



NORTH AMERICA CONNECTIONS AGREEMENT

2024 IAAPA Meetups & IAAPA Presents

IAAPA North America has released its tentative schedule for in-person events. These events provide opportunities to network with industry professionals, increase revenue, learn best practices, share ideas, and gain insight from attraction veterans.

- **IAAPA Meetups** are a 2-3 hour networking reception often paired with an experience at the hosting facility.
- **IAAPA Presents** are an all-day ultimate mix of networking, education, and behind the scenes tours at the hosting facility.



SPOTLIGHT YOUR COMPANY!

Note: Event details/location are subject to change and additional events and information will be added throughout the course of the year. Stay up-to-date at [IAAPA.org/events-calendar](https://iaapa.org/events-calendar), complete with full events.

MARCH 26	IAAPA MEETUP: CITY MUSEUM, ST. LOUIS, MO
MAY 7	IAAPA MEETUP: SUMMIT ONE VANDERBILT, NEW YORK CITY, NY
MAY 21	IAAPA MEETUP: DENVER ZOO, DENVER, CO
JUNE 11	IAAPA MEETUP: CANADA'S WONDERLAND TORONTO CANADA - TBD
JUNE 25	IAAPA PRESENTS: SILVER DOLLAR CITY BRANSON, MO TBD

JULY 9	IAAPA MEETUP: CAROWINDS, CHARLOTTE, NC
JULY 23	IAAPA PRESENTS: CEDAR POINT, SANDUSKY, OH TBD
AUG. 13	IAAPA MEETUP: IAAPA HQ & EPCOT, ORLANDO, FL TBD
SEPT. 10	IAAPA MEETUP: SPY MUSEUM, WASHINGTON, DC TBD
OCT 1	IAAPA MEETUP: FUNPLEX, MT LAUREL TOWNSHIP, NJ TBD
OCT. 15	IAAPA MEETUP: KNOTT'S SCARY FARM, BUENA PARK, CA TBD

SPONSORSHIP OPPORTUNITIES

(All sponsors must be IAAPA members)

☐ **ONE Event: US \$1,000** (please list the one event you wish to sponsor): _____

☐ **THREE Events: US \$2,750** (please list the three events you wish to sponsor): _____

☐ **ALL Events: US \$8,750**

PRE-EVENT SPONSOR BENEFITS	One Event	Three Events	All Events
Includes event registration	1	1 PER EVENT	2 PER EVENT
Logo recognition with company link on www.iaapa.org	✓	✓	✓
Logo recognition on an IAAPA North America marketing email promoting the event	✓	✓	✓
Use of "PROUD IAAPA SPONSOR" icon for your social media and email signatures	✓	✓	✓

ON-SITE SPONSOR BENEFITS	One Event	Three Events	All Events
Provide promotional giveaway for attendees: Smaller items requested (IAAPA approval in advance)	✓	✓	✓
Logo acknowledgment on digital and/or event signage	✓	✓	✓
Recognition on Connect+, IAAPA's official mobile app (For IAAPA Presents only)	✓	✓	✓
Mention of sponsors from IAAPA leadership during introduction of event	✓	✓	✓

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

PAYMENT METHOD: Payment due at the time of submitting the signed agreement.

☐ **CREDIT CARD:** IAAPA Team will provide a digital link.

☐ **CHECK ENCLOSED:** in the amount of USD\$ _____
Check #:
(Checks must be drawn from a U.S. bank)
Please make checks payable to **IAAPA**.

Mail to: IAAPA, Attn: North America Sponsorship Team
4155 West Taft Vineland Road - Orlando, FL 32837 U.S.

☐ **WIRE TRANSFER:** in the amount of (USD\$ _____ + USD\$25*) = USD\$ _____
(*Please include a USD\$25 transaction fee for all wire transfers.)

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.

☐ **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

1. Anyone desiring to sponsor or advertise at the International Association of Amusement Parks and Attractions ("IAAPA") North America Meetups & Presents (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 North America Meetups & Presents

(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

INITIAL: _____

DATE: _____

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.

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.

☐ I have read and agree to the terms as set forth above.

NAME: _____

DATE: _____

SIGNATURE: _____