2025 AIAA AVIATION Forum & ASCEND

Ceasars Forum, Las Vegas, NV July 21 - 25, 2025

Contact Information					
Company Name					
Contact NameTitle					
Phone	Phone				
Web Site					
Address					
City		State	Zip/Postal Code	Country	
Sponsorship Opportunities					
□ Sponsorship Item: <u>EVENT INTEREST</u> : AVIATION ASCEND					
			TOTAL: \$		
Payment Information Cancellation Penalties					
Initials	Deposit and Pa	vment Schedule	Cancellation Pe	nalties Initials	
	Full Payment Due 3	0 Days Prior to Event	After June 21, 202	5 - 100%	
Mail payments to:					
AIAA 12700 Sunrise Valley Dr, Suite 200 ◆ Reston, VA 20191 Tel: 703-264-7576 ◆ Email: pauld@aiaa.org Credit Card Payment					
□ Visa □ MasterCard □ American Express					
Click HERE for Credit Card Payment Amount: \$					
Signature:					
This sponsorship application will become a contract upon acceptance with authorized company signature and is based upon the sponsor offerings, sponsoring fees, rules governing the exposition and general information that is included with this document.					
Authorized Company Signature					
Printed NameTelephone					

AIAA 2025 Sponsorship Terms & Conditions

THIS SPONSORSHIP AGREEMENT (the "Agreement"), is entered into by and between the American Institute for Aeronautics and Astronautics (AIAA) and Sponsoring Company (Sponsor), and shall become a contract upon execution. This Agreement shall confirm the details of Sponsor's sponsorship of AIAA AVIATION Forum & ASCEND 2025 (Event) being held July 21-25, 2025.

The individual executing this Contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Company.

IN CONSIDERATION of the mutual undertakings and promises of the parties as set forth below, the parties agree as follows:

1. SPONSORSHIP

- 1. AIAA and Sponsor will develop and execute the sponsorship in accordance with the terms and conditions set forth in this Agreement and as set forth in any Attachments and/or Exhibits to the Agreement. AIAA and Sponsor agree they will perform their duties and responsibilities in a professional manner consistent, at all times, with industry standards and in accordance with applicable laws and regulations.
- 1.1. In consideration of the rights granted in the Agreement, Sponsor agrees to pay AIAA a Sponsorship Fee as defined on page one of this Agreement. Balance of the Sponsorship Fee is to be paid 30 days prior to start of event. For the Sponsorship Fee, AIAA agrees to provide Sponsor services as outlined in the attached Sponsorship Prospectus.

2. INTELLECTUAL PROPERTY

- 2.1 Each party is granted a nontransferable, non-exclusive license to use the other party's materials, marks and logos (collectively "Intellectual Property") solely for the promotion and execution of the Sponsorship at the Event as set forth herein and only during the agreed upon period. Any such use shall be professional and in good taste and shall not claim or imply an endorsement by one party of the other party, its products, or services.
- 2.2 Upon expiration or termination of the Sponsorship, each party will cease using the other party's Intellectual Property and to the extent possible will, at the request of the other party, either destroy or return such Intellectual Property to the other party.
 2.3 AIAA will remove a sponsor's logo from its website within 90 days of the close of an event, however, in some cases for archival purposes we may leave the sponsor's logo visible for a longer period, or it may remain visible via an internet search when AIAA no longer has the page visible and under its control.

3. EFFECTIVE DATE, TERM, AND TERMINATION

- 3.1 Effective Date and Term: Unless the Agreement is terminated earlier in accordance with its terms and conditions, the term of this Agreement shall commence on the Effective Date and terminate at the conclusion of the parties obligations pertaining to the Event.
- 3.2 In the event either party commits a material breach of any provision contained within the Agreement, and such breach remains uncured after thirty (30) days written notice specifying the breach, the non-breaching party may terminate the Agreement. Upon expiration or termination of this Agreement each party agrees to timely comply with the terms of Section 2.2 above. In the event this Agreement is terminated for material breach of a party following the commencement of the Event and/or Sponsorship activities, the parties agree nonetheless to cooperate to the extent necessary to avoid interruption of the Event. Such cooperation shall not be construed to waive any claim or defense a party may have.
- 3.3 In the event of cancellation by Sponsor, AIAA shall determine an assessment covering the resale of sponsorship, prior services performed, and other damages related to cancellation, according to the following schedule:

After June 21, 2025, 100% of total sponsorship fee. AIAA must receive written notification of the cancellation. Date cancellation notice is received by AIAA will determine above assessment charges. In the event of either a full or partial cancellation of space by a sponsor, AIAA reserves the right to resell canceled sponsorship, regardless of the cancellation

assessment. Subsequent resale of canceled sponsorship does not relieve the canceling sponsor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 30 days of cancellation.

3.4 Should the Event in this Agreement be canceled or postponed by AIAA, either prior to the start of the Event or after the Event has officially commenced (determined by the earliest date and time listed in the Event program itinerary), AIAA will provide a credit equal to the Sponsor Fee paid under the terms of this Agreement for use at a future AIAA Event within a period of one (1) year from the start date of the canceled Event. This shall be sponsor's sole remedy. Any sponsor credit not used toward a Sponsorship of another AIAA event within the one year period following the canceled event may be applied to AIAA Corporate Membership dues or donated to the AIAA Foundation. After the expiration of the one (1) year period following the canceled Event any unused sponsor credit not used or applied as provided in Section 3.3 above will be forfeited by the Sponsor.

4. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any indirect, incidental, consequential, special, or exemplary damages (even if that party has been advised of the possibility of such damages), arising from breach of this Agreement, or any provision of this Agreement, such as, but not limited to loss of revenue or anticipated profits or lost business.

5. FORCE MAJEURE

Neither party shall be liable to the other in the event its failure to perform its obligations under the terms of the Agreement results from: (i) compliance with any law, ruling, order, regulation or order of any court or government decision or action of competent jurisdiction; (ii) acts of God or other circumstances beyond the reasonable control of the parties; (iii) acts or omissions of the other party; (iv) fires, strikes, embargoes, war, acts of domestic terrorism, civil insurrection or riot, (v) a weather event or curtailment of transportation facilities preventing or unreasonably delaying [at least 25% of attendees and guests from attending the Event, or (vi) or other emergency beyond the party's control making it inadvisable, illegal or impossible to hold the Event or which materially affects a party's ability to perform its obligations here under. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or part, as may be reasonable under the circumstances. The terminating party shall endeavor to give notice of termination to the other party as soon as reasonably practicable in an effort to minimize the impact of termination.

In the event of a termination as a result of a Force Majeure event as defined above, neither party will have any liability to the other party hereunder.

6. PAYMENT

- 6.1 Payment in full due 30 days out from event.
- 6.2 Notice: Upon confirmation of this agreement, AIAA will record this transaction as receivable income and outstanding or overdue invoices become subject to audit by AIAA's third party auditors. Additionally AIAA's staff, audit committee and board of directors may review and use various methods to collect invoices that are significantly past due, including a restriction on personal or corporate member benefits, or access to AIAA products, events and services.