotes to specific, problem-solving breakouts, hands-on workshops and discussion groups.

WHY SPONSOR?

Both editorial and business staffs of more than 100 college publications from around the country will be attending this convention, giving you access to all potential customers in one spot. A visually charged marketing campaign will promote the convention to over 800 student media advisers and editors and 14,000+ social media followers. Sponsors will be featured in all aspects of the multimedia campaign as we generate excitement leading up to the convention in La Jolla at the end of February.

AUDIENCE

The 2019 ACP/CMBAM Midwinter National College Journalism Convention will bring together a dynamic audience of 800+ college students working for their newspapers, yearbooks, newsmagazines, literary magazines, broadcast programs and online news sites and as many as 100 publication advisers.

Attendees are mostly in the 18-22 age group. Many are editors, sales managers and leading voices at their college publication. This incredibly active group is techsavvy, early-adopting and inherently curious.

VENUE

The Hyatt Regency La Jolla is 10 minutes from the beach and 15 minutes from downtown San Diego.

CONTACT

Ashley Tilley
Membership Outreach Coordinator
Associated Collegiate Press
2829 University Ave. SE, Suite 720
Minneapolis, MN 55414
612-200-9254
ashley@studentpress.org

PLATINUM SPONSOR

\$5,000
Limit One

Lanyard Sponsor: Logo featured on attendee lanyard with ACP and CMBAM logos.
Cannot be in-kind.

Sponsorship Includes:

- One exhibit table and two chairs
- One full-page program ad (due Jan. 31)
- One vendor session
- Two sponsored emails
- Attendee email list
- Attendee bag insert
- Four sponsored social media posts
- Banner ad in app (due Feb. 15)
- Logo on website, app, program, convention emails and signage

GOLD SPONSOR

\$3,500

All-attendee Reception Sponsor
Adviser Reception Sponsor
Attendee Tote Bag Sponsor: Logo featured on bag design.

Sponsorship Includes:

- One exhibit table and two chairs
- One full-page program ad (due Jan. 31)
- One vendor session
- One sponsored email
- Attendee email list
- Attendee bag insert
- Three sponsored social media posts
- Banner ad in app (due Feb. 15)
- Logo on website, app, program, convention emails and signage

SILVER SPONSOR

\$2,500

Convention App Sponsor: Logo featured on splash page.
Online Registration Sponsor: Logo featured on registration website banner.
Program Printing Sponsor: In-kind.

Sponsorship Includes:

- One exhibit table and two chairs
- One half-page program ad (due Jan. 31)
- One sponsored email
- Attendee bag insert
- Two sponsored social media posts
- Banner ad in app (due Feb. 15)
- Logo on website, app, program, convention emails and signage

BRONZE SPONSOR

\$1,500 Friday Morning Hospitality Sponsor
Saturday Morning Hospitality Sponsor

Sponsorship Includes:

- One exhibit table and two chairs
- One half-page program ad (due Jan. 31)
- Attendee bag insert
- One sponsored social media posts
- Banner ad in app (due Feb. 15)
- Logo on website, app, program, convention emails and signage

FRIEND SPONSOR

\$750 Friend Sponsor

Sponsorship Includes:

- One exhibit table and two chairs
- Attendee bag insert
- Banner ad in app
- Logo on website, app, program, convention emails and signage

A LA CARTE

\$600 Exhibit Table Only
\$500 Full-page Program Ad (due Jan. 31)
\$300 Half-page Program Ad (due Jan. 31)
\$300 App Banner Ad (due Feb. 15)
\$500 Attendee Bag Insert
\$500 Vendor Session

DISCOUNTS

If a business school and journalism school from the same university sponsor or exhibit, both schools will receive 10% off.

If your company sponsored or exhibited at the 2018 ACP Midwinter National College Journalism Convention in Long Beach or the 2018 CMBAM Convention in Kansas City, there is a 10% discount for this event.

SPONSOR/EXHIBITOR CONTRACT

ACP/CMBAM Midwinter National College Journalism Convention - Feb. 28-March 3, 2019 - La Jolla, Calif.

Sponsorships

Platinum Lanyard Sponsor - \$5,000
Gold All-attendee Reception Sponsor - \$3,500
Gold Adviser Reception Sponsor - \$3,500
Gold Attendee Bag Sponsor - \$3,500
Silver Convention App Sponsor - \$2,500

Silver Online Registration Sponsor - \$2,500
Silver Program Printing Sponsor - \$2,500
Bronze Friday Hospitality Sponsor - \$1,500
Bronze Saturday Hospitality Sponsor - \$1,500
Friend Sponsor - \$750

A la Carte

Exhibit Table Only - \$600
Full-page Program Ad - \$500
Half-page Program Ad - \$300

App Banner Ad - \$300
Attendee Bag Insert - \$500
Vendor Session - \$500

Organization Information

Organization Name: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____

On-site Contact: _____
On-site Email: _____
On-site Phone: _____

Accounting Email: _____

Contract Authorizing Name: _____
Authorizing Email: _____
Authorizing Signature: _____

Payment Options

Payment in full is required to secure a sponsorship, exhibit space and/or ad space. ACP accepts U.S. dollars only.

Visa MC Discover AmEx Check
Card Number: _____
Expiration Date: _____
Name on Card: _____
Signature: _____

Sponsorship: \$ _____
A la Carte: \$ _____
Total Owed: \$ _____

Print out and sign where necessary. Scan and upload this page to acpcmbam.org/sponsor. Please read contract details on the next page and save a copy for your records.

Questions? Contact Ashley Tilley at ACP: ashley@studentpress.org, 612-200-9254.

CONTRACT DETAILS

1. Location of exhibit space is determined at the discretion of ACP, CMBAM and the convention headquarters hotel. Exhibits must be setup by noon on Thursday, Feb. 28, 2019, and available for delegates noon-6 p.m. that day and 8 a.m.-6 p.m. on Friday, March 1. Exhibitors will be notified of booth numbers and setup arrangements in February.
2. The exhibit tables will consist of one six-foot skirted table, two chairs, two programs and name badges (if names of exhibitors are provided before the convention).
3. All telephone, Internet and electricity arrangements must be made directly with the Hyatt Regency. ACP will provide contact information but assumes no responsibility for expenses incurred for material handling, equipment, electrical, phone, Internet and other utility hookups or usage.
4. The exhibit area is not secure overnight. ACP and CMBAM will take reasonable precautions, including working with hotel staff, to ensure the exhibit area is monitored. However, ACP and CMBAM assume no liability for damages, loss or theft of any property owned by the exhibitor or its agents. By authorizing this contract with a signature on the reverse side, the exhibitor hereby agrees to indemnify and hold harmless ACP, CMBAM, their officers, directors, employees and agents for any and all claims arising out of such damage.
5. Exhibitor giveaways must be distributed from, and confined to, the exhibit booth space. No exhibitor may distribute materials which are potentially harmful to delegates or the convention headquarters. Playing live music from your booth is prohibited as is excessive noise.
6. To receive sponsorship benefits, exhibitors must meet deadlines for submission of advertising and exhibiting contract. Late ads cannot be accepted. Sponsorship commitments cannot be altered or refunded once the contract is submitted to ACP.
7. Limitations on privately hosted social and educational events: No exhibitor shall sponsor an educational program during the convention without 30 days advance notice. No exhibitor shall host a reception or hospitality suite during the hours of an official ACP/CMBAM function at which advisers are present. Exhibitors must notify ACP no later than seven days before the convention if a reception or program is going to be held when there is no official ACP/CMBAM function. ACP supports the rights of exhibitors to sponsor private, by-invitation-only events.
8. Each exhibiting company should register on its own. Inviting other companies to sublease exhibit space is not acceptable.
9. To register for the convention, complete the contract on the reverse side and upload to acpcmbam.org/sponsors.
10. Pre-payment is required to hold your sponsorship. If you would like to hold your sponsorship with a credit card, but actually pay by check, please note that in the payment section. If the check has not been received four weeks prior to the event, your card will be charged.
11. All commitments for sponsorships and exhibiting cannot be altered or refunded once the contract is submitted. Please plan accordingly.

AD SPECS

Program: Full-page ads are 6.5x9 inches and half-page ads are 6.5x4.5 inches. Ads should include 1/8 in. bleed, be in full color (CMYK), images should be at least 300 dpi, PDF format. Due to amber@studentpress.org by Jan. 31.

App Banner Ads: Two sizes of your ad must be submitted: 640x150 px and 552x150 px. Send to amber@studentpress.org by Feb. 15.

