

# 2023 Sponsor & Exhibitor

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Terms &  
Conditions

December 2022

# 2023 Terms & Conditions

If your Sponsorship Application for the Event is accepted by Mountain Connect LLC. ("MC"), Sponsor's participation is subject to the following terms and conditions ("Agreement"). The benefits associated with each Sponsorship Level are specified in the Event's sponsorship prospectus ("Prospectus"), which Sponsor hereby acknowledges receiving and which are incorporated by reference into this Agreement. Subject to acceptance by MC, this Agreement is between Mountain Connect, LLC, a Colorado corporation with its principal place of business at 939 Snowy Plain Rd, Fort Collins, CO 80525, and the Sponsor named in the Sponsorship Application ("Sponsor" or "You" or "Your") as of the date accepted by MC in a confirmation email ("Effective Date"), subject to which MC and Sponsor shall each be a "Party" and collectively, the "Parties" to this Agreement. By submitting the preceding Sponsorship Application, You are agreeing to be considered by MC for Sponsorship in the Event. If You are selected for Sponsorship, MC will notify You via email, confirming Your selection and Your Sponsorship Level. Note that You are not an Event Sponsor unless and until MC sends You a confirmation email.

**TERM:** The Term of this Agreement will commence on the Effective Date and end on completion of all obligations by the parties, unless earlier terminated per the terms of this Agreement.

**PAYMENT:** With respect to all sponsorships, Sponsor agrees to pay the Sponsorship Fee in accordance with the following payment schedule: If MC accepts the Agreement prior to January 15, 2023, MC will send Sponsor two invoices, one in approximately late January 2023 and the other in approximately late April 2023. Payment for each invoice, each of which will reflect fifty percent (50%) of the total Sponsorship Fee will be due and payable within thirty (30) days of the invoice date.

If MC accepts the Agreement on or after May 1, 2023, MC will send the Sponsor one invoice that will be due and payable in full immediately upon receipt but in no event later than June 30, 2023 ("Final Due Date"). For all sponsorships, if the Sponsor has not paid the Sponsorship Fee in full by the Final Due Date, Sponsor may not participate in the Event. Only the following forms of payment will be accepted: US dollars by direct debit, by check, or bank transfer payable to "Mountain Connect, LLC." Credit card payments will be accepted online only. PLEASE NOTE: You are responsible for paying the Sponsorship Fee set forth on the online Sponsorship Application, regardless of whether it reflects any agreed modifications. Therefore, please make sure to enter only the final amounts agreed with Mountain Connect.

# 2023 Terms & Conditions cont.

**EVENT LOCATION AND TIME:** The Event is scheduled for the location, date and time specified in the Sponsorship Application. Sponsor acknowledges and agrees that MC may, at any time, reschedule the location, date, time, and/or logistics of the Event. MC will attempt to notify Sponsor of any such changes as far in advance as possible, provided that no such scheduling change will be deemed a cancellation by MC and therefore, if Sponsor wishes to cancel its Sponsorship, MC will have no obligation to refund to Sponsor any portion of the Sponsorship Fee pre-paid by Sponsor prior to Sponsor's cancellation of its Sponsorship. MC will notify Sponsor, in advance of the Event, the dates, times and logistics for load-in, set up, breakdown and load out, to which Sponsor will adhere, unless otherwise notified by MC to Sponsor.

**EXHIBIT SPACE ALLOCATION:** MC will assign to Sponsor an exhibit space ("Space") according to MC's internal booth queue policies, which, among other things, may include, in MC's sole discretion and without limitation, such factors as the amount of the fees committed by the sponsor and when the sponsor committed. If Sponsor selects booth space and cancels any portion of their sponsorship investment, they will forfeit their selected space and move to the bottom of the booth queue. MC reserves the right, in its sole discretion, to change the location, size, layout, arrangement and display restrictions of the Sponsor's space limits. Distribution of marketing materials outside Your exhibit space is strictly prohibited. Sponsor also agrees to abide by any terms or requirements of the venue or exhibit space.

**EXHIBIT SPACE:** MC's provision of the Space includes only the items set forth in the Prospectus. Sponsor is responsible, including any costs and expenses, for any goods or services that are not listed in the Prospectus.

**USE OF MC MARKS:** Sponsor agrees not to use any trademarks, trade names, logos, slogans or other intellectual property owned by MC. In its sole discretion, MC may withhold or withdraw permission to display items or distribute souvenirs, advertising or any other material containing the MC Marks. Sponsor may not issue any announcement or press release regarding the Event, or Sponsor's participation in the Event, without the prior written consent of MC.

**NO ENDORSEMENT:** Sponsor will not state or imply that its products or services are endorsed by MC and no approval by MC of any of Sponsor's content or participation in the Event will be deemed an endorsement.

**CANCELLATION BY SPONSOR:** Sponsorship Fees are non-refundable regardless of the reason. If Sponsor wishes to cancel all or part of this Agreement, Sponsor must send notice of cancellation in writing to MC, Attention: Mountain Connect 2023 Sponsorship, 939 Snowy Plain Rd., Fort Collins, CO 80525 via certified mail, return receipt requested. If Sponsor cancels before March 31, 2023 at 5pm MST, Sponsor will be liable for 50% of the Sponsorship Fee. If Sponsor cancels after May 31, 2023 at 5pm MST, Sponsor will be liable for 100% of the Sponsorship Fee. Sponsor's failure to occupy the Space at the commencement of the Event will constitute cancellation by Sponsor, for which Sponsor will be liable for 100% of the Sponsorship Fee.

