



The New York State Society of CPAs
 Foundation for Accounting Education
 14 Wall Street, 19th Floor, New York, New York 10005
CONFERENCE SPONSORSHIP AGREEMENT

SPONSOR INFORMATION

Company Name: _____
 Address: _____
 City/State/Zip: _____
 Contact Name: _____
 Email: _____
 Phone: _____
 Fax: _____

EVENT INFORMATION

Event Name & Date: _____
 Sponsor Package:
 Gold - \$6,000
 Silver - \$3,000
 Bronze - \$1,500
 Cost: _____

THE TRUSTED PROFESSIONAL 1/4 PAGE BLACK AND WHITE PRINT AD

_____ (# of ads)
 Specify bi-monthly ad issue(s): _____
 Cost: _____

TOTAL Sponsorship Amount: _____

Client Signature: _____
 Client Printed Name and Title: _____

PAYMENT INFORMATION

Payment must accompany registration form. All remittance is due in US dollars.
 American Express Visa Mastercard Discover Check payable to The YGS Group

_____ Name on Credit Card

_____ Card Number 3-4-Digit Security Code Exp. Date

_____ Billing Address State/Province Zip/Postal Code

_____ Phone

*A 3% surcharge will be applied on all credit card transactions, which is not greater than our cost of acceptance. No surcharge is applied to payments made via ACH.

_____ Sponsor Initials

TERMS AND CONDITIONS

1. Parties. This Agreement is made between the Foundation for Accounting Education, Inc., a New York not-for-profit corporation ("FAE"), and the sponsoring organization, identified in the agreement as "Sponsor". The YGS Group is working on behalf of FAE as an independent contractor and agent of FAE.

2. Obligations of Sponsor. Sponsor shall be responsible for the following:

- A. All costs relating to signage, setup, breakdown, delivery, and removal of Sponsor's materials, including security for any property belonging to Sponsor or Sponsor's representatives.
- B. Arranging hotel accommodations for Sponsor's representatives.
- C. Compliance with all reasonable instructions by representatives of FAE regarding
 1. Composition and location of Sponsor exhibits, including, but not limited to: companies represented; products, systems, services; booth graphics; printed matter distributed at the Event or the reception.
 2. Souvenirs and give-aways.
 3. Sponsor representative attire.
 4. Placing, arranging, and appearance of all items displayed by the Sponsor.
 5. Sound or odor emanating from Sponsor's display.
 6. All other features related to Sponsor's resource table display and conduct of Sponsor's representatives.
- D. Liability for any damage caused by Sponsor's display to building floors, walls, or columns, or to other exhibitors' property.
- E. Accepting full responsibility for compliance with national, state, and city laws, ordinances, and regulations in connection with Sponsor's display. In addition, Sponsor may not conduct a lottery or contest without the advance, written approval of FAE or use flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire laws, ordinances, or regulations, in connection with Sponsor's display.

3. Sponsorship. The Sponsor's involvement with FAE's activities will be limited in scope, consistent with FAE's nonprofit status and federal tax exemption requirements. FAE's acceptance of the Sponsorship Fee does not suggest or convey FAE's approval, endorsement, certification, acceptance, or referral of any product or service of the Sponsor. No written or oral statements or materials developed or intended for use in connection with the Sponsor's support for FAE or the Event will be used without the advance review and written approval of FAE. FAE will provide appropriate and grateful acknowledgment and recognition of the Sponsor's support, consistent with applicable provisions of the Internal Revenue Code and Internal Revenue Service regulations; the nature and extent of that acknowledgement and recognition are also described in this Agreement.

4. Limited Mutual Licensing of Intellectual Property. By executing this Agreement, FAE and the Sponsor each are providing to the other a limited nonexclusive license to use each other's name, logo, and other pertinent trademarks, service marks, copyrights, or other intellectual property solely in connection with the Event. No other uses of FAE's or the Sponsor's intellectual property are permitted or authorized by this Agreement. Any use of this intellectual property by one party shall be approved in writing and in advance by the other. Submission

of copy by the Sponsor as described above shall be deemed to satisfy the requirement for advance written approval for the use of such copy.

