

# D2DCON 2019 - SPONSORSHIP AGREEMENT

---

## 1 EXHIBITOR INFORMATION please print

Exhibiting Company Name: \_\_\_\_\_ Booth Space: \_\_\_\_\_

Contact Name: \_\_\_\_\_

\*Company Description (2 sentences max) \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Providence/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

---

**2 CHECK THE SPONSORSHIP OPPORTUNITY - We want this sponsorship to be a win for your company. If there is something you would like to switch, add or remove from your packet, we are open to negotiating the right fit for your company. Feel free to let us know what seems most profitable to you.**

### Platinum Package \$20K

- **5K** - 20X20 Booth space
- **\$2,200** - Giant Foam lettering (provided by D2D)
- **5K** - Access to the attendee list including all emails and phone numbers
- **\$800** - 10 General admin tickets
- **\$1500** - 2-minute video showed on the large screen at D2DCON
- **\$2500** - 15-45 minute workshop with approval from D2DCON
- **Free** - Special 25% off coupon code to D2DCON to distribute to your channels.
- **\$1500** - D2DExperts Podcast with Sam Taggart
- **\$500** - 20 Second ad on D2D Podcast - 5 podcasts (between 200-300 listens per day)
- **\$1000** - 4 VIP dinner tickets
- Everything in the gold packet

### Gold Package \$6K

- **4K** - 10X10 Booth space
- **\$500** - 1 pinned posts on the D2D Facebook group page for 5 days.
- **\$500** - 10 Second ad on D2D Podcast - 5 podcasts (between 200-300 listens per day)
- **\$500** - 2 VIP dinner tickets
- **\$500** - 30 Second Ad on the D2D Podcast (between 200-300 listens per day)
- Everything in the Silver Packet

**Silver \$3K**

- **\$2K** - 5X10 Booth space
- **\$500** - 1 pinned post on the D2D Facebook group page for 5 days
- **\$500** - 1 VIP dinner ticket
- Everything in the Bronze Packet

**Bronze \$1000**

- Logo on program and website
- Enhanced Online Exhibitor Listing with a small overview and link to full page spread (company will provide)

**Total Amount of Section 2 Due: \$ \_\_\_\_\_**

**Initial Here: \_\_\_\_\_**

All sponsorship prices do not include production or labor costs. All rates/packages/terms are subject to change. Show management will attempt to honor choice in order of preference; however, final decisions regarding assignments are in the sole discretion of D2DCON.

**KickBack Program:**

- 1.) If you sell tickets - receive a 15% kickback on net ticket sales that use your coupon code
  - a.) Maxed payout at 75% total paid sponsorship amount
  - b.) Paid within 30 days after the event
- 2.) Receive 30% kickback from new sponsorships brought in that will go toward the sponsorship fee.
- 3.) Custom coupon code of 10% to track who was brought in, using the ambassador program, to promote to your networks.

**3 PAYMENT** By signing the following credit card payment authorization, you agree to allow D2DCON LLC, to charge your credit card for unpaid balances per the payment and schedule terms of the contract.

**Total Amount of Sections 2 and 3 Due:**

**\$ \_\_\_\_\_**

**Initial Here: \_\_\_\_\_**

**Check # \_\_\_\_\_** Make check payable to D2DCON LLC

**Money Transfer to Wells Fargo Bank Account:** Routing Number: 124002972 Account Number: 1446544528

Credit Card (circle one):                      AMEX                      MASTERCARD                      VISA                      DISCOVER

Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_ Code: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**If different from above Name/Address**

Address: \_\_\_\_\_

City: \_\_\_\_\_ Providence/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I agree to be charged 100% of the contracted sponsorship agreement upon return of this document. **Initial Here** \_\_\_\_\_

The fees set forth above reflect a 3% discount for payments made via cash, checks or bank wire transfers. Payments made using credit cards are not entitled to the cash, check and bank wire transfer discount and the applicable fees will be recalculated accordingly. If your balance of payment is not received by other means within 90-days of the event, this card will be billed automatically to settle your account. Contact your representative to make arrangements for credit card payments. \* This number is 3 digits for MC/Visa and is located on the signature panel on the back of your card immediately following the card account number. For American Express this number is 4 digits and is printed on your card above the embossed account number. This number is recorded as an additional security precaution.

-----  
**4 RULES**

In order for D2DCon to work, we need everyone to come together and support this movement. We recognize that this is only year two and we want to keep up as much momentum as possible. There are a few things you can do as a sponsor to help us grow into something even better.

The following are rules we want you to follow. We are extremely sensitive to creating a safe space for all. If you feel these do not align with your motives or goals please reach out to Abi Ayres at [abi@d2dcon.com](mailto:abi@d2dcon.com) and discuss your concerns with us. We are happy to clarify any issues with you. With that being said, please review the following rules and initial below.

