

GOLD SPONSORSHIP AGREEMENT

This Confidential Instructions: Gold Sponsorship Agreement (the "Agreement") is effective this day _____ of _____, 2015.

BETWEEN: **National Construction Trade Association (NCTA)** (the "Organizer"), a company organized and existing under the laws of the Georgia/USA of Cherokee County/Georgia, with its head office located at:

203 Deer Park Trail, Canton, Georgia, 30114, United States

AND: **SPONSOR NAME:** _____
(the "Sponsor"), a company organized and existing under the laws of the of [STATE/PROVINCE] _____,
with its head office located at:

COMPLETE ADDRESS:

WHEREAS, National Construction Trade Association (NCTA), the "Organizer", has the exclusive right to organize and conduct state and national events which will be held predetermined locations and to be known as Annual Convention(s) or other Events; and

WHEREAS, Sponsor has determined to provide financial support for the Event in exchange for certain promotional rights to be provided by Organizer;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

1. OFFICIAL STATUS

Organizer grants to Sponsor the exclusive right during the Term of this Agreement to use Organizer's Trademarks as described herein in advertising and promoting Sponsor's Products [Services] as defined herein and to refer to such Products [Services] as the "Official [product or service category]" of the Event.

2. ADVERTISING AND PROMOTION

2.1.

Subject to Organizer's rights of approval as described in this Agreement, Sponsor shall have the right to use Organizer's Trademarks [Service Marks] in advertising and promotional activities as it deems desirable during the term of this Agreement.

2.2.

Organizer shall [use its best efforts to] provide the following rights to Sponsor during the Term of this Agreement:

The right to sell Products [Services] at the Site of the Event;

- 2.2.1 The right to provide a Keynote Speaker at their discretion to speak at the annual convention. Keynote Speaker and the contents of their presentation must be approved by NCTA Board or Committee. Availability is limited. This is not guaranteed. Platinum sponsors have First Right of Refusal.
- 2.2.2 1 regular expo space at a 50% discount to 1 NCTA National Convention and entrance for 3 or fewer representatives included. Additional representatives will be full price
- 2.2.3 The right to have 2 Banners displaying Gold Sponsors Company information at no charge throughout the Exposition Hall to ensure optimal recognition. Platinum Sponsor can provide additional banners at sponsor's expense to be displayed (maximum 6). At least 1 banners will be placed by the Expo hall entrances;
- 2.2.4 The right to provide company or product information 4 times per year that will be included in NCTA's member monthly newsletter. Ads to be provided by Sponsor at Sponsors expense. ¼ page company ad will be included in each monthly publication of NCTA's newsletter. Larger spaces will be an additional charge.
- 2.2.5 The right to full access to the membership directory for marketing purposes;
- 2.2.6 The right to have Sponsor's Trademarks [Service Marks] on stationery, business cards, and other brochures used by Organizer in connection with the promotion of the Event;
- 2.2.7 The right to have Sponsor's logo displayed on the Home page of this website (1/2 banner) as well as on the Sponsorship page. All logos will be linked back to sponsors website or on a landing page designed and paid for by the sponsor
- 2.2.8 The right to have their company name mentioned at one or more annual convention dinners or sessions
- 2.2.9 The right to sell or give away promotional merchandise in connection with advertising or promoting the Event, but only in compliance with Paragraph 8 of this Agreement;
- 2.2.10 The right to purchase advertising spots on network cable or other television broadcasts of the Event licensed by Organizer [to the extent permitted in Organizer's broadcast license agreement];
- 2.2.11 The right to one ½ page of advertising in the official program authorized by Organizer; all set up, artwork and cost of ad development is the responsibility of the Sponsor

3. SPONSORSHIP FEE

In consideration of the full performance by Organizer of all of its obligations hereunder and of all rights granted hereunder to Sponsor, Sponsor shall pay to Organizer the total sum of **\$5,000.00**, which is understood it is an annual subscription fee good for 365 days from the date of purchase unless other arrangements are made in writing by Organizer/Sponsor. Annual Subscription Fee is payable by company check and made to: National Construction Trade Association.

