

SPONSORSHIP AGREEMENT

2633 McKinney Ave Ste 130.729, Dallas, TX 75204

430-808-2063 gulfstates@pcma.org

Please complete and return this form to gulfstates@pcma.org

Sponsor Company Name: _____

Address/City/State: _____

Contact Name: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

PCMA Member? Yes No Member name and member #: _____

How did you hear about PCMA Gulf States sponsorship?

Email from the chapter Online search Social Media Friend/colleague Other

If referred by a friend or colleague, please provide their name: _____

SELECT YOUR SPONSORSHIP

Annual Sponsorships

- Presenting \$7500
- Partner \$5000
- Supporter \$2500

**Chapter Reception @
Convening Leaders**

- Titanium \$2500
- Platinum \$1500
- Gold \$500
- Silver In-Kind

Signature Event Sponsorships

- Title \$5000
- Platinum \$3000
- Gold \$1500
- Silver In-Kind

NOTES:

PAYMENT and AUTHORIZATION

Check payable to PCMA Gulf States (amounts of \$2,500 or more must be paid by check)

AMEX MC Visa

Cardholder Name: _____

Card Number: _____

Exp date: _____

Authorized amount: _____

Cardholder Signature: _____

Authorized Representative

By signing this agreement, Sponsor agrees to abide by the above-stated Terms & Conditions and as outlined in the PCMA Gulf States Sponsorship Prospectus, which are made part of the contract as reference, and are fully incorporated herein.

Signature

Printed Name

Date

TERMS & CONDITIONS

Indemnification

PCMA Gulf States makes no warranties, guarantees or representations regarding benefits to be received by Sponsor from this sponsorship. PCMA Gulf States will not be liable to Sponsor for any damages for lost profits, lost income, lost revenue, incidental damages, consequential damages, or attorneys fees. Sponsor agrees to indemnify and hold PCMA Gulf States harmless for all claims, demands, and liabilities, whatsoever, made or asserted by any third party against PCMA Gulf States relating to any act of omission or commission of Sponsor.

Terminating the Agreement

Either the Chapter or the Sponsor may terminate this Agreement within three (3) days of Effective Date ("Grace Period") effective immediately upon giving written notice with no penalties or payments due to either party, unless the sponsorship is related to an event taking place within the three (3) day period. In this case, the sponsorship payment is non-refundable.

With reasonable cause, either the Chapter or the Sponsor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes: a material violation of this Agreement, or any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate. Should the Chapter elect to terminate this agreement, the Chapter will refund any payments made by the Sponsor, minus expenses incurred related to delivering benefits to the Sponsor up to and including the date of termination. Should the Sponsor elect to terminate this agreement after the initial three (3) day grace period, no refund will be issued.

PCMA Gulf States may also cancel this agreement without refund or credit (except for situation "f") for any of the following reasons: a) Sponsor breaches this agreement, b) Sponsor fails to pay PCMA Gulf States as outlined in this agreement, c) Sponsor is the subject of any negative publicity, which PCMA Gulf States determines in its' sole discretion, is inconsistent with the principles or goals of PCMA Gulf States or reflects a negative image of PCMA Gulf States, d) PCMA Gulf States receives complaints from its' members about Sponsor, e) Sponsor engages in any illegal or unethical activity, f) PCMA Gulf States is unable to hold the sponsorship event due to circumstances beyond its control. PCMA Gulf States reserves the right to review any and all material that will be used by the sponsor in advance to determine its appropriateness and quality. Full payment is due upon execution of this agreement.

Force Majeure

Should events beyond the reasonable control of the Sponsor and the Chapter, including but not limited to (1) acts of God, (2) war, including armed conflict, (3) strikes or labor disputes, (4) disease (examples of disease: SARS, Legionnaires), (5) government regulation or advisory (including travel advisory warnings), (6) civil disturbance, (7) terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, (8) curtailment of transportation services or facilities which would materially affect attendees from attending the event or activity, (9) disaster, fire, earthquakes, hurricanes, (10) unseasonable extreme inclement weather, (11) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities, or (12) any other cause reasonably beyond the parties' control (collectively referred to as "occurrences"), making the event or activity commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under this agreement as the parties originally contracted, neither party will be liable for any damages, fees, or penalties.

Administration

It is agreed that all matters relating to the administration of the sponsorship shall remain the exclusive responsibility of the Chapter. This Agreement is governed by and will be enforced under and construed in accordance with, the laws of the State of Texas without giving effect to any conflict-of law provisions or rule (whether the State of Texas or any other jurisdiction) that would cause the application of the laws of any state or similar jurisdiction other than the State of Texas. Each party consents to the personal jurisdiction of the state and federal courts located in Dallas County, Texas for any lawsuit filed, arising from or relating to this Agreement.

Assignability

This agreement is made solely with the Sponsor and except with the written permission of the Chapter shall not be assignable.