



## Sponsorship and Exhibitor Packet

Presented by:



the national association  
for  
**BALANCED MOMS**

[www.NAFBM.org](http://www.NAFBM.org)



a moms night out  
**Extravagance**  
Recharge. Rejuvenate. *Let Loose!*

**When:** Friday, May 17, 2013 - 7:00p to 11:00p

**Where:** Crown Plaza Hotel  
3131 S. Bristol St.  
Costa Mesa, CA

**Expected Attendee Count:** 100+ attendees

**Set-up and Breakdown Times:**

Set-up Time: 5:30p - 6:30p  
Registration Opens: 6:45p  
Breakdown Time: 11:00p - 12:00a

**Event Activities Include (subject to change):**

- \* Fabulous Food
- \* Mom Comedy Show
- \* Boutique Fashion Show
- \* Mamatini Bar
- \* Diva Dessert Bar
- \* Music & Dancing
- \* Mini Mama Massages
- \* Burlesque Dance Party
- \* Amazing Door Prizes
- \* Party Swag Bags

**Event Attendees:** Moms - Mom Entrepreneurs, Working Moms, Stay at Home Moms, Business Women, Grandmothers. Median Age range - 35 to 45.

Residents of the surrounding areas of Costa Mesa, Newport Beach, Huntington Beach, Irvine, Tustin, Santa Ana, Seal Beach and Long Beach.

**Exhibitor Exclusivity:** No competing organizations in one industry.  
\*Only 8 exhibitor spaces available.

**Exhibitor Terms & Conditions:**

Available to download on [www.mno.nafbm.org/sponsor/](http://www.mno.nafbm.org/sponsor/)

**For more information, please contact Sarah Withey, Director of Events  
(949) 407-9086 or email her at [sarah@nafbm.org](mailto:sarah@nafbm.org).**



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# 2013 Sponsorship & Exhibitor Opportunities

For more information, please contact:  
 Sarah Withey, Director of Events  
 (949) 407-9086 or email her at [sarah@nafbm.org](mailto:sarah@nafbm.org)

Sponsorship Benefits	Presenting Sponsor	Party Sponsor	Exhibitor
8' x 6' Space: Includes 6' table (white draping) and 2 chairs *WiFi not available *Power supply may be additional fee	\$1000	\$250	Members*: \$118  NonMembers*: \$138
Official Sponsors of the Event	Yes		
Opportunity for Speaking Slot on Main Stage	Yes - 10 min	Yes - 3 min	Yes - 3min
Event Admission Passes *Additional passes @ 10% off	5	2	1
<b>Exclusivity:</b> No competing organizations in one industry	Yes	Yes	Yes
Annual NAFBM Basic membership	Yes	Yes	Yes
<b>Pre-Event Marketing</b>			
Logo on event page of NAFBM.org website w/ link	Yes - Large logo	Yes	
Logo placement on all printed marketing material	Yes	Yes	
Logo image on all e-blast email communications	Yes	Yes	
Social Media Promo Shout Outs	4 - 1x/week	2 - 2x/month	
Sponsorship Recognition in Press Releases	Yes		
<b>Advertisement Marketing</b>			
Full color advertisement in The Balanced Mom Magazine (Spring or Fall 2013 Issue)	Full Page - Cover side	Half Page	Quarter Page
Logo in the magazine's Interactive Website (Spring or Fall 2013 Issue)	Square Logo / Link	Listing Logo / Link	Listing Logo / Link
Logo image in the Events Section of The Balanced Mom eMagazine	Yes	Yes	Yes
<b>Event Marketing</b>			
Logo on Photo Backdrop	Yes		
Promotional item placement at each seat	Yes		
Promotional item in Party Swag Bags	Yes - Up to 3 items	Yes - Up to 2 items	Yes - 1 item
Logo placement on Event Posters and/or Banners	Yes	Yes	
<b>Post-Event Marketing</b>			
Logo on all post-conference communications	Yes	Yes	Yes
Social Media Shout Out - 1x after event	Yes	Yes	Yes

**Raffle Prize:** Please provide a Raffle prize of your choice to help support the event's chosen charity. The drawing takes place about 30 minutes prior to the close of the event.

