

MBA's 2019
**CHAIRMAN'S
CONFERENCE**

JUNE 2-5
SILVERADO RESORT
NAPA, CA

Sponsorship Program

June 2-5, 2019

**Silverado Resort,
Napa, CA**

**NOTE: MBA Regular Membership or
Premier Associate Membership is a
prerequisite to hold Sponsorships at
MBA's Chairman's Conference.**

Sponsorship packages may be customized
upon request; additional charges may apply.

Additional event and/or collateral items may
be added; please call for current availability.

Additional signage and Sponsor ID's are
provided wherever a networking event is
sponsored.

Sponsorship of collateral items must be
secured before production deadlines to
guarantee delivery.

Previous sponsors have a limited time in
which to renew packages marked on hold. All
other sponsorship requests will be honored on
a first-come, first-served basis.

For more information on sponsorship
opportunities at MBA's Chairman's
Conference 2019, please contact Kim Newell:
(202) 557-2791 or knewell@mba.org.

Information accurate as of 3/4/2019

MBA

MORTGAGE BANKERS ASSOCIATION

MBA's Sponsorship Program

2019 Chairman's Conference

MBA's 2019 Chairman's Conference attendees are exclusively Senior Executives of regular MBA member firms, members of MBA's Board of Directors and Board of Governors, and Premier Associate members. Sponsorship of the Chairman's Conference is a high visibility, cost-effective way to network with the C-Suite elite of MBA's membership. The various levels of conference sponsorship mean you can tailor a visibility program to meet your specific needs and position your company as a leader in the industry.

All sponsorships include:

- ♦ A full-page ad in the official Conference notebook
- ♦ Signage prominently displayed onsite at the Conference
- ♦ Electronic delivery of Conference attendee mailing list

Conference Sponsorship Opportunities

Diamond Sponsor

Benefits: In addition to the regular sponsorship benefits, a Diamond sponsor will have the opportunity to introduce the following General Session speaker:

- ♦ Welcoming Reception and Dinner (Sunday) - **ON HOLD**
- ♦ Conference Hotel Keys - **Available**
- ♦ Networking Reception & Dinner (Monday) - **ON HOLD**

Platinum Sponsor

Benefits: In addition to the regular sponsorship benefits, a Platinum sponsor will have the opportunity to brand one of the following events:

- ♦ General Sessions – (1) **ON HOLD**
- ♦ Reception & Dinner (Tuesday) - **Available**

Gold Sponsor

Benefits: In addition to the regular sponsorship benefits, a Gold sponsor will have the opportunity to brand one of the following items/events:

- ♦ Golf Outings - **ON HOLD**
- ♦ Hospitality & Registration Lounge - **ON HOLD**
- ♦ Networking Breakfast - **ON HOLD**

Silver Sponsor

Benefits: In addition to the regular sponsorship benefits, a Silver sponsor will have the opportunity to brand one of the following items/events:

- ♦ Attendee Lunches - **Available**
- ♦ Refreshment Breaks - **ON HOLD**
- ♦ Spouse Breakfast- **ON HOLD**
- ♦ Residential Breakout Session - **ON HOLD**
- ♦ Commercial Breakout Session - **Available**

Bronze Sponsor

Benefits: Regular sponsorship benefits, a Bronze sponsor will be recognized in all promotional print and digital materials as a sponsor of the event.

Please call

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APPLICATION INSTRUCTIONS

• **FAX** your completed application with credit card information to: **(202) 621-1591**

• **MAIL** your completed application and payment to:

Mortgage Bankers Association
Attn: Kim Newell
1919 M Street NW, 5th Floor
Washington, DC 20036

MBA

MORTGAGE BANKERS ASSOCIATION

Application for Sponsorship

MBA's 2019 Chairman's Conference – Event 2192078S - Source Code SPONSALE

Sponsorship Opportunities*

Please check box and note preferred item/event

- Diamond Sponsorship: \$25,000 _____
- Platinum Sponsorship: \$20,000 _____
- Gold Sponsorship: \$15,000 _____
- Silver Sponsorship: \$12,500 _____
- Bronze Sponsorship: \$7,500 _____

**Pricing shown is for MBA member firms; a 50% surcharge applies for non-members.*

Individual Contact Information

NAME _____ TITLE _____

COMPANY _____ E-MAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

Company Information

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

WEB SITE _____

Payment Information

Payment enclosed (make check payable to MBA)

Bill my: Visa Mastercard American Express

CARD# _____ EXP. DATE _____ AMOUNT _____

NAME ON CARD _____

ADDRESS IF DIFFERENT FROM ABOVE _____

SIGNATURE _____ DATE _____

Previous sponsors have a limited time in which to renew packages marked on hold. All other sponsorship requests will be honored on a first-come, first-served basis. For more information on sponsorship opportunities at MBA's Chairman's Conference 2019, please contact Kim Newell: knewell@mba.org or **(202) 557-2791**.