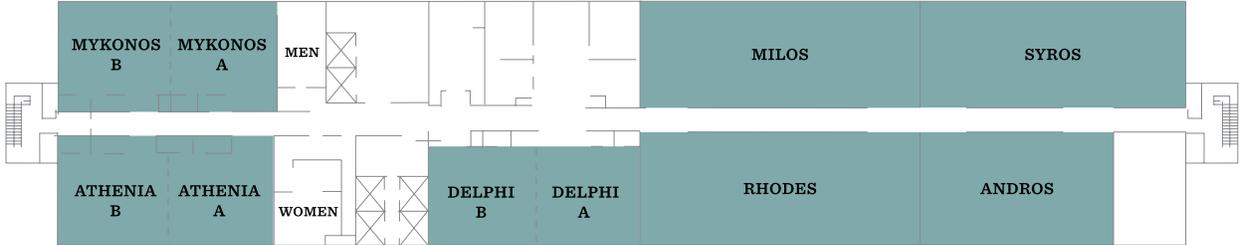
Logos: Logos should be sent at the same time or soon after this contract. Send your logo in vector format (.ai, .eps or .pdf) to amber@studentpress.org or upload it with your contract.

EXHIBIT HALL

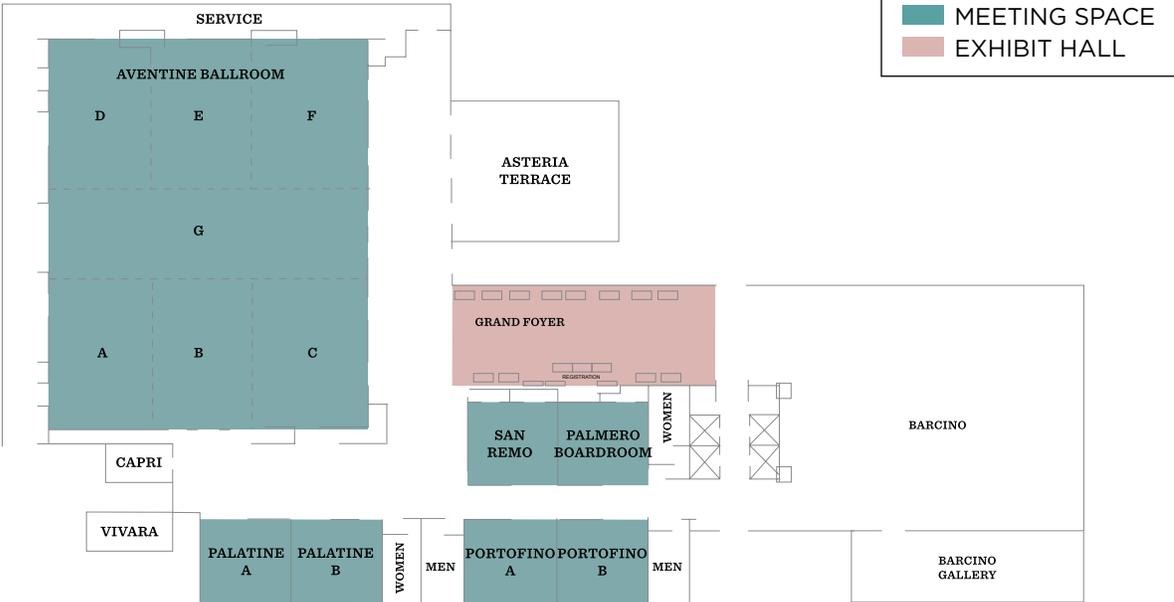
10 a.m.-noon Thursday: Setup
Noon-6 p.m. Thursday: Exhibits open
8 a.m.-6 p.m. Friday: Exhibits open
6-8 p.m. Friday: Tear down

FLOOR PLAN

SECOND FLOOR



FIRST FLOOR



MEETING SPACE

EXHIBIT HALL

SHIPPING YOUR MATERIALS

Materials should be shipped to yourself at the hotel. UPS and FedEx make a stop at the hotel every day except for Sunday. All packages are dropped off at the loading dock; the shipping team will take inventory of the boxes and place them in a locked store room. Once you request the box, security or Event Setup will retrieve the boxes. All outgoing packages can be left in the meeting room with the shipping label left on and the Event Setup team will take the items down to the loading dock to be sent out.

