

2025



SPONSORSHIP PROSPECTUS



About ACC Tennessee

AACC TN is the leading source for continuing legal education, professional networking, and community service opportunities for in-house counsel in Tennessee. Memberships are available to individual in-house attorneys and to corporate legal departments. With over 640 members and 600+ prospectives on our mailing lists, we have unmatched reach across Tennessee to in-house legal departments of for-profit and non-profit organizations. From small, practice area curated Supper Clubs of 10-15 to large social networking events and virtual CLEs that see triple digit attendance numbers, we are specialists in creating events that in-house attorneys want to attend. Our quarterly newsletter, which recognizes our sponsors, highlights sponsor events, and contains sponsor articles, averages a 67% open rate. From Fortune 500 companies to small start ups, partnering with ACC Tennessee is a proven path to get in front of in-house purchasers of legal services.

Our Partners

ACC TN can only provide high quality educational programs, resources, and networking opportunities through the support and involvement of our valued sponsors. ACC TN was honored to be supported in 2024 by the following sponsors:

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2024-2025 Sponsorship Levels

DIAMOND SPONSOR

\$ 20,000

Premier ACC Tennessee Sponsor - One Available
Full Day CLE Opportunity (Live & Virtually Statewide)
One Social Events in East, Middle & West Markets

- Premium Logo/Name placement on Website, all Event Advertising and Event Collateral, and Social Media
- Article Opportunity in all Quarterly Newsletters
- First Priority for New and Future Sponsorship Opportunities

PLATINUM SPONSOR

\$ 15,000

Premium ACC Tennessee Sponsor - Two Available
Half Day CLE Opportunity in One Market and Virtually Statewide

- Premium Logo/Name placement on Website, all Event Advertising and Event Collateral, and Social Media
- Article Opportunity in Two Quarterly Newsletters

2024-2025 Sponsorship Levels

GOLD SPONSOR

\$ 8,000

CLE or Social Event Opportunity
(Nashville Market - One Event; Other Markets - Two Events)

- Logo/Name placement on Website, all Event Advertising and Event Collateral, and Social Media
- Article Opportunity in One Quarterly Newsletter

PRACTICE AREA SPONSOR

\$ 5,000

Social Event or Supper Club Opportunity in One Market for One Affinity Group

SILVER SPONSOR

VARIES

CLE or Social Event outside of Nashville Market

TriCities/Knox: \$1,500 Chattanooga/Memphis: \$2,500 Virtual: \$2,500

Important Information For Sponsors

Opportunities are limited, please e-mail your requested Sponsorship Level to Samantha Lunn at s.lunn@accglobal.com.

What is the Sponsorship Term?

- The term of the 2025 ACC TN sponsorship year is January 1, 2025 through December 31, 2025. Scheduling of programs and events, along with choice of topic or activity, is prioritized based on order of sponsorship registration.

What is the Payment Due Date?

- Payment is due by January 31, 2025.

What am I responsible for as the host of a CLE Program or Social Event?

- Once you have committed to your sponsorship level and month, ACC TN will work with you to set a date and topic for your event. You will then need to select and schedule your venue, any menu, and, if applicable, one or more presenters or panel members.
- For your event, we ask that you provide food & beverages and cover the cost of parking. Electing not to do so will impact attendance numbers.
- For CLE programs, you will need to obtain Tennessee CLE accreditation for the program and promptly submit attendee credits to the Tennessee CLE Commission at the conclusion of the program.
- As the motto of ACC is, "By In-House Counsel, for in-House Counsel," it is strongly recommend that CLE programs include at least one in-house counsel as a presenter or panel member. We also encourage sponsors to promote diversity when selecting their presenters or panel members.
- If you require that an ACC Executive Team member be present to facilitate your event, you will be subject to a \$500 Administrative Fee per Event Hour.

All ACC TN sponsorships and programs are subject to the enclosed Terms & Conditions.

