



1. MAILING ADDRESS

Company Name: _____ (“Sponsor”)
Street Address: _____ City _____
State/Province _____ Zip/Postal Code _____ Country _____
Telephone: _____ Fax: _____ Company Email: _____ Website: _____
Key Sponsor Contact: _____ Telephone: _____ Email: _____

INVOICE BILLING ADDRESS (if different from above)

Billing Company Name: _____
Street Address: _____ City _____
State/Province _____ Zip/Postal Code _____ Country _____
Telephone: _____ Fax: _____ Company Email: _____ Website: _____
A/P Contact: _____ Telephone: _____ A/P Contact’s Email: _____

2. AGREEMENT OF RESPONSIBLE PARTIES

The above described Sponsor hereby agrees with Diversified Communications (“**Diversified**”) to pay the below described fees on the below noted dates as consideration for its 2019 Sponsorship of the 50 Best Running Stores in America to be held in Tuscon Arizona May 19-22, 2019 (“**Event**”) and to comply with the Conditions Rules and Regulations as set forth in Exhibit A below.

3. PAYMENT

Payment in full is due upon receipt of invoice to secure a sponsorship and the associated meeting room.

4. PAYMENT METHODS

All payments must be made in U.S. dollars.

PAYMENT METHODS

- **Check or Money Order** DRAWN on a US Bank made payable to 50 Best, P.O. Box 79365, Baltimore, MD 21279-0365
- **Wire Transfer and Credit Card:** Instructions will be included on your invoice and statements

Follow the instructions on invoices and statements carefully to ensure your payment is applied to your account.

CAUTION: Any updates to payment details will ALWAYS be reflected on an official Diversified Communications invoice

5. CANCELLATION POLICY

No cancellation is effective unless given in writing by mail or e-mail to Diversified Communications, 121 Free Street, Portland, ME 04101 or by email to salestre@divcom.com. The terms and conditions for cancellation are set forth in the following Conditions Rules and Regulations attached hereto below and incorporated herein.

Cancellations received by Diversified on or before December 21, 2018 shall be subject to a cancellation fee equal to 50% of the total cost. Cancellations received by Diversified after December 21, 2018 are subject to a cancellation fee equal to 100% of the total cost.

All outstanding fees are payable immediately upon cancellation.



6. SPONSORSHIP RATES (RATES ARE IN \$US)

Sponsorship Rate.....\$10,500

Meeting Suites are assigned on a first-come, first-served basis, confirmed upon receipt of payment. For further details on your Sponsorship benefits contact your sales representative at salesTRE@divcom.com

Diversified shall provide 1 meeting suite as follows:

- ✓ Set up for meeting space and seating for at least 8 people
- ✓ Two tables for display or food and beverage or other use at the Sponsor’s discretion
- ✓ 2 days of meetings with award recipients

Diversified shall provide promotion of Sponsor as follows:

- ✓ Listing on the Event website, Event guide and onsite signage
- ✓ Featuring of Sponsor on Social media updates
- ✓ Full-page ad in the first July 2019 issue of Running Insight

Sponsor shall provide at its own cost and expense:

- ✓ Food and Beverage, if desired, through a separate agreement with the venue
- ✓ Staff and marketing materials to promote its product in meetings with award recipients

NOTE: Diversified does not guarantee that award recipients will attend their appointments. However, multiple reminders will be made and a charge back assessed on tardy or absent awardees to encourage attendance

7. AUTHORIZATION

Undersigned on behalf of Sponsor has reviewed and affirms that Sponsor shall abide by all Conditions, Rules and Regulations governing 50 Best Running Stores In America as set forth in **Exhibit A** attached hereto, which are included with this Sponsorship Contract and incorporated by reference. Sponsor further affirms that acceptance of this application by Diversified constitutes a legal and binding contract and that undersigned is authorized to obligate Sponsor.

Contract must be signed & deposit received to secure a session. Remit to salestre@divcom.com

