



GEORGIA FIT EXPO

SPONSORSHIP AGREEMENT

This sponsorship agreement (“Agreement”) is entered into on _____, 20____ by and between Eaddy Promotions (“EP”) and _____ located at _____, hereinafter referred to as “Sponsor”. EP and Sponsor will collectively be referred to as “Parties.” This agreement applies to the following World Sports Expo events (hereinafter referred to as (“Events”)):

1. Georgia Fit Expo - Atlanta, GA

EP has agreed to provide Sponsor the following benefits:

- Sponsor will hold Industry Exclusivity with the Events (listed above)
- Sponsor will have four (4) Posts on the EP Social Media
 - Content and Picture to be provided by the first of each month (final approval by EP)
- Sponsor Logo on EP Homepage
- Sponsor Logo on EP website pages for Events listed above.
- Space at Events listed above.
- Sponsor will be able to set up a table and sample products at the Events listed above.
- Sponsor Inserts /Samples/Swag to be provided to attendees at Events listed above.
 - Please have them delivered 2 weeks prior to desired event
- Sponsor Event Day Announcements
 - 15-20 seconds delivered 5-10 times throughout the event
- Sponsor will receive a total of ten (10) tickets and access to discounted tickets to the Events listed above.
- Sponsor Branding at Events (ex. Flags, Banners, Posters, Mesh, etc.)
 - Must be approved by EP 2weeks prior to the Events listed above.

TERMS AND CONDITIONS OF AGREEMENT

1. **TERM.** The term of this Agreement shall begin as of the signing of this Agreement by both Parties and end upon the completion of both Parties’ obligations hereunder.
2. **EVENT FEE AND CONFIRMATION.** In consideration for the rights granted by EP under this Agreement, Sponsor agrees to pay 100% of “Event Fee” in the amount of \$ _____ to EP upon Execution of the Agreement. The deposit is non-refundable.
3. **INDEMNIFICATION.** Sponsor shall indemnify, hold harmless, and reimburse EP and their respective employees, officers, members, partners, and directors, from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys’ fees and litigation expenses which arise or are alleged to arise wholly or partly out of: (i) any actions by Sponsor (or any of its subsidiaries or its affiliates) in contravention of the Agreement. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL AND /OR PUNITIVE DAMAGES, OR THE LOSS OF ANTICIPATED PROFITS, ARISING FROM ANY BREACH OF THIS AGREEMENT BY SUCH PARTY, EVEN IF EITHER PARTY HAS



WARNED OR BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

4. **RELEASE AND WAIVER OF LIABILITY.** Sponsor (or any of its subsidiaries or its affiliates) release, waive, discharge, and agree to indemnify and hold harmless EP and its successors and assigns from any and all liabilities, claims, losses, damages, judgments, costs and demands of any kind or nature, (including court costs and attorney's fees), which arise directly or indirectly from or in association with Sponsor (or any of its subsidiaries or its affiliates). EP retains the rights to the date and location of all Events. EP and Sponsor will abide by all venue regulations.
5. **TERMINATION.** In the event that either party materially breaches any provision of this Agreement, the non defaulting party may terminate this Agreement forthwith, and all rights and obligations of the parties hereunder shall terminate as of the date of termination. Non-payment constitutes a material breach under this Agreement giving EP the right to terminate without notice.
6. **GOODWILL.** In exercising its rights hereunder and fulfilling their obligations with respect to the Event, the Parties agree to: (a) complete their obligations in a manner that reflects favorably at all times on the good name, goodwill and reputation of the other party; (b) avoid deceptive, misleading or unethical practices; (c) not publish or employ or cooperate in the publication or employment of any deceptive or misleading advertising material with regard to the Event; and (d) comply with all applicable international, national, state, regional, and local laws and regulations.
7. **CONSUMER DATA.** If either EP or Sponsor its to collect any Consumer Data (as defined below) in the course of the Promotion, it shall post its corporate privacy policy on its web sites and shall adhere to a privacy policy which abides by any and all applicable federal, state and local laws, including, without limitation, the Children's Online Privacy Protection Act of 1998. The term "*Consumer Data*" refers to that information gathered from or about a consumer that can be used to identify that consumer as an individual, including, but not limited to, first and last name, e-mail address, phone number and home address ("*Personally Identifiable Information*") and data about the consumer that is linked to the consumer's Personally Identifiable Information. EP and Sponsor shall implement and maintain reasonable security procedures and practices to protect any and all such Consumer Data from unauthorized access, destruction, use, modification and/ or disclosure.
8. **DATE AND VENUE CHANGE.** EP may, in its sole discretion, change the dates and or venue for the Event upon written notice to Sponsor (which may be communicated by e-mail). EP shall not be liable for any costs, damages, fees or other expenses of Sponsor as a result of any such changes. Additionally, EP reserves the right to relocate Sponsor to any exhibit space within the Venue at any time, for any reason or no reason, with or without cause. EP may retain any portion of Sponsor's Event Fee paid and such amount shall be applied as though no change in date, Venue or Exhibit Space relocation had occurred. Any remaining payments due from Sponsor shall be due in accordance with Page 1. Any cancellations by **neither EP, its management, nor the Event venue maintains insurance covering Sponsor's property, and it is the sole responsibility of Sponsor to obtain such insurance.** Sponsor must maintain property insurance covering Sponsor's property on an "all risk" basis at all times, including, without limitation, when (as applicable) property is stored in vaults on the Sponsor floor. Certificates of



Insurance must be available on-site during the Sponsor and must be furnished by Sponsor if requested by EP.

