



Texas Association of Broadcasters

## TEXAS ASSOCIATION OF BROADCASTERS ANNUAL CONVENTION & TRADE SHOW

AUG. 3-4, 2021 | JW MARRIOTT DOWNTOWN AUSTIN

# TEXAS ASSOCIATION OF BROADCASTERS EVENT SPONSORSHIP AGREEMENT

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This EVENT SPONSORSHIP AGREEMENT (this "Agreement"), made, entered into and deemed effective as of the date set forth below (the "Effective Date"), is by and between Texas Association of Broadcasters, a Texas nonprofit corporation ("TAB"), and the below-named individual or entity ("Sponsor"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TAB and Sponsor hereby agree to the following:

### ADDENDUM A

#### Standard Terms & Conditions

The following terms and conditions are expressly made part of the Agreement, and TAB and Sponsor hereby agree to the same:

1. The Event. For the purpose of this Agreement, and unless TAB notifies Sponsor to the contrary, TAB is the owner and organizer of the Event. TAB shall reasonably endeavor to have the Event take place on the date(s), at the time(s) and at the location(s) specified in this Agreement.
2. Sponsorship Benefits. In consideration for Sponsor's payment of the Sponsorship Fee, TAB hereby grants the Sponsorship Benefits to Sponsor.
3. Sponsorship Fee. Sponsor shall pay the Sponsorship Fee to TAB in the manner specified in this Agreement.
4. Grant of Rights. Sponsor hereby grants TAB the right (and, when appropriate to effectuate TAB's exercise of that right, grants the sublicenseable right) on a gratis (or without charge) basis to use Sponsor's names, trademarks, and trade-dress (collectively, the "Sponsor Marks") in connection with the Event and the Sponsorship Benefits (including, without limitation and by way of example only, in connection with the identification of Sponsor as a sponsor of the Event before, during, and after the Event); provided, however, that the use of the Sponsor Marks in connection with any advertising materials for the Event shall be subject to Sponsor's prior approval (such approval not to be unreasonably withheld or delayed). The Sponsor Marks shall be and remain the exclusive property of Sponsor. Sponsor represents and warrants to TAB that Sponsor is the exclusive owner of all rights, titles and interests in and to the Sponsor Marks.
5. Termination; Survival. This Agreement shall automatically terminate upon the completion of the obligations of the parties hereto, unless earlier terminated by the mutual written agreement of TAB and Sponsor, by any other mechanism for termination that is expressly provided for under this Agreement. Upon the termination of this Agreement, all rights and privileges granted under this Agreement shall automatically terminate and revert back to the respective grantor, and all rights and obligations under those provisions of this Agreement which by their terms, nature, or implication are expressly stated or intended to survive the termination of this Agreement shall survive.
6. Default. If either party hereto fails to perform his/her/its obligations under this Agreement (other than a delay or interruption in fulfillment of its obligations as a result of a Force Majeure Event, as defined below), including, without limitation, a failure to make any payments as required by this Agreement, the non-defaulting party shall have the right to immediately cease all performance under this Agreement. If the defaulting party fails to cure the default within thirty (30) days after the date when the non-defaulting party gives the defaulting party written notice of the default, then the non-defaulting party may, in addition to any other remedies which may be available to it under the circumstances, terminate this Agreement effective immediately by providing written notice of such termination to the defaulting party.
7. Representations and Warranties. TAB represents and warrants to Sponsor that it has the full right and authority to enter into, perform, and grant the rights, privileges, benefits and obligations described under this Agreement. Sponsor represents and warrants to TAB that he/she/it has the full right and authority to enter into, perform, and grant the rights, privileges, benefits and obligations described under this Agreement.



