

# Hotel Investment Group Sponsorship Terms & Conditions

## 1. Definitions

The following definitions shall apply save where the context requires otherwise:

**"Contract"** means the Sponsorship Agreement to which these Terms & Conditions relate, and all proper amendments, supplements and addenda hereto and thereto, any Organizer attachment hereto or thereto, and any other terms incorporated by reference herein or therein, as each may be amended solely by a duly authorized representative of Organizer.

**"Event"** means the event referred to in the sponsorship terms comprising a portion of this Contract.

**"Sponsor"** means the company, firm, or person described in this Contract for sponsorship for the Event.

**"Sponsorship"** means the sponsorship benefits granted by Organizer to Sponsor hereunder for the Event.

## 2. Contract

This Contract, when properly executed by Sponsor and upon acceptance by Organizer, shall constitute a valid and binding agreement for Sponsor's participation in the Event, to the exclusion of all other terms, conditions, warranties, and representations, expressed or implied, statutory or otherwise.

## 3. No Assignment

Sponsor cannot sell, assign, rent, transfer, trade or share any part of its Sponsorship either wholly or in part, without the prior written consent of Organizer which may be withheld at Organizer's discretion. Organizer may assign this Agreement without Sponsor's consent, and any such assignee shall become "Management" for all purposes hereunder and shall acquire all of rights and obligations of Organizer hereunder. Sponsor is not entitled to exclusivity in regards to its Sponsorship.

## 4. Change of Event Location or Schedule

Organizer reserves the right to re-name or re-locate the Event or change the dates on which, or the Event venue, or may move all or some portion of the Event and its content (including exhibiting opportunities, conference tracks, and networking or social functions) to an on-line (virtual) format (in which case, Organizer's Terms & Conditions - Virtual Events shall apply), all without the consent of Sponsor, in which event (i) Sponsor will be notified of such change, (ii) no refund will be due to Sponsor, (iii) Organizer will adjust Sponsor's rights afforded hereunder as it reasonably determines, and (iv) Sponsor agrees to accept such adjusted rights under the terms of this Agreement.

## 5. Payment

Organizer will invoice Sponsor for the Sponsorship Fee promptly after acceptance of this Contract. Sponsor shall pay the Sponsorship Fee in full to Organizer in accordance with the invoice terms. Sponsor shall be responsible for obtaining any licenses, permits or approvals required under Federal, state or local law applicable to its activity at the Event. Sponsor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with its activities at the Event.

## 6. Liability; Indemnification

Sponsor agrees that Organizer and the Event venue and its operator, and their respective representatives, employees, agents and attorneys, are not liable for any injury, loss or damage that may occur to Sponsor, or to Sponsor's employees, agents, guests, invitees or property from any cause whatsoever, prior to, during, or subsequent to the period covered by this Contract arising out of, or related to its participation in, or sponsorship of the Event. Sponsor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Sponsor's displays, equipment, employees or representatives. In no event shall Organizer or the Event venue or its operator, or any of its affiliates, representatives, employees and agents, be liable for any special, incidental, indirect, punitive, or consequential damages arising out of or in connection with the Contract. The liability of Organizer and its affiliates, representatives, employees, agents and attorneys, and Sponsor's remedy for any claim of loss or damage arising from or related to the Contract, regardless of the form of action, shall be limited to the fees paid to Organizer hereunder. Sponsor agrees that Organizer will not be liable in the event of any errors or omissions in any materials provided by Organizer. Sponsor acknowledges and agrees that Organizer makes no representation or warranties with respect to either the number of Event attendees or delegates, or the demographic nature of such attendance.

