

# CONFERENCE SPONSORSHIP AGREEMENT

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This Conference Sponsorship Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ORGANIZER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [ORGANIZER ADDRESS] (the "**Organizer**"); and

[SPONSOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [SPONSOR ADDRESS] (the "**Sponsor**").

The Organizer and the Sponsor are each a "**Party**" and together the "**Parties**."

**Recitals.** The Organizer is producing [EVENT NAME], a [CONFERENCE / SUMMIT / EXPO / TRADE SHOW] to be held on [EVENT DATE(S)] at [VENUE NAME AND ADDRESS, or "online via [PLATFORM]"] (the "**Event**"). The Sponsor wishes to support the Event and to receive certain promotional and recognition benefits in exchange for a sponsorship fee, and the Organizer wishes to grant those benefits, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Sponsorship Package and Benefits

**1.1 Sponsorship level.** The Sponsor is purchasing the [TITLE / PLATINUM / GOLD / SILVER / BRONZE / CUSTOM] sponsorship package (the "**Sponsorship**") described in this Section and in **Exhibit A (Benefits and Deliverables Schedule)**, which is incorporated into this Agreement by reference.

**1.2 Benefits.** In exchange for the Sponsorship Fee, the Organizer will provide the benefits listed in Exhibit A, which may include, as specified there: (a) placement of the Sponsor's name and logo on Event signage, the Event website, and printed or digital programs; (b) [NUMBER] complimentary Event registrations; (c) a [BOOTH / EXHIBIT / DEMO] space of approximately [SIZE]; (d) a [SPEAKING / PANEL / KEYNOTE] slot of up to [MINUTES] minutes; (e) inclusion in [NUMBER] dedicated email or social media promotions; and (f) the recognition and access rights stated in Exhibit A.

**1.3 Tier exclusivity.** If Exhibit A designates the Sponsorship as exclusive within a category, the Organizer will not grant a sponsorship of equal or higher tier to a direct competitor of the Sponsor within the category of [CATEGORY, e.g. payments technology] for the Event. Absent an express exclusivity designation, the Sponsorship is non-exclusive.

**1.4 Booth and space.** Any exhibit or booth space is assigned by the Organizer based on the Sponsorship level and availability. The Organizer may relocate space for operational or safety reasons and will use reasonable efforts to provide comparable placement.

**1.5 No guarantee of outcomes.** The Organizer does not warrant any particular level of attendance, leads, sales, impressions, or return on investment. Attendance figures provided before the Event are good-faith estimates only.

## 2. Sponsorship Fee and Payment

**2.1 Fee.** The Sponsor will pay the Organizer a sponsorship fee of **[AMOUNT]** (the "**Sponsorship Fee**") in **[CURRENCY, e.g. US dollars]**, exclusive of any applicable taxes.

**2.2 Payment schedule.** The Sponsor will pay: (a) a non-refundable deposit of **[AMOUNT or PERCENTAGE]** within **[NUMBER]** days of the Effective Date to reserve the Sponsorship; and (b) the balance no later than **[NUMBER]** days before the first day of the Event, or on the schedule stated in Exhibit A.

**2.3 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. If the balance is not paid by **[NUMBER]** days before the Event, the Organizer may, after written notice, suspend or withhold benefits until payment is received or treat the non-payment as a cancellation by the Sponsor under Section 6.

**2.4 Taxes.** The Sponsor is responsible for all sales, use, and similar taxes arising from the Sponsorship, except taxes based on the Organizer's net income.

**2.5 Expenses.** Except as stated in Exhibit A, each Party bears its own costs of participating in the Event, including travel, lodging, booth construction, shipping, and the production of the Sponsor's marketing materials.

## 3. Sponsor Marks and Marketing Materials

**3.1 License to Organizer.** The Sponsor grants the Organizer a limited, non-exclusive, royalty-free license to use the Sponsor's name, logo, and trademarks (the "**Sponsor Marks**") solely to provide the benefits and to promote the Sponsor's participation in the Event, in accordance with any brand guidelines the Sponsor provides.

**3.2 Approval of materials.** The Organizer will follow the Sponsor's reasonable brand guidelines and, where Exhibit A requires, submit Sponsor-specific promotional materials for the Sponsor's approval before publication. Approval will not be unreasonably withheld or delayed; the Sponsor will respond within **[NUMBER]** business days, after which silence is deemed approval.

**3.3 Sponsor content and deadlines.** The Sponsor will deliver its logo, copy, booth materials, and other assets in the formats and by the deadlines stated in Exhibit A. The Organizer is not responsible for omitting or misplacing benefits caused by the Sponsor's late or non-conforming delivery, and no refund or credit is owed for such omissions.

**3.4 Compliance of content.** The Sponsor represents that its materials and Sponsor Marks do not infringe any third party's rights and comply with applicable advertising, consumer-protection, and intellectual-property laws.

**3.5 Reservation of rights.** Each Party retains all right, title, and interest in its own marks and content. No license is granted except as expressly stated, and all use of a Party's marks inures to that Party's benefit.

## 4. Conduct, Compliance, and Venue Rules

**4.1 Compliance with rules.** The Sponsor will comply with all venue, fire, safety, health, and Organizer rules, and with all applicable laws, in connection with its participation, including any exhibitor handbook the Organizer provides.

**4.2 Professional conduct.** The Sponsor and its personnel will conduct themselves professionally and will not engage in conduct that is unlawful, harassing, or reasonably likely to bring the Event or the Organizer into disrepute. The Organizer may remove any person who violates this Section.

**4.3 Permits and insurance.** The Sponsor is responsible for obtaining any permits and licenses required for its activities and for maintaining commercial general liability insurance of at least **[AMOUNT, e.g. \$1,000,000 per**

**occurrence]**, naming the Organizer and the venue as additional insureds where required, with a certificate provided on the Organizer's request.

**4.4 No unauthorized activity.** The Sponsor will confine its promotional activity to the space and channels allocated to it and will not solicit, distribute materials, or demonstrate products outside those areas without the Organizer's prior written consent.

## 5. Representations and Warranties

**5.1 Mutual.** Each Party represents that it is duly organized and in good standing, has full authority to enter into this Agreement, and that this Agreement is binding on it.

**5.2 By the Organizer.** The Organizer represents that it has the right to produce the Event and to grant the benefits described in Exhibit A.

**5.3 By the Sponsor.** The Sponsor represents that it owns or is licensed to use the Sponsor Marks and that its participation will comply with applicable law.

**5.4 Disclaimer.** Except as expressly stated, neither Party makes any warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, regarding the Event or the benefits.

## 6. Cancellation, Postponement, and Force Majeure

**6.1 Cancellation by the Sponsor.** If the Sponsor cancels, the Organizer will retain the deposit and the following portion of the Sponsorship Fee, reflecting committed costs: **[e.g. up to 90 days before the Event, 50%; within 90 days, 100%]**. Cancellation must be in writing and is effective on the Organizer's receipt.

**6.2 Cancellation by the Organizer.** If the Organizer cancels the Event and does not offer a substantially equivalent rescheduled or virtual event, the Organizer will refund amounts paid for benefits not yet delivered, less the value of benefits already provided.

**6.3 Postponement or format change.** If the Organizer postpones the Event or converts it to a virtual or hybrid format, the Sponsorship and amounts paid will carry over to the rescheduled or reformatted Event, with benefits adjusted in good faith to comparable value. A refund is owed only if the Sponsor cannot reasonably participate in the new date or format.

**6.4 Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, including acts of God, natural disaster, fire, epidemic or pandemic, government order, labor dispute, terrorism, or venue unavailability. If a force majeure event prevents the Event, the Parties will allocate unavoidable, non-recoverable costs fairly, and any remaining balance will be credited or refunded per Sections 6.2 and 6.3.

## 7. Indemnification and Limitation of Liability

**7.1 By the Sponsor.** The Sponsor will defend, indemnify, and hold harmless the Organizer and the venue from third-party claims arising from the Sponsor's products, materials, Sponsor Marks, booth activities, or the acts or omissions of the Sponsor's personnel at the Event.

**7.2 By the Organizer.** The Organizer will defend, indemnify, and hold harmless the Sponsor from third-party claims arising from the Organizer's negligence or willful misconduct in producing the Event.

**7.3 Procedure.** The indemnified Party will give prompt written notice of the claim, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle in a way that imposes liability or an admission on the indemnified Party without its consent.

7.4 **Exclusion of indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, goodwill, or data, even if advised of the possibility.

7.5 **Liability cap.** Except for indemnification obligations under this Section and a Party's gross negligence or willful misconduct, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total Sponsorship Fee paid or payable under this Agreement.

8. General Provisions

8.1 **Independent parties.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship, and neither Party may bind the other.

8.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.3 **Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through senior-management discussion within [NUMBER] days of written notice of the dispute. [OPTIONAL: arbitration or mediation clause — discuss with counsel.]

8.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

8.5 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.6 **Entire agreement; amendment.** This Agreement, together with Exhibit A, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ORGANIZER	SPONSOR
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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