

## Sponsorship Agreement

This multi-day IAAPA event brings together owners, operators, senior executives, event sponsors and a limited number of non-sponsoring manufacturer and suppliers to identify industry trends, solve challenges, generate sales, increase profitability, and network.

Sponsoring Company		
Sponsorship Contact Name	Phone	Email
Billing Address		
City		
State	Zip Code	Country
Company website		
IAAPA Member ID #	Social Media Handles: (Twitter/Facebook/LinkedIn)	

**Conference Sponsorship:** US \$5,350 - Includes one (1) complimentary registration and one (1) additional registration guaranteed, at early-bird rate.

**Platinum Sponsorship:** US \$7,990 - Includes two (2) complimentary registrations, and two (2) additional registrations guaranteed, at early-bird rate.

**ADD-ON:**  **Post Tour Sponsorship:** \$2,000 (Post Tour Location TBD: Contact IAAPA for information) **All Sponsors Must Be Current IAAPA Members.**

### Sponsor Benefits

		Conference Sponsor	Platinum Sponsor
PRE-EVENT	Opportunity to attend "Meet IAAPA" Networking Event in October 2019 (FEC Summit 2020 sponsors will be promoted)	X	X
	Logo Acknowledgement on www.IAAPA.org	X	X
	Acknowledgement in IAAPA FEC Summit Save-the-Date Press Release (when applicable, text only)*	X	X
	Logo Acknowledgement in October Issue of Funworld Magazine*	X	X
	Acknowledgement in FunExtra E-Newsletter	X	X
	Featured Article in FunExtra E-Newsletter*		X
	One (1) Complimentary Registration	X	X
	Second Complimentary Conference Registration		X
	Option to Purchase an Additional Registration at Early-Bird Rate* — one (1) for Standard Sponsors, two (2) for Platinum	X	X
ON-SITE	Skirted 6' Table in Sponsor Zone to Display Marketing Materials (tables assigned by IAAPA in alpha order with Platinum Sponsors in premium locations)	X	X
	Active Participation in the Conference Program	X	X
	Two (2) Minute Speaking Opportunity During Conference Program	X	X
	Ability to Provide a Fun Giveaway for Attendee Welcome Bags (to be Approved by IAAPA in Advance)	X	X
	Half Page Ad in Event Program Distributed On-site (Must Provide Finished Artwork for Print)*	X	X
	Logo Acknowledgement on Event Signage	X	X
	Recognition by Event Moderator	X	X
	Exclusive Sponsorship of One Special Event or Item (ie., Lanyards; WiFi), First-Come First-Served and Must be Approved by IAAPA. Platinum Sponsors Only.		X
	Opportunity to Host a Giveaway Raffle at Sponsor's Exclusive Event (Pending IAAPA Approval)		X
Ability to Conduct Thank You Remarks at Exclusively Sponsored Event (When Applicable and Appropriate)		X	
POST-EVENT	Ability to Conduct a One-time Electronic Mailing Post-Event to Verified Attendees*	X	X
	Ability to Conduct a One-Time Electronic Mailing Pre-Event to Verified Attendees*		X

\*Deadlines Apply. For electronic mailings, the Sponsoring Company will work with IAAPA and a third party to initiate these one-time emails.

**IAAPA does not distribute contact information (emails) of Summit attendees. It is the responsibility of the Sponsoring Company to collect that information directly from attendees on-site, at the event, via provided networking opportunities.**

Full payment due with contract. Payment plans available upon request.

<input type="radio"/> Please Charge my <b>Credit Card:</b> US\$ _____	<b>Check One:</b> <input type="radio"/> Visa <input type="radio"/> MasterCard <input type="radio"/> American Express <input type="radio"/> Discover
<b>Card Number:</b> _____	
<b>Exp. Date:</b> _____	(3- OR 4-DIGIT CODE ON BACK OF CARD) <b>CID/CVV Code:</b> _____
<b>Name (As It Appears On Card):</b> _____	<b>Authorized Signature:</b> _____
<input type="radio"/> <b>Check Enclosed:</b> In the Amount of US\$ _____ <b>Please Make Checks Payable to IAAPA.</b> <b>Mail to:</b> IAAPA, ATTN: FEC - Emily Popovich, 9205 Southpark Center Loop, Suite 300, Orlando, FL 32819 USA	<b>Check #</b> _____ (Check must be drawn from a U.S. Bank Account)
<input type="radio"/> <b>Wire Transfer:</b> in the amount of US\$ _____ (Please add a <b>US\$25.00 transaction fee</b> for all wire transfers) <b>Bank of America 1501 Pennsylvania Ave N.W. ABA 026009593 SWIFT/BIC CODE (IF NEEDED): BOFAUS3N</b> <b>For Credit to IAAPA Account 0020-866-30597.</b> There is no IBAN or anything else needed. Identify yourself with the Name of the Company, Member ID, and IAAPA FEC Summit 2020 Sponsor.	