Box handling charge:
 \$3.00 per box
 \$75.00 per pallet
 \$25.00 per case

All materials should be addressed as follows:
 Hyatt Regency La Jolla
 3777 La Jolla Village Drive
 San Diego, CA 92122
 Attn: (Your Name), (Your Arrival Date),
 National College Journalism Convention, Feb. 28-March 3

2018 EXHIBITOR AUDIO VISUAL & POWER ORDER FORM PSAV - HYATT REGENGY LA JOLLA

NAME OF CONFERENCE:	COMPANY NAME:	ORDERED BY:
DELIVERY DATE/TIME	REMOVAL DATE/TIME	ADDRESS:
BOOTH NUMBER:		PHONE NUMBER: ()
		EMAIL:

For more information please call our PSAV offices. **Fax completed form with credit card information to:**

PSAV Phone: (858) 550-0434 Fax: (858) 550-0454

QUANTITY	EQUIPMENT DESCRIPTION	DAILY RATE	# DAYS	TOTAL
	***LCD Monitors ***			
	HDMI or VGA Connector included only, PSAV does not supply video conversion adapters. Please be sure to bring your own			
	32" Flat Panel LCD Video Monitor with Floor Stand (16:9)	\$434.03		
	46" Flat Panel LCD Video Monitor with Floor Stand (16:9)	\$839.98		
	55" Flat Panel LCD Video Monitor with Floor Stand (16:9)	\$1,101.43		
	65" Flat Panel LCD Video Monitor with Floor Stand (16:9)	\$1,266.56		
	Computer & Media Accessories			
	PC Laptop	\$337.15		
	24" Computer Monitor (table stand only)	\$330.26		
	25" HDMI Cable	\$41.29		
	Wireless Mouse and Keyboard	\$104.58		
	DVD/Blu-ray Player	\$185.77		
	LaserJet B/W Printer	\$351.46		
	LaserJet Color Printer	\$674.85		
	Exhibit Hall Power Drop			
	5 Amp Single Phase (120v) – Shared Circuit (w/single powerstrip)	\$240.30	FLAT RATE	
	20 Amp Single Phase (120v) – Dedicated Circuit (w/single powerstrip)	\$356.54	FLAT RATE	
	TOTAL ESTIMATE			\$

Equipment is provided on a daily basis and the rates above are SINGLE DAY RATES except where noted. Weekly rentals available. Please contact your PSAV Sales Representative for pricing. FLAT RATE for power drops is based on the duration of the Conference only (or up to 5 Days). All pricing includes equipment, setup and teardown labor, 24% Event Technology Support Fee, Loss/Damage Waiver & CA Sales Tax. Prices are subject to change without notice. **Power Distribution:** PSAV will not load or allow a service to be loaded beyond 80% of the rated capacity of the service. All power distribution gear PSAV uses will be UL/ETL listed and will meet or exceed all state and local requirements for safe electrical distribution. As the cardholder, I am authorizing the credit card shown below to be charged for the total estimate of this form and any additional amounts incurred as a result of all show site changes ordered by my representatives and/or place my card on file for security deposit purposed in the event of payment default, cancellation fees or damages/losses owed per PSAV Terms and Conditions.

BILLING INFORMATION:

CARD HOLDER NAME:

EXPIRATION DATE

CREDIT CARD NUMBER Visa__ MasterCard__ Amex__ Discover__

BILLING ZIP CODE

CLIENT SIGNATURE:

DATE:

EXHIBITOR ETHERNET SERVICE ORDER FORM

Hyatt Regency La Jolla at Aventine



INSTRUCTIONS

PLEASE READ THOROUGHLY TO ENSURE A COMPLETE SERVICE REQUEST

1. **Fill out the accompanying forms completely:** Include contact (ordering and onsite), payment information and signatures on all forms.
2. **Include service drop location within your booth:** On the bottom of the next page (pg. 2) is a diagram for service location. Simply fill in the blank lines with orientation (i.e. front, back and/or adjacent booth numbers) and mark an (X) within the diagram for drop location. ***If wires need to run under carpet, please indicate on form.*** If a diagram exists showing the location for the internet line, please include that in the fax/email to us. *****Charges may apply for service relocations after being set*****
3. **Additional network devices (more than one):** Any additional devices beyond the first using network resources regardless of IP addressing scheme will be subject to an additional device fee. Please order additional device/IP addresses for these connections (in excess of the one included IP address), all hubs and cabling will be provided.
*****You will not be permitted to use access points, switches or hubs without paying for the additional devices*****
4. **Terms & Conditions:** Please read through the accompanying terms and conditions as you are acknowledging such with your order form signature.
5. **Services not covered by this form:** Email requests for a customized solution to Jack Kaylor at jkaylor@singledigits.com for additional services such as VLAN(s) or dedicated bandwidth.
6. **Using a credit card for payment:** Completely fill out the payment/credit card authorization form (pg. 3). Make sure signature is the same as the credit card holder's name. ***Charges will appear as Hyatt Regency La Jolla on the credit card statement***
7. **Using a check for payment:** Mark Checks payable to "Hyatt Regency La Jolla at Aventine". *First*, email or fax a copy of the check and the filled out order form (Email to jkaylor@singledigits.com or fax to **619-358-6989**). Then **mail** original documents to Hyatt Regency La Jolla at Aventine, ATTN: Single Digits Inc., 3777 La Jolla Village Dr, San Diego, CA 92122. *****DO NOT MAKE CHECKS OUT TO SINGLE DIGITS INC DIRECTLY*****
8. **Faxing or Emailing your order:** Please email completed orders to jkaylor@singledigits.com or fax to 619-358-6989. If emailing please include name and show dates in subject line (e.g. Exhibitor for SHOW NAME xx/xx –xx/xx/xx). Please be sure to include the following when placing your order.
 - a. **A completely filled out exhibitor form:** including ordering/on-site contact info, set-up time and service location diagram.
 - b. **A completely filled out payment form:** Check/CC info with signature and copy of check.
 - c. **Make sure both the order and payment form are signed:** This will make sure there are no delays in your service request(s).
9. We will contact you within 3 business days of order via e-mail and supply you a service invoice for your records.
10. Questions? Contact Single Digits, Inc. – 619-839-9980 (PST) or email jkaylor@singledigits.com

– PLEASE PRINT LEGIBLY –

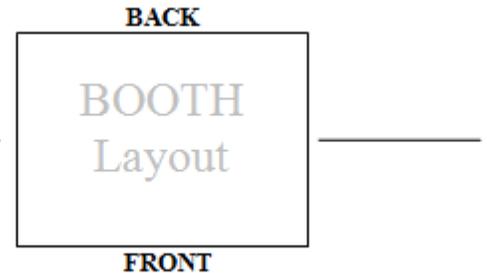
Company Name:		Ordering Contact Email:			
Ordering Contact:		Ordering Contact Phone:		Booth Number:	
On-Site Contact:		Onsite Cell Phone:		Set Up Date/Time:	
Company Address:				Tear Down Date/Time:	
City:	ST:	ZIP:		Exhibit Room:	
Show Name:				Show Dates:	

**Wired connections connect at 10/100/1000 Mbps via standard RJ-45 Ethernet connection with a DHCP address. Bandwidth is 50 Mbps shared between all exhibitors. Dedicated bandwidth available upon request, please call for more details and pricing.

HIGH SPEED INTERNET SERVICE (PER BOOTH)	Discount ¹	Standard	# of days	Sub-total
Wired Access – Comes with [1] single wired connection *See below for additional connections // Static IPs available upon request	\$300.00 per day	\$350.00 per day		
Wireless Access – Can connect up to 2 devices *See below for additional connections // Static IPs available upon request	\$200.00 per day	\$250.00 per day		
			QTY	
Additional Wired Connections (NOT charged per day) Must order wired access above before selecting this option	\$150.00 each	\$200.00 each		
Additional Wireless Connections (NOT charged per day) Must order either wired or wireless access above before selecting this option	\$50.00 each	\$100.00 each		
Please include grand total for all show dates only. No charge for set-up day/s.	Grand Total =			

- Order must be received with payment 15 days prior to first show date qualify for discount pricing.
- Client must pay for each device connected to the network (wired or wireless) regardless of IP addressing scheme.
*To maintain network integrity, Single Digits, Inc. **does not allow** exhibitors to setup network equipment on our network without prior approval*
- For wired internet, all Ethernet cables and Ethernet switches are included with your order. *Subject to \$150 charge if switch is not returned or returned damaged.
- For wireless internet, login instructions will be provided during setup.

