



# Sponsorship Opportunities

Be a Sponsor at MBA's Secondary & Capital Markets  
Conference & Expo 2024

May 19 - 22, 2024 | New York Marriott Marquis

**MBA**<sup>®</sup>

# Showcase Your Brand

Become a sponsor of **MBA's Secondary & Capital Markets Conference & Expo**, May 19 - 22 in New York City, and use our in-person event experience to connect with leads and grow your business. Take a closer look at the ways you can boost your profile as a sponsor in front of a qualified audience of secondary and capital market professionals in the real estate finance industry.

# MBA's Secondary & Capital Markets Conference & Expo 2024 Sponsorship Packages

We offer a variety of packages to help you meet your sales goals and allow for greater visibility and flexibility. As a sponsor, your logo will be displayed prominently onsite and included in pre-convention communications. Take a look at the benefits of each category and the opportunities and pricing available at each level. Contact Kim Newell via [email](#) or at (202) 557-2791 with any questions you may have.



## Sponsorship Has Its Benefits

Benefits	Diamond	Platinum	Gold	Silver	Bronze
Sponsor logo / signage prominently displayed onsite	✓	✓	✓	✓	✓
Sponsor logo in conference advance marketing communications	✓	✓	✓	✓	✓
Sponsor listing and logo on the conference website	✓	✓	✓	✓	✓
Email delivery of attendee mailing lists, pre- and post-event	✓	✓	✓	✓	✓
Complimentary sponsor registrations	6	5	4	3	2
Priority opportunity for meeting room and exhibit space assignments*	✓	✓	✓	✓	✓
High-rotation banner ad on conference website	✓	✓	✓		
Large-format signage onsite	✓	✓	✓		
Branded sponsorship item	✓	✓	✓	✓	
Digital Flyer included in Mobile App	✓	✓	✓	✓	✓

\*Bronze sponsors and above — while space is available. Meeting room and exhibit space requests are subject to additional production charges, based on space size and use.

# MBA's Secondary & Capital Markets Conference & Expo 2024

## Available Opportunities

<b>Diamond Opportunities</b>	<b>\$43,500</b>
Opening General Session Monday	SOLD
Conference Credentials	Available
<b>Platinum Opportunities</b>	<b>\$32,500</b>
mPower Event	SOLD
General Session Market Outlook	Available
Conference Bags	Available
Hotel Keys	SOLD
General Sessions Monday (2 Available)	Available
<b>Gold Opportunities</b>	<b>\$27,500</b>
Daily Conference Highlights Emails	Available
Secondary Social and Meet & Greet w/ Sports Star in THE HUB	SOLD
All Day Coffee Spot in the HUB	SOLD
Conference Pens	SOLD
Opening Reception in THE HUB	Available
Mobile App	Available

# MBA's Secondary & Capital Markets Conference & Expo 2024

## Available Opportunities

<b>Silver Opportunities</b>	<b>\$21,500</b>
Monday or Tuesday Daily Refreshment Breaks in THE HUB	Monday Available
Monday or Tuesday Continental Breakfasts	SOLD
Conference Notepads	SOLD
Breakout Tracks	SOLD
Monday or Tuesday Networking Luncheon in THE HUB	Available
<b>Bronze Opportunities</b>	<b>\$17,500</b>



## 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 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 Sponsorship amount owed.

### B. 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 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.

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.

### C. 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 such 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.



## Sponsor's Contract

### C. Name and Logo Usage. (Cont.)

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 it is licensing hereunder. Neither party will take any action that jeopardizes the other party's proprietary rights or acquire any rights in the other's 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, subject to Section G below.

### D. Event Website Hyperlink.

D. 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 acknowledges that MBA does not endorse, approve, certify, or control Sponsor's website or 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 Sponsor content or data. Sponsor agrees to display a commercially reasonable privacy policy and to employ commercially reasonable data security on its website.

### E. Event Contact List.

MBA grants to Sponsor a non-exclusive, non-transferable, revocable limited license to use only once the Event attendee contact list ("Contact List"). Sponsor acknowledges and agrees that the Contact List shall remain the sole property of MBA. Sponsor further agrees that it will contact the names on the Contact 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 Contact 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 Contact List, it is understood and agreed that the usage of the Contact List may be monitored by MBA using a combination of one or more methods of security (such as address seeding), to which Sponsor agrees. Sponsor agrees that all Contact List usage will be in compliance with all applicable laws and regulations, including those governing data privacy. Use of the Contact 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.** Sponsor understands and acknowledges that in some cases MBA may require attendees to opt-in to have their contact information provided to third parties and in such cases, the Contact List will contain only those attendees who have done so.

### F. 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 G(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) Notwithstanding the foregoing, neither MBA nor Sponsor shall be liable or deemed to be in default of any provision of this Agreement for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, failure of the Internet, fire or other casualty, act of God, riot, strike or labor dispute, war, act of terrorism, or other violence, pandemic or other emergency making it unsafe, impossible or illegal to perform under the Agreement, or any law, order or requirement of any governmental agency or authority, provided that the party experiencing the delay shall notify the other party of the force majeure condition and work diligently to overcome the cause of the delay and resume performance as expeditiously as possible. In the case of a force majeure event which causes the Event to be cancelled or postponed more than three months, without a reasonable substitute, Sponsor will be entitled to a full refund of amounts paid.

## Sponsor's Contract

### **G. 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 fifteen (15) days written notice specifying the breach, the non-breaching party may terminate this Contract with notice to the other. 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 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. Upon termination of this Contract for any reason, and regardless of the timing of such cancellation, Sponsor will no longer have any right to any complementary products or services that would otherwise have been provided to Sponsor including without limitation, complementary conference registrations.

ii) Sponsor agrees to comply with all reasonable Covid-19 prevention protocols instituted by MBA and the venue. As an Event Sponsor, Sponsor acknowledges that its participation at the Event is voluntary and by its participation and attendance assumes all risks of COVID-19 associated with participation in an event of this type and size.

iii) Sponsor assumes entire responsibility, and hereby agrees to protect, indemnify, defend and save harmless MBA and the Event facility, including each's officers, directors, owners, affiliated companies, employees and agents (collectively, 'Indemnitees') against any personal injury caused by Sponsor or its officers, agents, employees or Sponsor guests. In addition, Sponsor agrees to indemnify and hold harmless the Indemnitees from any and all claims, damages, and losses, however incurred, and including reasonable attorneys' fees and costs, arising in whole or in part, from (a) Sponsor's material breach of this Contract, including without limitation the unauthorized use of the Contact List by Sponsor or any of its employees, agents, vendors, contractors, or subcontractors; and (b) the negligent or willful act or omission by Sponsor or any of its employees, agents, vendors, contractors, or subcontractors.

iv) 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 Sponsor losses relative to its property.

v) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CON-SEQUENTIAL, 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.

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

vii) Sponsor and MBA shall comply with all Federal, state and local laws and neither party has any responsibility for the other's compliance with applicable laws.

viii) 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.

## Sponsor's Contract

### **G. General Terms and Conditions. (Cont.)**

ix) 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.

x) 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.

xi) This Contract may be amended or modified only 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.

xii) 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.

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

xiv) 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.

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

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

xvii) 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.

**Thank you!**

**MBA<sup>®</sup>**

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MORTGAGE BANKERS ASSOCIATION