- 1.) All Sponsorship will help promote the event to their audiences in some way, including email campaigns, facebook or social posts, word of mouth, offering coupon codes and more. If you cannot think of a good way to promote the event, please contact Abi Ayres at [abi@d2dcon.com](mailto:abi@d2dcon.com) and discuss ways that may be possible.
- 2.) Align with the master vision on D2DCon to uplevel and bring honor and integrity to the D2D industry.
- 3.) Absolutely no recruiting to specific D2D companies. This event in industry neutral and we must keep the standard as high as possible.
- 4.) D2DCon has the right to filter content and screen materials prior to event and marketing to make sure the messaging aligns with our goals.

**Initial Here** \_\_\_\_\_

-----  
**5 SIGN HERE**

**Authorized Signature:** \_\_\_\_\_

**Accepted by (Show Management):** \_\_\_\_\_

ACCEPTANCE – Sponsor has read the Terms & Conditions on the reverse side of this Agreement. Sponsor understands that this Agreement shall be legally binding between D2DCON and the Sponsor. Sponsor also understands that any changes in the information in this Agreement must be provided to D2DCON in writing. This Agreement may be executed in counterparts with all such counterparts constituting one Agreement. This Agreement may be executed and delivered by facsimile and a facsimile signature shall be treated as an original.

FOR OFFICE USE ONLY:

Total Due: \$ \_\_\_\_\_

Notes: \_\_\_\_\_

Payment Received: \_\_\_\_\_ Date Payment Received: \_\_\_\_\_

Booth Number: \_\_\_\_\_

---

## 6 BASIC TERMS AND CONDITIONS

### 1. Definitions

“Sponsor” means the applicant identified on the front hereof; (b) “Show” means the specific expositions or conferences identified on the front hereof; (c) “Show Management” means D2DCON LLC, its co-sponsors and their respective agents, employees and affiliates; (d) “Hall Management” means the owner or manager of the facility in which the Show is conducted, and its employees and agents; and (e) “Hall” means the facility in which the Show is conducted.

### 2. Agreement

This application, when properly executed by Sponsor and upon written acceptance by Show Management, shall constitute a valid and binding Agreement. Show Management reserves the right to accept or refuse any application for participation in the Show in its sole discretion. Show Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including the conditions, rules and regulations stated herein, in the Promotional Opportunities Package, Exhibitor Contract, D2DCON Exhibitor Contract and in the Hall Management contract, to which Show Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Sponsor agrees to be bound thereby.

### 3. Compliance

Sponsor agrees to comply with all rules, regulations and policies of the Hall and of Show Management and as may be adopted by Show Management.

### 4. Payment Terms

Main payment policy is 100% upfront. Payment option available: Fifty percent (50%) of the total sponsorship fee is due with Agreement. The remaining balance is due and payable upon thirty (30) days of receipt of Agreement, or at least 30 days prior to the start of the Show, whichever occurs first. Agreements submitted less than thirty (30) days prior to the date of the Show must be submitted with full payment. Fees must be paid in full prior to the set-up of any Sponsorship Opportunity at the Show. In the event Sponsor fails to make any payments as contemplated herein, Sponsor shall be deemed in default, and Show Management shall have the right to retain Sponsor’s deposit and all monies paid as Sponsor’s non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Show Management’s right to collect the full amount set forth on the front hereof. Sponsor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys’ fees, court costs and interest. In the event of default by Sponsor, Show Management shall have the right, but not the obligation, to license the subject Sponsorship to another Sponsor prior to the Show without in any way releasing said Sponsor from any liability hereunder. In the event Show Management is able to resell the Sponsorship Opportunity, Show Management in its discretion may reimburse Sponsor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.

### 5. Cancellation

In the event Sponsor seeks to cancel this Agreement for Sponsorship, Sponsor acknowledges that Show Management would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm. All cancellations by Sponsor must be in writing, by certified mail, return receipt requested. The date of cancellation shall be the postmark date on the notice. If Sponsor cancels, Sponsor agrees to pay on demand to Show Management the amounts set forth below if not previously paid by Sponsor. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. If such notice is received by Show Management at least one week prior to the published Materials Due deadline, and before the date payment is due, then one half (50%) of the total fee shall be due to Show Management. If such cancellation notice is received by Show Management less than one week prior to the published Materials Due deadline, or after the date payment is due, then the total fee (100%) shall be due to Show Management. In addition, any cancellation or failure by Sponsor hereunder may, in Show Management’s sole discretion, result in partial or complete forfeiture of Sponsor’s rights under Sponsor’s Show Exhibitor Agreement.