Booth Layout Diagram: _____
(Please label the booth diagram with adjacent booth numbers)
Mark (X) where each wired drop should be placed.



**** IMPORTANT ****
If cables MUST run under carpet, please CIRCLE this Statement and notify your decorator

By placing this order, the undersigned agrees to terms, conditions, limited liability and acceptable use policy as stated at the end of this form.

Authorized Signature: _____ Date: _____

Single Digits SO# _____ (INTERNAL USE ONLY)

PAYMENT AND CREDIT CARD AUTHORIZATION

PAYMENT INFORMATION

Company Check or Money Order

MAKE PAYABLE TO: Hyatt Regency La Jolla at Aventine

Total:

MAIL TO: 3777 La Jolla Village Dr, San Diego, CA 92122

ATTN: SINGLE DIGITS, INC.

*** IF PAYING BY CREDIT CARD YOU ARE AUTHORIZING MANCHESTER GRAND HYATT SAN DIEGO TO CHARGE YOUR CREDIT CARD
IN THE AMOUNT LISTED ON YOUR ORDER FORM***

CC Type: _____ Acct #: _____ Exp Date: _____

Billing Address: _____ Billing Phone #: _____

City: _____ State: _____ Zip Code: _____

Name on CC: _____

Authorizing Signature: _____ Date: _____

****ONCE COMPLETED EMAIL TO jkaylor@singledigits.com or FAX TO 619-358-6989**

This is a private and secure direct fax to Single Digits, Inc.

Please be sure to include the following:

- a. **A completely filled out exhibitor form**
Including ordering/onsite contact info, set-up time and service location diagram.
- b. **A completely filled out payment form**
If paying by CC – all CC info required above with signature.
If paying by check - include a copy of the mailed check in the email or fax.
- c. **Make sure both the order and payment form are signed**
This will make sure there are no delays in your service request(s).

General Terms & Conditions

1. Services. Hospitality Services' network management (the "Services") may include connection to the Internet. In order to provide Internet connectivity, Hospitality Services shall: (a) manage all data circuits; (b) ban all unauthorized wireless access points and signals – otherwise known as Rogue APs; (c) provide on-site technical assistance, as needed and in the reasonable discretion of the parties; and (d) provide a twenty-four (24)-hour telephone support and monitoring of the network and all network equipment from its network operations center - NOC.

2. Configuration by Hospitality Services. In the event that Hospitality Services configures any of Customer's hardware and/or software so that the Customer may use the Services, such configuration shall be undertaken with reasonable care and in keeping with standard industry practices. Under no circumstances shall Hospitality Services be liable to Customer for any damage caused by such configuration, and Hospitality Services makes no representation or warranty that any such configured hardware or software shall be in fact be compatible with the Services or returned to its original condition or configuration at any time. Any re-configuration of Customer's hardware and/or software shall be undertaken by Customer at its sole risk and expense.

3. Limitation of Security. Customer acknowledges that messages sent over the Internet are not guaranteed to be completely secure, and Customer shall not hold Hospitality Services responsible for any damages caused by any delay, loss, diversion, alteration or corruption of any messages or data which are sent or received through or by means of the Services. Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet or otherwise, and Hospitality Services shall not be liable for any loss or damage resulting therefrom. All activities conducted in connection with Customer's use of the Services are at Customer's own risk. Hospitality Services does not warrant the security of any information Customer may forward or be requested to provide to any third parties.

4. No Warranties. Customer acknowledges that it is technically impracticable to provide Services free of faults, and Hospitality Services does not undertake to do so. Hospitality Services hereby warrants that it shall perform the Services in accordance with the terms hereof. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL OTHER WARRANTIES ARE HEREBY EXPLICITLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. Without limiting the foregoing, it is agreed and understood that while Hospitality Services is obligated to facilitate connectivity to the Internet as a part of the provision of the Services, Hospitality Services makes no representation whatsoever as to the functionality of the Internet itself. Customer acknowledges that ultimate connectivity to the Internet depends in substantial part on the capacity of hardware, software and other means and devices which are beyond the ability of Hospitality Services to control or manage.