**\*Are you an NAFBM Member?** You are an NAFBM Member if you purchased an annual or monthly membership or have sponsored, purchased a vendor table or registered to attend one of our last events (The Mom Entrepreneur Success Conference 2012 and/or the Mom's Wellness Retreat 2012).



# A Moms Night Out Extravagance Terms and Conditions

A Moms Night Out Extravagance on May 17, 2013 is produced by the National Association for Balanced Moms (NAFBM.org), hereafter referred to as "Management."

- 1. Agreement to all Terms, Conditions and Rules:** Exhibitor/ Sponsor ("Exhibitor") agrees to observe and abide by the Terms, Conditions and Rules set forth hereafter and by such additional Terms, Conditions and Rules made by Management on notice to Exhibitor from time to time for the efficient or safe operation of the Conference. Participation is subject to the approval of Management.
- 2. Payment Schedule:** Payment of 100% of the total cost must accompany the signed Terms and Conditions. An Exhibitor's check returned from the bank for any reason will result in forfeiture of priority in booth assignment and, depending on space availability, may result in denial of participation. There is a \$35 fee on all returned checks. No Exhibitor shall be allowed to set up unless full payment has been made.
- 3. Cancellation Policy:** Refunds will not be issued for cancellations within one month of the event. Any refunds prior to the one-month period before the event will incur a \$100 cancellation fee.
- 4. Marketing Activities:** For the purpose of promoting A Moms Night Out Extravagance, each party may use the other party's name and logo in pre-approved marketing and promotional materials according to each other's guidelines governing their use. Each party shall retain sole ownership of its own trademarks, trade name, and service marks. Nothing in the Agreement shall convey any rights or ownership in each other's trademarks, trade names, or service marks.
- 5. Limitation of Liability and Indemnity:**
  - \_ i. Neither Management nor the Show Building, nor any of their officers, agents, employees or other representatives shall be held liable for, and they are hereby expressly released from, liability for any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees, or other representatives, resulting from theft, fire, water, accident or any other cause.
  - \_ ii. The Exhibitor shall indemnify, defend and protect Management and the Show Building against, and hold and save Management and the Show Building harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which result from, arise out of or are connected with any acts, or failures to act, or negligence of Exhibitor, or any of its officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Terms, Conditions and Rules, and claims of damage or loss to any third party resulting from (i) any infringement of a copyright or patent or the unauthorized use of a trademark or (ii) Exhibitor's non-compliance with the Americans with Disabilities Act.
  - \_ iii. In no event shall Management or the Show Building be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibit Space, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in term, or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with the Agreement, or otherwise. Exhibitor agrees that the liability of Management for damages, regardless of the form of action, shall in any event be limited to the aggregate exhibit fees paid by Exhibitor under this Agreement.



# A Moms Night Out Extravagance Terms and Conditions

\_ iv. Exhibitor holds Management harmless for any damage to or loss of Exhibitor's displays and exhibits.

**6. Event Hours and Dates:** Exhibitor must adhere to the Event's opening and closing times. Booth must remain open and staffed throughout the entire Event, from 7:00p.m. - 11:00p.m. Set-up time is from 5:30 p.m. - 6:30p.m. on the day of the event. Exhibitor may forfeit fees and booth can be reassigned if not checked in and set up by 6:30 p.m. Exhibits must be open for business during all exhibit hours, and no dismantling or packing may be started before the official close of the Event. Management reserves the right to change show dates or location. Management will provide Exhibitor with proper notification in writing of any change in dates or location. Exhibitor reserves the right to cancel, without penalty, upon a reassignment of dates and location, without cause. Such cancellation must be made in writing by Exhibitor within 10 business days of notification of reassignment of dates or location.