Contract Information

Sponsorship agreements are final and non-refundable when confirmed in writing by MBA. By submitting this application, Sponsor agrees to the terms set forth above and on the following pages.

Sponsor's Contract

A. Scope. This contract relates to the conference presented by the Mortgage Bankers Association ("MBA") as identified in the companion Sponsorship Program and Application ("Application"). The completed Application incorporates by reference all of the terms of this master Sponsor's Contract ("Contract"). In submitting a signed Application, Sponsor agrees to the terms set forth in this Contract. "Event" refers to the MBA conference referenced in the Application. "Sponsor" is an entity whose Application has been accepted by MBA. Subject to the availability of sponsorships at the level selected, the Application for Sponsorship for an Event becomes a binding contract upon MBA's issuance of a confirmation notice after receiving a fully completed Application and good funds in the full amount owed.

B. Objectives of MBA Events. MBA's primary objective for each Event is to provide a unique educational framework for the dissemination of new ideas in the real estate finance industry. This objective is accomplished through the assembly of leaders from either a broad or targeted range of industry participants and the presentation of program activities to facilitate the exchange of information directed at solving needs related to the financing of either commercial or residential real estate, or both.

C. Terms of Sponsorship.

i) Sponsor agrees to sponsor the Event and to make a contribution in the amount and in the manner specified in the Application for the Sponsorship level selected by Sponsor. It is understood and agreed that Sponsor's sponsorship of the Event is not contingent upon any specific attendance levels or other manner of participation by MBA members and non-members at the Event. The payment schedule for the sponsorship contribution is set forth in the Application. To the

extent that any portion of a payment under this Section C(i) would not (if made as a separate payment) be deemed a qualified sponsorship payment under Section 513(i) of the Internal Revenue Code of 1986 (the "Code"), such portion of the payment shall be deemed and treated as a separate payment.

ii) During the term of this Contract, MBA hereby agrees to identify and acknowledge Sponsor as a sponsor of the Event at the level identified on the Application. Such identification and acknowledgment may include displaying Sponsor's corporate logo and certain other identifying information [as permitted in connection with qualified sponsorship payments under Section 513(i) of the Code and the Treasury regulations thereunder] on the MBA Event Website in connection with the Event, and on other appropriate promotional media and materials in connection with the Event, as set forth in the Application.

iii) For those sponsorship levels that include priority opportunity for meeting room and/or exhibit space assignments, as stated in the Application, MBA will process meeting room and exhibit space requests on a first come/first served and space-available basis. Availability will be limited. In addition, meeting room and exhibit space requests will be subject to additional production charges, based on space size and use.

iv) If Sponsor's level includes a specified number of complimentary registrations for the Event, complimentary badges will be issued in the name of designated Sponsor employees only, and may not be traded to, and/or used by, nonemployees or non-registrants. If MBA finds that Sponsor's complimentary badges are traded or otherwise used improperly, MBA may, at its discretion, seize the badges, expel Sponsor personnel from the Event, and/or prohibit Sponsor from future sponsorship opportunities.

D. Name and Logo Usage.

i) Sponsor hereby grants MBA a limited, non-exclusive, revocable license to use Sponsor's name, acronym, and logo for the sole purpose of identifying and acknowledging Sponsor's sponsorship of the Event. The placement, form, content, appearance, and all other aspects of such identification and acknowledgement shall be determined by MBA in its sole discretion, which determination shall not be unreasonable. Notwithstanding the foregoing, MBA will make commercially reasonable efforts to confer with Sponsor before making its decision(s).

ii) On or before applicable deadlines, Sponsor shall provide to MBA all necessary logos and other information, content and materials (in printed, electronic and/or other form) for use in connection with its sponsorship of the Event.

iii) MBA hereby grants to Sponsor a limited, non-exclusive, revocable license to use MBA's name, acronym, and logo for the sole purpose of promoting Sponsor's sponsorship of the Event.

iv) A party's name, acronym, logos and other trademarks ("Marks") are and will remain its property. Each party specifically warrants that it owns and has all necessary rights to the Marks licensed hereunder. Neither party will take any action that jeopardizes the other party's proprietary rights or acquire any rights in the Marks, nor revise or alter the Marks in any way. The Marks must be displayed in the same form (and colors) as provided by each party. Each party's right to use the other's Marks hereunder will terminate upon termination of this Contract.

E. Event Website Hyperlink.

During the term of this Contract, Sponsor shall be permitted to maintain an Internet hyperlink on the MBA Event website. In connection with such hyperlink, Sponsor agrees and acknow-

ledges that MBA does not endorse, approve, certify, or control Sponsor's website and does not warrant, guarantee or make any representations regarding the accuracy, completeness, efficacy, timeliness, merchantability, or fitness for a particular purpose of the content or data located on such site. Reference on the Sponsor website to any specific product, process or service does not constitute or imply endorsement, recommendation or favoring by MBA. MBA is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, reliance on, or performance of such content or data. Sponsor agrees to display a commercially reasonable privacy policy and to employ commercially reasonable data security on its website.

F. Event Mailing List. MBA grants to Sponsor a non-exclusive, non-transferable, revocable limited license to use only once the Event attendee mailing list ("Mailing List"). Sponsor acknowledges and agrees that the Mailing List shall remain the sole property of MBA. Sponsor further agrees that it will contact the names on the mailing list only once and it will not disclose, directly or indirectly, the list source. Sponsor will not copy, disclose, distribute (including to Sponsor's affiliates), lease, sublicense, enter into a computer database for future use, modify or use the Mailing List in creating a derivative work, use it for other mass mailings, or use or transfer it in any other form or manner, electronic or otherwise. To prevent the improper use of the Mailing List, it is understood and agreed that the usage of the Mailing List may be monitored by a combination of one or more methods of security (such as address seeding), to which Sponsor agrees. Use of the list other than as described in this paragraph may disqualify Sponsor from future sponsorship opportunities and may subject Sponsor to additional usage charges. **MBA MAKES NO**

WARRANTIES AS TO THE CONTENTS OF THE LIST, INCLUDING ITS ACCURACY OR COMPLETENESS.

G. Cancellation and Force Majeure.

i) Sponsor specifically recognizes that MBA will be harmed if Sponsor cancels its sponsorship at any time after this Contract goes into effect. Should Sponsor cancel participation at any time (except as permitted in Section H (i)(b) due to MBA's material breach) or fail to make any payment that becomes due, Sponsor forfeits all monies paid and all right to sponsorship benefits. Upon MBA's cancellation of the Event for any reason, the liability of MBA shall be limited to a refund of fees paid by Sponsor. In the event of any such cancellation, all rights, duties, liabilities, and obligations hereunder shall terminate.

ii) Neither MBA nor Sponsor shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, act of terrorism, or other violence, or any law, order or requirement of any governmental agency or authority provided that the party experiencing the delay works diligently to overcome the cause of the delay as expeditiously as possible.

H. General Terms and Conditions.

i) The following shall govern term and termination of this Contract:

a. This Contract shall commence as specified in Section A above and will terminate upon fulfillment of the parties' obligations pertaining to the Event.

b. In the event either party commits a material breach of any provision contained herein, which remains uncured after thirty (30) days written notice specifying the breach, the non-breaching party may terminate this Contract. If MBA terminates this Contract due to Sponsor's breach, MBA will not refund any amounts paid.

c. Upon termination of this Contract, each party agrees to return any intellectual property provided by the other party and discontinue use of the other party's intellectual property. In the event this Contract is terminated for material breach of a party following the commencement of the Sponsorship activities, the parties agree to nonetheless cooperate to the extent necessary to avoid interruption of the Event which may include continued use of Sponsor's name in printed materials related to the Event. Such cooperation shall not be construed or operate to waive any claim or defense a party may have.

