



Sponsorship Agreement

This agreement is made on _____ by _____ (hereinafter referred to as “Sponsor”) and *2019 Mari-Tech Conference & Exhibition* (hereinafter referred to as “Mari-Tech 2019”), exclusively for the 2019 Mari-Tech annual conference, to be held at the Ottawa Conference and Event Centre, Ottawa Ontario, Canada.

Please note that by signing this agreement you are agreeing to adhere to all the deadlines and to follow all requirements stated herein.

TERM:

This agreement will be effective upon execution by both parties and will terminate on April 26, 2019 or when all conditions of this agreement have been met. This agreement cannot be terminated except by the conditions as stated herein.

AGREEMENT:

_____ is being provided a sponsorship opportunity at the Mari-Tech 2019. I understand that by signing this agreement that I/we have contracted for the following **sponsorship package at the fee of \$ _____ (+13% HST).**

Sponsorship Level/Details:

Includes:

-
-
-

Booth Selection (For Platinum and Gold sponsors only):

1st Choice

2nd Choice

Companies from whom you desire separation

TERMINATION:

In the unlikely event that the sponsor terminates this sponsorship, fails or refuses to provide the deliverables as outlined in this agreement or any part thereof in a timely manner, and such failure continues for a period of fifteen (15) business days after written notice from the Mari-Tech 2019 to Sponsor, Mari-Tech 2019 shall terminate this agreement without further obligation to sponsor, and will consider the sponsor to be in default of this agreement.

Both parties agree that damages to Mari-Tech 2019 would be difficult, if not impossible, to ascertain. It is agreed that a penalty for cancellation must insure against actual loss of gross revenue, the total expenses incurred less any recoverables, the necessary costs of remedial action incurred by Mari-Tech 2019 to replace the sponsorship and/or the cost to minimize or avoid the extent of the loss. Therefore, in the event of default by Sponsor, the Sponsor will be responsible to pay no less than 50% of the total sponsorship fee as a cancellation/termination/default penalty. Penalty fee must be paid within 30 (thirty) days of the date of cancellation/termination/default.

Any fee(s) already paid to, and received by Mari-Tech 2019 at the time of default shall be applied to such cancellation expenses. If cancellation/termination fee exceeds the total fee paid at the date of termination; the Sponsor shall pay such additional amounts to Mari-Tech 2019 within thirty (30) days of the date of termination. If the Sponsor fee paid to Mari-Tech 2019 exceeds 50% of the total Sponsorship, Mari-Tech 2019 shall return to the Sponsor the difference within thirty (30) days.



In the unlikely event Mari-Tech 2019 fails or refuses to provide the services as outlined in this agreement, or any part thereof, except by Force Majeure, and such failure continues for a period of fifteen (15) business days after written notice from Sponsor to Mari-Tech 2019, Sponsor may terminate this agreement without further obligation to Mari-Tech 2019.

Any fee(s) paid to Mari-Tech 2019 at the time of such default, minus actual expenses incurred by Mari-Tech 2019 toward that sponsorship shall be returned to Sponsor within thirty (30) days.

FORCE MAJEURE:

Mari-Tech 2019 may suspend or cancel obligations under this agreement with no penalty if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent that 2019 Mari-Tech Conference & Exhibition cancelled:

Fire, flood, riot, hurricane, earthquake, tornado, civil commotion, insurrections, acts of God, labor disputes or strikes at the event facility, war on Canadian soil, shortage of, or inability to obtain materials, supplies, utilities or equipment, and/or curtailment of transportation, which makes it inadvisable or impossible to execute Mari-Tech 2019 Conference & Exhibition as planned and/or scheduled. In the event of any one or more of such reasons/situations, *Mari-Tech 2019*, its contractors, agents, employees and/or vendors will not be held responsible for the delay of, or failure to perform its obligations under this agreement. Further, Sponsor is entitled to receive a refund of any advertising fee (s) already paid, minus any direct expenses incurred by Mari-Tech 2019.