5. Limitation of Liability. Neither Hospitality Services nor its affiliates shall be liable to Customer or any third party on account of any claim; loss; lost revenues or profits; consequential, indirect, incidental or punitive damages; costs; court costs and attorneys' fees; expense or liability suffered, incurred or sustained by Customer from any cause arising from or relating to this Agreement, including, without limitation, damages claimed as a result of any temporary or permanent failure of availability or performance of the Services, unless such claim, loss, damage, cost, expense or liability stems from the willful breach or gross negligence of Hospitality Services relating to its obligations under this Agreement. Hospitality Services' entire liability for any claim, loss, damage or expense from any cause arising out of or related to this Agreement, whether based on contract, tort, warranty or on any other legal or equitable ground shall be limited solely to money damages and shall in no event exceed sums actually paid for the Services provided pursuant to this Agreement.

6. Indemnification. Customer shall indemnify and hold harmless Hospitality Services, the owner and manager of the property where the Services are provided, as well as each such party's officers directors, employees, agents and assigns, from and against any claims which may result from damages caused to Customer and/or any third parties by virtue of Customer's use of the Services and any failure thereof and all loss, cost, damage, expense or liability, including, without limitation, court costs and attorneys' fees, arising out of, in whole or in part, directly or indirectly, intentional violations of any applicable law or governmental regulation by Customer. Further, Customer acknowledges that Hospitality Services has no control over the content of information transmitted by Customer or its users and that Hospitality Services does not examine the use to which Customer or its users put the Services or the nature of the information Customer or its users send or receive. Customer shall indemnify and hold Hospitality Services, its stockholders, officers, directors, employees and agents harmless from any and all loss, cost, damage, expense or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by Customer or its users.

7. Service Interruptions, Modifications, and Instructions. Customer agrees that Hospitality Services may, as required in its sole discretion: (a) temporarily suspend the Services for the purpose of repair, replacement, maintenance or improvement of any of Hospitality Services' equipment, software or telecommunication services; (b) vary the technical specification of the Services for any reason; or (c) give instructions about the use of the Services resulting from any applicable law, rule, or regulation. Such instructions shall be deemed to form part of this Agreement.

8. Dispute Resolution. In the event that this Agreement and/or the Services become the subject of a dispute between the parties, such dispute shall be resolved between the parties exclusively through arbitration, in accordance with this Section 9 and the commercial dispute resolution procedures of the American Arbitration Association. Each party shall select one person to act as an arbitrator, and a third arbitrator shall be chosen by the first two arbitrators (such three arbitrators, the "Panel"). The judgment on the award rendered by the Panel may be entered in any court having competent jurisdiction and shall be final, non-appealable and conclusive and binding upon the parties. The arbitration shall be held in Washington, D.C. Each party shall bear its own expenses incurred in any such arbitration. The arbitrator shall not be empowered to award costs, fees or damages in excess of the limitations imposed herein to either party.

9. Miscellaneous.

A. **Force Majeure.** Hospitality Services shall not be liable for its failure to perform any of its obligations herein if such failure results from delays, failure to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, general disruption of the Internet, unavailability of transportation, acts or omissions of third parties, acts of God, or any other cause beyond Hospitality Services' reasonable control.

B. **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the provisions herein or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any other provision hereof.

C. **Binding Effect; Amendment.** This Agreement shall be binding upon and enforceable against Customer and anyone using or accessing the Services by or through Customer, as an employee, agent, invitee or otherwise, and Customer shall be responsible for the conduct of such persons. This Agreement may not be amended except by an instrument in writing, executed by the parties.

D. **Notices.** All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed effectively given and received upon delivery in person, or one business day after delivery by national overnight courier service or by telecopier transmission with acknowledgment of transmission receipt, in each case addressed to the parties to this Agreement.

E. **Merger.** This Agreement supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements to the placing and accepting of this Agreement relied upon by either party herein, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever.

F. **Third Party Beneficiaries/Parties in Interest.** This Agreement has been made and is made solely for the benefits of parties, and their respective successors and permitted assigns. Nothing herein or in this Agreement is intended to confer any rights/remedies on any third party.

G. **Relationship of the Parties.** Each party hereto shall conduct itself under this Agreement as an independent contractor and not as an agent, partner, joint venturer or employee of the other party, and shall not bind or attempt to bind the other party to any contract. Nothing contained herein or in this Agreement shall be deemed to form a partnership or joint venture between the parties.

H. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken therefrom and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision, or part thereof, of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

I. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, regardless of its laws regarding conflicts of laws.