d. In addition, Sponsor may terminate this Contract upon written notice to MBA if it determines that (I) a governmental, regulatory, or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board, or the Securities and Exchange Commission), or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Sponsor's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules; or (II) circumstances change (including, without limitation, changes in ownership of MBA or any of its affiliates) such that Sponsor's performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules or (III) if, in the professional judgment of those partners responsible for the oversight of independence for Sponsor and its subsidiaries, such termination is necessary to avoid impairing or appearing to impair the independence of Sponsor, any of its affiliates, or other member firms of Sponsor, and their respective affiliates, with respect to the provision of attest services to any client or potential client in accordance with applicable laws, regulations or professional

standards, including, without limitation, the professional standards of the American Institute of Certified Public Accountants and the rules promulgated by the Securities and Exchange Commission to implement the Sarbanes-Oxley Act of 2002.

ii) Sponsor assumes entire responsibility, and hereby agrees to protect, indemnify, defend and save harmless MBA, and the Event facility, its officers; directors; owners; and affiliated companies; and all employees and agents of all of them (collectively, 'Indemnitees') against any personal injury caused by Sponsor or its officers, agents, employees or guests. In addition, Sponsor agrees to indemnify and hold harmless the Indemnitees from any and all claims, damages, losses or exchanges, however incurred, and including reasonable attorneys' fees and costs, arising from any claim resulting, in whole or in part, from (a) Sponsor's material breach of this Contract; (b) the negligent or willful act or omission by Sponsor or any of its employees, agents, vendors, contractors, or subcontractors in connection with the use of the Mailing List; (c) MBA's publication of Sponsor's Marks pursuant to this Contract; and (d) the contents or subject matter of Sponsor's website linked to the MBA Event website.

iii) Sponsor shall, at its sole expense, carry and keep in full force and effect at all times during the term of this Contract appropriate levels of insurance applicable to its activities under this Contract. Sponsor acknowledges that MBA does not maintain insurance covering Sponsor's property, and that it is the sole responsibility of Sponsor to maintain appropriate insurance covering losses by Sponsor relative to its property.

iv) **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR**

LOST BUSINESS, WHETHER IN AN ACTION IN CONTRACT OR TORT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

v) **SPONSOR ACKNOWLEDGES THAT THE MBA EVENT WEBSITE IS OPERATED ON AN "AS IS" BASIS, AND THAT MBA MAKES NO WARRANTY THAT ITS SITE WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE UNINTERRUPTED.**

vi) Sponsor shall comply with all Federal, state and local laws and MBA has no responsibility for Sponsor compliance with applicable laws.

vii) It is not the intention of Sponsor or MBA that the parties exchange any confidential information during the term of this Contract. Should either party decide to share such information in its performance of this Contract, it shall so notify the other party, and if such party has no objection to receiving the information the parties will enter into an appropriate nondisclosure agreement.

viii) This Contract and the rights granted to Sponsor hereunder are non-exclusive and, among other things, MBA reserves the absolute right to enter into similar agreements with third parties related to additional sponsorship opportunities for the Event.

ix) This Contract shall be governed by, construed and enforced according to the laws of the District of Columbia (excluding its choice of law rules). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of Washington, D.C., which shall be the exclusive venue for any disputes relating to this Contract.

x) This Contract may be amended or modified at any time by a writing executed by both parties hereto. Notwithstanding the foregoing, MBA shall have the power to make, from time to time, such reasonable amendments thereto and to set such further terms and conditions as it reasonably considers necessary for the proper conduct of the Event, provided, such new terms and conditions do

not materially alter or diminish the contractual rights of Sponsor.

xi) The failure of a party to enforce a term or condition of this Contract in one instance shall not be construed to limit that party's right to enforce the term or condition in any other instance. Neither shall it be construed to affect a waiver of any other term or condition of this Contract.

xii) Sponsor shall not assign or delegate Sponsor's rights or obligations under this Contract without MBA's prior written consent.

xiii) All provisions of this Contract are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the agreement shall remain in full force and effect.

xiv) All rights and remedies herein are cumulative and in addition to all other rights and remedies available at law or in equity.

xv) The representations, warranties, limitation of liability, confidentiality, accrued payment obligations, and indemnities set forth in this Contract shall survive the expiration or other termination hereof.

xvi) This Contract constitutes the sole agreement of the parties with respect to the subject matter hereof and supersedes all previous written and oral agreements and understandings between the parties with respect to such subject matter. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.