In the event that Mari-Tech 2019 Conference & Exhibition is rescheduled, all benefits as originally agreed shall be in effect, any/all sponsorship fee(s) already paid shall be applied to the rescheduled event and any/all sponsorship fee(s) not yet paid would be due to the Mari-Tech 2019.

INDEMNIFICATION:

Each party agrees to indemnify, hold harmless and defend the other party from and against all liabilities, damages, actions, costs, losses, claims and expenses on account of personal injury, death or damage to or loss of property or profits arising out of, or resulting from, any act, omission, negligence, fault, or violation of law, or ordinance of the other party, its officers, employees, agents, representatives, and subcontractors to the extent that the party seeking indemnification did not act as the intervening cause. In the event either party demands indemnification (the "Indemnitee") under this provision, and has not acted as the intervening or contributing cause, such Indemnitee shall give prompt and timely notice upon learning of the event (s) giving rise to the demand for indemnification of the other party (the "Indemnitor"). The Indemnitor shall have the right to hire counsel of its own, direct and control the defense and compromise and/or settle the matter. The Indemnitee shall provide such assistance as may be reasonably required. The Indemnitor shall not be responsible for any compromise or settlement agreed without such Indemnitor's written consent.

NON-DISCLOSURE:

Mari-Tech 2019 agrees that it shall not, at any time, without the express written consent of Sponsor, publish, disclose or divulge advertisers' information to any person, firm, or corporation or use advertiser's information, directly or indirectly, for its own benefit or the benefit of any such person, firm or corporation.

Both parties agree that the intended use of any information, received by *Mari-Tech 2019* from Sponsor is for the sole purpose of marketing, publicizing, and executing advertising in/at the 2019 Mari-Tech Conference & Exhibition.

The obligations hereof shall terminate with respect to any particular portion of the Sponsor's information when *Mari-Tech 2019* can document that:

- I. Sponsor's information was in the public domain at the time of Mari-Tech 2019 communication thereof to any third party; or
- II. Sponsor's information entered the public domain, through no fault Mari-Tech 2019, subsequent to the time of Sponsor's communication thereof Mari-Tech 2019; or



- III. Sponsor's information was necessary to the successful production, planning and execution of 2019 Mari-Tech Conference & Exhibition. This might include, but not be limited to; names, addresses, travel information, meeting objectives, attendance numbers, etc., of employees and customers.

GENERAL INSTRUCTIONS:

1. Sponsors assume liability for sponsorship content (including text, illustration, representation, and other copyright matter), and also assume responsibility for any claim arising there from against *Mari-Tech 2019*.
2. *Mari-Tech 2019* reserves the right to reject any sponsorship that does not conform to publication or presentation standard's.
3. *Mari-Tech 2019* reserves the right to place the word "sponsor" on copy which, in his/her opinion, closely resembles editorial matter. Positioning of sponsorship is at the discretion of publisher, based on the section paid for. *Mari-Tech 2019* liability for any error will not exceed the cost of the space/time occupied by error.
4. *Mari-Tech 2019* cannot be held liable for circumstances beyond his/her control affecting production or delivery in any manner.
5. *Mari-Tech 2019* reserves the right to hold the sponsor and/or its agency jointly and severally liable for such monies as are due and payable to the *Mari-Tech 2019*.

OTHER CONSIDERATIONS:

It is understood and agreed that no partnership or joint venture relationship is intended to be created hereby between the parties and that this agreement shall be construed in accordance with such intent.

For more information, please contact:

Marie-Claude Bureau
Senior Event Manager
Maestro Event and Conference Managements Inc
mc@maestroevents.ca
819-230-5565



BINDING AGREEMENT:

This Agreement contains all of the terms agreed to by the parties with respect to the subject matter of the agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether written or oral. This agreement shall extend and be binding upon and ensures to the benefit of each party, their assignees and respective successors. This agreement may not be changed, modified, waived or discharged in whole or in part, except by an instrument in writing signed by both parties.

Sponsor Representative

Name & Title:

Signature:

Date:

CIMarE Representative

Name & Title:

Signature

Date:

Contact Information:

Contact Person:

Title:

Address:

City, Province/State, Postal Code/ZIP Code:

Country:

Phone:

Email:

Company website: