

# TECHNOLOGY SUMMIT

## SPONSORSHIP CONTRACT

Dallas/Fort Worth • August 13-15, 2019 • Omni Mandalay at Las Colinas



As of 02/25/19

Contact Name	Company Name	PPAI #			
Address ( )	( )	City	State/Province	Country	ZIP/Postal Code
Phone	Fax	Email			

### SPONSOR SOCIAL MEDIA ACCOUNTS

Please enter your company's preferred social media accounts. When possible, sponsors will be referenced in social media posts relating to PPAI's Technology Summit.

Facebook: \_\_\_\_\_

Instagram: \_\_\_\_\_

Twitter: \_\_\_\_\_

### CALCULATE YOUR PAYMENT

**PLEASE NOTE: SPONSORSHIP DEADLINE IS July 26, 2019**  
Sponsorship (Please select optional event exclusives below, if applicable.)

Platinum Sponsorship .....	\$5,000 .....	\$ _____
Gold Sponsorship .....	\$3,500 .....	\$ _____
Silver Sponsorship .....	\$2,500 .....	\$ _____
Bronze Sponsorship .....	\$1,500 .....	\$ _____
Product Sponsor .....	\$1,000 .....	\$ _____

**Sponsorship Total: \$ \_\_\_\_\_**

### SPONSORSHIP LEVEL INFORMATION

#### PLATINUM SPONSORSHIP (\$5,000) 1 AVAILABLE

- Recognized as platinum-level event sponsor
- Optional event exclusive sponsor recognition:
  - 1-Opening Event
- Opportunity to welcome attendees (5 minutes max)
- Vertical Banner Ad in two 2019 issues of *PPB* Newslink
- Logo recognition in onsite conference materials, on event webpage, and onsite signage
- Placement in *PPB* magazine ad recognizing event sponsors, post event

#### GOLD SPONSORSHIP (\$3,500) 2 AVAILABLE

- Recognized as gold-level event sponsor
- Optional event exclusive sponsor recognition:
  - (choose 1)*
  - 1- Networking Lunch (August 14)
  - 1- Networking Lunch (August 15)
- Opportunity to welcome attendees (5 minutes max)
- Vertical Banner Ad in a 2019 issue of *PPB* Newslink
- Logo recognition in onsite conference materials, on event webpage, and onsite signage
- Placement in *PPB* magazine ad recognizing event sponsors, post event

#### SILVER SPONSORSHIP (\$2,500) 2 AVAILABLE

- Recognized as silver-level event sponsor
- Optional event exclusive sponsor recognition:
  - (choose 1)*
  - 1- Networking Breakfast (August 14)
  - 1- Networking Breakfast (August 15)
- Logo recognition in onsite conference materials, on event webpage, and onsite signage
- Placement in *PPB* magazine ad recognizing event sponsors, post event

#### BRONZE SPONSORSHIP (\$1,500) 4 AVAILABLE

- Recognized as bronze-level event sponsor
- Optional event exclusive sponsor recognition:
  - (choose 1)*
  - 4- Breakout Session Timeslot
- Logo recognition in onsite conference materials, on event webpage, and onsite signage
- Placement in *PPB* magazine ad recognizing event sponsors, post event

#### PRODUCT SPONSORS (\$1,000)\*

- Exclusive opportunity per product category
  - Product distribution at conference to all attendees
  - Recognized as a product sponsor for the event
  - Logo recognition in onsite conference materials
  - Placement in *PPB* magazine ad recognizing event sponsors, post event
- \*If other sponsorship level is selected, product sponsorship may be added for \$750.*
- Products must be approved by PPAI®.*

### PAYMENT INFORMATION

**Please return contract with full payment to:**  
Promotional Products Association International  
3125 Skyway Circle N., Irving, TX 75038

**To remit payment by check please make payable to:**  
Promotional Products Association International

**To remit payment by credit card (Visa, American Express, Mastercard) please call:**  
Lydia Gonzales at 972-258-3076.

**Contact us:**  
Toll free 888-426-7724 • Fax 972-258-3003

## 1. DEFINED TERMS

The term "Event" means Technology Summit, scheduled to be held at Technology Summit ("Event") to be held on August 13-15, 2019 (the "Event Dates") at Omni Mandalay at Las Colinas (the "Facility"). The Event is owned, produced and managed by Promotional Products Association International ("PPAI"). As used hereinafter, the term "PPAI" means, collectively, PPAI, and each of its officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Sponsor" means, collectively, (i) the company or person that applied for sponsorship and agreed to enter into this contract upon acceptance by PPAI in the manner stated below and (ii) each of its officers, directors, employees, contractors, agents, representatives and/or invitees, as applicable.

