

## EVENT SPONSORSHIP AGREEMENT

### RECITALS

PPG is hosting the following event. "The First Annual Force-Free Educational PPG for Pet Professionals in Tampa, FL. 2015" The event will be held over three days, November 11, 12 & 13. Vendors will have access to the exhibitor area from 12 Noon on November 10<sup>th</sup>. The exhibitor area will open to the public at 5 PM on November 10<sup>th</sup>.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. PPG Obligations. In consideration for Sponsor's participation in the Event, PPG shall provide the Sponsor the benefits set out in the document titled Force Free Summit Sponsorship Investment Opportunities
2. *Sponsor Obligations.* For its participation as a Sponsor in the Event, Sponsor shall pay to PG a fee (the "Sponsorship Fee"), as set out in the document titled Force Free Summit Sponsorship Investment Opportunities
3. The Sponsorship Fee is payable to The Pet Professional Guild within 7 days of receiving the investment invoice.
4. Sponsor Trademarks/Sponsor Materials. Subject to the terms and conditions of this Agreement, Sponsor grants to PPG the right to use Sponsor's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to PPG by Sponsor ("Sponsor Materials"), in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Event and in accordance with Sponsor's trademark usage guidelines.
5. Indemnity
  - PPG shall not be responsible for any loss of or damage to property of Sponsor, its employees, agents, contractors or assigns nor for any personal injury to Sponsor's officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of PPG, its directors, officers, and/or employees.
  - Sponsor shall indemnify, defend, and hold PPG harmless from and against any claims arising out of, or relating directly or indirectly to, content on their respective web sites, use of Sponsor's trademarks and logos, and Sponsor Materials.
  - Sponsor will give PPG prompt written notice of any claim or suit coming within the purview of these indemnities.

6. Limitation of Liability. in no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.
7. *Representations*. Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.

#### Term and Termination

- Term. Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through November 18 2015, one week past the event date, unless earlier terminated as otherwise provided in this Agreement (the "Term").

#### Termination by PPG.

- PPG shall be entitled to cancel the Event and/or terminate this Agreement at any time for any reason.
- In the event PPG terminates this Agreement for any reason other than Sponsor's breach PPG shall refund any fees received from Sponsor, and at Sponsor's expense, return any materials, and equipment, hardware and/or software loaned by Sponsor for the Event.

#### Termination by Sponsor; Effect of Termination

- Sponsor may terminate this Agreement for breach by PPG after giving PPG at least ten (10) days prior written notice specifying the nature of the breach, and giving PPG no less than ten (10) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the tenth day.
- If breach occurs fewer than ten (10) days prior to the Event, Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event.
- If PPG terminates this Agreement for Sponsor's breach, PPG shall retain any fees received from Sponsor which fees shall be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of Sponsor shall be returned at the end of the Event and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination.
- If Sponsor terminates for PPG's breach, Sponsor shall be entitled to seek a full refund of any fees paid and for the return of any equipment, materials and hardware or software of Sponsor.

#### 8. Miscellaneous

- All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent by fax as indicated by a fax confirmation sheet; and sent to the address in the recitals. Sponsor agrees to send a copy of any notices, via email to: [Events@petprofessionalguild.com](mailto:Events@petprofessionalguild.com).
- This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.
- Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement.
- Each party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement.
- Governing Law/Jurisdiction. This Agreement shall be governed and interpreted in accordance with the laws of the state of Florida
- Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.