**7. Assignment of Exhibitor Space & Equipment:** Exhibit space will be assigned by Management, who reserves the right to modify the floor plan to accommodate sales or relocate Exhibitors to avoid conflict, as necessary. Management reserves the right to determine final placement of Exhibitor. Exhibitor may not move to another booth location or otherwise relocate their assigned space without prior consent from Management. Any Exhibitor found reassigning booth space will forfeit fees and booth space. Management shall assign the Exhibit Space to Exhibitor for the period of the Conference only and does not imply that the same or similar space will be held or offered for future shows. Management reserves the right to terminate this Agreement, close the exhibit and remove the Exhibitor's property if Management determines in its sole discretion that Exhibitor is not eligible to participate in the Show or that Exhibitor's product is not eligible to be displayed in the Show.

Each exhibit space includes one 6 foot table, one white linen, and two chairs. All requests for additional items must be made in advance at additional charge. There will be no changes made the day of the show.

**8. Exhibitor and Management Responsibilities:** Principal(s) and/or employee(s) of the Exhibitor must be present in the Exhibit Space at all times during the open hours of the Event.

**9. Assignment:** An Exhibitor shall not assign to a third party its rights hereunder to the Exhibit Space or any portion thereof without the written consent of Management which consent Management may withhold in its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee.

**10. Displays and Decorations:** Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls. No exhibit, merchandise, equipment, trunks, cases or packing materials shall be brought into or out of the Exhibit Space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space or project above or beyond the limits of the assigned Exhibit Space.

**11. Fire Rules:** Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily inflammable material. All cartons stored in the Event Building shall be emptied of contents. Exhibitor shall use no flammable decorations or covering for display fixtures, and all fabrics or other material used for



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decoration or covering shall be flameproof. If required by local laws or ordinances, Exhibitor shall have on hand in its Exhibit Space a notarized affidavit establishing that its display material has been treated during the past year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of local law.

**12. Observance of Laws:** Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the Event Building.

**13. Exhibitor Conduct:** Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Management is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity forthwith. All promotional plans must be submitted to Management for approval in advance of the Conference. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. Exhibitor shall refrain from any action that will distract attendees at the Show during open hours. The Exhibit Space shall not be used for entertaining. Exhibitor shall not lead attendees from one exhibit space to another or to elevators or escalators. Exhibitor shall not enter into another Exhibitor's space without invitation or when unattended. Neither Exhibitor nor any of its representatives shall conduct themselves in a manner offensive to standards of decency or good taste.

**14. Giveaways:** Exhibitors are encouraged to provide free gifts, giveaways, prize drawings, etc. If Exhibitor desires to participate in the Raffle Drawing, Exhibitors must provide Management the donated gift during set-up time of the Event. All prize drawings must be no purchase necessary and free of charge to Event attendees. Management will facilitate the Raffle Drawing at a designated time and place during the Event.

**15. Playing or Reproduction of Music:** Exhibitor shall not provide or permit the playing or reproduction of music in any form or at any time unless (a) if the music is copyrighted, Exhibitor shall in advance obtain, and provide a copy to Management of, a written license to perform said music at the Conference from the owner of the copyright of said music and (b) whether the music is believed to be copyrighted or not, Exhibitor shall obtain in advance from Management a written consent to the providing of such music by Exhibitor. Exhibitor specifically agrees that in the absence of full compliance with (a) and (b) above, no music whatsoever, in any form, will be provided or permitted by it, and in the event of any copyright infringement issue arising with respect to the use by Exhibitor of all of the provisions of Paragraph 4 hereof will be applicable. Management shall have the power to make any reasonable settlement, without the consent or approval of Exhibitor, to resolve any dispute, which may arise between Management and anyone claiming to enforce a copyright. This settlement shall nevertheless be binding on Exhibitor insofar as holding Management harmless and indemnifying Management is concerned. Exhibitor expressly agrees that Management may, at Exhibitors' expense, take any legal action, including summary action, appropriate to ensure compliance by Exhibitor with these provisions, including the obtaining of any injunction against Exhibitor.





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**16. Exhibitor Admission Passes:** Exhibitor will receive admission passes to the Event as stipulated under the Exhibitor & Sponsorship Packet. Should Exhibitor wish to have additional staff attend the event, Exhibitor may purchase additional tickets at a discount prior to the day of the event.

**17. Closing of Exhibit:**

- \_ i. If Exhibitor or one of its subsidiaries or affiliates is on strike, resulting in picketing or similar type of demonstration in or near the Show Building, Management reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space.
- \_ ii. Management shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space at any time for failure by Exhibitor or its duly authorized assignee or any of its officers, agents, employees or other representatives to perform, meet or observe any Term, Condition or Rule set forth herein, and such Exhibitor shall not be entitled to a refund of any payments.

**18. Future Show:** In addition to Management's right to terminate this Agreement, close the exhibit and remove the Exhibitor's property as provided for in Paragraph 18 hereof, Management, in its sole judgment, may refuse to consider Exhibitor for participation in future shows with which Management is involved if Exhibitor violates or fails to abide by all Terms, Conditions and Rules set forth herein.

**19. Inability to Hold Show:** If, because of war, fire, strike, exhibit facility construction or renovation project, logistical problems, government regulation, public catastrophe, terrorist attack, act of God or the public enemy or other cause beyond the control of Management, the Event or any part thereof is prevented from being held, is cancelled by Management or the Event Building or Exhibit Space or any part thereof becomes unavailable, Management shall have no liability to Exhibitor, except that Management, in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by Management and reasonable compensation to Management, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid.

**20. Arbitration / Attorney's Fees:** In the event of a dispute between Exhibitor and Management, or any of the Exhibitor's officers or employees, arising out of the relationship of the parties of this Agreement or the performances hereunder, whether involving a contractual, intentional or negligent claim of wrongdoing, said dispute shall be submitted to a neutral arbitrator selected by the Exhibitor. If Management disapproves of the arbitrator, Management shall within ten (10) days after receiving notice of selection of the arbitrator initiate arbitration before the American Arbitration Association ("AAA") using its rules for commercial arbitrations except that all fees and costs shall be paid by Management, subject to reimbursement by Exhibitor if Management is the prevailing party in the arbitration. If Management fails to timely initiate arbitration through AAA or to pay AAA fees and costs, Exhibitor may proceed with arbitration through a non-AAA neutral arbitrator previously selected. The arbitration shall be conducted in Orange County, California. The decision of arbitrator shall be final and binding upon all parties and may be entered as a judgment in a court of competent jurisdiction in Orange County, California. Discovery, to the extent allowed by the Civil Code in the State of California, shall be permitted in any such arbitration proceeding, and the arbitrator shall award



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costs to the prevailing party and shall have the right to award reasonable attorneys' fees to the prevailing party. The prevailing party shall also have the right to recover all costs and reasonable attorneys' fees incurred in collecting any judgment or award.

**21. Governing Law; Amendments:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. This Agreement may not be amended or modified except by a written communication by Management.

**22. Severability; Waiver:** If any part of this Agreement is found invalid, the remaining provisions shall remain unaffected and enforceable. Any Management decision, selection of any course of action, or exercise of any right or remedy is at its sole option and discretion and does not waive or prejudice Management as to any other choice. Management's failure at anytime to require Exhibitor's strict compliance with any part of this Agreement shall not thereafter waive or reduce Management's right to require strict compliance with the same or any other provision of the Agreement.

23. Any matters not specifically covered herein are subject to decision by Management.

## **AGREEMENT**

By the signature below if a written document or a checkmark below if an online document, the individual signing this agreement represents the Exhibitor and warrants that he or she has been authorized to execute this agreement on behalf of the named Exhibitor and agrees to the terms and conditions set forth herein. Sponsorship and booth space will not be confirmed until NAFBM.org receives an executed copy of this agreement and full payment. In all cases fees are due and payable within 2 days of NAFBM's receipt of this signed agreement. NAFBM.org, at its sole discretion, has the right to withhold benefits until payment is received.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Date