



**SPONSORSHIP / EXHIBITOR AGREEMENT
MEGATRON EVENTS, INC.**

Your Company Name: _____

Company Address: _____

Contact Person: _____ Title: _____

Phone: _____ E-mail: _____

EVENT / EXHIBITOR / SPONSORSHIP FEE: Sponsor/Exhibitor agrees to participate in the Event(s) listed below at the level and related benefits (see terms and conditions). By signing this contract you agree to all sponsorship/exhibitor fees listed below regardless if you participate with booth space or not, even if you cancel any event(s).

Event you are interested in sponsoring: Date: _____ Location: _____

Please circle booth size: 10x10 =\$2000 10x20=\$3500 10x30 =\$5000 custom space

Type of payment: Please make check payable to Megatron Events, Inc.

** Once payment is received/processed, your table will be confirmed and secured!*

This Sponsor Agreement (the "Agreement") is entered into as of the Effective Date between Promoter and Sponsor. This Agreement includes and is subject to the attached Terms and Conditions. I AGREED TO by Promoter and Sponsor, subject to the attached Terms and Conditions.

Promoter

Megatron Events, Inc.
21781 Ventura Blvd. #627
Woodland Hills, CA 91364
Dan Peiffer, Event Director

Sponsor / Exhibitor

Company Name: _____

Contact Person: _____

Signature

Signature

Date

Date

Scan/email your **signed** Sponsor / Exhibitor Agreement to megatronevents@gmail.com. Mail your payment to Promotor address above. Once payment is received and processed, your table will be confirmed and secured!



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TERMS AND CONDITIONS OF SPONSOR AGREEMENT

1. Benefits to Participant. Sponsor acknowledges that promoting and conducting a multi-faceted event such as the Event requires significant Promoter cost, preparation and pre-Event planning, including without limitation obtaining optimal Sponsor participation, marketing, advertising, and developing itineraries, competitions and events comprising the Event. From the Effective Date of this Agreement on, Sponsor acknowledges that Sponsor will derive significant benefit from association with the Event and inclusion of Sponsor's name and/or logo in Event marketing and advertising materials. Therefore, any breach of this Agreement by Sponsor prior to the Event (including any payment breach) will cause Promoter material damage regardless of Sponsor's actual presence at the Event, in that Sponsor will already have received benefit from its association with the Event and inclusion in marketing materials prior to the breach. Promoter will therefore have the rights stated in Section 8 below in the event of Sponsor's breach.

2. Authority of Promoter. Promoter will have sole authority and discretion regarding all matters relating to the Event, including without limitation: (a) all advertising, marketing and promotional materials in all forms, including all text and photographic images, distribution in all media forms, and the size, placement and other characteristics of Sponsor logos; (b) the venue and/or the lay-out of such venue; (c) the placement, size and location of booths and similar areas of Sponsors and other participants; (d) the activities conducted in booths and exhibit areas and at the Event generally (including Promoter's good faith refusal to provide entry to and/or removal of any person(s) from the Event, including Sponsor's employees and agents, in Promoter's sole discretion); (e) all itineraries, agendas, attractions, competitions, exhibits and other events comprising the Event; and (f) all text and photographic images in all media forms of the Event or any aspect thereof (including text and photographic images of Sponsor's logo, employees, agents and/or products) for Promoter's use in promoting future events and Promoter's other business interests ((a) through (f) above are collectively the "Event Activities"). Regarding all Event Activities, Promoter will attempt to accommodate the interests of Sponsors, other participants and invitees in a reasonably equitable manner under the circumstances. Notwithstanding the foregoing, Sponsor agrees that Promoter will have sole discretion and authority regarding all Event Activities, and any Promoter actions so taken will not constitute a breach of this Agreement.

3. No Representation. Sponsor acknowledges that the combination of Sponsors and events comprising the Event may change between the Effective Date of this Agreement and the Event. Sponsor agrees that other than as stated in this Agreement, Promoter makes no representations or promises, and Sponsor is not relying on any such Promoter representations or promises, as to any specific aspects of the Event and/or the Event Activities, including without limitation the number and/or nature of any other Sponsors or participants, pricing, fees, venues, booth locations, itinerary, competitions, events, promotions or other Event specifics or activities. ALL PROMOTER WARRANTIES, EXPRESS OR IMPLIED, ARISING UNDER STATE OR FEDERAL LAW, ARE DISCLAIMED AND EXCLUDED FOR ALL PURPOSES.

4. Sponsor's Participation; Indemnification. Sponsor represents that Sponsor has authority to participate in the Event and provide all of its logos, materials, products and services in connection with the Event, and that such activities will not violate any contract or other applicable rights of any third party. All Sponsor representatives will conduct themselves in a professional manner in all Event Activities, and will adhere to Promoter's Event rules. Sponsor is solely responsible for any damage or injury resulting from Sponsor's products or services sold, given away or provided at the Event or during Event Activities. Sponsor will not sell or provide any ingestible food or drink products to persons under eighteen (18) years of age. Sponsor will timely set up and break down Sponsor's booth and/or exhibit area to a broom clean condition. Any Sponsor materials and/or products left at the Event will not be Promoter's responsibility, but may be kept by Promoter in its discretion. To the greatest extent allowed by law, Sponsor assumes all risks of participating in the Event and the Event Activities, and indemnifies and holds harmless Promoter and Promoter's agents from and against any and all claims, losses, damages and related expenses (including claims relating to death or injury to persons and damage or destruction of property) of any party in any way arising out of or relating to Sponsor's products, services or participation in the Event or the Event Activities.

5. Additional Provisions. Prior to execution of this Agreement, the parties will (if necessary or appropriate) negotiate, agree to and include on the first page of this Agreement any other agreements between them relating to the Event that are not otherwise addressed in this Agreement (collectively the "Additional Provisions"). Any Additional Provisions after the Effective Date of this Agreement must be pursuant to a mutually signed amendment.

6. Fee Payment. Promoter is authorized to obtain a current credit report of Sponsor and/or request that Sponsor provide a current credit report, verification of funds on deposit and/or a financial statement. Sponsor will make all Fee payments to Promoter in good funds within three (3) days of the applicable due dates stated on the first page of this Agreement. Any Fee or portion thereof will be deemed earned by Promoter as of Promoter's receipt of such payment. Should Sponsor fail to pay Promoter any portion of the Fee when due, or if a Promoter payment is returned for insufficient funds, as a non-exclusive remedy of Promoter, Sponsor will promptly pay to Promoter, in addition to the payment due, a late charge of the lesser of ten percent (10%) of the Fee payment due or the highest amount allowed by applicable law, as an administrative fee and not as a penalty.

7. Permitted Delays. Promoter's performance under this Agreement may be delayed or excused on account of, and for the duration of, one or more of the following: (a) Additional Provisions; (b) Sponsor's acts, omissions or failure to timely make payments; (c) acts of God, inclement weather, or fire/casualty loss; (d) unavailability of venue, labor, services or products, (e) disputes with Sponsor (which will allow Promoter to suspend performance and exercise other rights stated herein until resolved); and (f) other events or causes beyond Promoter's reasonable control.

8. Sponsor Breach; Remedies. All Sponsorship monies per agreement must be paid in full per contract even if Sponsor does not attend the event or cancel participation after signing the contract. In the event of Sponsor's breach of any provision of this Agreement, Promoter may notify Sponsor in writing of such breach, after which Sponsor will have five (5) days from the date of receipt of such notice to cure such breach (if such breach is capable of cure). In the event such breach is not cured within such period, Promoter, in its sole discretion and upon written notice to Sponsor, may pursue any one or more of the following non-exclusive remedies: (a) terminate this Agreement; (b) retain any monies previously paid by Sponsor; (c) declare all unpaid Fee payments then owing immediately due and payable; (d) to the extent previous Fee payments (if any) are insufficient, invoice Sponsor for any Promoter services performed or products provided prior to the



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Sponsor breach, at Promoter's then applicable rates, which Sponsor agrees to promptly pay; and/or (e) exercise any and all other rights and remedies available to Promoter under applicable law.

9. Promoter Breach; Remedies. In the event of Promoter's breach of any provision of this Agreement, Sponsor may notify Promoter in writing of such breach, after which Promoter will have five (5) days from the date of receipt of such notice to cure such breach (if such breach is capable of cure). If such breach is not cured within such period, Sponsor, in its sole discretion, upon written notice to Promoter, may pursue any one or more of the following non-exclusive remedies: (a) terminate this Agreement; and/or (b) exercise any other rights and remedies available to Sponsor under applicable law. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IF PROMOTER BREACHS THIS AGREEMENT FOR ANY REASON, IN NO EVENT SHALL THE DOLLAR AMOUNT OF PROMOTER'S LIABILITY TO SPONSOR OR SPONSOR'S RECOVERY FOR SUCH BREACH FROM PROMOTER, INCLUDING COURT COSTS AND ATTORNEYS FEES, EXCEED THE FEE OR PORTION THEREOF PAID TO PROMOTER AS OF THE DATE OF PROMOTER'S BREACH.

10. Confidential Information. Sponsor agrees that all of Promoter's business practices, information and documents relating to the Event and the Event Activities, including without limitation trademarked Event names, venues, Sponsors, Fee levels, pricing, promotions, marketing, advertising, relationships, suppliers, margins and other procedures (collectively the "Confidential Information") constitute confidential, proprietary information of Promoter. The Confidential Information is to be protected, and not divulged to third parties, reproduced, or used for Sponsor's benefit or in any manner inconsistent with or not solely related to Sponsor's participation in the Event pursuant to this Agreement. Promoter may use all text, photographic images, or other accounts of the Event or Event Activities for any lawful use, and Sponsor may not control the use of and will not be entitled to any compensation for the same.

11. Insurance Matters. Sponsor will carry in full force general liability and property damage insurance covering Sponsor's participation in the Event, with appropriate coverage limits and terms, at all times under this Agreement, and will provide Promoter written evidence of such insurance and name Promoter as an additional insured under such insurance policies at Promoter's request. Sponsor and Promoter waive all subrogation rights each may have against the other for insured losses relating to the Event or the Event Activities, including loss or damage arising from the negligence or fault of either party. If Sponsor receives any consideration from a third party, including without limitation an assignee or subrogee, Sponsor will indemnify Promoter for any claims asserted against Promoter by such third party, regardless of any allegation of Promoter's negligence, strict liability, breach of contract, breach of warranty or other allegation.

12. General Provisions.

a. Survival of Obligations and Other Matters. All agreements and obligations of the parties accruing prior to termination of this Agreement will survive termination and the Event and will remain in full force and effect. Any valid exhibits and amendments to this Agreement are incorporated by reference as if fully stated herein. The prevailing party in any legal proceeding relating to this Agreement will be entitled to recover from the non-prevailing party, in addition to any other amounts due or other relief, all court costs, attorneys' fees and related expenses. This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute an integrated document. Execution of this Agreement via fax or electronically transmitted signature will be acceptable. This Agreement contains the final agreement between the parties regarding its subject matter. If any provision of this Agreement is adjudicated to be void or unenforceable, such provision will be deemed stricken from this Agreement, with the remaining provisions continuing in effect and construed as if such stricken provision had never been included. The person executing this Agreement on behalf of Sponsor is authorized to do so and to bind Sponsor to the terms of this Agreement. The consent, authorization, or act of any Sponsor representative will constitute the consent, authorization, or act of Sponsor.

b. Assignment and Other Matters. The parties' rights and duties under this Agreement may not be assigned without the prior written consent of the other party; provided that either party may assign this Agreement to an entity under common control with such party, or to any entity succeeding to all or substantially all of such party's stock or assets. Notwithstanding the foregoing, any assignment will be binding upon the assignee. Time is of the essence. Unless otherwise specified, all references to "days" will mean calendar days. If the date for performance of any obligation under this Agreement falls on a Saturday, Sunday or Federal or State banking holiday, that obligation will be performable on the next following business day. This Agreement will be construed in accordance with the internal laws of the State of Texas. Exclusive venue for any mediation, arbitration, or judicial proceeding arising under this Agreement will be in Tarrant County, Texas. One or more waivers by a party of any right it may have under this Agreement will not be construed as a continuing waiver, or as a waiver of such right or a similar or related right in any other context. To be effective, any amendment of this Agreement must be in writing and signed by the parties. Any termination of this Agreement must be in writing and pursuant to the terms hereof. Any required or permitted notice must be in writing and delivered to a party at the address/fax number shown at the beginning of this Agreement via: (a) United States mail, postage prepaid, registered or certified mail, effective on the date of first attempted certified mail delivery; provided that if the address of a party to this Agreement is a post office box number, then regular mail delivery to such post office box number will be acceptable, effective three (3) days after verified deposit in U.S. Mail; (b) reputable overnight courier, effective upon receipt; (c) facsimile, effective upon receipt and written confirmation of sending by the sending party; or (d) personal delivery, effective upon receipt. Any address for notices may be changed by written notice delivered as provided above.