5. Mutual Protection of Confidential Information. If FAE or the Sponsor comes into possession of trade-secret or confidential information of the other in connection with the Event, each will avoid disclosure of that trade secret or confidential information using the equivalent methods and means that each would use to protect its own trade-secret or confidential information, each will use its best efforts to avoid disclosure of confidential information by officers, directors, employees, volunteers, agents, or consultants without the written approval of the other party that owns the trade secret or confidential information. Contact information for attendees may be collected by Sponsor during the event; but no attendee contact information will be provided by FAE to Sponsor. Attendee lists and lists of members of the New York State Society of Certified Public Accountants, together with their contact information, shall be deemed to be confidential information.

6. FAE Right of Cancellation. FAE may cancel this contract at any time and return Sponsor's payments. FAE shall not be responsible for any costs incurred by Sponsor in connection with the Event. In the event FAE cancels the contract, no further use may be made by either party of the other's intellectual property or of any statements or materials of the other developed or intended for use in connection with the Event without written approval.

7. Termination and Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control ("Force Majeure Event") making it illegal or impossible to hold the Event or the reception, including, but not limited to, war, disasters, fire, accidents, or other casualty, acts of God, strikes or threat of strikes, civil disorder, curtailment of transportation services or closure of transportation facilities, acts or threats of terrorism, outbreak of serious infectious disease, acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any government body, or similar cause beyond the control of either party. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed or prevented by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented. If either party terminates or suspends its obligations because of a Force Majeure Event, the other party's obligations will also be terminated or suspended.

8. Indemnification. Sponsor ("Indemnifying Party") agrees to indemnify and hold harmless FAE, The YGS Group, and their respective officers, trustees, directors, employees, affiliates and agents and consultants (collectively, the "Indemnitees") from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys' fees, costs and other expenses, incurred by the Indemnitees on account of any act, omission, breach of this Agreement, claims against the ads or creative materials provided by the Indemnifying Party, or other activity conducted by the Indemnifying Party or its agents, consultants, or employees in connection with this Agreement.

9. Limitation of Liability. FAE, The YGS Group, and their respective affiliates or contractors shall not be liable for any indirect, incidental, special, punitive, or consequential damages, or for any lost or imputed profits or revenues or lost data or costs of cover arising from or related to the Event, the sponsorship contemplated in this Agreement,

or either party's performance or nonperformance under this Agreement, regardless of the legal theory under which such liability is asserted and regardless of whether a party has been advised of the possibility of any such liability. FAE's and The YGS Group's total aggregate liability arising from or related to this Agreement shall in no event exceed the total amount of the Sponsorship Fee.

10. General Provisions

A. Incorporation of Recitals. The foregoing recitals are made a part of this Agreement.

B. Survival of Obligations. The obligations described in paragraph 5, regarding Mutual Protection of Confidential Information, and paragraphs 8 & 9, regarding Indemnification, shall survive any cancellation or expiration of this Agreement.

C. Nontransferability. No party may assign or otherwise transfer its rights or obligations under this Agreement without the written consent of the other party.

D. Independent Contractor. The parties agree that Sponsor is an independent contractor and that this Agreement is not intended to create any agency relationship of any kind; both parties agree not to contract any obligations in the name of the other or to use each other's credit in conducting any activities under this Agreement. Likewise, as an independent contractor, Sponsor will be solely responsible for all taxes, insurance, and benefits (except as otherwise agreed to be paid or reimbursed in writing by FAE).

E. Entire Agreement and Amendment. This Agreement, along with any attachments and addenda, constitutes a fully valid agreement binding on all parties hereto. This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the party against whom enforcement is sought.

F. Waiver. 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.

G. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

H. Notices. Notices required by this Agreement shall be in writing and shall be sent by personal delivery, mail, or other reliable manner of delivery. All notices and other written communications under this Agreement shall be addressed if to Sponsor as indicated in Paragraph 1 above or if to The YGS Group as follows: The YGS Group 3650 West Market Street, York, PA 17404.

I. Governing Law. This Agreement shall be governed by and interpreted in accordance with the applicable provisions of the laws of the State of New York with respect to agreements made and to be performed wholly within the State of New York.

Severability & Reformation. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby. In the event that any of the provisions of this Agreement are not enforceable in accordance with its terms, both parties agree that such section shall be reformed to make such section enforceable in a manner which provides FAE the maximum rights permitted at law.