



## TERMS AND CONDITIONS OF SPONSORSHIP AGREEMENT

The Sponsor has agreed to a Sponsorship Agreement for M-PACT 2022. M-PACT has agreed to provide the Sponsor with benefits set out in their Sponsorship Commitment Letter (included with this Agreement).

### 1. DEFINITIONS AND INTERPRETATION

- a. "Sponsorship Fee" means the fee agreed upon in the Sponsorship Commitment Letter.
- b. "Sponsorship Selection" means the Sponsorship item selected as written in Sponsorship Commitment Letter.

### 2. SPONSORSHIP FEE

- a. The Sponsor will pay M-PACT the Sponsorship Fee as agreed upon in the Sponsorship Commitment Letter. M-PACT will issue an invoice for the Sponsorship Fee to the Sponsor. The Sponsor must pay 50% of the Sponsorship Fee within 30 days and full payment 60 days prior to the start of M-PACT 2022 (September 7, 2022).

Payment Percentage	Due Date
50% of Sponsorship Fee	30 days from Invoice Date
Full Payment	60 days prior to M-PACT (February 18, 2022)

### 3. SPONSORSHIP BENEFITS AND OBLIGATIONS

- a. In consideration of the payment of the Sponsorship Fee by the Sponsor, M-PACT grants the Sponsor the selected sponsorship rights contained within the Sponsorship selection.
- b. The Sponsor will act at all times in a manner which is consistent with the good name, goodwill, and reputation of M-PACT.
- c. M-PACT is responsible for administration of the sponsorship activities and benefits and coordinating all details in relation to those sponsorship activities and benefits set out in the Sponsorship Commitment Letter.
- d. M-PACT may cancel or postpone any event/activity at its discretion, in which case, M-PACT and the Sponsor will discuss options of the same or similar value that is suitable to both parties to replace the cancelled event; however, no refunds will be provided.
- e. The Sponsor must keep confidential and not use for any other purpose other than the performance of this agreement and must not disclose any information provided by M-PACT to the Sponsor which is identified as, or reasonably considered as confidential.
- f. Nothing in this agreement creates any relationship of employment, agency or partnership. This agreement contains the entire agreement and may only be varied in writing. A waiver of an obligation by a party is not a waiver of any other obligation.

### 4. USE OF LOGO AND INTELLECTUAL PROPERTY RIGHTS

- a. The Sponsor will provide M-PACT with a copy of its logo and/or trademark in the form required by M-PACT for the purpose of this Agreement. M-PACT will only use any logo and/or trademark provided by the Sponsor for the purposes of this Agreement.
- b. The Sponsor warrants that it has full power and authority to provide its logo and/or trademark as provided to M-PACT under this Agreement.
- c. The Sponsor agrees to indemnify and keep indemnified M-PACT against any claims, actions, liabilities, losses, demands, suits, damages, expenses or costs arising out of or in respect of the proper use by M-PACT of the Sponsor's logo and/or trademark under this Agreement, including but not limited to any claims in respect of any infringement of any third-party intellectual property rights.



- d. Nothing in this Agreement constitutes a grant or creates to or in favor of a party and goodwill or proprietary right in or relation to the other party or any of the other party's intellectual property, including but not limited to the other party's logo and/or trademarks.
- e. Each party agrees not to take any action which may damage the validity or value of the other party's name, corporate logo or other identifying mark in connection with performance of this agreement.

**5. TERMINATION AND CANCELLATION**

- a. M-PACT may terminate this Agreement immediately on written notice to the Sponsor, if the Sponsor fails to pay the Sponsorship Fee to M-PACT in accordance with the payment provisions of this Agreement;
- b. Either party may terminate this Agreement if;
  - i. The other party commits a breach of any provision of this Agreement and such breach is not rectified within 7 days after receipt of written notice from the first party requiring the breach to be remedied;
  - ii. One party commits any act or behaves in any manner, which is the reasonable opinion of the other party, brings the first party into disrepute; or
  - iii. One party becomes or threatens to become, or in the reasonable opinion of the other party is in jeopardy of becoming, subject to any form of insolvency administration.
- c. The Sponsor will not be entitled to any refund of the Sponsorship Fee if the Sponsor terminates this Agreement other than in accordance with clause 5.2.

**6. CANCELLATION POLICY**

- a. In the unlikely event that M-PACT should decide or be forced to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply due to pre-cancellation promotion and recognition of sponsorships:

Date of Cancellation Notice	Percentage of Pre-Cancel Promotion of Sponsorship Fee
Cancellation between 120 days in advance of convention start date	50%
Cancellation between 90 days in advance of convention start date	75%
Cancellation between 30 days in advance of convention start date	100%

- **The cancellation policy does not apply to this agreement. There will not be any pre-cancellation fee applied.**

- b. Impossibility  
The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, medical epidemic, strikes, terrorism or threats of terrorism, civil disorder, or similar cause, including emergency conditions, beyond the control of the parties making it, illegal, impossible to hold the Event, or for either party to fully perform the terms of this Agreement.



- c. Unavailability of Convention Center  
This contract is contingent upon the Indianapolis Convention Center being available for group's use over the meeting dates. If for any reason, the Indianapolis Convention Center is not available to provide the required facilities to group or fail to reach an agreement with group, then group may terminate this contract with written notice to the hotel without liability provided such notice is given within (30) days of notification to the group of non-availability from the Indianapolis Convention Center.

**7. NOTICE OF DISABILITY ACT**

- a. In compliance with the Americans with Disabilities Act of 1990, we will make all reasonable efforts to accommodate individuals with disabilities. Please contact Cathy Melton at 317/319-4294.

**8. DISPUTE RESOLUTION**

- a. Any controversy or claim relating to the show shall be settled in the courts of the State of Indiana according to the laws and procedures of that jurisdiction. By committing as a sponsor, sponsors agree to submit to the courts of the State of Indiana.
- b. If any term of this agreement is held by a court to be invalid, void, or unenforceable, the remaining terms and provisions of this agreement shall retain their full force and effect and shall in no way be affected, invalidated, or impaired.

**9. WAIVER**

- a. The waiver or failure of either party to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further or future rights hereunder.

**10. NOTICE**

- a. All notices and other communications relating to this agreement shall be in writing and shall be deemed to have been given, made received only upon actual receipt of registered or certified mail, postage prepaid, return receipt requested to:  
M-PACT  
Attn: Cathy Melton  
Sponsorship Coordinator  
600 East 96<sup>th</sup> Street, Suite 585  
Indianapolis, IN 46240

**11. ENTIRE AGREEMENT**

This Agreement, and these terms and conditions constitute the entire agreement between M-PACT relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing.