



IAAPA FEC SUMMIT 2024

Jan. 21-23, 2024
San Antonio, Texas

SPONSORSHIP AGREEMENT

Company:	IAAPA Member ID #:		
Contact Name:	Email:		
Billing Address:	Phone:		
City:	State:	Zip Code:	Country:
Company Website:	Social Media Handles:		

All Sponsors Must Be IAAPA Members.

- ☐ **Gold Sponsorship: US\$6,250** - Includes one (1) complimentary registration and one (1) additional registration guaranteed, at early-bird rate (for staff use)
- ☐ **Platinum Sponsorship: US\$8,250** - Includes two (2) complimentary registrations and two (2) additional registrations guaranteed, at early-bird rate (for staff use)

Please rank your preference in order from 1-8 for Platinum Opportunities:

_____ Breakfasts	_____ Farewell Reception	_____ Keynote Presentation	_____ Lanyards	_____ Lunches
_____ Monday Event	_____ Welcome Reception	_____ Wi-Fi		

SPONSOR BENEFITS

		Gold Sponsor	Platinum Sponsor
PRE-EVENT	Logo acknowledgement on www.IAAPA.org	<input type="checkbox"/>	<input type="checkbox"/>
	Logo recognition in Funworld magazine	<input type="checkbox"/>	<input type="checkbox"/>
	Acknowledgement in e-newsletter	<input type="checkbox"/>	<input type="checkbox"/>
	Acknowledgement in IAAPA FEC Summit press release (when applicable, text only)	<input type="checkbox"/>	<input type="checkbox"/>
	Use of "FEC Summit 2024 Sponsor" icon for your signatures, website, and ads	<input type="checkbox"/>	<input type="checkbox"/>
	One (1) complimentary conference registration (for staff use)	<input type="checkbox"/>	<input type="checkbox"/>
	One (1) complimentary facility operator registration	<input type="checkbox"/>	<input type="checkbox"/>
	Option to purchase an additional conference registration(s) at early-bird rate Gold Sponsors: one (1); Platinum Sponsors: two (2)	<input type="checkbox"/>	<input type="checkbox"/>
ON-SITE	A second complimentary conference registration (for staff use)	<input type="checkbox"/>	<input type="checkbox"/>
	Logo recognition in the Know Before You Go email	<input type="checkbox"/>	<input type="checkbox"/>
	Recognition in opening video and as appropriate by event speakers	<input type="checkbox"/>	<input type="checkbox"/>
	Enhanced listing in Connect+ mobile app	<input type="checkbox"/>	<input type="checkbox"/>
	Ability to provide a fun giveaway for attendee welcome bags (must be approved by IAAPA in advance)	<input type="checkbox"/>	<input type="checkbox"/>
	Logo recognition on attendee handout	<input type="checkbox"/>	<input type="checkbox"/>
	Sponsor recognition on event badges	<input type="checkbox"/>	<input type="checkbox"/>
	Company display opportunity in Sponsor Zone for marketing materials	<input type="checkbox"/>	<input type="checkbox"/>
	Logo acknowledgement on event signage Additional signage for Platinum Sponsors as determined by IAAPA	<input type="checkbox"/>	<input type="checkbox"/>
	Opportunity to be an FEC Live Participant on stage	<input type="checkbox"/>	<input type="checkbox"/>
POST-EVENT	Premium schedule placement on day 1 of FEC Live	<input type="checkbox"/>	<input type="checkbox"/>
	Exclusive sponsorship of one special event or item (e.g., lanyards, Opening Reception, etc.), first-come, first-served and must be approved by IAAPA	<input type="checkbox"/>	<input type="checkbox"/>
	Opportunity to host a giveaway raffle at sponsor's exclusive event (pending IAAPA approval)	<input type="checkbox"/>	<input type="checkbox"/>
POST-EVENT	Opportunity to send one Connect+ push notification	<input type="checkbox"/>	<input type="checkbox"/>
	Ability to conduct a one-time post-event electronic mailing to verified attendees	<input type="checkbox"/>	<input type="checkbox"/>
POST-EVENT	First right of refusal for FEC Summit 2025 sponsorship (deadlines apply)	<input type="checkbox"/>	<input type="checkbox"/>