THANK YOU

Sponsorship Committee Co-Chairs

Hunter Kitchens

Managing Partner • Chapman Capital

Craig Webb

Sr. Corporate Counsel • Ingram Industries

ACC Tennessee Executive Team

Samantha Lunn • Executive Director

s.lunn@accglobal.com

Emily Johannsen • Chapter Administrator

e.johannsen@accglobal.com





TERMS AND CONDITIONS OF SPONSORSHIP Page 1 of 2

ACC Tennessee ("ACC TN") reserves the right, at its sole discretion, to change the site, hours or dates of the Events. ACC TN will attempt to notify Sponsors of any such changes as far in advance as possible.

APPLICATIONS: All applicants for sponsorship (regardless of level) (hereinafter "Sponsor") must agree to this Sponsorship Agreement ("Agreement"). Once this Agreement is accepted by Sponsor (via electronic submission of registration) and received by ACC TN, it is considered binding and fees are non-refundable. ACC TN reserves the right, at its sole discretion, to decline acceptance of this Agreement.

PAYMENT: ACC TN will invoice Sponsor for the fees associated with its chosen level of sponsorship for the Sponsorship ("Sponsorship Fee"). Payment is due net 30 days from the invoice date. Except as otherwise set forth herein, the Sponsorship Fee is nonrefundable and non-cancelable. ACC TN reserves the right to revoke or prevent Sponsor's participation in the event of non-payment.

CANCELLATION: In the event Sponsor wishes to cancel all or part of its participation in the Event, Sponsor must send notice of cancellation as soon as practicable, but in no case less than thirty (30) days before the planned Event, in writing to ACCTennessee@accglobal.com. Sponsor shall be liable for one hundred percent (100%) of the total Sponsorship Fee together with all non-cancelable commitments incurred prior to such notice. Sponsor is responsible for payment of the Sponsorship Fee irrespective of the reason for Sponsor's cancellation. In the event of cancellation by Sponsor, ACC TN reserves the right to use or re-sell Sponsor's canceled participation (including, but not limited to, month and topic exclusivity, if applicable). ACC TN's re-allocation of Sponsor's participation shall not excuse Sponsor from payment or entitle Sponsor to a refund of the Sponsorship Fees assessed hereunder. ACC TN reserves the right to cancel the Sponsorship or to terminate this Agreement for any reason at any time upon written notice to Sponsor. Upon cancellation or termination by ACC TN, ACC TN's sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of the Sponsorship Fees paid by Sponsor under this Agreement.

USE OF ACC TN MARKS: Sponsor agrees not to use any trademarks, trade names, logos, slogans or other intellectual property owned by ACC TN or its affiliated or subsidiary companies ("ACC TN Marks"), except as expressly permitted in writing by ACC TN. In its sole discretion, ACC TN may withhold or withdraw permission to display items or distribute souvenirs, advertising or any other material containing the ACC TN Marks. Sponsor may not issue any announcement or press release regarding the Sponsorship, or Sponsor's participation, without the prior written consent of ACC TN.

NO ENDORSEMENT: Sponsor will not state or imply that its products or services are endorsed by ACC TN or ACC TN's affiliated or subsidiary companies and no approval by ACC TN or any of its affiliated or subsidiary companies of any of Sponsor's content or participation will be deemed an endorsement.

FORCE MAJEURE: ACC TN shall not be responsible for any loss or damage resulting from failure to perform under this Agreement or to conduct the sponsorship as scheduled in whole or part as a result of riot, strike, civil disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind whatsoever beyond the reasonable control of ACC TN. In such event, ACC TN will make reasonable efforts to reschedule the Sponsorship. Notwithstanding any other terms or conditions of this Agreement, should it ultimately be impossible to hold the Sponsorship due to a force majeure event, ACC TN may retain or will be due such portion of the Sponsorship Fee as necessary to compensate ACC TN for expenses reasonably incurred up to the time the force majeure event occurred. All payments in excess of such expenses shall be refunded.

