



Texas Association of Broadcasters

TEXAS ASSOCIATION OF BROADCASTERS
ANNUAL CONVENTION & TRADE SHOW
AUG. 3-4, 2022 | JW MARRIOTT DOWNTOWN AUSTIN

TEXAS ASSOCIATION OF BROADCASTERS SPONSORSHIP AGREEMENT

This SPONSORSHIP AGREEMENT (this “Agreement”), is made and entered into 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 individual or entity registering as a “sponsor” for the Show (defined below) (“Sponsor”).

*****BY REGISTERING AS A “SPONSOR” FOR THE SHOW (DEFINED BELOW), SPONSOR DOES HERBY ACCEPT AND AGREE TO THIS AGREEMENT IN ITS ENTIRETY. *****

In consideration of the premises and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TAB and Sponsor hereby agree to the following:

- The Show.** For the purpose of this Agreement, and unless TAB notifies Sponsor to the contrary, TAB is the owner and organizer of the following event (the “Show”): **Texas Association of Broadcasters Annual Convention & Trade Show, to be held from August 3-4, 2022, at the JW Marriott Austin, 110 E. 2nd Street, Austin, Texas 78701.** TAB shall reasonably endeavor to have the Show take place on the date(s), at the time(s) and at the location(s) specified in this Agreement.
- Sponsorship Fee and Benefits.** The “Sponsorship Fee” and “Sponsorship Benefits” are identified in a separate document accompanying this Agreement that is signed and dated by both parties hereto. If any term or condition of this Agreement and that accompanying document conflicts, the conflicting term or condition of this Agreement shall govern and control. TAB’s grant of the Sponsorship Benefits to Sponsor is conditioned on Sponsor’s timely payment of the Sponsorship Fee.
- 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 Show 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 Show before, during, and after the Show); provided, however, that the use of the Sponsor Marks in connection with any advertising materials for the Show 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.
- 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 the parties hereto or 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.

5. 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.
6. 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; that the Sponsor Marks or any other rights, content, or materials provided by Sponsor for use in relation to the Show do not infringe upon or violate the intellectual property rights, rights of privacy, or rights of publicity of, or defame, any person or entity.
7. Indemnification. **Sponsor shall indemnify, release, and hold harmless TAB, TAB's parents, subsidiaries, and affiliates, and the respective officers, directors, owners, members, agents, employees, representatives, partners, successors, assignees, transferees, and licensees of the foregoing (collectively, "Indemnities") from and against all liabilities, claims, suits, demands, proceedings, judgments, and other actions brought by any third parties against any Indemnities, together with all damages, fines, penalties, and expenses (including reasonable legal costs and expenses, and outside attorneys' fees) incurred by any such Indemnities, arising out of or in connection with the breach of any of Sponsor's representations and/or warranties under this Agreement.**
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, FOR EXAMPLE, 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, TAB'S PARENTS, SUBSIDIARIES, OR AFFILIATES, OR ANY OFFICERS, DIRECTORS, MANAGERS, OWNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTNERS, SUCCESSORS, ASSIGNS, TRANSFEREES, OR LICENSEES BE LIABLE TO SPONSOR OR SPONSOR'S OFFICERS, DIRECTORS, MANAGERS, OWNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTNERS, SUCCESSORS, ASSIGNS, TRANSFEREES, LICENSEES, GUESTS, OR INVITEES FOR OR IN CONNECTION WITH ANY CLAIM OF NEGLIGENCE, RECKLESSNESS, PROPERTY DAMAGE, BODILY INJURY, DEATH, 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. **IF 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 WHICH SPONSOR HAD ACTUALLY PAID TO TAB. IN NO EVENT SHALL SPONSOR SEEK TO ENJOIN THE SHOW, AND ANY ATTEMPT BY SPONSOR TO DO SO 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. Rights and Non-Liability of TAB if the Show is Not Held. TAB may cancel or reschedule the Show for any reason at any time and without liability. If TAB cancels the Show for any reason other than a Force Majeure Event, the Sponsorship Fee actually paid to TAB will be refunded.
13. Force Majeure. Each party hereto will not be liable or deemed in default for any delay, failure, or interruption in performance under this Agreement resulting directly or indirectly, beyond its reasonable control, from any acts of God, acts of governmental authority (including, without limitation, declaration of emergency by the President of the United States of America and any government order or law), pandemic or epidemic or disease (including, without limitation, COVID-19 and all such mutations), acts of the public enemy, civil or military authority, war, acts of terrorism, riots, civil disturbances, labor strikes, lockouts, insurrections, accidents, power outages, construction delays, fires, explosions, earthquakes, floods, the elements, blizzards, windstorm, or any other "force majeure" event (each and together, "Force Majeure Event"). No party hereto shall be deemed in breach or otherwise in default of this Agreement for any Force Majeure Event. Each party hereto shall address or minimize the impact of any applicable Force Majeure Event by taking reasonable measures to ensure such party's respective performance under this Agreement to the extent reasonably possible.
14. 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.
15. 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.
16. Governing Law; Forum. This Agreement and all disputes, controversies and claims arising from or in connection with the subject matter of the Agreement shall be governed by and construed in accordance with the laws of the state of Texas, regardless of any conflicts of law analysis. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Travis County, Texas, and the parties hereto hereby consent to the exclusive jurisdiction and venue of such courts.
17. Miscellaneous. This Agreement (and, to the extent applicable, the Show's "Exhibit Rules and Regulations") 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. If any term or condition of this Agreement and the Show's Exhibit Rules and Regulations conflicts, the conflicting term or condition of this Agreement shall govern and control. 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 both parties hereto. 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 consistent with applicable law and the intent of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, devisees, assignees, and transferees.

18. Acceptance / Signature. The individual registering Sponsor as a “sponsor” for the Show (and, thus, accepting and agreeing to this Agreement on Sponsor’s behalf) represents and warrants to TAB that he/she has the full right and authority from Sponsor to do so. If Sponsor’s acceptance of and agreement to this Agreement is further evidenced by some form of assent besides Sponsor’s registration as a “sponsor” for the Show (e.g., by a “check the box” acknowledgment procedure), then that assent is the equivalent of Exhibitor’s signature to this Agreement. However, for the avoidance of doubt, Sponsor’s physical or electronic signature is not required to evidence or facilitate Sponsor’s acceptance of and agreement to this Agreement, as Sponsor agrees that the conduct described in this Agreement as confirming Sponsor’s acceptance of and agreement to this Agreement alone suffices.

[END OF DOCUMENT]