4. REBATE OF SPONSORSHIP FEE

If Organizer does not provide the afore mentioned benefits, then Organizer shall rebate to Sponsor 50% of the cost of sponsorship subscription within 45 days after Event takes place. Organizer shall use its best efforts to assure that the Sponsor receives maximum exposure before and during each event participated in by the Sponsor.

5. OPTION TO RENEW

Organizer hereby grants to Sponsor the right to renew its Official Sponsorship hereunder on the same terms and conditions as contained herein (except that the Sponsorship Fee described in Paragraph 3 shall be \$5,000.00 and shall be paid on a mutually agreeable schedule similar to the one set forth in Paragraph 3 and the Rebate described in Paragraph 4 shall be 50% of cost of sponsorship subscription). Subscription cost is subject to change annually. If any changes are warranted, the Organizer will notify in writing of said changes. Sponsor shall exercise said option, if at all, by giving Organizer written notice thereof within 45 days prior to the expiration of the Term of this Agreement. In the event that Sponsor does not exercise such option, the exclusivity described in Paragraph 6 shall nonetheless continue for a period of 30 days or the completion of 1 event similar to the Event hereunder, whichever comes first.

6. EXCLUSIVITY

Only Limited exclusivity is available with the Gold Sponsorship Subscription. Organizer represents and warrants that it will make every effort to keep sponsors exclusive with products and services. Given the general nature of our industry, product cross-over may, in certain cases prevent this from happening. Many providers and suppliers have similar products and services with only quality or pricing to set them apart. Each potential sponsor will be reviewed by NCTA's review committee and if a potential sponsor is found to be too similar to an Official Sponsor NCTA will make sure that sponsorship in the same category is unavailable. There may be other sponsorship available in a different sponsor classification such as silver or bronze sponsorships where there is no exclusivity.

7. TRADEMARKS

Sponsor's trademarks [Service Marks], label designs, product identifications, artwork, and other symbols and devices associated with Sponsor Products [Services] (Sponsor's Trademarks) [(Sponsor's Service Marks)] are and shall remain Sponsor's property and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks [Service Marks] through federal United States registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements. Organizer is hereby authorized to use Sponsor's Trademarks [Service Marks] in advertising and promoting the Event during the Term of this Agreement provided Sponsor shall have the right to approve all [the format of] such uses in writing in advance. [Organizer shall submit materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 5 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.] The right to use Sponsor's Trademarks is nonexclusive, non-assignable, and nontransferable. All uses by Organizer of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

Organizer's trademarks [Service Marks], designs, artwork, and other symbols and devices associated with the Event (Organizer's Trademarks) [(Organizer's Service Marks)] are and shall remain Organizer's property and Organizer shall take all steps reasonably necessary to protect Organizer's Trademarks [Service Marks] through federal United States registration and foreign registration as it deems desirable and through reasonable prosecutions of infringements. Sponsor is hereby authorized to use Organizer's Trademarks [Service Marks] in advertising and promoting the Products [Services] during the Term of the Agreement, provided Organizer shall have the right to approve all [the format of] such uses in writing in advance. [Sponsor shall submit materials to Organizer in writing and if Organizer does not approve or reject such materials in writing within 5 business days after receipt thereof, then Organizer shall be deemed to have approved such materials.] The right to use Organizer's Trademarks [Service Marks] is nonexclusive, non-assignable, and nontransferable. All uses by Sponsor of Organizer's Trademarks [Service Marks] shall inure solely to the benefit of Organizer.

Organizer shall not manufacture, sell, or license the manufacture and/or sale of any promotional or other merchandise that bears Sponsor's Trademarks [Service Marks] without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise that bears Organizer's Trademarks only in accordance with Paragraph 8.

8. MERCHANDISING

Organizer represents and warrants that all merchandise authorized by it to bear the Organizer's Trademarks [Service Marks] or to be associated with the Event (Event-Related Merchandise) shall be of high standard and of such style, appearance, and quality as to suit the best exploitation of the Event and shall be free from product defects and shall be merchantable and suited for its intended purpose. Organizer shall indemnify and hold harmless Sponsor and Sponsor's officers, directors, employees, successors, and assigns from any claims, damages, liabilities, losses, government procedures, costs, and expenses, including reasonable attorney fees and costs of suit arising out of the failure of this warranty. All Event-Related Merchandise that also bears Sponsor's Trademarks [Service Marks] shall include appropriate notice of any applicable trademark, service mark, or copyright relating to Organizer's Trademarks [Service Marks] or Sponsor's Trademarks [Service Marks]. Each party shall reasonably determine what constitutes appropriate notice for its respective Trademarks [Service Marks] and copyrights.

8.1

Sponsor shall have the right in connection with its advertising and promotion of the Products [Services] during the Term to produce and sell Event-Related Merchandise, provided it also bears Sponsor's

Trademarks [Service Marks]. Such merchandise shall be subject to Organizer's approval, which shall not be unreasonably withheld.

8.2

If Sponsor desires to sell Event-Related Merchandise for which Organizer has authorized a license, and Sponsor desires to purchase such merchandise from such licensee, then Organizer shall require such licensee to sell such merchandise to Sponsor without Organizer's royalty thereon. Organizer and such licensee shall inform Sponsor in a statement signed by one of each of their respective officers of the amount of Organizer's royalty thereon.

8.3

If Sponsor manufactures or causes to be manufactured its own Event-Related Merchandise, Sponsor represents and warrants that such merchandise shall be free from defects and merchantable and fit for its particular purpose. Sponsor shall indemnify and hold harmless Organizer and Organizer's officers, directors, employees, successors, and assigns from any claims, damages, liabilities, losses, government proceedings, costs, and expenses, including reasonable attorney fees and costs of suit, arising out of the failure of this warranty.

8.4

In any agreement between Sponsor and any third party relating to the manufacture, distribution, or promotion of Sponsor's Event-Related Merchandise or otherwise relating to the Event, under which obligations or liabilities in excess of \$5000 in the aggregate maybe incurred, Sponsor agrees that such agreement will contain a clause substantially similar to the following:

NCTA maintains no liability in any product distributed by this sponsor/participant

8.5

[Third party] will look solely to [Sponsor] for performance and for payment and satisfaction of any obligation or claim arising out of or in connection with this Agreement, and [Third Party] hereby covenants that it will not assert any claim against or look to Sponsor or any officer, director, employee, or representative of Sponsor for satisfaction of any such obligation or claim.

9. WARRANTIES

9.1. Organizer represents and warrants that:

9.1.1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.

9.1.2. Organizer's Trademarks [Service Marks] do not infringe the trademarks or trade names or other rights of any other person.

9.1.3. It has all government licenses, permits, or other authorizations necessary to conduct the Event as contemplated under this Agreement.

9.1.4. It will comply with all applicable laws, regulations, and ordinances pertaining to the promotion and conduct of the Event.

9.2. Sponsor represents and warrants that:

9.2.1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.

9.2.2. Sponsor's Trademarks [Service Marks] do not infringe the trademarks or trade names of any other person.

9.2.3. It has all government licenses, permits, or other authorization necessary to conduct its business.

10. INDEMNITY

Each party will indemnify, defend, and hold harmless the other, its parent, subsidiary, and affiliated corporations and their respective directors, officers, employees, agents, successors, and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings, and costs and expenses, including reasonable attorney fees and costs of suit, arising out of any alleged or actual breach of this Agreement or the inaccuracy of any warranty or representation made by it or any act or omission by it in the performance of this Agreement or the purposes hereof.

Each party will give the other prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in this Agreement. Upon the written request of an indemnitee, the indemnitor will assume the defense of any such claim, demand, action, or proceeding. The indemnitee shall also have the right to provide its own defense at its own expense, provided the indemnitee shall not settle any claim without the indemnitor's consent unless it is willing to release the indemnitor from its obligation of indemnity hereunder. Termination of this Agreement shall not affect the continuing obligation of each of the parties under this paragraph and Paragraph 11.

11. INSURANCE

Each party hereunder shall obtain and maintain at its own expense, during the term of this Agreement and for a period of 1 year following the Event, a standard Comprehensive General Liability Policy written by a United States insurance company in the face amount of \$500,000.00, which policy shall (i) specifically cover such party's incidental contractual obligations; (ii) provide standard product liability protection and (iii) list the other as a named insured. Such insurance shall be in a form reasonably acceptable to counsel for the other and shall require the insurer to give the other at least 30 days' prior written notice of any modification or cancellation. Each party shall provide the other with such evidence of coverage as may be reasonably acceptable to the other within 10 days following the execution of this Agreement.

12. TERM AND TERMINATION

12.1.

This Agreement shall become effective on the date first above written and shall expire on 365 days from the execution date of this agreement, unless terminated earlier or renewed pursuant to the terms hereof (Term).

12.2.

Without prejudice to any other rights or remedies that Organizer may have, Organizer may terminate this Agreement immediately by delivery of notice to Sponsor at any time if any of the following events shall occur:

Sponsor shall fail to comply with Paragraph 7 hereof in any respect and fail to cure the same within 30 days of receipt of notice of such failure.

Sponsor shall (i) make an assignment for the benefit of creditors; (ii) be adjudicated bankrupt; (iii) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts, or for any other relief under Title NUMBER _____ of the United States Code or any successor or other federal or state insolvency law United States Bankruptcy Law; (iv) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, or readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within 90 days; or (v) shall apply for or permit the appointment of a receiver or trustee for its assets.

Sponsor shall default under any provision of this Agreement and shall have failed to cure such default within 45 days after it received written notice of such default from Organizer; or any of the representations or warranties made by Sponsor in this Agreement shall prove to be untrue or inaccurate in any material respect.

Without prejudice to any other rights or remedies that Sponsor may have, Sponsor may terminate this Agreement immediately by delivery of notice to Organizer if at any time (i) Organizer shall fail to comply with Paragraph 7 hereof in any respect and fails to cure the same within 30 days of receipt of notice of such failure; (ii) any of the events described in Subparagraph (3) above shall occur with respect to Organizer; (iii) Organizer shall default under any provision of this Agreement and shall have failed to cure such default within 45 days after it shall receive written notice of such default from Sponsor; or (iv) any of the representations or warranties made by Organizer in this Agreement shall prove to be untrue or inaccurate in any material respect.

13. CANCELLATION AND PREEMPTION

In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee [or a pro rata portion thereof if the Event took place only in part]. In the event of preemption of television coverage, Sponsor shall be entitled to the rebate described in Paragraph 4, except that if network television coverage was planned and if only one national network preempted a substantial portion of the relevant time period Sponsor shall not be entitled to a rebate (except as allowed in Paragraph 4). Organizer will provide adequate rain, cancellation, and preemption insurance to cover its obligations hereunder.

14. ARBITRATION

The parties agree that any dispute between them arising out of, based on or relating to this Agreement shall be resolved exclusively by arbitration conducted in accordance with the Commercial Rules then in effect of the United States Arbitration Association. Such arbitration shall be held in Canton. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses arising out of any such proceeding, except that the fees and costs of any arbitrator(s) shall be borne equally by the parties. Notwithstanding the obligations set forth in this paragraph, each party shall be permitted to seek equitable relief from a court having jurisdiction to prevent the unauthorized use or misuse of their respective Trademarks [Service Marks].

15. MISCELLANY

15.1. Confidentiality

The parties hereto agree to maintain in confidence the terms and conditions of this Agreement except to the extent that a proposed disclosure of any specific terms or conditions hereof by either party is authorized in advance by the other party.

15.2. No Joint Venture or Partnership

This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between Organizer and Sponsor.

15.3. Invalidity

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted.

15.4. Notices

All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or telex:

If to Sponsor, to: ADDRESS} _____

If to Organizer, to: ADDRESS} 203 Deer Park Trail, Canton, GA 30114

or such other address as either party may designate in writing to the other party for this purpose.

15.5. Governing Law [and Consent to Jurisdiction]

This Agreement is subject to and shall be construed in accordance with the laws of the State of Georgia [and Sponsor [Organizer] consents to jurisdiction in the state and federal courts located in Canton, Georgia and hereby waives personal service. Sponsor [Organizer] hereby appoints the ambassador and any consul or vice consul from Cherokee County as its agent for the receipt of process hereunder.



15.6. Non-Assignment

Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

15.7. Complete Agreement

This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Organizer has made and makes no representations of any kind except those specifically set forth herein.

15.8. Binding Agreement

This Agreement shall be binding on the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ORGANIZER

SPONSOR

National Construction Trade Association (NCTA)

Authorized Signature

Authorized Signature

Jeff R Gwinn - President

Print Name and Title

Print Name and Title