CONDUCT OF SPONSOR: Sponsor shall conduct its participation in a professional manner so as not to be objectionable to ACC TN, other Sponsors or participants, or the public. ACC TN reserves the right to restrict or prohibit exhibits or content which, because of noise, method of operation, content, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the ACC TN as a whole. ACC TN may prohibit installation or request removal or discontinuance of any exhibit or promotion that, if continued, deviates substantially from the design and description approved in advance by ACC TN. ACC TN and the venue reserve the right to close, remove or require changes in any exhibit or to remove any of Sponsor's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to ACC TN, other sponsors, the venue, or the public. Sponsor shall not distribute any giveaways, prizes or collateral that would be considered potentially dangerous or destructive, including, without limitation, pocket knives, box knives, stickers, adhesive decals, helium balloons, glitter, laser pointers, or dart guns. If Sponsor or its representatives fail to observe the terms and conditions of this Agreement, or, in the opinion of ACC TN, conduct themselves unethically or detrimentally to ACC TN, Sponsor may be dismissed without refund or other appeal.

TERMS AND CONDITIONS OF SPONSORSHIP Page 2 of 2

LIMITATION OF LIABILITY: ACC TN shall in no event be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Sponsor, whether such action is in contract or tort, even if ACC TN has been advised of the possibility of such damages. ACC TN's entire liability for damages hereunder shall in no event exceed the Sponsorship Fee paid by Sponsor under this Agreement.

NO ASSIGNMENT: The rights granted by this Agreement are personal in nature. Sponsor may not assign this Agreement to any third party without the prior written consent of ACC TN.

AUTHORIZATION: By accepting this Agreement you are authorizing ACC TN to provide contact information including your name, address, phone number, email address and contact person to any service vendor contracted to conduct work.

GOVERNING LAW; JURISDICTION: This Agreement and all matters arising out of or relating to it shall be governed by the procedural and substantive laws of the State of Tennessee. Any legal action relating to this Agreement shall be instituted in Nashville, Tennessee.

WARRANTY: Sponsor warrants that it has the authority to enter into this Agreement; that its participation will not violate any other agreement or understanding between Sponsor and a third party; that Sponsor will reimburse ACC TN for any losses ACC TN incurs resulting from any damage to the personal property of, or any personal injury to, ACC TN, the location owner, or any of their employees or contractors in connection with the Event; that no materials provided by Sponsor in connection with the sponsorship will infringe or misappropriate any third party's rights; and that Sponsor will comply with all applicable federal, state and local laws and regulations in connection with its obligations under this Agreement and its conduct in connection with the sponsorship.

INDEMNITY: Sponsor will indemnify and hold ACC TN, its parent, affiliated and subsidiary companies (the "Indemnified Parties") harmless for and from any alleged or actual claim for any costs, losses, or fines, penalties, or expenses (including reasonable attorney's fees) arising from or related to: (1) any damages to real or personal property, or personal injury to any person, directly or indirectly caused by Sponsor or Sponsor's employee or contractor in connection with the sponsorship; (2) any failure to comply with any applicable federal, state, and local laws and regulations related to the collection, use, sharing, disclosure and storage of personal information; and (3) any claim that the Indemnified Parties' use of any content provided by Sponsor infringes or misappropriates any third party's intellectual property, publicity, privacy, confidentiality or other right, provided that in no event will the Indemnified parties' approval or use of Sponsor's products or any other materials provided by Sponsor for the sponsorship, or the Indemnified Parties' approval of Sponsor's use of ACC TN marks, affect the Indemnified Parties' right of indemnification as described in this paragraph. This provision will survive the termination or expiration of this Agreement.

NO PARTNERSHIP OR AGENCY: Nothing in this agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, designate any party as the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

PERMISSION TO USE MATERIALS: Sponsor grants ACC TN and its employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide in all media, Sponsor's trademarks, product names or descriptions and logo(s) and any materials Sponsor provides for the purpose of, or as a result of, Sponsor's participation in Event, including, without limitation, posting on websites, or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. ACC TN may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Sponsor's trademarks or logos in any other way without Sponsor's prior written consent.

CONFIDENTIALITY AND AUTHORIZATION: The identity of ACC TN Members is proprietary and confidential unless/until publicly announced by ACC TN. Sponsor hereby authorizes ACC TN to provide Sponsor's contact information including address, phone number, email address and primary contact information to ACC TN staff, board members, and committee members and to ACC TN's vendors or contractors.

ENTIRE AGREEMENT: This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party