



# FENCETECH 2023 SPONSORSHIP AGREEMENT

TYPE OR PRINT THIS ORDER FORM, SIGN AND RETURN COMPLETED FORM TO:  
fencetech@americanfenceassociation.com, or fax to 314-480-7118

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## SPONSORSHIP OPPORTUNITIES

Please check the sponsorship opportunities you wish to support for FENCETECH® 2023.

| PREMIUM SPONSORSHIP LEVELS |   |                  |                 |
|----------------------------|---|------------------|-----------------|
| ✓                          | Item/Event                                  | Investment       | Priority Points |
|                            | Platinum                                    | \$66,000         | 100             |
|                            | Gold  | \$45,000         | 60              |
|                            | Silver                                      | \$30,000         | 40              |
|                            | Bronze                                      | \$20,000         | 20              |
| SIGNAGE · BANNERS · KIOSKS |   |                  |                 |
|                            | Registration                                | \$11,000         | 11              |
|                            | Escalator Clings (Limited)                  | \$6,000          | 6               |
|                            | Glass Cling                                 | \$6,000          | 6               |
|                            | Show Floor Coffee Breaks                    | \$5,000          | 5               |
|                            | Carpet Decal                                | \$5,000          | 5               |
|                            | Exhibit Hall Banners (Limited)              | \$6,000          | 6               |
|                            | Column Units (Limited)                      | \$5,500 per unit | 5               |
|                            | Education Sessions (Exclusive)              | \$4,000          | 4               |
|                            | Education Break (Limited)                   | \$5,000          | 5               |
|                            | Hanging Aisle Sign (Limited)                | \$5,500          | 5               |
|                            | Floor Decal                                 | \$550            | 0               |
| PROMOTIONAL MATERIALS      |   |                  |                 |
|                            | Registration Bags (4)                       | \$6,000/side     | 6               |
|                            | Registration Bag Promotional Item (Limited) | \$5,000          | 5               |
|                            | Lanyards (Exclusive)                        | \$8,500          | 9               |
|                            | Name Badge Holder — (2) (Exclusive)         | \$8,500          | 9               |
|                            | Hotel Room Keys (Exclusive)                 | \$9,000          | 8               |
|                            | Charging Station (2)                        | \$5,000          | 5               |
|                            | Bar/Food Kiosk                              | \$2,500          | 0               |
|                            | Ask it To Win It Passport                   | \$1,000          | 0               |

| FEATURED OPPORTUNITIES |   |          |    |
|------------------------|---|----------|----|
|                        | Opening Party Happy Hour                      | \$20,000 | 20 |
|                        | Keynote Speaker Session (Exclusive)           | \$10,000 | 10 |
|                        | Award Dinner                                  | \$7,500  | 8  |
|                        | Women in Fencing                              | \$7,500  | 8  |
|                        | Young Fence Professionals (YFP) Happy Hour    | \$3,000  | 2  |
|                        | Leadership Appreciation Breakfast (Exclusive) | \$5,000  | 5  |

**PAYMENT**

FENCETECH® show management must receive 50% of the Sponsorship payment within (30) days of invoice with balance due by July 2, 2022, unless otherwise approved by Management. Sponsors that sign up after July 2, 2022 must submit 100% of the Sponsorship payment within (30) days of the invoice date.

All payments for sponsorships must be made by company check or credit card. All order forms must be accompanied by the 50% deposit of total sponsorship payment. All sponsorships cannot be canceled and are non-refundable.

Check # \_\_\_\_\_  VISA  MasterCard  AMEX

Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_

Total Amount to be charged: \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_

Cardholder's Signature: \_\_\_\_\_

**DEADLINES:**

Logos/Artwork for digital marketing purposes due by June 1, 2022

Logos/artwork for onsite use due by November 1, 2022

Full balance due by July 2, 2022

THIS SPONSORSHIP AGREEMENT (“Agreement”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”) between the American Fence Association (“AFA”), and \_\_\_\_\_ (“Sponsor”).

## Recitals

- 1. In furtherance of its tax-exempt purposes, AFA shall conduct FENCETECH® (“FENCETECH®”); and Sponsor desires to support the mission and purposes of AFA by participating in support of FENCETECH®.**
- 2. AFA desires to permit Sponsor to sponsor the Sponsored Activities described in Exhibit A in exchange for certain compensation as outlined in this Agreement.**

**1. Sponsorship** - During the term of this Agreement, AFA agrees to identify and acknowledge Sponsor as a sponsor of FENCETECH®. Such identification and acknowledgment will include displaying Sponsor’s corporate logo and certain other identifying information in connection with FENCETECH®, including marketing, advertising, and other appropriate promotional media and materials. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment will be determined solely by AFA. Additional Sponsorship Benefits to be provided to Sponsor are set forth in Exhibit A.

**2. Mutual License of the Intellectual Property** - AFA and the Sponsor are each the sole owner of all right, title, and interest to AFA and the Sponsor’s respective information, including such party’s logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, “Property”). AFA and the Sponsor hereby grant to other party a limited, non-exclusive license to use certain of the granting party’s intellectual Property, including names, trademarks, and copyrights for use solely in connection with promotion of Sponsor’s Sponsorship of FENCETECH®. Notwithstanding the foregoing, Sponsor grants AFA a perpetual, royalty-free, worldwide license to use its Property in connection with any reproduction of FENCETECH®. Sponsor represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to AFA nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to AFA; and that the Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party.

**3. Sponsorship Payment** - In consideration for the right to sponsor FENCETECH® and to be acknowledged by the AFA as a sponsor of FENCETECH® during the Term of this Agreement, Sponsor agrees to pay a Sponsorship Fee to the AFA in the amount indicated on page 1 with the complete balance due no later than July 1, 2022. The contributions described in this Section shall constitute payment by Sponsor solely for Sponsor’s Sponsorship of FENCETECH®. Such contributions shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by AFA on behalf of Sponsor, or income from a partnership or joint venture.

**4. Hospitality Functions and Other Events** - Without express written approval of AFA, and except as otherwise provided in this Agreement, Sponsor is prohibited from scheduling private functions, tours, cocktail parties, special events or other hospitality functions during official FENCETECH® hours or during hours when an AFA activity is being held. In the event Sponsor breaches this provision, AFA will retain the full Sponsor Fee and Sponsor may only participate in future AFA events in AFA’s discretion.

**5. Relationship Between the Parties** - The parties agree that this Agreement is not intended to create any joint venture, partnership, employment, or agency relationship of any kind. The parties agree that Sponsorship of the Meeting does not constitute AFA’s endorsement, guarantee, acceptance, or approval of Sponsor, its services, products, programs, or activities.

**6. Indemnification** - Sponsor hereby agrees to indemnify, save and hold harmless AFA and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all third party claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any act or omission by Sponsor or any of its officers, directors, employees, or agents; (ii) any use of Sponsor’s name, logo, Web site, or other information, materials, products, or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. AFA shall promptly notify Sponsor upon receipt of any claim or legal action referenced in this indemnification section. The provisions of this section shall survive any termination or expiration of this Agreement.

**7. Confidentiality.** - During the Term of this Agreement and thereafter, each party shall use and reproduce the other party’s Confidential Information (as defined below) only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party’s Confidential Information to its officers, directors, employees, contractors, and other agents with a reasonable need to know such Confidential Information, and shall not disclose the other party’s Confidential Information to any third party without the prior written consent of the other party.

Notwithstanding the foregoing, it shall not constitute a breach of this Agreement for either party to disclose the other party’s Confidential Information if required to do so under law or in judicial or other governmental investigations or proceedings, provided the other party has been given prior written notice and provided the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.

As used in this Agreement, the term “Confidential Information” refers to: (i) the terms and conditions of this Agreement; (ii) each party’s trade secrets, organizational and/or operational plans, strategies, methods, and/or practices; and (iii) any other information relating to either party or its business or organization that is not generally known to the public, including but not limited to information about either party’s employees, contractors, agents, products, services, members, customers, marketing strategies, or future plans. Notwithstanding the foregoing, Confidential Information does not include: (i) information that is in the public domain as of the effective date of this Agreement or that subsequently enters the public domain by publication or otherwise through no action or fault of the information independently developed by either party’s employees or agents, provided that such party can demonstrate that such employees or agents had no access to the Confidential Information received hereunder.

**8. Term and Termination of Agreement** - This Agreement will terminate (i) upon conclusion of FENCETECH®, or (ii) upon the occurrence of a material breach (including Sponsor's failure to make timely payments) by either party if such breach is not cured within ten (10) days after written notice of such breach is received, or (iii) upon thirty (30) days notice by either party to the other party, with or without cause. In the event of termination, AFA will refund to Sponsor a pro rata portion of the money that is not used in support of FENCETECH®, in AFA's sole discretion. Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire, and each party shall discontinue the use of such other party's Property.

**9. General Provisions.** -

**a. Warranties** Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of the parties' obligations hereunder, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this Section shall survive any termination or expiration of this Agreement.

**b. Waiver** Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

**c. Governing Law** All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Illinois. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of Illinois and each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of Illinois.

**d. Assignment** This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

**e. Heirs, Successors and Assigns** This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, shareholders, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

**a. Entire Agreement** This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

**b. Severability** If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed reformed or deleted to the extent necessary to comply with applicable law, and the remaining provisions shall be unaffected and shall continue in full force and effect, unless a material failure of consideration would result thereby.

**c. Force Majeure** Should any circumstance beyond the control of AFA, including by way of example and not by way of limitation, acts of God and nature, acts of terrorism, actions by governmental authority (whether valid or invalid), fires, explosions, riots, natural disasters, epidemics, disease, wars, sabotage, work stoppage or other labor problem, prevent AFA from holding FENCETECH® as scheduled, AFA shall be entitled to cancel FENCETECH® and terminate this Agreement without penalty, in which event Sponsor shall be entitled to a pro-rated refund of such portion of its sponsorship fee as remains following deduction by AFA of the expenses incurred up to the time this Agreement is terminated.

**d. Notice** Any notice required or permitted to be given by either party under or in connection with this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight courier service to the addresses indicated below. Notice shall be deemed given upon actual receipt or refusal of delivery.

If to AFA:

Authorized Company Contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Company Website: \_\_\_\_\_

If to Sponsor:

Authorized Company Contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Company Website: \_\_\_\_\_

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the dates indicated below**

SPONSOR NAME

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

AMERICAN FENCE ASSOCIATION

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_