Various deadlines apply for the fulfillment of ALL sponsor benefits listed above. IAAPA does not distribute or sell attendee lists with email information — the email campaign benefit is managed by a third-party vendor on behalf of IAAPA and the sponsor and includes opt-in registrants only. For sponsor brochures/giveaways, all must meet IAAPA's safety standards specifically as they relate to good taste and safe riding procedures (i.e., no images of riders with hands in the air). Logo recognition includes a single company logo. Dual or multi-logo branding is not permitted.

PAYMENT METHOD: 50% due with contract. Final remaining balance due Oct. 10, 2023. PAYMENT PLANS AVAILABLE UPON REQUEST.

- ☐ **CREDIT CARD:** IAAPA Team will provide a digital link.
- ☐ **WIRE TRANSFER:** in the amount of (US\$ _____ + US\$25*) = US\$ _____
(*Please include a US\$25 transaction fee for all wire transfers.)
- ☐ **CHECK ENCLOSED:** in the amount of US\$ _____
Check #:
(Checks must be drawn from a U.S. bank)
Please make checks payable to **IAAPA Sponsorship Team**
Mail to: IAAPA, Attn: FEC Sponsorship Team
4155 West Taft Vineland Road - Orlando, FL 32837 U.S.
- ☐ **INVOICE US:** IAAPA Team will provide invoice for 50% deposit to be paid by dates above.
- ☐ **I WILL PAY BY ACH TRANSFER (from U.S. accounts only)**
ABA/Routing Number (Domestic U.S. only): 054001204
Bank Account #: 0020-865-69662 (Payable to IAAPA)
Bank of America - 1501 Pennsylvania Avenue - NW Washington, D.C. 20005
- International Wire Transfer**
SWIFT Code: BOFAUS3N
Bank Account #: 0020-866-30597
(Payable to IAAPA)
- Domestic Wire Transfer (from U.S. accounts only)**
ABA/Routing Number: 026009593
Bank Account #: 0020-866-30597
(Payable to IAAPA)
- Please be sure to identify yourself with the name of the company and member ID.

International Association of Amusement Parks and Attractions - 4155 West Taft Vineland Road - Orlando, FL 32837 U.S. - www.IAAPA.org

QUESTIONS? **Sponsorship:** Cheryl Sulock, CSulock@IAAPA.org | 321-319-7662 **Event Specific:** Monica Bejarano, MBejarano@IAAPA.org | 321-586-2281