## 7. Force Majeure:

Organizer will not be liable for any failure or delay in fulfilling or performing any term of this Contract if due to any cause beyond its control, including (without limitation) acts of God; flood, fire, earthquake, explosion or other casualty; damage to, or destruction of the Venue; hazardous weather conditions (actual or forecasted); war or insurrections, terrorist acts or threats of terrorism, acts of domestic or foreign enemies, riot or other civil unrest; labor dispute, work stoppages or slowdowns, strikes or specific threat of strikes, picketing, or other industrial disturbances; government law, regulation or order (including governmental advisories, quarantines and curfews) or travel advisory, or action by any governmental authority; an act, event or occurrence creating a significant risk to the anticipated attendees' health or safety; epidemics, pandemics, or any other threat or fear of any infectious or communicable disease in humans, including (without limitation) the current or any future outbreak of the novel coronavirus (COVID 19), whether actual or perceived, without requiring the issuance of any travel advisory or warning, or the imposition of quarantine or restriction in movement of people by any government authority or national or international body or agency of any government in connection with, or related to any infectious or communicable disease in humans; or postponement or cancellation of the Event. Upon the occurrence of a Force Majeure event, Organizer may take such action as it deems reasonable under the circumstances, including (without limitation) the postponement of the Event (or any part thereof), to which the provisions of Section 8 shall apply, or termination of this Contract. Organizer will, however, in the event of its not being able to hold the Event for any such reason, reimburse Sponsor for no more than a prorated amount of the aggregate fees received after deducting expenses incurred and to be incurred by Organizer (e.g., rent, marketing and advertising, salaries and commissions, and operating costs) but in no case shall the amount of the refund exceed the amount of the Sponsor's fees paid, and there shall be no further liability on the part of either party. Organizer shall not be liable for any delay, costs, damage, losses, fees or expenses, or increased costs or other unfavorable conditions arising by virtue of a Force Majeure event or as a result of its termination of this Contract for reasons of a Force Majeure event.

## 8. Termination

Organizer may cancel all or part of the Event for any reason, in its sole discretion. If the Event is canceled by Organizer in its entirety, this Contract shall terminate and Sponsor waives all claims it might have against Organizer for damages or expenses, and if such cancellation is (i) for reasons described in Section 7, Organizer shall refund to Sponsor the amount described in Section 7 in full satisfaction of all liabilities of Organizer to Sponsor; and (ii) for any other reason, Sponsor waives all claims it might have against Organizer for damages or expenses and Sponsor agrees to accept in complete satisfaction and discharge of all claims against Organizer a refund of all amounts paid by the Sponsor to Organizer in accordance with this Contract. Refunds shall not be made for partial cancellations or reductions in the size or scope of the Event. If Sponsor cancels this Contract prior to any cancellation of the Event by Organizer, it shall not be entitled to any refund.

If Sponsor breaches any of the representations, warranties, covenants, terms or conditions set forth herein, including (without limitation) failure to make any payments hereunder when due, Sponsor shall be deemed in material default hereunder, and Organizer shall have the rights to terminate this Contract upon notice and retain Sponsor's deposit(s) paid as Organizer's non-exclusive remedy, thereby reserving any and all rights under law, including (without limitation) Organizer's right to collect the full amount set forth in Sponsor's contract. Sponsor shall be liable for all costs of collection, all attorneys' fees, court costs incurred by Organizer, and interest on any unpaid amounts to accrue at the rate of 12% per annum (or, if less, the highest rate permitted by law) until paid.

## 9. Cancellation, Reduction or Withdrawal

Sponsor, by giving written notice of intention in writing, may cancel or withdraw from the Sponsorship. In such event, Sponsor agrees to pay Organizer the full amount of its Sponsorship Fee as liquidated damages and not a penalty.

## 10. Compliance with Local Legislation

In connection with its participation in the Event, Sponsor shall abide by and observe all Federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event venue (including any union labor work rules).

## 11. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws provisions. Any action or proceeding arising out of or related to this Agreement shall be brought in the courts of record of the State of New York in New York County or the U.S. District Court for the Southern District of New York. Sponsor consents to the jurisdiction of such courts and waives any objection to the laying of venue of any such civil action or proceeding in such courts.