Signature: _____

Title: _____

Print Name: _____

Date: _____



50 Best Sponsorship Contract Exhibit A Conditions Rules and Regulations

1. Certain capitalized terms used herein shall have the meanings set forth below:
The "Conditions" means these Conditions, Rules and Regulations.
The "Contract" means the Conditions, together with the Sponsorship Contract
"Diversified" means Diversified Communications, a Maine corporation d/b/a the 50 Best Running Stores in America
The "Sponsorship Contract" means the cover sheet attached hereto with the caption "50 Best Sponsorship Contract."
The "Exhibition" means the 50 Best Running Stores in America event
"Sponsor" means the company named on the Contract, including any and all officers, directors, managers, employees and agents of such company.
2. Diversified reserves the right to refuse to allow a company to participate as a Sponsor, due to its determination of value to the attendees to the Exhibition or for any other reason it deems appropriate in its sole discretion.
3. Sponsor agrees to make payment as outlined on the Contract. If payments are not made when due, Diversified may, in its sole discretion, resell the limited sponsorship inventory available for the Exhibition and terminate its Contract with Sponsor.
4. Diversified shall have full power to determine in every respect the meeting area provided to the Sponsor and all aspects of the Exhibition activities.
5. While participating in the Exhibition, Sponsor agrees to comply with all applicable local, state, federal and other laws, ordinances, rules and regulations; with all rules and regulations of the Exhibition facility; and with any other rules and regulations that may be issued from time to time by Diversified, including but not limited to those set forth in the Exhibitor Manual, if applicable. Sponsor hereby covenants, represents and warrants that any and all materials and products displayed or otherwise used by Sponsor within the Exhibition facility will have been obtained in full compliance with the laws of the respective jurisdiction(s) of origin of such materials and products and that all permits or business licenses required for its activities are also obtained.
6. Sponsor must obtain, at its own cost and expense, liability insurance of no less than \$1,000,000 property damage and personal injury, with broad form endorsement naming Diversified as an additional insured and requiring at least thirty (30) days' prior notice to Diversified of cancellation or material modification; provided, however, that, in the Diversified may waive this requirement at its sole discretion. Sponsor agrees to provide Diversified with certificates of insurance, duplicate policies or other evidence requested by Diversified in connection with this Condition, no later than ninety (90) days prior to opening of the Exhibition. In no event shall Diversified be responsible for any loss of or damage to Sponsor property occasioned by theft or other insurable casualty. Diversified assumes no risk; and, by the acceptance of this Contract, Sponsor expressly releases Diversified of and from any and all liability for any damage, injury or loss to any person or goods which may arise from the occupation of the suite by Sponsor. Sponsor agrees to indemnify, defend and hold harmless Diversified from any and all claims, injuries, losses, liabilities, obligations, damages, expenses and costs (including, but not limited to, attorneys' fees and other similar costs of defending claims or law suits brought against Diversified) (collectively, "Damages") if and to the extent such Damages result from (a) Sponsor's breach or alleged breach of its duties, obligations, covenants, warranties and representations under this Contract, or (b) Sponsor's actions or omissions with respect its participation in the Exhibition. Sponsor's duty to indemnify Diversified hereunder shall not be affected by any contention that Diversified was negligent, and that such negligence was a contributing or proximate cause of any such Damages, unless and until a court of competent jurisdiction in a matter involving third-party liability finds that such Damages resulted from Diversified's bad faith, gross negligence, or willful misconduct.
7. In no event shall Sponsor have any claim for Damages of any kind against Diversified that are direct or consequential, because of the prevention, postponement or abandonment of the Exhibition, by reason of any of the events referred to in Condition 18 below, or if for any reason beyond Diversified's control the Exhibition facility becomes wholly or partially unavailable.
8. The liability of Diversified to Sponsor for all claims relating to the Exhibition or the Contract, in contract, tort or otherwise, shall not exceed the amount of the fees paid to Diversified by Sponsor in connection with the Contract. In no event shall Diversified liable to Sponsor for any consequential, indirect, special or incidental Damages, even if Sponsor has been advised of the possibility of such potential Damages. Diversified further makes no guarantees that its services will generate increased business or sales. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.
9. Non-transferable passes of admission will be supplied to Sponsor for distribution to its personnel. Sponsor will not be admitted to the Exhibition facility without such passes. Diversified reserves the right to limit the number of passes issued to Sponsor.
10. The right to distribute and/or sell any article of food, drink or tobacco is held by catering concessionaires authorized by the owner of the Exhibition facility. No Sponsor may sell, give away or distribute any such article without the written consent of Diversified. The foregoing should not be construed to prevent Sponsor from distributing product samples in accordance with applicable law, and in compliance with applicable regulations of the Exhibition facility.
11. Diversified accepts no responsibility for breakdown or failure of any of the services provided by third parties for, or in connection with, the Exhibition.
12. Diversified reserves the right, in its sole discretion, to refuse any person, including without limitation any employee of Sponsor, admission to the Exhibition. No person under the age of 18 will be admitted under any circumstance during any phase of the Exhibition.
13. Without prejudice to the rights and remedies of Diversified in respect to any breach of the Contract on the part of Sponsor, Sponsor may withdraw and Cancel its Contract subject to the following conditions:
 - (a) Sponsor must give written notice to Diversified that it desires to withdraw from the Conference by mail or email to Diversified at PO Box 7437, Portland, ME 04112-7437 or salestre@divcom.com, which must be acknowledged in writing by Diversified to have effect.