## 2. PURPOSE

The primary purpose of the Event and PPAI-sponsored shows is to provide exposure to technology suppliers and to provide appropriate educational forums and opportunities. Sponsor privilege is open to North American Business Services members who are in good standing with PPAI and current in payment of dues and all other charges invoiced by the Association and have executed the sponsor's contract. North American UPIC qualified nonmember companies may sponsor if they are in good standing with PPAI, have executed the sponsor's contract and paid all related nonmember fees. PPAI reserves the right to decline any request if it is not in the best interest, as determined by PPAI at its sole discretion of the event.

## 3. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been signed by Sponsor, and accepted as valid by a duly authorized representative of PPAI. Evidence of contract acceptance will be a formal confirmation and the related financial specifics. The final sponsorship may be different from the Sponsor's requests.

## 4. ASSUMPTION OF RISKS; RELEASES

Sponsor expressly assumes all risks associated with, resulting from or arising in connection with Sponsor's participation at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Sponsor, whether caused by negligence, intentional act, accident, act of God or otherwise. Sponsor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither PPAI nor the Facility accepts responsibility, nor is a bailment created, for property delivered by or to Sponsor. Neither PPAI nor the Facility shall be liable for, and Sponsor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

## 5. INDEMNIFICATION

Sponsor shall indemnify, defend (with legal counsel satisfactory to PPAI), and hold PPAI, Facility and harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Sponsors' participation or presence at the Event, (b) a breach by Sponsor of any agreements, covenants, promises or other obligations under this contract (c) any matter for which Sponsor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Sponsor; (f) harm or injury (including death) to Sponsor; and (g) loss of or damage to property or the business or profits of Sponsor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

## 6. LIMITATION OF LIABILITY

Under no circumstances shall PPAI, or the Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall PPAI's maximum liability under any circumstance exceed the amount actually paid to PPAI by Sponsor for sponsorship pursuant to this contract. PPAI makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

## 7. QUALIFICATIONS OF SPONSOR

PPAI, in its sole discretion, determines whether a prospective sponsor is eligible to participate in the Event as defined in section 2, Purpose. PPAI reserves the right to restrict any sponsorship opportunities which PPAI, in its sole discretion, believes is objectionable or inappropriate.

## 8. ASSIGNMENT OF SPACE

Sponsorship will be assigned on a first-come, first-serve basis. Sponsorship shall be assigned by PPAI in its sole discretion for the Event and for the Event Dates only. Any such assignment does not

imply that similar sponsorship will be assigned for future Events. PPAI reserves the right to change the sponsorship prior to, or during the Event, if PPAI, in its sole discretion, determines that to do so is in the best interest of the Event.

## 9. CANCELLATION BY SPONSOR

If Sponsor desires to cancel this agreement, Sponsor may only do so by giving notice in writing sent to the PPAI with evidence of receipt. If written notice of cancellation is received after June 3, 2019, all paid sponsorship fees will be forfeited by the sponsor. If written notice of cancellation is received prior to June 3, 2019, Sponsor will be liable for 50% of the total sponsor fees. Please note that the marketing of the sponsor ceases on the date of the cancellation. This amount is considered to be liquidated and agreed upon damages, for the injuries the PPAI will suffer as a result of Sponsor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the sponsorship reserved from availability at a time when other parties would be interested in applying for it, will cause the PPAI to sustain damages. In this situation, the PPAI's damages will be substantial, but they will not be capable to determine with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages.

## 10. CANCELLATION BY PPAI

If Sponsor fails to make a payment required by this contract in a timely manner, PPAI may terminate this contract (and Sponsor's participation in the Event) without further notice and without obligation to refund monies previously paid. PPAI reserves the right to refuse sponsorship if Sponsor is in arrears of any payment due to PPAI. PPAI is expressly authorized (but has no obligation) to resell any sponsorship vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Sponsor from any liability hereunder. PPAI may also terminate this contract effective upon written notice of termination if Sponsor breaches any of its obligations under this contract, without any obligation on PPAI's part to refund any payments previously made and without releasing Sponsor from any liability arising as result of or in connection with such breach.

## 11. CANCELLATION OF THE EVENT

If PPAI cancels the Event or due to circumstances beyond the reasonable control of PPAI (such as acts of God, acts of war, governmental emergency, labor strike, actions by Facility that may be deemed detrimental to the Event, or unavailability of the Facility), PPAI shall refund to each Sponsor its sponsorship payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of PPAI to Sponsor. PPAI reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If PPAI changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Sponsor, but PPAI shall assign to Sponsor, in lieu of the original sponsorship, such other sponsorship as PPAI deems appropriate and Sponsor agrees to under the terms of this contract. If PPAI elects to cancel the Event other than for a reason previously described in this paragraph, PPAI shall refund to each Sponsor its entire sponsorship payment previously paid, in full satisfaction of all liabilities of PPAI to Sponsor.

## 12. LISTINGS AND PROMOTIONAL MATERIALS

By sponsoring at the Event, Sponsor grants to PPAI a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product name, of Sponsor in any directory (print, electronic or other media) listing the Sponsor at the Event and to use such names in PPAI promotional materials. PPAI shall not be liable for any errors in any listings or descriptions or for omitting any Sponsor from lists or materials. PPAI may also take photographs and videos with sound of sponsorship during, before or after the open hours of the Event and use such photographs and videos with sound for any PPAI promotional purpose.

## 13. CARE OF FACILITY

Sponsor shall promptly pay for any and all damages to the Facility or associated facilities, sponsor equipment or the property of others caused by Sponsor.

## 14. TAXES AND LICENSES

Sponsor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Sponsor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.

## 15. COPYRIGHTED MATERIALS

Sponsor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

## 16. OBSERVANCE OF LAWS

Sponsor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility (including any union labor work rules). Without limiting the foregoing, Sponsor shall set up tabletop booth to comply with the Americans with Disabilities Act.

## 17. ADDITIONAL TERMS AND CONDITIONS

PPAI has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Sponsor shall be deemed fully earned and non-refundable at the time of payment. Sponsor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to withdraw acceptance of the contract, PPAI in its sole judgment may refuse to consider for participation in future Events an Sponsor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of PPAI. Sponsor may not assign this contract or any right hereunder nor may Sponsor sublet or license all or any portion of its tabletop booth space.

## 18. INCORPORATION OF RULES AND REGULATIONS

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by PPAI in its sole discretion. PPAI may adopt rules and regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Sponsor. Sponsor shall observe and abide by additional regulations made by PPAI as soon as these additional rules or regulations are communicated to Sponsor. Sponsor agrees to comply with all applicable provisions of the Event and will not do anything that constitutes a violation of any part or condition of the Event.

## 19. ELIGIBILITY OF SPONSOR

Effective for all PPAI events and publications, any company that wants to gain access to the PPAI marketplace (through trade-show exhibit space, sponsorships, and advertising) is required to obtain Product Safety Aware status. Each company must designate a roster employee to serve as a Product Safety Ambassador. The roster employee must complete four hours of the specified product safety education or qualify under alternate criteria inking but not limited to, PRAG membership, PPAI Product Safety Summit attendance, primary active QCA compliance contact status (distributors and suppliers) or ICPHSO attendance, in order for the company to receive the Product Safety Aware status. ([www.ppai.org/inside-ppai/product-safety](http://www.ppai.org/inside-ppai/product-safety)) includes FAQs and list of specified product safety education.

For Technology Summit 2019, Product Safety Aware status must be obtained by 5pm Friday, August 2nd, 2019 for recognition as a sponsor throughout the conference. Any company not obtaining the Product Safety Aware status by the established deadline date and time will have their sponsorship canceled Section 10, Cancellation by PPAI. No refunds will be granted.

## Signature on Contract

Please sign your contract on the Authorized Signature line. I/We have read and agree to abide by the Event rules and regulations published on this form and subsequent additions.

Signature

Date