



# 2023 TRUCK INDUSTRY FORUM



★ ★ Sponsor Brochure ★ ★  
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June 20-21  
Washington, D.C.



# 2023 ATD Truck Industry Forum

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### SALES CONTACTS

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## ○ ATD Truck Industry Forum Overview

The ATD Truck Industry Forum will be held June 20-21, 2023, in Washington, D.C. This inaugural event will feature key business leaders offering their views on the challenges and opportunities facing the truck industry, as well as expert speakers discussing the legislative and regulatory policy climate.

The goal of the ATD Truck Industry Forum is to provide our attendees with a perspective on how policy and regulatory decisions will shape our industry. We anticipate nearly 150 attendees for the event with the intention of growing the event in future years. ATD is proud of our leadership on a variety of issues facing our industry and the Forum is an additional step in our quest to lead the conversation.



## ○ Preliminary Agenda

### Tuesday, June 20

5:15pm-6pm      NextGen Reception with Guest Speaker

6pm-8pm          Forum Welcome Reception

### Wednesday, June 21

7:15am            Continental Breakfast

8am-11:45am    Truck Industry Forum—Industry and  
Legislative/Regulatory Speakers

Noon-1:30pm    Luncheon and Keynote Speaker  
**(Chris Spear, President and CEO of the  
American Trucking Associations)**

1:30pm-5pm     Capitol Hill Visits

6pm-7:30pm     Reception



**Chris Spear**  
President and CEO of the  
American Trucking Associations

# 2023 TRUCK INDUSTRY FORUM

## Be a Sponsor at the ATD Truck Industry Forum

This inaugural event will expand the collective voice of all industry partners in Washington, D.C. Show how your company has a vested interest in the future of the truck industry by placing your brand and messaging in front of key decision-makers.

### Nearly 150 Attendees

- Dealers/General Managers
- NextGen
- Original Equipment Manufacturers
- Truck Industry Executives
- Allied Industry
- State Automotive Trade Associations

### Networking Opportunities



- Welcome Reception
- Continental Breakfast
- Luncheon/Keynote Speaker
- Post-Forum Reception



### Two Sponsorship Levels



**Platinum**



**Gold**

## Sponsorship Opportunity: Platinum \$15,000



- Sponsor logo with link to sponsor website on ATD Forum website.
- Opportunity to place a promotional item or marketing piece into attendee takeaway collateral.
- Highlighted signage displaying logos (two tiers) at various locations within the dedicated ATD Forum spaces within the hotel meeting room.
- Highlighted sponsor logos (two tiers) projected onto the backdrop behind the ATD Forum speakers, panels, etc.
- ATD to place gratitude digital banner ads on both [atd.org](http://atd.org) and *ATD Insider* that link to ATD Forum sponsor web page.
- Full-page gratitude print ad in ATD Forum program directory will include two tiers of sponsor logos.
- Up to 30-second company produced video playing during breaks at the Forum.
- Receive one month of digital banner advertising either on [atd.org](http://atd.org) or *ATD Insider* weekly e-newsletter. (Choice of placement and month may vary depending on availability.)
- Receive access to Forum attendee registration list.
- Receive four registrations to the event. (Value: \$796)
- Thank you to Platinum sponsors on social media.

To sponsor or for additional information, please contact

**Michele Schaner** • [mschaner@nada.org](mailto:mschaner@nada.org) • 703.821.7146

**Barbara Robinson** • [brobinson@nada.org](mailto:brobinson@nada.org) • 703.448.5855

We appreciate your time and consideration.

## ○ Sponsorship Opportunity: Gold \$10,000

- Sponsor logo with link to sponsor website on ATD Forum website.
- Opportunity to place a promotional item or marketing piece into attendee takeaway collateral.
- Highlighted signage displaying logos (two tiers) at various locations within the dedicated ATD Forum spaces within the hotel meeting room.
- Highlighted sponsor logos (two tiers) projected onto the backdrop behind the ATD Forum speakers, panels, etc.
- ATD to place gratitude digital banner ads on both [atd.org](http://atd.org) and *ATD Insider* that link to ATD Forum sponsor web page.
- Full-page gratitude print ad in ATD Forum program directory will include two tiers of sponsor logos.
- Receive two registrations to the event. (Value: \$398)

To sponsor or for additional information, please contact

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**Barbara Robinson** • [brobinson@nada.org](mailto:brobinson@nada.org) • 703.448.5855

We appreciate your time and consideration.

## Terms and Conditions

### 1. CHARACTER OF SPONSORSHIP

The purpose of the 2023 Truck Industry Forum (“Forum”) is to promote the highest standards of efficient management, ethical and businesslike practices, and knowledge useful to the improvement and efficiency of dealership operations. The NADA Sponsorships and Advertising Program is intended to complement and enhance the Forum and was created to help educate ATD members and industry participants about industry products or services and to stimulate interest in and demand for these items. Each participant in the Sponsorships and Advertising Program (the “Sponsor/ Advertiser”) agrees to advertise only its products or services used in the business of the truck dealer.

NADA reserves the right to reject, eject, prohibit or decline any sponsorship/advertisement in whole or in part, or any Sponsor/ Advertiser or its representatives, with or without giving cause, including, but not limited to, any failure to comply with terms and conditions, rules and regulations, or creation of an unreasonable disruption or disturbance.

### 2. ACCEPTANCE

**2.1** NADA reserves the right to unilaterally determine the eligibility of any company or product for inclusion as a Sponsor/ Advertiser in the Forum Sponsorships and Advertising Program.

**2.2** Acceptance of sponsorship/advertisement by NADA should in no way be construed as, and does not constitute or represent, an endorsement, evaluation, review, approval or recommendation of any kind by NADA of either a sponsoring/advertising company or its products or services.

**2.3** These terms and conditions (the “Terms”) shall be binding upon NADA’s final acceptance and approval of Sponsor/ Advertiser’s sponsorship/advertisement.

**2.4** Sponsor/Advertiser represents that any goods, services or other products displayed or advertising, described or otherwise presented at the Forum comply with all applicable federal, state, and local laws, ordinances and regulations.

### 3. FAILURE TO MAKE PAYMENT

If Sponsor/Advertiser fails to make any scheduled payment for the sponsorship/advertisement by the date specified NADA reserves the right, at its sole option, to reject, eject, prohibit or decline any sponsorship/advertisement in whole or in part, or any Sponsor/ Advertiser or its representatives from the Forum. Under such circumstances, NADA will have the absolute right to sell, utilize or otherwise dispose of the sponsorship/advertisement that had been reserved for Sponsor/Advertiser, in any manner NADA deems appropriate, with no liability or obligation whatsoever to Sponsor/ Advertiser. In the event of cancellation due to Sponsor/Advertiser’s failure to make payment, NADA will also be entitled to recover liquidated damages.

### 4. CANCELLATIONS

Sponsor/Advertiser understands that commitments have been, or will be, made by NADA in reliance upon Sponsor/Advertiser’s agreement to perform its obligations under these Terms, and therefore Sponsor/Advertiser understands and agrees that it has

no right to cancel sponsorship/advertisement except as provided in Section 5 herein. Sponsor/Advertiser further understands and agrees that NADA’s ability to hold the Forum is dependent upon both its securing a suitable facility and its ability to hold an in-person event involving large gatherings of people. Accordingly, NADA shall have the right to prohibit and/or decline sponsorship/advertisement with no obligation or liability to Sponsor/Advertiser if NADA determines, in its sole discretion, that it is not practicable to hold the Forum as scheduled, or that its ability to hold the Forum as scheduled is substantially impaired, for any reason beyond NADA’s reasonable control including, but not limited to, restraint of government; pandemic, epidemic or other widespread occurrence of infectious disease (including, but not limited to, COVID-19); Act of God; fire; flood; storm or threatened storm; earthquake; riot; strike; lockout; civil disturbance; actual or threatened terrorist attack; or act of war. In event of such cancellation or if NADA cancels the Forum after it opens, Sponsor/Advertiser hereby expressly waives any and all claims against NADA of every kind or nature. Nonetheless, in the event of a cancellation, NADA may, at its sole option, elect to provide Sponsor/Advertiser with a full or partial refund of fees Sponsor/Advertiser has paid to NADA for sponsorship/advertisement at the Forum.

### 5. REFUNDS

**5.1** If NADA does not accept Sponsor/Advertiser’s sponsorship/advertisement request for a reason other than nonpayment or cancellation by Sponsor/Advertiser, NADA will refund any deposit paid to NADA by Sponsor/Advertiser for the Forum.

**5.2** Cancellation of Sponsorship/Advertisement. If at any time Sponsor/Advertiser cancels sponsorship/advertisement, 100% of the sponsorship/advertisement payment will be due upon cancellation. If payment has already been made, no refunds will be issued and any unpaid balances will be due upon cancellation. Sponsorship/advertisement is nonrefundable and nontransferable. Any cancellation notices by Advertiser/Sponsor must be submitted to NADA in writing and will be effective when received by NADA.

### 6. TRAFFIC

NADA makes no representations or guarantees regarding the number of individuals attending the Forum or the number of visitors to a particular area of the Forum. Sponsor/Advertiser understands and agrees that NADA has no control over traffic and hereby waives any and all claims for refund, discount, damages or any other relief related to the nature, quality or location of the Forum facilities or the Sponsor/Advertiser’s sponsorship/advertisement.

### 7. SUBLETTING—PRIOR APPROVAL REQUIRED FOR CO-SPONSORS/ ADVERTISERS

**7.1** Sponsor/Advertiser agrees that the sponsorship/advertisement purchased is intended for Sponsor/Advertiser’s sole use to promote only its goods or services.