# 2023 Terms & Conditions cont.

**CANCELLATION OR TERMINATION BY MC:** MC reserves the right to cancel the Event, or any portion thereof, for any reason at any time upon written notice to Sponsor. MC may immediately upon written notice to Sponsor terminate this Agreement, in whole or in part, including Sponsor's Sponsorship, with or without cause. Upon cancellation of the Event or termination by Salesforce for cause, including, without limitation, Sponsor's breach of this Agreement or Sponsor's failure to pay the Sponsorship Fee in full, Sponsor will not be entitled to, and MC will not pay Sponsor, any refund of any Sponsorship Fee. In the event of any termination by MC without cause, MC's sole liability to Sponsor, and Sponsor's exclusive remedy, will be a refund of the Sponsorship Fee pre-paid prior to notice of such termination.

**WARRANTY:** Sponsor warrants that it has the authority to enter into this Agreement; that its participation in the Event will not violate any other agreement or understanding between Sponsor and a third party; that Sponsor will reimburse MC for any losses MC incurs resulting from any damage to the personal property of, or any personal injury to, MC, the Location Owner, or any of their employees or contractors in connection with the Event; that no materials provided by Sponsor in connection with the Event will infringe or misappropriate any third party's rights; and that Sponsor will comply with all applicable federal, state and local laws and regulations in connection with its obligations under this Agreement and its conduct in connection with the Event.

**INDEMNITY:** Sponsor will indemnify and hold MC, harmless for and from any alleged or actual claim for any costs, losses, or fines, penalties, or expenses (including reasonable attorneys fees) arising from or related to: (1) any damages to real or personal property, or personal injury to any person, directly or indirectly caused by Sponsor or Sponsor's employee or contractor in connection with the Event; (2) any failure to comply with any applicable federal, state, and local laws and regulations related to the collection, use, sharing, disclosure and storage of personal information; and (3) any claim that the Indemnified Parties' use of any content provided by Sponsor for the Event infringes or misappropriates any third party's intellectual property, publicity, privacy, confidentiality or other right, provided that in no event will the Indemnified Parties' approval or use of Sponsor's Products or any other materials provided by Sponsor for the Event, or the Indemnified Parties' approval of Sponsor's use of Event marks, affect the Indemnified Parties' right of indemnification as described in this paragraph. This provision will survive the termination or expiry of this Agreement.

**SPONSORSHIP BENEFITS:** If MC decides in its sole discretion to provide Sponsor with any attendee or registrant information ("Attendee Information"), Sponsor will not sell, rent, transfer, assign, lease or share the Attendee Information. Sponsor will treat the Attendee Information as confidential information and will comply with all applicable laws, rules, regulations and ordinances in use of the Attendee Information. Furthermore, Sponsor will indemnify MC for any third party claims that may result from Sponsor's use of the Attendee Information. Furthermore, Sponsor will not sell, rent, transfer, assign, lease or share any sponsorship benefits, including but not limited to, access to galas, dinners or concerts without MC's prior written approval.

# 2023 Terms & Conditions cont.

**LIMITATION OF LIABILITY:** Neither MC, nor the owners of the Event location ("Location Owner") will be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, nor any punitive damages, incurred by Sponsor, whether in an action in contract or tort, even if MC or the Location Owner have been advised of the possibility of such damages. MC's liability for damages under this Agreement will in no event exceed the amount of Sponsorship Fees paid by Sponsor under this Agreement.

**NO PARTNERSHIP OR AGENCY:** Nothing in this agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party.

**SUCCESSORS AND ASSIGNS:** MC may assign or delegate its rights and obligations under this Agreement in its sole discretion. Sponsor may not assign or delegate its rights and responsibilities under this Agreement to any person or entity without MC's written permission other than to a wholly-owned affiliate or subsidiary that is not a direct competitor of MC.

**PERMISSION TO USE MATERIALS:** Sponsor grants MC and its employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide, during the Term of this Agreement, in all media, Sponsor's trademarks, product names or descriptions and logo(s) and any materials Sponsor provides for the purpose of or as result of Sponsor's participation in Event, including, without limitation, posting on web-sites, or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. MC may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Sponsor's trademarks or logos in any other way without Sponsor's prior written consent.

**MISCELLANEOUS:** This Agreement will be governed exclusively by the internal laws of the State of Colorado, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located in Denver County, Colorado to adjudicate any dispute arising out of or relating to this Agreement. No waiver of any provision by either party will constitute a waiver of any other provision nor will any waiver be enforceable unless it is in writing signed by the parties. It is the intent of the parties that if a court finds any provision of this Agreement to be unenforceable, all other provisions will remain enforceable.

# 2023 Terms & Conditions cont.

**CONFIDENTIALITY AND AUTHORIZATION:** This Agreement, its terms and the Event are each confidential until publicly announced by MC. You may not disclose the existence of this Agreement or the terms of this Agreement to any third party without MC's prior written consent. You hereby authorize MC to provide Sponsor's contact information including address, phone number and Primary Contact person information to the MC event and marketing team, and any MC vendor contracted to conduct work for this Event, as well as to the Location Owner and its employees, agents and contractors.

**COVID 19:** Sponsor acknowledges that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By attending the Mountain Connect, Sponsor and any guests voluntarily assume all risks related to exposure to COVID-19 and agree not to hold Mountain Connect LLC.; Marriott; or any of their sponsors, exhibitors, affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury.

**ENTIRE AGREEMENT:** This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

**Attendees agree to adhere to local COVID rules, if any, in place at the time of the event.**

Authorized Sponsorship/Exhibitor Package(s) \_\_\_\_\_

Total Authorized Sponsorship/Exhibitor Fee(s) Selected\_\_\_\_\_

Printed Name of Authorized Sponsor/Exhibitor\_\_\_\_\_

Sponsor Signature\_\_\_\_\_ Date\_\_\_\_\_