

Sponsorship Agreement

ASID CALIFORNIA NORTH AND _____
(Sponsor)

This Agreement is made and entered as of the date of the last signature set forth below (date) by and between ASID California North Chapter, a nonprofit professional society organized and existing under the laws of the State of California (“ASID”), and _____, a company organized and existing under the laws of State of _____ (“Sponsor”). As used herein “ASID” refers only to the ASID California North Chapter and not to the national organization or any other chapter.

WHEREAS, Sponsor wishes to become a Sponsor in the ASID Industry Partners Program; and

WHEREAS, Sponsor will pay ASID to receive the benefits set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Sponsorship:

1.1 Sponsor’s benefits/obligations:

Sponsor shall become the following sponsor for the ASID DEA/IP Experience on September 26th, 2017.

_____ Platinum \$2,500

_____ Gold \$1,000

_____ Silver \$500

_____ Bronze \$250

(a) Product Introduction: Sponsor shall provide ASID with Sponsor’s high resolution logo and/or 300 dpi logo for use in all Chapter communications about the Event.

(b) Entertainment: Sponsor will be solely responsible for any event liability that arises out of use of performers that may be hired directly for this event.

(c) Donation: Sponsor has option to provide gift bags for all party attendees, and allow product to be placed by other sponsors within these bags at the event.

1.2 ASID’s obligations: In addition to the above provisions, upon acceptance of sponsorship, ASID agrees to do the following: _____.

2. Fees & Payment: Sponsor agrees to pay the following amounts:

- (a) Sponsor has agreed to provide the following: 1) a sum of \$ _____ payable in one lump sum to be paid to the ASID California North Chapter Pay Pal Account or by check two weeks prior to event date for the DEA/IP Experience Event at Ram's Gate Winery on September 26th, 2017.
- (b) Additional sums may be offered based on attendance of more than 100.
- (c) ASID California North Chapter assumes no liability for the number of designers who attend.

3. Compensation to Sponsor: ASID California North Chapter shall provide Sponsor with the exposure to ASID Members and Guests at these events and shall provide the following benefits:

- (a) Exposure on all signage and marketing associated with DEA/IP Experience Event on September 26th, 2017; Option for Giveaways at event;
- (b) One Complimentary Ticket to event for Platinum, Gold, and Silver sponsors. Additional tickets available for discount during the early bird time frame.
- (c) Coverage of event in SF Design, ASID's quarterly magazine, that reaches ASID California North Chapter. Industry Partner sponsors are welcome to submit an article for inclusion in magazine.

4. Trademarks: ASID shall have the right to use Sponsor's name and trademarks in advertising and other materials promoting ASID. Sponsor shall have the non-exclusive, non-transferable, royalty free license to use ASID's trademarks in connection with Sponsor's sponsorship of ASID for these Events. Sponsor acknowledges that ASID California North Chapter is the lawful owner of the ASID California North Chapter Trademarks, and agrees to take no action inconsistent with ASID California North Chapter's ownership, or that would subject ASID California North Chapter to claims by third parties or potential loss of its ownership. ASID retains exclusive ownership of all ASID intellectual property. No right or interest in any ASID Trademarks, intellectual property or any other proprietary mark of ASID or any third party from whom ASID acquired rights, is conveyed, licensed or transferred under this Agreement. ASID reserves all such rights. This Section shall survive the expiration or any termination of this Agreement.

5. Sponsor's Warranties: Sponsor represents and warrants that any advertisement, logo, design or other content it supplies to ASID pursuant to this agreement will not defame, libel or slander any third party; that it will not invade the privacy, right of publicity or other personal rights of any third party; and that it will not infringe on or otherwise violate the copyright, trademark, trade secret, patent or other intellectual property rights of any third party.

6. ASID Warranties: ASID represents and warrants that it is and shall remain until the completion of the sponsorship term duly organized as a nota fora profit unincorporated state business unit of the American Society of Interior Designers Inc. and will remain in good standing. ASID further represents and warrants that it has been recognized by the Internal Revenue Service as an exempt organization under Section 501(c)(6) of the Internal Revenue Code and that ASID will immediately notify Sponsor of any change in such status. Nothing herein shall require ASID to perform any service or provide any right to Sponsor, if in the reasonable opinion of ASID's legal counsel, such activity would jeopardize ASID's tax exempt status, but the mere taxation of an insubstantial amount of unrelated business income will not in itself excuse ASID's performance of this Agreement. ASID shall be entitled to take all reasonable steps necessary to ensure that its activities in recognition of Sponsor's sponsorship are within the parameters

acceptable to the IRS. ASID currently understands that display of Sponsor's name and/or products will not so jeopardize ASID's tax exempt status, but Sponsor must and will avoid "calls to action" for the purpose of same, as that term is used in current Internal Revenue Service regulations or as such term or its equivalent is hereafter adopted by the IRS with respect to unrelated business income.