Sponsor/Advertiser agrees that it will not share, assign, sublet, subdivide, apportion or otherwise allow any persons, parties or entities other than Sponsor/Advertiser to use in any manner the sponsorship/advertisement purchased.

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## 8. NAME CHANGES

Sponsor/Advertiser represents that the name of the sponsoring/advertising company is correct. NADA reserves the right to cancel sponsorship/advertisement in the event of any change (a) in the name of the sponsoring/advertising company, (b) in the products or services to be promoted, or (c) in the ownership of the sponsoring/advertising company. Sponsor/Advertiser agrees to notify NADA in writing within ten (10) business days of the occurrence of any of the events listed in the preceding sentence. If NADA cancels the sponsorship/advertisement under this Section 8, NADA will refund any sponsorship/advertising fees Sponsor/Advertiser has previously paid to NADA for the Forum.

## 9. COPYRIGHT INFRINGEMENT

Sponsor/Advertiser is responsible for (a) securing any and all necessary intellectual property licenses, trademarks and copyrights for any products, performances, displays or other uses of copyrighted works or patented inventions; or (b) obtaining any and all consents necessary for the use of any name, likeness or signature, voice, or other impression, or other intellectual property owned by any third party that is used directly or indirectly by Sponsor/Advertiser. Sponsor/Advertiser represents and warrants that it has the legal right to use any and all intellectual property related in any way to its sponsorship/advertisement.

Sponsor/Advertiser agrees that NADA is not responsible or liable for any claimed or recognized violations of Sponsor/Advertiser's intellectual property rights or proprietary claims, including any claims for trademark, copyright or patent infringement or any claims of counterfeiting or other violations of proprietary rights. Sponsor/Advertiser further releases, waives and covenants not to sue, file or maintain any action in law or equity against NADA and its respective members, officers, directors, agents and employees, from all liability for any and all loss or damage or any claim for such violations of the Sponsor/Advertiser's intellectual property rights or proprietary claims.

## 10. SPONSOR/ADVERTISER PROMOTIONAL MATERIAL

NADA reserves the right to remove or require a Sponsor/Advertiser to remove any advertising or promotional material displayed or available at the Forum that, in NADA's sole judgment, is inappropriate, inaccurate or offensive, or fails to comply with these Terms.

## 11. VIOLATION OF TERMS

If Sponsor/Advertiser violates any of these Terms (including, but not limited to, payment of fees, compliance with the Terms or any related agreement, or compliance with any and all rules and requirements concerning displays, or use of the Convention Center facilities), NADA, at its option, may immediately prohibit and/or decline the sponsorship/advertisement. Upon such action, Sponsor/Advertiser's rights and privileges under these Terms shall terminate, NADA shall have the right to take possession of the sponsorship/advertisement occupied by the Sponsor/Advertiser with no liability whatsoever to Sponsor/Advertiser. In addition, NADA shall be entitled to recover any and all damages caused, in whole or in part, by such default, including liquidated damages. If NADA commences legal action against the Sponsor/

Advertiser to enforce the provisions of these Terms, NADA shall be entitled to pursue any and all appropriate remedies and to recover attorney's fees and costs.

## 12. AMENDMENT TO TERMS AND CONDITIONS

Any and all matters or questions not specifically covered by these Terms shall be subject to the sole discretion of NADA. NADA may, at any time, in its sole discretion, make reasonable changes, amendments or additions to these Terms. Any such changes, amendments or additions shall be binding on Sponsor/Advertiser equally with the other Terms contained herein.

## 13. MISCELLANEOUS

**13.1** NADA reserves the right to add the word "Advertisement" to any presentation that resembles editorial matter.

**13.2** Positioning of sponsorships or advertisements is at the sole discretion of NADA.

**13.3** NADA shall have no liability for errors in key numbers or advertisers' index information.

**13.4** No conditions shall be binding on NADA unless specifically agreed to in writing by NADA. Rates are subject to change on notice from NADA.

**13.5** NADA will not supply proof of purchase for any sponsorship other than print.

**13.6** Neither party shall be liable for failure to perform its obligations if prevented from doing so by any cause beyond its reasonable control, including but not limited to fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, actual or threatened terrorist attacks, shortage of or inability to obtain materials, supplies or utilities, or any law or governmental action that becomes effective after the date of purchase of sponsorship/advertisement.

**13.7** If any provision of these Terms is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof.

**13.8** These Terms supersede any prior terms and conditions or contemporaneous understanding or representation, whether written or oral.

**13.9** Sponsor/Advertiser is solely responsible for, and agrees to pay when due, any and all sales, use, property, excise or other taxes imposed by any governmental authority upon or arising from Sponsor/Advertiser's activities in conjunction with the Forum, including, but not limited to, Sponsor/Advertiser's sale of goods or services. Sponsor/Advertiser agrees, represents and warrants that it will file any tax returns or similar documents required by any governmental authority.