## **6. Use of Trademarks**

Subject to the terms and conditions thereof, Sponsor hereby represents and warrants that it has the power and authority to grant, and does hereby grant to Show Management a non-exclusive, non transferable, royalty-free, worldwide license to reproduce and display all logos, trademarks, trade names and similar identifying material relating to Sponsor (the "Sponsor Marks") solely in connection with the promotion, marketing and distribution of the parties in accordance with the terms hereof, provided, however, that Show Management shall, other than as specifically provided for in this Agreement, not make any specific use of any Sponsor Mark without first submitting a sample of such use to Sponsor and obtaining its prior consent, which consent shall not be unreasonably withheld. The foregoing license shall terminate upon the effective date of expiration of this Agreement.

## **7. Entire Agreement**

The terms of this agreement may not be modified, except by written Agreement, signed by both parties.

## **8. Indemnification**

Sponsor shall indemnify and hold harmless Show Management, the Hall, Hall Management, and their respective directors, officers, employees, agents, and independent contractors, from and against any and all claims, causes of action, damages or costs (including reasonable attorneys' fees) to the extent resulting from the actual or alleged negligence, misconduct or breach of warranty or covenant by Sponsor, or its employees, independent contractors, additional sponsors or agents. The foregoing indemnification obligations will survive any termination of this Agreement.

## **9. Insurance**

Sponsor agrees to maintain adequate insurance to fully protect Show Management, the Hall, Hall Management, and their respective affiliates, officers, directors, employees, agents and representatives, from any and all claims, which may arise in connection with 1) Sponsor's breach of any material term of this Agreement or any statutory, regulatory or common law obligation; 2) liabilities or obligations, or any third party claims (including, without limitation, personal injury, death or property damage, including with respect to products and completed operations; and 3) any public relations, promotional or other material furnished by or on behalf of Sponsor unless such material was modified by Show Management and such modification is direct cause of such claim. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name D2DCON, Show Management, the Hall and Hall Management as additional insureds and be provided to Show Management at least 30 days before the Show's opening date.

## **10. Sponsorship Approval**

All Sponsorship Opportunities are subject to approval by Show Management. Show Management reserves the right to restrict promotion which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any promotion which, in its opinion, may detract from the general character of the Show. This reservation includes persons, things, conduct, printed matter and anything of character which Show Management determines is objectionable. In the event of such restriction or removal, Show Management shall not be liable for any refunds or other promotion expenses. No animals may be offered or displayed as a part of the promotion.

## **11. Force Majeure**

Show Management is not liable for delays in delivery and/or non-delivery as the result of an Act of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the reasonable control of Show Management affecting the production or delivery in any manner.

## **12. Damages**

Under no circumstances will Show Management be liable for loss of profits or other incidental or consequential damages for any of its acts or omissions whatsoever whether or not appraised with the possibility of likelihood of such lost profits or damages.

## **13. Relationship of Party**

The Parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect.

## **14. Taxes**

Sponsor shall be solely responsible for the payment of any and all taxes and duties imposed on Sponsor in connection with any and all Shows.

## **15. Participation**

Participation in any Sponsorship Opportunity is contingent on Sponsor exhibiting at D2DCON.

## **16. Choice of Company Logo**

Choice of company logo or name (in fulfilling the Sponsorship Features) is at the complete discretion of Show Management.

## **17. Sponsorship Materials Approval**

In order to protect the integrity of the show's look and feel; Show Management retains complete control over the design of all materials produced to fulfill the Sponsorship Features. All sponsorships remain the property of Show Management and will include the Show name / logo and Show dates at the complete discretion of Show Management.

## **18. Severability**

If any term of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be binding upon the heir and successors of the Sponsor.

## **19. Entire Agreement**

This Agreement constitutes the entire Agreement between Sponsor and Show Management concerning Sponsorship Opportunities, and is expressly conditioned upon Sponsor's full performance of its Exhibit Space License Agreement, including, but not limited to actual participation.

## **20. Assignment**

This Agreement cannot be assigned, in whole or in part, without the written approval of Show Management. Show Management may assign this Agreement without the prior written consent of Sponsor.

**21. Costs, Expenses and Attorneys' Fees**

If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

**22. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

**23. Exhibitor Agreement**

All rules and regulations of all applicable exhibitor agreements and related materials are hereby incorporated into this Agreement.

**24. Errors and Omissions**

Sponsor agrees that Show Management will not be liable in the event of any errors or omissions in the Show's directory, sponsorship materials, or related materials.

**25. PERMISSIONS**

Exhibitor consents and agrees to receive (i) facsimile advertisements sent by or on behalf of Show Management to the facsimile number provided above (ii) telephone solicitations initiated by or on behalf of Show Management and directed to the telephone number provided above and (iii) commercial electronic mail messages sent by or on behalf of Show Management, its affiliates, lines of business and divisions.

**26. Notices**

Any notice required under this Agreement will be in writing and sent to the appropriate address listed on the first page, or to such other address as may be provided by either party from time to time, and, in the case of Show Management, with a copy to D2DCON, 2803 w Shady Hollow Ln Lehi Utah 84043. Notices will be sent by certified mail, registered mail or reputable overnight courier, return receipt requested, and will be effective when received.