7. Limitation of Liability: ASID California North Chapter makes no warranties, either express or implied, regarding the appearance of Sponsor's content, including but not limited to the warranty of merchantability or fitness for a particular purpose. Sponsor agrees that ASID California North Chapter will in no event be liable for any punitive, consequential or third party damages, including but not limited to lost profits, even if Sponsor has advised ASID California North Chapter of the possibility of such loss. In no event shall ASID' California North Chapter's liability to Sponsor exceed the fees Sponsor has paid to ASID California North Chapter in the previous six months. Further, for purposes of this Agreement the term "ASID Chapter Person" shall mean any present or former ASID officer, director, member or employee. As a material inducement on the part of ASID California North Chapter to enter into this Agreement, Sponsor agrees that: (a) To the extent that the proceeds, if any, from any insurance policy maintained by ASID California North Chapter are insufficient to satisfy any judgment obtained against ASID California North Chapter or any ASID Chapter Person, only the assets of ASID California North Chapter, not the individual assets of any ASID Chapter Person, may be used to satisfy any such judgment requiring the payments of monies; (b) To the fullest extent permitted by law, and except for ASID California North Chapter's obligation, if any, under this Agreement to pay Sponsor certain fees, the maximum collective liability of ASID California North Chapter to Sponsor or to anyone claiming through or under Sponsor for any injury, loss or damage shall not exceed the greater of (i) the available proceeds of any insurance policy maintained by us or (ii) the sponsorship fees paid by Sponsor for the preceding six months; (c) ASID California North Chapter shall not be held responsible for (i) the negligence or willful misconduct of third parties; (ii) the negligence or willful misconduct of Sponsor or (iii) the nona performance of third parties.

8. Indemnification: Sponsor agrees to defend, indemnify and hold harmless ASID California North Chapter, its parents and affiliates together with their respective employees, agents, directors, officers and members, from and against all liabilities, injuries, claims, damages and expenses, including but not limited to reasonable attorney's fees and costs, arising out of Sponsor's advertisement or other content provided to ASID California North Chapter for use on the website or in the ASID California North Chapter newsletter, Sponsor's breach or alleged breach of this Agreement, or Sponsor's breach or alleged breach of the copyright, trademark, proprietary or other rights of any third party. Sponsor's liability shall be limited only in the case that such liabilities, injuries, claims, damages and expenses result from the willful misconduct or gross negligence of ASID California North Chapter.

9. Authorizations: Each party represents and warrants that it is free to enter into this Agreement without violating the rights of any person, that its trademarks do not infringe the trademarks or trade names of any person and that it will comply with all laws and regulations pertinent to its business. Each party also represents and warrants that it has the authority to enter into this Agreement without the permission of any other person or entity, such as a board of directors, or, if it does require such permission, that such permission has been duly granted.

10. Relationship of the Parties; No Assignment: This Agreement does not constitute a partnership or joint venture or principal-agent relationship between us. This Agreement may not be assigned by either party without the written consent of the other party.

11. Governing Law; Jurisdiction; Venue; Attorney's Fees: This Agreement is governed by, and construed in accordance with, the laws of the State of New York without giving effect to any principles of conflicts of law. The parties agree to submit to the exclusive jurisdiction of the state courts located in New York County, New York or, if appropriate, the United States District Court for the Southern District of New York, Manhattan Division, for resolution of any dispute, action or proceeding arising in connection with this Agreement. Each party irrevocably waives any right to trial by jury in any such dispute, action or proceeding, and agrees that any such proceeding shall be tried before a judge. In the event of any breach of this Agreement, the non-breaching party shall be entitled to recover all of its expenses incurred as a result of such breach, including but not limited to court costs and reasonable attorney's fees.

12. Notices: Any notice given under this Agreement shall be sent to the address listed below, and shall be deemed given upon receipt by facsimile, express delivery (Fedex or UPS), or certified mail.

IN WITNESS WHEREOF, the parties, through their duly appointed and authorized representatives, have executed this Agreement as of the date first written above.

ASID CALIFORNIA NORTH CHAPTER

Signature: _____

Name: _____

Title: _____

Date: _____

Address: PO Box 410656

San Francisco, CA 94141

Phone: 415-626-2743

"Sponsor"

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____