

## JOBTREAD CONNECT 2023 SPONSORSHIP AGREEMENT

This Sponsorship Contract ("the Agreement") is between JobTread Software, LLC ("JobTread") and the undersigned ("Sponsor") in connection with JOBTREAD CONNECT 2023 (the "Conference") at the Doubletree Hotel, Richardson, Texas on January 11 – 13, 2023.

WHEREAS, JobTread operates the Conference and offers sponsorship opportunities; and

WHEREAS, Sponsor desires to be a sponsor of the Conference in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound, JobTread and Sponsor agree as follows.

Sponsor will receive the following benefits for the indicated fee based upon the chosen sponsorship level:

### **Basic Sponsorship - \$2,500**

- Booth space with 6' table
- Logo on event website
- Logo on printed program
- 2 Staff tickets with access to all events

### **Premium Sponsorship - \$4,500**

- All of the above benefits, plus:
- Logo on conference t-shirt
- Handout or item at check-in
- Logo on 5 pre-conference emails sent to JobTread users
- 2 min speaking opportunity during opening session
- Dedicated education session
- 2 additional staff tickets with access to all events

### **Additional Sponsorship Opportunities**

*Welcome Party - \$2,500 each (maximum of 2 sponsors)*

Welcome all conference attendees during a 2-hour event at the Fox & Hound pub just a few blocks from the conference hotel. Spark conversation over drinks and heavy appetizers while enjoying endless bar games, including pool, table tennis, and darts.

*Big Night Out: Bowling & Billiards - \$2,500 each (maximum of 2 sponsors)*

Host 2 hours of unlimited bowling and billiards for conference attendees at AMF Richardson Lanes on Thursday night, just a block away from the conference hotel. The event will be complete with party food platters, drinks, and friendly competition.

*Thursday Networking Social (During the Day) - \$2,500*

Host the Thursday networking happy hour that will offer snacks and drink tickets for all conference attendees in the hotel lobby. This hour-long event gives conference attendees the opportunity to network with vendors and peers while enjoying finger food from the snack buffet and afternoon drinks.

*Friday Networking Social (During the Day) - \$2,500*

Host the Friday networking happy hour that will offer snacks and drink tickets for all conference attendees in the hotel lobby. This hour-long event gives conference attendees the opportunity to network with vendors and peers while enjoying finger food from the snack buffet and afternoon drinks.

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**TO BE COMPLETED BY SPONSOR**

Sponsorship Option(s) Selected: \_\_\_\_\_

Company Name to be used for promotional materials related to the Conference:

\_\_\_\_\_  
Sponsor Contact Information: \_\_\_\_\_

Please note that some Sponsorship levels may have limited availability. Upon execution of this Agreement by Sponsor, JobTread will confirm availability of selected sponsorship. Sponsor agrees to remit the full fee upon acceptance by JobTread of this Agreement. Fees are non-refundable. Further, Sponsor agrees to the General Terms attached hereto as Exhibit A.

**SPONSOR**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## Exhibit A

### GENERAL TERMS

1. **Compliance with Conference Rules and Venue Regulations.** Sponsor shall observe and comply with the rules, venue regulations, and customary business conduct at all times during the Conference. JobTread shall have sole authority to interpret and enforce the rules for the orderly conduct of the Conference.
2. **Termination.** JobTread, in its sole discretion, may terminate this Agreement at any time if: (1) Sponsor fails to pay the fee when due and after reasonable notice is given; or (2) Sponsor fails to adhere to the rules and regulations governing the Conference. Sponsor may cancel its request for Sponsorship at any time. Sponsor agrees and acknowledges that if it cancels its request for Sponsorship, it will forfeit all fees agreed to under this Agreement. Should JobTread cancel the Conference for reasons other than Force Majeure (see paragraph 6), fees paid will be promptly refunded to Sponsor, and this Agreement terminated.
3. **Release; Limitation of Liability; Indemnification.** Except as expressly provided in this Agreement and to the fullest extent permitted by applicable law, all warranties expressed or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement are disclaimed by JobTread. Sponsor expressly releases JobTread, its officers, directors, members and employees from liability for any and all claims for damage, loss, harm or injury to Sponsor, its property or any of its officers, agents, employees or other representatives. In no event shall JobTread, its agents, and employees be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, or loss of use of the Sponsorship whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, tort or otherwise. Sponsor agrees that the liability of JobTread, its agents, and employees for damages, regardless of the form of action, shall in any event be limited to the aggregate fees paid by Sponsor under this Agreement. Sponsor agrees it shall indemnify, defend, protect, and hold harmless JobTread and their officers, directors, members, employees, representatives and agents against any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, which arise from the actions or omissions of Sponsor or any of its officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of this Agreement, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of any trademark. The indemnified Party shall have the right to select its own counsel in the event that indemnification is required hereunder.
4. **Insurance.** Sponsor acknowledges that as a condition of participating in the Conference, it must maintain insurance coverage that is reasonably acceptable to JobTread. The Conference venue will not provide insurance protection for Sponsor or its employees. Sponsor is solely responsible for securing insurance coverage in connection with its participation in the Conference and all Conference venues.
5. **Intellectual Property.** JobTread, the JobTread logo, and all related names, logos, product and service names, designs and slogans are trademarks that belong to JobTread. You may not use such marks without JobTread's prior written permission.
6. **Force Majeure.** Neither JobTread nor Sponsor shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, regulation, restriction or prohibition of federal, state or local government, pandemic, stay-at-home order, strike, embargo, injunction, terrorist act or threat, public health

emergency, or the curtailment of transportation facilities that makes the conduct of the Conference or travel thereto impossible, commercially impractical, or unlawful. Sponsor acknowledges and agrees that in the event the Conference cannot occur for any reason stated above, Sponsor hereby waives any claims for damages or compensation related to the cancellation of the Conference. Sponsor expressly agrees that application of the fees paid under this Agreement will be applied to the next Conference or refunded at the sole discretion of JobTread.

7. **Media Release.** Sponsor grants JobTread a perpetual non-exclusive license to use, display, and reproduce Sponsor's name, trade names, and product names in any directory (print, electronic, or other media) or promotional materials relating to the Conference. JobTread is not liable for any errors or omissions in Conference materials, either printed or electronic. Sponsor also grants JobTread the right to take photographs, video recordings, and audio recordings of Sponsor's exhibits and personnel during the Conference and use such photographs and recordings for any legal purpose.

8. **Compliance.** Sponsor represents and warrants that all displayed products comply with all applicable US laws, regulations, and consent decrees, as well as any other requirements, including, but not limited to, applicable safety standards that may be issued by the Consumer Product Safety Commission and emission regulations issued by the US Environmental Protection Agency.

9. **Infringement and Truth in Advertising.** Sponsor represents and warrants that any products or equipment exhibited in the Conference are original, non-infringing, and do not violate the intellectual property rights of any third parties. Sponsor agrees to not make any false or misleading statements or claims about a competitor, a competitor's products, or Sponsor's own products. Sponsor understands that it is responsible for enforcing its own intellectual property rights and shall not ask or require JobTread to enforce its intellectual property rights.

10. **No Partnership.** Nothing in this Agreement shall be construed as constituting a partnership between Sponsor and JobTread. Neither Party shall represent that it has any right or authority to bind the other, or create any obligations, express or implied, except as expressly provided in this Agreement.

11. **Entire Agreement; Governing Law.** This Agreement may only be modified by a writing signed by the authorized representatives of both parties. This Agreement contains the parties' entire understanding with respect to the subject matter hereof and supersedes any and all prior agreements, understandings or discussions with respect to the subject matter hereof. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas.