**SPONSORSHIP CONTRACT TERMS AND CONDITIONS**

This Contract, properly executed by Sponsor, shall upon written acceptance by Home Buyers Expo c/o Executive Sellers (hereinafter referred to as “COMPANY”) constitute a valid and binding Contract.

**Term of Contract**: Sponsor agrees to abide by all Show rules and regulations. Sponsor is responsible for obtaining applicable permits or licenses required by law and shall abide by all federal, state and local laws. Sponsor is responsible for the payment of all taxes, fees and charges required by any legal authority associated with the Sponsorship. During the term hereof, Sponsor shall not under any circumstances, without the event in which contract is secured, through the Materials (as hereinafter defined), or any other media or communication of any kind which may be displayed or distributed by or on behalf of Sponsor in or about the Building (including, without limitation, Sponsor’s booth space).

**Signs and Advertising**: Any demonstrations, signs and/or solicitations shall be permitted only in areas designated in COMPANY sole discretion. Distribution by Sponsor of any printed matter, samples or other articles shall be restricted to the areas designated in COMPANY sole discretion and subject to COMPANY prior written consent. Sponsor shall not have or operate any display or exhibit, which in the sole discretion of COMPANY, is the source of objectionable noises, odors, or has materials which are considered by COMPANY to be objectionable, including without limitation, signs, lights, and the costuming of personnel. Locations may be determined, modified and/or removed by COMPANY for any reason, including, without limitation, to allow repairs or changes to the Building and to insure that the sponsorship and related materials do not interfere with safe operations of the Building.

**Materials**: Sponsor agrees to provide final art, in electronic format (the “Materials”) by the deadline to be determined. All Materials must be in the form more particularly described in the Materials specifications /mechanical requirements of certain sponsorships. Sponsor is responsible for all production costs necessary to prepare the Materials to the required format. Materials received in any other form than listed in the Materials specifications/mechanical requirements shall be considered incomplete, and COMPANY reserves the right to reject such Materials or to assess Sponsor any costs necessary to correct such Materials. Sponsor waives all proofing opportunities of corrected Materials. COMPANY may reject any content which it deems objectionable in its sole opinion. COMPANY makes no representations or warranties regarding the accuracy or currency of the Materials, and Sponsor will not hold COMPANY, its agents, employees, contractors and/or representatives, liable for any claims, causes of action, losses or damages of any kind or nature whatsoever in connection with the use of the Materials.

**Waiver and Indemnity**: In consideration of the sponsorship, Sponsor agrees to indemnify and hold COMPANY, its members, agents, employees, affiliates, contractors, successors and assigns harmless from and against any claims, damages, actions, liabilities and/or losses in connection with the Sponsorship, publication and/or advertising placed by or on behalf of Sponsor. COMPANY, its agents, employees, contractors and representatives, shall not be responsible for any damage to the sponsorship once the same are installed, nor for any errors or omissions contained within the sponsorship. Furthermore, Sponsor agrees to waive and release any and all claims for liabilities, losses, damages, or injuries, including without limitation, loss of income, against COMPANY, its agents, employees, contractors and representatives, suffered by Sponsor in connection with the sponsorship or breach of this Contract by COMPANY, its agents, employees, partners, invitees, contractors, and/or representatives.

**Default**: Sponsor acknowledges and agrees that the total amount due and owing pursuant to the terms of this Contract shall be paid to COMPANY on the dates indicated in the Contract. Should Sponsor not strictly comply with the terms and conditions of this Contract, including without limitation, the failure to timely pay any monies due and owing to Owner, Sponsor acknowledges and agrees that COMPANY, in its sole discretion and in addition to any other rights hereunder or at law, may revoke Sponsor’s sponsorship at the Show. Failure to pay according to the terms of this Contract may result also in termination of this Contract, reassignment of any locations previously assigned to Sponsor, and/or in Sponsor’s name being deleted from all Owner’s publications, promotions and/or advertisements. In the event of the occurrence of any default, then it is agreed and understood, and the parties contemplate that the damages to COMPANY arising from such breach shall include all expenses incurred, including without limitation COMPANY actual attorneys’ fees and/or collection agency fees. Any default in the terms and conditions of the Exhibit Space Contract by Sponsor shall constitute a default under this Contract by Sponsor and any default by Sponsor under this Contract shall also constitute a default under the Exhibit Space Contract by Sponsor.

**Insurance**: Sponsor and its contractor(s) shall maintain Comprehensive General Liability Insurance and Personal Injury coverage at its sole cost and expense for all of its activities at the Show, and shall have COMPANY, its managing agent and any parties designated by COMPANY named as additional insured on all such policies. Policy limits shall be at least $1,000,000 / $1,000,000 Bodily Injury and Property Damage combined. Sponsor and its contractor(s) shall also maintain, at its sole cost and expense, Workers Compensation Insurance for employees participating in the Show, as required by law. Sponsor warrants that by signing this Contract it has compiled specifically with the insurance requirements of the Contract. Evidence of insurance coverage in the form of a valid Certificate of Insurance specifying the above coverages, including activities at the Show must be provided to COMPANY at its request.

**Cancellation**: If the Show or any part thereof is prevented from being held, or is canceled by COMPANY or if the Sponsorship contracted for herein becomes unavailable because of war, fire, strike, government regulations, public catastrophe, act of God or the public enemy, or any other cause beyond Owner’s control, COMPANY shall not be liable in anyway, nor be obligated to comply with the terms of this Contract. COMPANY shall determine and refund to Sponsor its proportionate share of the Sponsorship Fee received which remains after deducting expenses incurred by Owner and reasonable compensation to COMPANY, but in no case shall the amount of refund to Sponsor exceed the amount of the Sponsorship Fee paid. If Sponsor withdraws from participation in the Show or is requested by COMPANY to leave the Show, Sponsor shall be responsible for full payment of the Sponsorship Fee. No refunds will be given and no credit will be offered for participation in future shows. If Sponsor cancels the Sponsorship for any reason, Sponsor is held liable for full payment of the Sponsorship Fee.

**Miscellaneous**: In the event any term or provision of this Contract shall to any extent be deemed invalid or unenforceable, the remainder of this Contract shall be valid and enforceable to the fullest extent permitted by law. The parties acknowledge and agree that this is the final understanding and Contract between the parties and supersedes any and all prior negotiations, understandings and Contracts relating to this matter.

**Retail Sponsor**: Attendees will receive a voucher of $500 to the retail sponsor, if they purchase a home over $140,000 before 1/1/2016 using a Real Estate agency attending the event.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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