50 Best Sponsorship Contract Exhibit A Conditions Rules and Regulations

- (b) any such acknowledged notification by Diversified to Sponsor will constitute a cancellation of the Contract and Sponsor will be obligated to immediately pay the cancellation fee to Diversified as outlined in the Contract;
 - (c) Diversified may retain and shall not be obligated to refund any payments made by Sponsor unless they are in excess of the cancellation fee owed by an Sponsor.
14. Diversified reserves the right to alter, add to or reasonably amend any provision of the Conditions, provided material changes shall be communicated to Sponsor before they take effect. Should any question arise regarding the meaning of any provision of the Contract or otherwise in connection with Sponsor's involvement with the Exhibition, whether or not provided for in the Contract, the reasonable decision of Diversified shall be final. No alteration, addition, amendment or waiver to or of, the Contract shall operate to release Sponsor from the Contract unless it is confirmed in writing by both parties. No course of dealing between the parties shall operate as a waiver of any of the parties' rights under the Contract. No delay or omission on the part of either party in exercising a right under the Contract shall operate as a waiver of such right or any other right hereunder. The Contract contains the entire understanding of the parties and supersedes any and all prior understandings or agreements between the parties with respect to the subject matter hereof.
15. The purpose of the Exhibition is to facilitate business relationships between attendees and Sponsors. Sponsors must utilize the services and space provided consistent with this purpose and must adhere, in each case in the determination of Diversified in its sole discretion, to each of the following standards:
- (a) Sponsor may encourage or advance its own products, equipment or services; however, Sponsor shall not unfairly criticize the products or methods of any other exhibitor.
 - (b) Sponsor shall not infringe the copyrights, trademarks or other intellectual property rights of any third party or unfairly compete with other exhibits.
 - (c) Diversified reserves the right to remove any individual in the Exhibition facility if it determines that such individuals are exhibiting behavior that detracts from the Exhibition.
16. As an accommodation to Sponsor, Diversified may list Sponsor in digital and print promotional materials prepared and published to support the Exhibition, and Sponsor hereby grants a limited, non-exclusive, transferable worldwide royalty-free right and license to Diversified to use Sponsor's name, trademarks and/or logos for such purpose. Diversified shall have no liability to Sponsor for any errors or omissions contained in such publications.
17. The Contract may be terminated by Diversified at any time on the breach of any of the provisions herein by Sponsor, or breach by Sponsor of any other contract it may have with Diversified or its affiliates, including without limitation failure to make payments when due pursuant to any such contract, and thereupon all of Sponsor's rights hereunder shall cease and terminate, and any payments made by Sponsor on account hereof prior to said termination shall be retained by Diversified as liquidated damages for such breach, and Diversified may thereupon reallocate or resell any space that had been allocated to Sponsor.
18. In the event that the premises in which the Exhibition is to be conducted shall become, in the sole discretion of Diversified, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Diversified under the Contract are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Diversified, the Exhibition may be terminated or moved to another appropriate location at the sole discretion of Diversified. Diversified shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Diversified. For purposes hereof, "cause or causes not reasonably within the control of Diversified " shall include, but not be limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockade, embargo, inclement weather, hurricane, tornado, governmental restraints, declaration of public emergency, strike, lockout, boycott or other labor disturbance, technical or other personnel failure, local, state, federal or other laws, ordinances, rules, orders, decrees or regulations and/or any act of God.
19. Neither Sponsor nor Diversified is or shall be construed to be a partner, joint venturer, franchisee, employee, agent or representative of or with the other for any purpose whatsoever.
20. The Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that Sponsor shall not directly or indirectly assign, delegate, transfer, sublicense or encumber any of its rights or obligations under the Contract without the express prior written consent of Diversified.
21. The Contract shall be governed by and construed in accordance with the laws of the State of Maine, United States of America, without regard to the conflicts of laws provisions thereof to the extent such laws would cause the law of another jurisdiction to apply. The parties unequivocally submit to the exclusive jurisdiction of the state and federal courts sitting in Cumberland County, Maine.
22. Sponsor hereby covenants, represents and warrants, as applicable, that: (a) if it is a legal entity, it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) if it is a legal entity, its execution, delivery and performance of this Contract, the fulfillment of and the compliance with the respective terms and provisions hereof, and the due consummation of the transactions contemplated thereby, have been duly and validly authorized by all necessary corporate or other legal action of Sponsor (none of which actions has been modified or rescinded, and all of which actions are in full force and effect); and (c) the Contract constitutes a legal, valid and binding obligation of Sponsor, enforceable against Sponsor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights.
23. All notices, requests and other communications required or permitted under the Contract must be in writing, and addressed to the parties at the address for each set forth on the Contract, or to such other person or address as either party previously shall have designated to the other by written notice capable of being objectively confirmed.