TERMS OF AGREEMENT

- 1. Anyone desiring to sponsor or advertise at the International Association of Amusement Parks and Attractions ("IAAPA") FEC Summit 2024 (the "Event") must apply by submitting this Sponsorship Agreement (the "Agreement") to IAAPA. A faxed or emailed signed Agreement is also binding. IAAPA reserves the right to reject any sponsorship and/or advertisement or cancel any Agreement for any reason. IAAPA and any sponsoring company named above ("Sponsor") agree that the activities contemplated by this Agreement have a specific and limited scope and are consistent with IAAPA's nonprofit status and tax exemption classification. Any third-party agency signing on behalf of the Sponsor will be held responsible for the fulfillment of this Agreement.**
- 2. Payments:** Sponsor agrees to make payments in accordance with the above rate card fees. IAAPA reserves the right to cancel any Agreement not paid in full and to retain as liquidated damages any amounts already paid.
- 3. No Endorsement:** Nothing in this Agreement should be construed to imply or convey IAAPA's approval, endorsement, certification, acceptance, or referral of any Sponsor product or service. No materials developed or intended for use in connection with the sponsorship activities will be distributed or otherwise used prior to IAAPA's advance review and approval. According to the sponsorship selected, IAAPA will provide appropriate acknowledgment and recognition of the Sponsor in accordance with applicable laws and Internal Revenue Service rules and regulations.
- 4. Compliance with Law, IAAPA Policies, and Rules and Regulations:** Sponsor agrees to be bound by all IAAPA and Event Facility Rules and Regulations (the "Rules"), the IAAPA advertising policies and procedures as determined from time to time by IAAPA, IAAPA's Intellectual Property Enforcement Policy (see item 13), and any additional rules, regulations, and information as may be adopted by IAAPA or the Event Facility as applicable, including but not limited to rules pertaining to health and safety.
- 5. Limitation of Liability:** In no event will IAAPA or Event Facility be liable to Sponsor, whether in contract or tort, for any amount in excess of the fees payable by Sponsor under this Agreement in relation to any damages, arising out of or relating to the IAAPA Event, the conduct of IAAPA, any breach of this Agreement, or any other act, omission, or occurrence. In no event shall IAAPA or Event Facility be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive or special damages or awards, including but not limited to lost profits.
- 6. Indemnification:** Sponsor agrees that it will defend, indemnify, and hold harmless IAAPA and Event Facility, their respective officers, directors, employees, and agents, from any and all claims, including third party infringement claims, losses, damages, death, injuries or liability whatever (including without limitation, reasonable attorney's fees and cost) whether to property, person or otherwise, that arise in whole or in part from negligence, intentional misconduct, or breach of this Agreement by Sponsor or its officers, directors, employees, and agents related to or arising in connection with Sponsor performance under this Agreement.
- 7. Representations and Warranties:** Sponsor warrants and represents that any advertising, media, content and/or materials provided or distributed by Sponsor under this Agreement ("Sponsor Content") will comply with (i) IAAPA's advertising policies and procedures as determined from time to time by IAAPA and (ii) IAAPA's Intellectual Property Enforcement Policy (see item 13). Further, Sponsor warrants and represents that any advertising, media, content and/or materials that it distributes at or in correlation with IAAPA FEC Summit 2024 (or any other IAAPA show/event) ("Sponsor Content") will not violate any proprietary or

personal rights of others (including, without limitation, any copyrights, trademarks, publicity rights, or patents); that the Sponsor Content constitutes the Sponsor's own original work or property, or that the Sponsor has permission from the rightful owner to use such work or property. In addition, Sponsor warrants that it will not make any claims under this Agreement (e.g., under the Intellectual Property Enforcement Policy at item 13) that are not substantiated or that are prohibited by law.

8. Cancellation or Postponement of Event: It is mutually agreed that, in the event that the Event is canceled for any reason, then and thereupon this Agreement will automatically be cancelled and IAAPA management will determine an equitable basis for the refund of a portion or all of the fees paid by Sponsor under this Agreement, after due consideration of expenditures and commitments already made. IAAPA may postpone the Event for any reason, and Sponsor acknowledges and agrees that in such an event, the Agreement shall remain in full force and effect for the new Event dates.

9. Cancellation and Liquidated Damages: In the event that Sponsor cancels this Agreement, IAAPA shall retain as liquidated damages 100% of the total fees payable under this Agreement. Sponsor agrees that payments or deposits made by Sponsor may be used toward satisfying any cancellation fees due to IAAPA under this Agreement. Upon receipt of cancellation notice from Sponsor, IAAPA shall have no further obligations to Sponsor under this Agreement.

10. Force Majeure: The performance of the Agreement by either party shall be subject to force majeure, including acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental order or regulation, or curtailment of transportation facilities where any such occurrence makes it illegal or impossible for either party to perform its obligations under the Agreement. The Agreement may be terminated, solely as applicable to any impacted sponsorship benefit, without penalty for any one or more of such reasons by written notice from one party to the other. In such an event, IAAPA management will determine an equitable basis for the refund of a portion or all of the fees paid by Sponsor under this Agreement, after due consideration of expenditures and commitments already made.