## TERMS OF AGREEMENT

- Signing this Agreement indicates firm commitment (non-cancelable) of the above sponsorship(s) and/or advertisement(s) for IAAPA FEC Summit 2020, in accordance with the corresponding rate card fees. A faxed, signed Agreement is also binding.
- IAAPA and the Sponsoring Company named above ("Sponsor") agree that the activities contemplated by this Agreement have a specific and limited scope and are consistent with IAAPA's nonprofit status and tax exemption classification. Nothing in this Agreement should be construed to imply or convey IAAPA's approval, endorsement, certification, acceptance, or referral of any Sponsor product or service. No materials developed or intended for use in connection with the sponsorship activities will be distributed or otherwise used prior to IAAPA's advance review and approval. According to the sponsorship selected, IAAPA will provide appropriate acknowledgment and recognition of the Sponsor in accordance with applicable laws and Internal Revenue Service rules and regulations. All advertising, media, content and/or materials ("Sponsor Content") distributed by or on behalf of Sponsor must comply with (i) IAAPA's advertising policies and procedures as determined from time to time by IAAPA and (ii) IAAPA's Intellectual Property Enforcement Policy (see item 7).
- Sponsor agrees to indemnify and hold harmless IAAPA, its officers, directors, employees, and agents, from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys' fees, costs, and other expenses, incurred in any way in connection with Sponsor's acts, omissions, or breach of this Agreement, or any actions or claims made by Sponsor, or any third party against Sponsor, under IAAPA's Intellectual Property Enforcement Policy (see item 7).
- Sponsor warrants and represents that any Sponsor Content provided or distributed by Sponsor under this Agreement will comply with (i) IAAPA's advertising policies and procedures as determined from time to time by IAAPA and (ii) IAAPA's Intellectual Property Enforcement Policy (see item 7). Further, Sponsor warrants and represents that any Sponsor Content that it distributes at or in correlation with IAAPA FEC Summit 2020 (or any other IAAPA show/event) will not violate applicable laws or any proprietary rights of others (including, without limitation, any copyrights, trademarks, publicity rights, or patents) and that such Sponsor Content is owned and/or lawfully distributed by Sponsor. In addition, Sponsor warrants that it will not make any claims under this Agreement (e.g., under the Intellectual Property Enforcement Policy at item 7) that are not substantiated or that are prohibited by law.
- Sponsor acknowledges and agrees that IAAPA may terminate the Agreement at any time for any reason in its sole discretion. Upon termination by IAAPA of the Agreement, IAAPA shall refund any sponsorship fees received by IAAPA prior to termination.
- Each of IAAPA and Sponsor shall be liable should it default or breach this Agreement. In addition, any third party agency signing on behalf of the Sponsor will be held responsible for the fulfillment of this non-cancelable contract.
- Intellectual Property Enforcement Policy:** IAAPA does not support and does not wish to enable the infringement of any of its members' (that term is used herein to encompass any sponsor or exhibitor, whether or not a member of IAAPA) intellectual property. IAAPA has developed this Intellectual Property Enforcement Policy as a means to educate its members on intellectual property, and to afford some protections and recourse for disputes. As part of this Intellectual Property Enforcement Policy, IAAPA will work with its members to ensure that its members' rights are protected, maintained and managed properly. As such, IAAPA may approach Sponsor to request proof that any of the Sponsor Content that Sponsor uses, distributes or publishes is lawfully owned or displayed. IAAPA also reserves the right to request information from Sponsor in response to a potential complaint from another member.
  - Further, in an effort to ensure any claims or disputes between members are handled in a non-disruptive manner, IAAPA hereby agrees to provide Sponsor with the services of an intellectual property mediator ("IP Mediator"). The IP Mediator will provide assistance by evaluating potential intellectual property infringement claims and will work closely with IAAPA to issue any Sanctions (as defined below), if necessary.
  - Sponsor understands and agrees that the IP Mediator is a neutral party enlisted to mediate and settle disputes between members related to intellectual property or proprietary rights, as well as any violation of this Agreement. Sponsor understands and agrees to be bound by all decisions made by the IP Mediator and agrees such decisions are final, and shall not be subject to appeal or challenge.
  - Sponsor understands and agrees that any member may lodge with IP Mediator a complaint against any other member, which after investigation may result in Sanctions by the IP Mediator or IAAPA. IP Mediator's evaluation of such a complaint will be free of charge to the complaining member. If, however, IP Mediator believes that the complaint is one that identifies a legitimate claim of intellectual property infringement, or a violation of any contract between Sponsor and IAAPA, the complaining member must pay to IAAPA a sum of \$2,500 ("Complaint Fee") to cover IAAPA's costs and expenses for the IP Mediator to evaluate and potentially take any further action and/or issue any Sanctions (as defined below). This Complaint Fee may be returned to the complaining member as part of the Sanctions, defined below.
- Sponsor understands and agrees that the enforcement action or sanctions ("Sanctions") shall be issued by IP Mediator and/or IAAPA in their sole discretion and may include but shall not be limited to: (i) the repayment by defending member to complaining member of the Complaint Fee, (ii) the removal of any Sponsor Content, including any brochure, content, media, advertisement or catalog, from any event, whether or not such event is sponsored by Sponsor, (iii) restrictions on access or services provided by IAAPA, or (iv) a loss of membership to IAAPA; or (v) a ban from any future sponsorship opportunity.
- Sponsor understands and agrees that any determination by IP Mediator and/or IAAPA to issue any Sanctions is not a legal determination that any intellectual property infringement or violation has occurred; instead, Sanctions shall be issued (i) to enforce this Agreement or any other contract between Sponsor and IAAPA or (ii) when IP Mediator believes that the Sponsor Content (or any item distributed by the Sponsor) is potentially infringing on another's intellectual property or proprietary rights.
- Data Protection:**
  - For the purposes of this Agreement, the following terms shall have the following meanings:
    - "Privacy Legislation" means all laws and regulations, including (without limitation) the laws and regulations of the European Union, the European Economic Area and their member states, which are applicable to the processing of Personal Data under this Agreement, including (without limitation) the EU General Data Protection Regulation (2016/679) ("GDPR"); and "Data Controller", "Data Subject(s)" and "Personal Data" each have the meanings given to them in the GDPR.
  - The parties acknowledge and agree that each party shall be a separate Data Controller in respect of the Personal Data received from the other party and processed in relation to this Agreement and each party shall be responsible for its compliance with the Privacy Legislation. The parties shall process the Personal Data received from the other party in accordance with its applicable privacy notice and the Privacy Legislation.
  - Should Sponsor transfer Personal Data to IAAPA, Sponsor represents, warrants and guarantees that (i) the Personal Data has been collected in strict compliance with the applicable Privacy Legislation; (ii) it has properly notified the Data Subjects concerned that their Personal Data may be transferred to third parties including IAAPA; and (iii) Sponsor has all necessary rights to transfer the Personal Data to IAAPA and such transfer of the Personal Data is and shall be in compliance with the applicable Privacy Legislation.
- Sponsor agrees and acknowledges that any data other than Personal Data, which IAAPA has obtained from Sponsor, may be freely shared with and transferred to IAAPA and IAAPA's affiliates and any third party for commercial purposes unless Sponsor has specified to the contrary in writing stating what data may not be so shared or transferred.
- Sponsor hereby agrees that the exclusive jurisdiction for any dispute, claim, or demand related in any way to the enforcement or construction of this Agreement will be decided by binding arbitration in the State of Florida, USA. Specifically, all disputes between Sponsor and IAAPA shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the Orlando, Florida, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred. It is the intention of the parties that all questions with respect to the construction and enforcement of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Florida, USA.
- Sponsor agrees that IAAPA's liability (if any) on account of omissions, errors or any breach, injury or claim related to this Agreement shall be discharged by abatement of the charges or a sponsorship/advertising allowance commensurate with the error for the particular sponsorship or advertisement in which the omission or error occurred, but in no event exceeding the contract price of the particular sponsorship or advertisement in which the omission or error occurred. No adjustment is applicable to any free sponsorship or advertisement. Reproduction quality of photographs or artwork provided cannot be guaranteed.

**Please sign and email to EPopovich@IAAPA.org Questions? Contact Emily Popovich at +1 703.850.4115**

**I have read and agree to the terms as set forth above.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Today's Date**