



BETTER CAR SHOWS, LLC

TITLE SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between BETTER CAR SHOWS, LLC, PO Box 3819, Central Point, OR 97502, and the sponsor identified below ("Sponsor").

RECITALS

Better Car Shows, LLC is hosting the 2024 Southern Oregon Rod & Custom Show - 47th Annual Show on April 27-28, 2024 and Sponsor desires to sponsor the event. In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

- Better Car Shows, LLC Obligations:** In consideration for Sponsor's participation and support of the event, BCS shall provide the Sponsor the benefits as listed:
 - 10x50 foot booth (a \$1,000 value)
 - Company logo on all advertising
 - Event banners will be provided at all presenting sponsor locations for outside advertising one month prior to the show
 - Title Sponsor also welcome to set up outside display to welcome folks to the show
 - Company name posted on show website with link to your company website
 - Opportunity to hang three (3) banners at the show
 - 25 VIP Passes
 - 50 General Passes
 - Inclusion in full page event advertisements and online stories
 - Distribution of approved promotion items (provided by the sponsor) at the event for inclusion in exhibitor goodie bags.
- Sponsor Obligations:** For its participation as a Sponsor in the event, Sponsor shall pay to Better Car Shows, LLC a fee (the "Sponsorship Fee"), as set out below:
 - Provide all company promotional items to Better Car Shows, LLC
 - Provide up to three (3) banners for Better Car Shows, LLC to hang at the event.
 - Submit payment of \$10,000.00 payable to Better Car Shows, LLC with this signed Agreement.
 - Submit payment of \$10,000.00 payable to Better Car Shows, LLC each January 1st for following years.
- Sponsor Trademark/Sponsor Materials:** Subject to the terms and conditions of this Agreement, Sponsor grants to Better Car Shows, LLC the right to use Sponsor's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to Better Car Shows, LLC by Sponsor ("Sponsor Materials"), in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Event and in accordance with Sponsor's trademark usage guidelines.

4. Indemnity:

- 4.1 Better Car Shows, LLC shall not be held responsible for any loss of or damage to property of Sponsor, its employees, agents, contractors or assigns nor for any personal injury to Sponsor's officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of Better Car Shows, LLC, its directors, officers, and/or employees.
- 4.2 Sponsor shall indemnify, defend, and hold Better Car Shows, LLC harmless from and against any claims arising out of, or relating directly or indirectly to, content on their respective web sites, use of Sponsor's trademarks and logos, and Sponsor Materials.
- 4.3 Sponsor will give Better Car Shows, LLC prompt written notice of any claim or suit coming within the purview of these indemnities.

5. Limitation of Liability. Except with respect to Section 8.3, in no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose of otherwise and even if advised of the possibility of such damages. Notwithstanding anything else in this Agreement, Better Car Shows, LLC's liability for any claim against Better Car Shows, LLC shall be limited to the funds available in its own bank account at the time of the claim.

6. Representations. Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.

7. Term and Termination.

- 7.1 Termination by Better Car Shows, LLC: Better Car Shows, LLC shall be entitled to cancel the Event and/or terminate this Agreement at any time for any reason. In the event Better Car Shows, LLC terminates this Agreement for any reason other than Sponsor's breach, Better Car Shows, LLC shall refund any fees received from Sponsor, and at Sponsor's expense, return any materials, and equipment, hardware and/or software loaned by Sponsor for the Event.
- 7.3 Termination by Sponsor; Effect of Termination:
 - a. Sponsor may terminate this Agreement for breach by Better Car Shows, LLC after giving Better Car Shows, LLC at least thirty (30) days prior written notice specifying the nature of the breach, and giving Better Car Shows, LLC no less than thirty (30) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the 31st day. If a breach occurs fewer than thirty (30) days prior to the Event, Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event.
 - b. If Better Car Shows, LLC terminates this Agreement for Sponsor's breach, Better Car Shows, LLC shall retain any fees received from Sponsor, which fees shall be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of Sponsor shall be returned at the end of the Event and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination.

c. If the Sponsor terminates for Better Car Shows, LLC's breach, Sponsor shall be entitled to seek a full refund of any fees paid and for the return of any equipment, materials and hardware or software of the Sponsor.

7.4 Survival: In the event of termination or expiration of this Agreement, paragraphs 4, 5, 6, 7 and 8 shall survive.

8. Miscellaneous

8.1 Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent by fax as indicated by a fax confirmation sheet; and sent to the address in the recitals. Sponsor agrees to send a copy of any notices, via email to: rich@bettercarshows.com.

8.2 Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

8.3 Confidentiality. Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated as proprietary and/or confidential or that, by nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement. Each party's obligation under this Agreement with respect to any information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement.

8.4 Governing Law/Jurisdiction. This Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon. Sponsor consents to the exclusive jurisdiction and venue of the courts in Jackson County.

8.5 Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.

The parties have executed this Agreement as of the Effective Date set out below:

SPONSOR:

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

BETTER CAR SHOWS, LLC

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____