11. Breach by Sponsor: All terms and conditions hereunder are all deemed to be of the essence of this Agreement. A material breach of any of them shall be deemed a breach of this Agreement entitling IAAPA to immediately cancel the Agreement. If IAAPA cancels this Agreement due to Sponsor's material breach, Sponsor shall not be entitled to any refund, and any remaining balance under the Agreement shall become immediately due and payable.

12. Intellectual Property Enforcement Policy: IAAPA does not support and does not wish to enable the infringement of any of its members' (that term is used herein to encompass any sponsor or exhibitor, whether or not a member of IAAPA) intellectual property. IAAPA has developed this Intellectual Property Enforcement Policy as a means to educate its members on intellectual property, and to afford some protections and recourse for disputes. As part of this Intellectual Property Enforcement Policy, IAAPA will work with its members to ensure that its members' rights are protected, maintained and managed properly. As such, IAAPA may approach Sponsor to request proof that any of the Sponsor Content that Sponsor uses, distributes or publishes is lawfully owned or displayed. IAAPA also reserves the right to request information from Sponsor in response to a potential complaint from another member.

a) Further, in an effort to ensure any claims or disputes between members are handled in a nondisruptive manner, IAAPA hereby agrees to provide Sponsor with the services of an intellectual

property mediator ("IP Mediator"). The IP Mediator will provide assistance by evaluating potential intellectual property infringement claims and will work closely with IAAPA to issue any Sanctions (as defined below), if necessary.

b) Sponsor understands and agrees that the IP Mediator is a neutral party enlisted to mediate and settle disputes between members related to intellectual property or proprietary rights, as well as any violation of this Agreement. Sponsor understands and agrees to be bound by all decisions made by the IP Mediator and agrees such decisions are final, and shall not be subject to appeal or challenge.

c) Sponsor understands and agrees that any member may lodge with IP Mediator a complaint against any other member, which after investigation may result in Sanctions by the IP Mediator or IAAPA. IP Mediator's evaluation of such a complaint will be free of charge to the complaining member. If, however, IP Mediator believes that the complaint is one that identifies a legitimate claim of intellectual property infringement, or a violation of any contract between Sponsor and IAAPA, the complaining member must pay to IAAPA a sum of \$2,500 ("Complaint Fee") to cover IAAPA's costs and expenses for the IP Mediator to evaluate and potentially take any further action and/or issue any Sanctions (as defined below). This Complaint Fee may be returned to the complaining member as part of the Sanctions, defined below.

d) Sponsor understands and agrees that the enforcement action or sanctions ("Sanctions") shall be issued by IP Mediator and/or IAAPA in their sole discretion and may include but shall not be limited to: (i) the repayment by defending member to complaining member of the Complaint Fee, (ii) the removal of any Sponsor Content, including any brochure, content, media, advertisement or catalog, from any event, whether or not such event is sponsored by Sponsor, (iii) restrictions on access or services provided by IAAPA, or (iv) a loss of membership to IAAPA; or (v) a ban from any future sponsorship opportunity.

e) Sponsor understands and agrees that any determination by IP Mediator and/or IAAPA to issue any Sanctions is not a legal determination that any intellectual property infringement or violation has occurred; instead, Sanctions shall be issued (i) to enforce this Agreement or any other contract between Sponsor and IAAPA or (ii) when IP Mediator believes that the Sponsor Content (or any item distributed by the Sponsor) is potentially infringing on another's intellectual property or proprietary.

13. Data Protection:

a) For the purposes of this Agreement, the following terms shall have the following meanings: (i) "Privacy Legislation" means all laws and regulations, including (without limitation) the laws and regulations of the European Union, the European Economic Area and their member states, laws and regulations of the People's Republic of China ("PRC") and any other jurisdictions, which are applicable to the processing of Personal Data under this Agreement, including (without limitation) the EU General Data Protection Regulation (2016/679) ("GDPR"), the PRC Personal Information Protection Law ("PIPL") applicable to a Sponsor incorporated in the PRC; and (ii) "Data Controller", "Data Subject(s)" and "Personal Data" each have the meanings given to them in the GDPR.

b) The parties acknowledge and agree that each party shall be a separate Data Controller in respect of the Personal Data received from the other party and processed in relation to this Agreement and each party shall be responsible for its compliance with the Privacy Legislation. Each party shall process the Personal Data received from the other party in accordance with its applicable privacy notice and the Privacy Legislation and solely for purposes related to the performance of this Agreement.

