



MARCH 26-29  
NEW ORLEANS, LOUISIANA

# SPONSORSHIP PACKAGE ORDER FORM

Company: \_\_\_\_\_ Marketing Contact: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## Package Pricing

*(HPBA Members receive 10% discount)*

Sponsor Level	Titanium	Platinum	Gold	Silver	Bronze	Supporting
# Available	*Sold*	3	5	10	Unlimited	Unlimited
Package Price	\$50,000	\$35,000	\$25,000	\$12,000	\$5,500	\$2,500
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Package Price: \$ \_\_\_\_\_

HPBA 10% Member Discount: \$ \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

Show Management will follow up by email with an invoice for payment.

- I hereby acknowledge that I have received and reviewed and will comply with the TERMS AND CONDITIONS OF THIS SPONSORSHIP AGREEMENT (page 2 of this form). It is agreed that these Terms and Conditions are incorporated into and made a part of this SPONSORSHIP AGREEMENT and together form a binding agreement ("Agreement"). I represent that I am authorized to execute this Agreement on behalf of the company identified as the exhibitor, and I acknowledge that I am responsible for my company's compliance with the terms hereof.

Sponsor's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### Contact us with questions:

Hearth, Patio & Barbecue Association | [sponsors@hpba.org](mailto:sponsors@hpba.org) | 703-522-0086



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## HPBExpo25 SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

### Recitals

1. In furtherance of its tax-exempt purposes, HPBA shall conduct the HPBExpo25 ("HPBExpo"); and Sponsor desires to support the mission and purposes of HPBA by participating in support of HPBExpo.
2. HPBA desires to permit Sponsor to sponsor HPBExpo on a non-exclusive basis in exchange for certain compensation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Sponsorship.** During the term of this Agreement, HPBA agrees to identify and acknowledge Sponsor as a sponsor of HPBExpo as permitted in connection with qualified sponsorship payments under Section 513(i) of the Internal Revenue Code of 1986, as the same may be amended or supplemented ("the Code") and the U.S. Department of the Treasury regulations promulgated thereunder. Such identification and acknowledgment will include displaying Sponsor's corporate logo and certain other identifying information in connection with HPBExpo, including marketing, advertising, and other appropriate promotional media and materials. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment will be determined by HPBA. Additional Sponsorship Benefits to be provided to Sponsor are set forth in the Sponsor Order Form attached hereto.
2. **Mutual License of the Intellectual Property.** HPBA and the Sponsor are each the sole owner of all right, title, and interest to HPBA and the Sponsor's respective information, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, "Property"). HPBA and the Sponsor hereby grant to other party a limited, non-exclusive license to use certain of the granting party's intellectual Property, including names, trademarks, and copyrights for use solely in connection with promotion of Sponsor's Sponsorship of HPBExpo. It is understood that the granting party retains the right to review and approve in advance all uses of such Property. Notwithstanding the foregoing, Sponsor grants HPBA a perpetual, royalty-free, worldwide license to use its Property in connection with any reproduction of HPBExpo. Sponsor represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to HPBA nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to HPBA; and that the Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party.
3. **Sponsorship Payment.** In consideration for the right to sponsor HPBExpo and to be acknowledged by the HPBA as a sponsor of HPBExpo during the Term of this Agreement, Sponsor agrees to pay a Sponsorship Fee to the HPBA in the amount indicated in the Sponsor Order Form with the complete balance due upon order. The contributions described in this Section shall constitute payment by Sponsor solely for Sponsor's Sponsorship of HPBExpo. Such contributions shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by HPBA on behalf of Sponsor, or income from a partnership or joint venture.
4. **Relationship Between the Parties.** The parties agree that this Agreement is not intended to create any joint venture, partnership, employment, or agency relationship of any kind. The parties agree that Sponsorship of HPBA does not constitute HPBA's endorsement, guarantee, acceptance, or approval of Sponsor, its services, products, programs, or activities.
5. **Indemnification.** Sponsor hereby agrees to indemnify, save and hold harmless HPBA and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all third party claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any act or omission by Sponsor or any of its officers, directors, employees, or agents; (ii) any use of Sponsor's name, logo, Web site, or other information, materials, products, or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. HPBA shall promptly notify Sponsor upon receipt of any claim or legal action referenced in this indemnification section. The provisions of this section shall survive any termination or expiration of this Agreement.
6. **Confidentiality.** During the Term of this Agreement and thereafter, each party shall use and reproduce the other party's Confidential Information (as defined below) only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party's Confidential Information to its officers, directors, employees, contractors, and other agents with a reasonable need to know such Confidential Information and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party. Notwithstanding the foregoing, it shall not constitute a breach of this Agreement for either party to disclose the other party's Confidential Information if required to do so under law or in judicial or other governmental investigations or proceedings, provided the other party has been given prior written notice and provided the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure. As used in this Agreement, the term "Confidential Information" refers to: (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, organizational and/or operational plans, strategies, methods, and/or practices; and (iii) any other information relating to either party or its business or organization that is not generally known to the public, including but not limited to information about either party's employees, contractors, agents, products, services, members, customers, marketing strategies, or future plans. Notwithstanding the foregoing, Confidential Information does not include: (i) information that is in the public domain as of the effective date of this Agreement or that subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt from the other party, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party that is reasonably known by the receiving party to have a legal right to transmit such information and to not keep such information confidential; and (iv) information independently developed by either party's employees or agents, provided that such party can demonstrate that such employees or agents had no access to the Confidential Information received hereunder.
7. **Term and Termination of Agreement.** This Agreement will terminate (i) upon conclusion of HPBExpo, or (ii) upon the occurrence of a material breach (including failure to make timely payments) by either party if such breach is not cured within thirty (30) days after written notice of such breach is received, or (iii) upon thirty (30) days' notice by HPBA to the Sponsor, with or without cause. In the event of termination, HPBA will refund to Sponsor a pro rata portion of the money that is not used in support of HPBExpo. Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire, and each party shall discontinue the use of such other party's Property.
8. **General Provisions.**
  - a. **Warranties.** Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of the parties' obligations hereunder, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this Section shall survive any termination or expiration of this Agreement.
  - b. **Waiver.** Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
  - c. **Governing Law.** All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Virginia. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the Commonwealth of Virginia, and each party hereby consents to the jurisdiction of the federal, state and local courts located within the Commonwealth of Virginia.
  - d. **Headings.** The headings of the various sections and paragraphs hereof are intended solely for convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.
  - e. **Assignment.** This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
  - f. **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, shareholders, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
  - a. **Entire Agreement.** This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
  - b. **Severability.** If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed reformed or deleted to the extent necessary to comply with applicable law, and the remaining provisions shall be unaffected and shall continue in full force and effect, unless a material failure of consideration would result thereby.
  - c. **Force Majeure.** Should any circumstance beyond the control of HPBA, including by way of example and not by way of limitation, acts of God and nature, acts of terrorism, actions by governmental authority (whether valid or invalid), fires, explosions, riots, natural disasters, epidemics, disease, wars, sabotage, work stoppage or other labor problem, prevent HPBA from holding HPBExpo as scheduled, HPBA shall be entitled to cancel the Program and terminate this Agreement without penalty, in which event Sponsor shall be entitled to a pro-rated refund of such portion of its sponsorship fee as remains following deduction by HPBA of the expenses incurred up to the time this Agreement is terminated.
  - d. **Notice.** Any notice required or permitted to be given by either party under or in connection with this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight courier service to the addresses indicated in the introductory paragraph of this Agreement. Notice shall be deemed given upon actual receipt or refusal of delivery.