

## **RVX Sponsorship Terms and Conditions**

### **1. Sponsorship Opportunities**

Sponsorship opportunities will be assigned on a first-come, first-served basis. Only applications which are accepted will be charged. Once accepted and charged, all sponsorships are final and no refunds will be issued.

### **2. Assignment of Space**

If the sponsorship opportunity selected by Sponsor requires the assignment of space (e.g., display area) by RV Industry Association, such space shall only be assigned after receipt of the agreement executed by the Sponsor with payment in full. Space assignments are in the sole discretion of RV Industry Association.

### **3. Assigned Space Hours**

If assigned a space by RV Industry Association, Sponsor will have use of such space during the times permitted by RV Industry Association, which will be communicated after assignment of such space. Set up times will be communicated by RV Industry Association after assignment of such space.

### **4. Installation and Dismantling**

If assigned a space by RV Industry Association, Sponsor will abide by the rules and regulations regarding the construction, maintenance, and tear-down of the assigned space, if applicable. Sponsor will not discriminate against any person in connection to its booth, services rendered, or privileges offered on the basis of race, creed, ancestry, gender, sexual orientation, disability, color, marital status, age, religion, or national origin.

### **5. Ownership of Marks and License**

Sponsor represents and warrants that it owns, controls or has permission to use its respective brands, marks, logos, trademarks, names, and products ("Sponsor's Marks"). Sponsor hereby grants RV Industry Association a non-exclusive, royalty-free license to use Sponsor's Marks in connection with this Agreement for a period of two (2) years.

### **6. Insurance**

If assigned a space by RV Industry Association, Sponsor, at its sole cost and expense, must obtain and maintain in effect at all times during The RVX Experience (the "Event"), and during all activities related to the Event, including, but not limited to, during move-in and move-out, its own property and public liability insurance policy with minimum policy limits of \$2,000,000 per occurrence. Sponsor must add Recreation Vehicle Industry Association, Inc. and Go RVing, Inc. (Event Management), Calvin L. Rampton Salt Palace Convention Center (Event Facility), SMG (Facility Management), and Salt Lake County (Facility Owner), as additional insureds on the insurance policy and provide RV Industry Association (1896 Preston White Drive, Reston, VA 20191) with a Certificate of Insurance evidencing said coverage. Sponsor acknowledges and hereby agrees that RV Industry Association, Go RVing, the Salt Palace, SMG, Salt Lake County and their respective employees, agents and contractors are not responsible for loss, theft or damage to any units or other merchandise while in transit to or from the Event site or while at the Event site.

### **7. Indemnification**

Sponsor hereby agrees to indemnify, defend and hold harmless RV Industry Association, Go RVing, Salt Palace, SMG, Salt Lake County and their respective directors, officers, employees, agents and contractors, from and against any and all liabilities, damages, actions, claims, costs and expenses including, but not limited to, court costs and reasonable attorneys' fees, arising out of, or related to (i) any injury or death to persons, or damage or loss of property occurring in Sponsor's assigned space or related to Sponsor's assigned space, except to the extent caused by the negligence or willful misconduct of RV Industry Association, Go RVing, Salt Palace, SMG, or Salt Lake County, (ii) any injury or death to persons, or damage or loss of property resulting, directly or indirectly, from any willful or negligent act or omission (where applicable law imposes a duty to act) of Sponsor, or any director, officer, employee, agent or contractor of Sponsor, (iii) any default, breach or nonperformance of this Agreement or any provision herein by the Sponsor; (iii) any infringement action involving any of the Sponsor's Marks, to the extent that RV Industry Association uses such Sponsor's Marks in accordance with the terms, conditions and approvals set forth in this Agreement; or (iv) the failure of the Sponsor to comply with all applicable federal, state and local laws. This indemnification and Sponsor's obligations pursuant thereto shall survive the termination or expiration of this Agreement.

### **8. Representations and Warranties**

Sponsor represents, warrants and covenants that: (i) it is duly organized in the jurisdiction in which it was formed; (ii) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms; (iii) it shall (and shall cause all of its employees, agents, contractors to) comply with all applicable laws, statutes, ordinances, rules, regulations and requirements of all governmental agencies and regulatory bodies having jurisdiction with respect to the services and exercise of rights provided herein; (iv) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement; and (v) it has the right to grant all rights (including, without limitation, the intellectual property rights contained herein) conferred to RV Industry Association under this Agreement free and clear of all liens, encumbrances, royalty obligations, and the like.

#### 9. Restrictions

RV Industry Association reserves the right to restrict sponsorship opportunities which, because of noise, method of operation or any other reason, become objectionable and also to prohibit or immediately evict any Sponsor which, in the sole opinion of RV Industry Association, may detract from the general character of the Event. This would include, but not be limited to, persons, things, conduct, displays, printed matter or anything RV Industry Association determines to be objectionable. Surveys of any type, other than those approved in advance by RV Industry Association, are strictly prohibited. In the event of such restrictions or evictions, Sponsor acknowledges and hereby agrees that RV Industry Association is not required to refund any sums paid by Sponsor and may collect from Sponsor all expenses incurred by RV Industry Association in evicting Sponsor including reasonable attorneys' fees.

#### 10. Remedies; Limitation of Liability

Each party shall be entitled to all rights and remedies available at law or equity for the other party's breach hereof, and all available remedies shall be cumulative and not exclusive. RV Industry Association shall not be responsible for failure to perform any of its obligations hereunder in the event the Event site becomes, in the sole judgment of RV Industry Association, unfit for occupancy, or unfit for the successful operation of the Event, as a result of strikes, lock-outs, inability to obtain labor or materials, government action of whatever nature, war, civil disturbance, terrorist acts, transportation curtailment, acts of God, fire, flood, earthquakes, unavoidable casualty, or other causes, whether similar or dissimilar, beyond the control of RV Industry Association. In the event of the termination of this contract and/or cancellation of the Event by RV Industry Association as a result of any of the aforesaid causes, Sponsor expressly waives all of its rights hereunder and releases and agrees to hold RV Industry Association harmless of and from any and all claims for damages or expenses arising out of or related to this contract. Sponsor further agrees RV Industry Association shall have no further obligation to Sponsor.

IN NO EVENT SHALL RV INDUSTRY ASSOCIATION BE LIABLE TO SPONSOR, REGARDLESS OF THE FORM OF ACTION OR THE THEORY OF LIABILITY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, OF ANY NATURE WHATSOEVER.

#### 11. Termination

RV Industry Association may terminate this Agreement without cause upon seven (7) days prior written notice. In the event of RV Industry Association's cancellation or termination of this Agreement for reasons other than Sponsor's breach or inability to fulfill its sponsorship opportunity and prior to RV Industry Association's providing the benefits, all rights granted to Sponsor hereunder shall immediately be terminated and RV Industry Association will immediately reimburse Sponsor the amount of the fee already paid.

#### 12. Miscellaneous

Sponsor may not assign its responsibilities pursuant to this Agreement without RV Industry Association's written consent, which may be withheld in RV Industry Association's sole discretion. Any attempt to assign this Agreement without the requisite consent is void. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, but the obligations of either party with respect thereto shall continue in full force and effect. This agreement shall be governed by the laws of the State of Virginia and any action or proceeding in connection with this Agreement shall be subject to the jurisdiction of the State of Virginia, County of Fairfax. Section headings used in this Agreement are for convenience only and are not to be controlling with respect to the contents thereof. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and cannot be amended, modified or supplemented in any respect except by a subsequent written agreement entered into by both parties.