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8. **Disclaimer.** SPONSOR UNDERSTANDS AND ACKNOWLEDGES THAT TAB HAS NOT MADE ANY EXPRESS OR IMPLIED REPRESENTATIONS, STATEMENTS, WARRANTIES, CONDITIONS, OR COVENANTS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS CONCERNING THE QUALITY OF THE SPONSORSHIP BENEFITS), EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT.
9. **Limitation of Liability.** IN NO EVENT SHALL TAB OR TAB'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, VENDORS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, ASSIGNS, TRANSFEREES, LICENSEES, OR INVITEES BE LIABLE TO SPONSOR OR SPONSOR'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, VENDORS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, ASSIGNS, TRANSFEREES, LICENSEES, OR INVITEES FOR OR IN CONNECTION WITH ANY CLAIM OF NEGLIGENCE, RECKLESSNESS, INFRINGEMENT, VIOLATION OF THE RIGHTS OF PRIVACY OR PUBLICITY, DEFAMATION, DISPARAGEMENT, INDECENCY, OBSCENITY, FRAUD, OR MISREPRESENTATION IN CONNECTION WITH TAB'S PERFORMANCE UNDER THIS AGREEMENT.
10. **Limitation of Remedies.** IN THE EVENT TAB BREACHES OR IS OTHERWISE IN DEFAULT OF THIS AGREEMENT, SPONSOR'S EXCLUSIVE MONETARY REMEDY SHALL BE LIMITED TO A REFUND OF THOSE AMOUNTS OF THE SPONSORSHIP FEE SPONSOR HAD ACTUALLY PAID TO TAB. IN NO EVENT SHALL SPONSOR SEEK TO ENJOIN THE EVENT, AND ANY ATTEMPT BY SPONSOR TO ENJOIN THE EVENT SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT BY SPONSOR ENTITLING TAB AT A MINIMUM TO AN AWARD OF NOMINAL DAMAGES.
11. **Tax Penalties.** TAB may report any and all payments and benefits made or received under this Agreement to any taxing authority(s) as appropriate under applicable law. Nothing contained in this Agreement shall be construed as requiring TAB to compensate Sponsor for any adverse tax effects associated with any payments or benefits made or received under this Agreement.
12. **Force Majeure.** For purposes of this Agreement, a "Force Majeure Event" shall mean and include any event or cause beyond the reasonable control of a party hereto that may be characterized as "force majeure" (including, without limitation and by way of example only, any acts of God, acts of governmental authority, acts of the public enemy, war, acts of terrorism, riots, civil disturbances, labor strikes, lockouts, insurrections, accidents, power outages, construction delays, fires, explosions, earthquakes, floods, blizzards, and damage caused by third parties whether intentionally, negligently or recklessly caused). Neither TAB nor Sponsor shall be deemed in breach or otherwise default of this Agreement for any Force Majeure Event. TAB and Sponsor shall address or minimize the impact of any applicable Force Majeure Event by taking reasonable measures to ensure performance under this Agreement to the extent possible.
13. **No Assignment or Delegation.** Sponsor shall not assign or delegate any rights, privileges, benefits or obligations under this Agreement to any third party without TAB's prior written consent.
14. **No Relationship.** Neither this Agreement nor the performance of this Agreement create a fiduciary, agency, employment, independent contractor, partnership, or joint venture relationship between TAB and Sponsor.
15. **Governing Law.** This Agreement and all disputes, controversies and claims arising from or in connection with the subject matter of the Agreement (whether grounded in contract, tort, statute, law, or equity) shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas and applicable federal law, regardless of any conflicts of law analysis.
16. **Miscellaneous.** This Agreement sets forth the entire agreement between TAB and Sponsor and supersedes all prior agreements, if any, made between them (orally or in writing) relative to the subject matter hereof. This Agreement may be executed and exchanged in multiple counterparts by personal delivery, mail, fax, and/or e-mail, and each of which shall be an original and all of which, taken together, shall be one instrument. This Agreement cannot be modified, amended, released, or waived, except in a writing signed by TAB and Sponsor. If any term or condition of this Agreement is held invalid or unenforceable by a court with binding authority, then the remainder shall remain in full force and effect and the invalidated or unenforceable term or condition shall be reformed to the maximum extent possible so as to affect the intent of the Agreement. This Agreement shall inure to the benefit of and be binding upon TAB, Sponsor, and their respective successors, heirs, devisees, assigns, and transferees.



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**[END OF ADDENDUM A]**

TAB and Sponsor acknowledge and agree that they have read, understand, accept, and shall be legally bound by the terms and conditions of this Agreement, as well as the "Standard Terms & Conditions" attached hereto and incorporated herein by reference as Addendum A.