- 11. LIMITATION ON LIABILITY.** Sponsor shall not be responsible for and shall have no liability resulting from loss or damage to displays or goods belonging to Sponsor, whether resulting from, without limitation, fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, disappearance, bomb threats, roof leaks, Sponsor booth visitors and guests, shipments coming in or out of the Event venue, inadequately packed property or other causes. All such items are brought to the Sponsor and displayed at Sponsor's own risk, and should be safeguarded at all times. If Sponsor's products to be exhibited and/ or display materials fail to arrive, Sponsor is nevertheless responsible for license fees. Sponsor shall provide the services of a protective agency during the period of installation, show and dismantling, and Sponsor agrees that the provision of such services constitutes adequate discharge of all obligations of EP to supervise and protect Sponsor's property within the Event. Sponsor may furnish additional guards at its own cost and expense only with the prior written consent of EP. EP makes no representations or warranties with respect to the number of attendees or the demographic nature of such attendees.
- 12. FIRE AND SAFETY COMPLIANCE.** Sponsor must strictly observe all applicable fire and safety laws and regulations. Drapes and all other cloth decorations must be flameproof. Wiring must comply with local fire department, governmental agency fire inspection ordinances and underwriters' rules. Smoking (including electronic cigarettes) in the Event venue is forbidden. Crowding shall be restricted, and aisles and fire exits must not be blocked at any time. Products for display, signage, banners and decorations must not violate applicable fire codes. No storage behind exhibits is provided or permitted. Display wiring must exhibit all applicable seals of official approving agencies as may be required by the Event venue. All displays must meet the building codes of the city in which the Event takes place.
- 13. VENUE AND GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Georgia, without regard to conflict of laws or provisions thereof. Venue shall be in Atlanta, Georgia. In the event of any default on the part of either party to this Agreement and the necessity to initiate court action for the enforcement of any right hereunder, then in such event, the prevailing party in such action shall be entitled to recover all reasonable costs and expenses of such action, including reasonable attorneys' fees, at all trial and appellate levels.
- 14. DISPUTE RESOLUTION.** If any disputes arise directly or indirectly related to this Agreement, the Parties agree to sit down for an informal mediation within thirty (30) days of Notice to the Sponsor or EP of the dispute. If, after thirty (30) days from the first written Notice of a dispute, the Parties are not able to agree on any settlement, such dispute shall be settled by arbitration. Such arbitration shall be held in Palm Beach County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be initiated by either party hereto delivering to the other party a written Notice of Intention to Arbitrate. One arbitrator shall be appointed by and in accordance with the existing procedures of the American Arbitration Association. The arbitration process is binding on the Parties and shall be a final resolution of any such dispute to the same extent as a final judgment of a court of competent jurisdiction.



15. NOTICES. Any notices to EP shall be given in writing by e-mail (with confirmation of receipt), courier services, hand delivery, registered mail, certified mail, overnight mail or overnight courier, return receipt requested, postage prepaid to:

**WORLD SPORTS EXPO LLC
c/o SAM BUTLER
1920 BOOTH CIRCLE, SUITE 100
LONGWOOD, FL 32750
INFO.WORLDSPOETSEXPO@GMAIL.COM**

- 16. ENTIRE AGREEMENT.** This Agreement encompasses the entire Agreement between the Parties regarding its subject matter and supersedes all prior Agreements or understandings, either oral or written. This Agreement may be modified or amended only through a written instrument signed by both EP and Sponsor.
- 17. JOINT WORK PRODUCT.** The Parties acknowledge that this Agreement is the joint work product of all the Parties, and that, accordingly, in the event of ambiguities in this Agreement, no inferences shall be drawn against EP or Sponsor on the basis of authorship of this Agreement.
- 18. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 19. AUTHORITY.** EP and Sponsor represent and warrant to the other party that: (a) it has the full power and authority to enter into this Agreement; (b) it has the know-how and experience to execute its obligations and will conduct its responsibilities with regard to the Event in accordance with generally accepted industry standards; (c) any and all materials created or provided by either EP or Sponsor and their use as contemplated by this Agreement will not infringe upon, violate or misappropriate any copyright, trademark, moral or other proprietary rights of any third party; and (d) the execution of this Agreement does not violate any agreement(s) or obligation(s) existing between itself and any third party(ies).
- 20. CONFIDENTIALITY.** All information, drawings, documents and knowledge of each party's operations, processes or equipment, acquired or handled by either of the other parties in connection with this Agreement shall be considered to be confidential information, and shall not be disclosed without the prior written consent of the disclosing party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on its behalf by its officer thereunto duly authorized, as of _____ day of _____, 2021.

WORLD SPORTS EXPO

SPONSOR:

BY: _____

BY: _____

Sam Butler
Title: President

Name: _____
Title: _____