

EVENT SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between [EVENT/COMPANY] with an office at [ADDRESS] ("Company") and [NAME] an [INDIVIDUAL/COMPANY] with an address of [ADDRESS] ("Sponsor"), each a "party" and collectively "Parties."

Company is hosting the following event: [EVENT] on [DATE] and Sponsor desires to sponsor the Event. In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. OBLIGATIONS

In consideration for Sponsor's participation in the Event, Company will provide the Sponsor the benefits set out in the Sponsorship Packet (**attached**), which is incorporated and hereby made a part of this Agreement.

2. SPONSOR OBLIGATIONS

For its participation as a Sponsor in the Event, Sponsor will pay to Company a fee (the "Sponsorship Fee"), as set out below:

[SPONSORSHIP PAYMENT/LEVELS INFORMATION]

3. SPONSOR TRADEMARKS/SPONSOR MATERIALS

Subject to the terms and conditions of this Agreement, Sponsor grants to Company the right to use Sponsor's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to Company by Sponsor ("Sponsor Materials"), in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Event and in accordance with Sponsor's trademark usage guidelines.

4. INDEMNITY

- a. Company will not be responsible for any loss of or damage to property of Sponsor, its employees, agents, contractors or assigns nor for any personal injury to Sponsor's officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of Company, its directors, officers, and/or employees.
- b. Sponsor will indemnify, defend, and hold Company harmless from and against any claims arising out of, or relating directly or indirectly to, content on their respective websites, use of Sponsor's trademarks and logos, and Sponsor

Materials.

- c. Sponsor will give Company prompt written notice of any claim or suit coming within the purview of these indemnities.

5. LIMITATION OF LIABILITY

Except with respect to Section 8(c), in no event will either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages. Notwithstanding anything else in this Agreement, Company's liability for any claim against Company will be limited to the funds available in its own bank account at the time of the claim.

6. REPRESENTATIONS

Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.

7. TERM AND TERMINATION

- a. Term. Subject to the terms and conditions herein, this Agreement will be effective upon the Effective Date and will continue through [DATE], one (1) week past the event date, unless earlier terminated as otherwise provided in this Agreement (the "Term").
- b. Termination by Company. Company will be entitled to cancel the Event and/or terminate this Agreement at any time for any reason. In the event Company terminates this Agreement for any reason other than Sponsor's breach, Company will refund any fees received from Sponsor, and at Sponsor's expense, return any materials, and equipment, hardware and/or software loaned by Sponsor for the Event.
- c. Termination by Sponsor; Effect of Termination.
 - i. Sponsor may terminate this Agreement for breach by Company after giving Company at least ten (10) calendar days prior written notice specifying the nature of the breach and giving Company no less than ten (10) calendar days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement will terminate on the tenth day. If breach occurs fewer than ten (10) calendar days prior to the Event, Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event.
 - ii. If Company terminates this Agreement for Sponsor's breach, Company will retain any fees received from Sponsor which fees will be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of Sponsor will be returned at the end of the

Event and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination.

- iii. If Sponsor terminates for Company's breach, Sponsor will be entitled to seek a full refund of any fees paid and for the return of any equipment, materials and hardware or software of Sponsor.
- d. Survival. In the event of termination or expiration of this Agreement, provisions 4, 5, 6, 7 and 8 will survive.

8. MISCELLANEOUS

- a. Notices. All notices, authorizations and requests in connection with this Agreement will be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent online to the designated email set by Company. Sponsor agrees to send a copy of any notices, via email to: [COMPANY EMAIL].
- b. Relationship. This Agreement does not constitute and will not be construed as constituting a partnership, or joint venture relationship between or among the parties.
- c. Confidentiality. Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement. Each party's obligation under this Agreement with respect to any particular information will extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement.
- d. Governing Law/Jurisdiction. This Agreement will be governed and interpreted in accordance with the laws of [EVENT STATE]. Sponsor consents to the exclusive jurisdiction and venue of these courts.
- e. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.
- f. Severability. In the event that a court of competent jurisdiction holds a provision of this Agreement invalid, the remaining provisions will be nonetheless enforceable in accordance with their terms.
- g. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties relating to the Sponsorship Agreement and supersedes any and all prior

and contemporaneous oral and written understandings between the Parties relating to the Services.

The sponsor agrees to purchase a sponsorship package at the [SPONSORSHIP LEVEL NAME] level.

The parties have executed this Agreement as of the date set out below:

COMPANY:

Date

Printed Name: _____

Title: _____

CLIENT:

Date

Printed Name: _____

Title: _____