TERMS OF AGREEMENT (CONT.)

c) Should Sponsor transfer Personal Data to IAAPA, Sponsor represents, warrants and guarantees that (i) the Personal Data has been collected in strict compliance with the applicable Privacy Legislation; (ii) it has properly notified the Data Subjects concerned that their Personal Data may be transferred to third parties including IAAPA and any other information to be notified to the Data Subject(s) if so required by the applicable Privacy Legislation; and (iii) Sponsor has all necessary rights to transfer the Personal Data to IAAPA and such transfer of the Personal Data is and shall be in compliance with the applicable Privacy Legislation.

d) To the extent IAAPA processes Personal Data in a territory outside of the European Economic Area that does not provide adequate protection for Personal Data (as determined by applicable Privacy Legislation) the parties hereby enter into the Standard Contractual Clauses (controller to controller transfers) as approved by the European Commission on 27 December 2004, as amended, superseded or replaced from time to time ("SCCs"), which are incorporated by reference in, and form an integral part of, this Agreement, in respect of any transfer of Personal Data from Sponsor (as "data exporter") to IAAPA (as "data importer") where such transfer would be prohibited by applicable Privacy Legislation (or by the terms of data transfer agreements put in place to address the data transfer restrictions of applicable Privacy Legislation) in the absence of SCCs. With respect to Article II (h) of the SCCs, IAAPA will process Personal Data in accordance with the data processing principles set forth in Annex A to the SCCs. The SCCs shall come into effect on the commencement of a relevant transfer as described in this Section 11.

e) Sponsor agrees and acknowledges that any data other than Personal Data, which IAAPA has obtained from Sponsor, may be freely shared with and transferred to IAAPA and IAAPA's affiliates and any third party for commercial purposes unless Sponsor has specified to the contrary in writing stating what data may not be so shared or transferred.

f) Sponsor acknowledges and agrees that its use of the Internet access and Wifi service provided by the Event Facility shall be in compliance with the applicable terms and conditions of use and that it will abstain from sending or receiving any message, data, file, content or signal which is in breach of law and order, common morality, legislation on press infringements, applicable Privacy Legislation, Internet copyright protection law, laws on the protection of minors, trade secrets, private correspondence or private information on the Internet.

g) Sponsor understands and expressly acknowledges it has been informed that its rights, and those of any third party users who log on and use the Internet access and Wifi service provided by the Event Facility, to access, modify, delete or object to the processing of Personal Data and to the transmission thereof to any third parties, shall be exercised in accordance with the applicable Privacy Legislation and the legislation applicable in the United States of America.

14. Arbitration: Sponsor hereby agrees that the exclusive jurisdiction for any dispute, claim, or demand related in any way to the enforcement or construction of this Agreement will be decided by binding arbitration in the State of Florida, USA. Specifically, all disputes between Sponsor and IAAPA shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the Orlando, Florida, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred. It is the intention of the parties that all questions with respect to the construction and enforcement of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Florida, USA.

15. Miscellaneous. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws, then such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Either party's waiver of or failure to exercise any right provided for in the Agreement shall not be deemed a waiver of any further or future right under the Agreement. All notices required or permitted hereunder shall be in writing, sent to the parties at the addresses provided by the parties. All provisions herein which by their nature should survive the expiration or termination of the Agreement (including, but not limited to, provisions on limitation of liability and indemnification) shall so survive. This Agreement constitutes the entire agreement between the parties on the subject hereof, and supersedes all prior or contemporaneous writings or oral agreements.

By signing below, I acknowledge that I have read and agree to the terms as set forth above. Please sign and email to CSulock@IAAPA.org

Signature: _____ Print Name: _____ Date: _____