



Terms and Conditions of the Pride Galveston Sponsor Agreement

1. AGREEMENT

These terms and conditions of sponsorship (the “Terms and Conditions”) are entered into by Pride Galveston and the sponsor (“Sponsor”), whose name is set forth on the above Event Sponsorship Form (the “Sponsorship Form”). Together, the Sponsorship Form and these Terms and Conditions (collectively, the “Sponsorship Agreement”) shall govern the performance of the Sponsor (the “Sponsorship”), as described further in this Sponsorship Agreement.

Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Sponsorship Form. Unless otherwise specifically noted, all references in these Terms and Conditions to paragraphs or sections will refer to the paragraphs and sections of these Terms and Conditions.

Pride Galveston reserves the right to accept or refuse any Sponsorship Agreement or proposed Sponsorship, in its sole discretion. Pride Galveston reserves the right to adopt additional regulations and to modify these Terms and Conditions, as may be deemed necessary by Pride Galveston for the general success of the Event. Such modifications may include changes to the Terms and Conditions, rules and regulations stated herein, to the Sponsorship Agreement, and to all other written agreements, which may affect the parties hereto, all of which are made a part hereof as though fully incorporated herein and Sponsor agrees to be bound thereby.

2. PAYMENT & CANCELLATION POLICY

Full payment must be received ahead of the event dates to secure the Sponsorship. Without full payment, Pride Galveston cannot guarantee and will not reserve the Sponsorship for Sponsor. All requests for cancellation of a Sponsorship must be submitted in writing. All paid and guaranteed Sponsorships cancelled in writing (as set forth in the Terms and Conditions) at least sixty (60) days in advance of the Event will receive a fifty percent (50%) refund of the total Sponsorship

fee. No refunds or credits will be issued on cancellation requests received less than sixty (60) days prior to the scheduled Event. Sponsorships are non-transferable.

3. TERM

The term of the Sponsorship Agreement shall commence on the date hereof and shall continue in full force and effect until the conclusion of the Event.

4. COMPLIANCE

Sponsor agrees to comply with all event rules, regulations and policies of Pride Galveston, as currently in existence and as may be adopted hereafter by Pride Galveston.

5. SPONSORSHIP APPROVAL

All Sponsorship activities and promotions are subject to approval by Pride Galveston. Pride Galveston reserves the right to restrict, prohibit, or remove any activity, material, or promotion by Sponsor which, in its opinion and at its sole discretion, becomes objectionable for any reason and may detract from the general character of the Event. Such activities and promotions may include, but are not limited to, persons, objects, conduct, printed materials and anything which Pride Galveston determines to be objectionable. In no event shall Pride Galveston be liable for any expenses incurred as a result of such restriction, prohibition or removal.

6. CHOICE OF COMPANY LOGO

Upon Sponsorship Agreement, Sponsor may provide Pride Galveston with multiple versions of Sponsor logo. Pride Galveston will select the best version of Sponsor logo for the most effective collateral production.

7. COMPANY RECOGNITION

A Sponsorship shall exist under one (1) corporate brand name only. Sponsorship cannot be shared between two (2) or more entities.

8. SPONSORSHIP MATERIALS

Pride Galveston retains complete control over the design of all materials produced to fulfill the Sponsorship. All materials used to advertise the Event shall remain the property of Pride Galveston. If the materials contain a Pride Galveston logo, the materials must also contain the following: (i) the Date of the Event; (ii) the name of the Event; and (iii) the Pride Galveston Event Logo provided by Pride Galveston specifically for the Event. Under no circumstance can Sponsor use a Pride Galveston Logo that is not specifically provided in connection with the sponsored Event.

Pride Galveston hereby grants Sponsor a limited, royalty free, fully paid-up, non-exclusive, non-transferable, terminable right and privilege to use the specifically provided TWP Logo for the

sole purpose of marketing the Event as described above. No other right, property, license, permission or interest of any kind in or to the use of any intellectual property rights of Pride Galveston is or is intended to be given to, transferred to, or acquired by Sponsor. Sponsor agrees to comply with the marking provisions of the trademark laws of the United States. Sponsor agrees that its use of the Pride Galveston Logo inures to the benefit of Pride Galveston and that Sponsor shall not acquire any rights as a result of this limited license. Any use of TWP's intellectual property that exceeds the limited license set forth above shall constitute a material breach of this Agreement.

9. COSTS & EXPENSES

All costs, fees, and expenses not directly covered as benefits of Sponsorship are the full responsibility of the sponsor.

10. EXHIBITION

The following applies to Pride Galveston's annual Pride event only.

Sponsors committing to Sponsorships equal to \$500 or more (referred to herein as an "Exhibitor") are required to maintain an exhibit at the Beach Bash Event.

11. INDEPENDENT CONTRACTOR

Each party is an independent contractor. This Sponsorship Agreement does not constitute either party as an agent, representative or partner of the other and neither shall have the authority to enter into contracts or obligations on the other's behalf. Each party shall be solely responsible for all debts and obligations incurred by it in performing its obligations under the Sponsorship Agreement, including, without limitation, all obligations to and in respect of its employees, and each party agrees to indemnify the other to the extent a party is held to be liable for a debt or obligation of the other party under this paragraph.

12. INTELLECTUAL PROPERTY

Subject to the provisions below relating to termination of the Agreement, Pride Galveston's trademarks, service marks, brand names, logos and artwork displayed on the signs and other materials hereunder, and all trademark rights or copyrights in such signs and other materials, shall be and remain the sole and exclusive property of Pride Galveston. Sponsor shall not have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos or other proprietary symbols of Pride Galveston without Pride Galveston's prior written consent. Pride Galveston's use of Sponsor's name and logo pursuant to the Sponsorship does not convey Pride Galveston's approval, endorsement, certification, or referral of any product or service provided by Sponsor.

13. CONFIDENTIALITY

“Confidential Information” means information exchanged by the parties that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or confidential. Confidential Information may be disclosed by a party in oral, written, visual, electronic or other form. The party receiving any such Confidential Information (“Receiving Party”) will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from the party disclosing such Confidential Information (“Disclosing Party”) as the Receiving Party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted under this Sponsorship Agreement, the Receiving Party shall not: (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party; (b) use the Confidential Information of the Disclosing Party (i) for the Receiving Party’s own benefit or that of any third party, (ii) to the Disclosing Party’s detriment, or (iii) for any purpose other than performance of this Agreement; (c) commercially exploit any Confidential Information of the Disclosing Party; or (d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party. Confidential Information shall also include the terms of this Agreement. This paragraph shall survive the termination of this Agreement.

14. INSURANCE REQUIREMENTS

During the term of this Agreement, Sponsor is required to maintain general liability insurance in the annual aggregate for the acts and omissions of Sponsor.

15. COMPLIANCE WITH LAWS

Sponsor will perform all of its obligations to Pride Galveston in compliance at all times with all United States federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to, any of the foregoing that are applicable to Sponsor in performing its obligations for the Event. Sponsor is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for ownership or leasing of assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Sponsor’s ability to fulfill its obligations under this Sponsorship Agreement.

16. INDEMNIFICATION

Sponsor agrees to indemnify and hold Pride Galveston, the Event facility and its members, volunteers, owners, officers, committees, directors, employees and agents (collectively, the “Indemnitees”) harmless from any and all claims, damages, costs, losses, expenses, causes of action, liabilities and obligations of whatever nature or type, which the Sponsor has, or may have, or which have been, or could have been, or in the future otherwise might have asserted against it in connection with acts of the Sponsor, its directors, shareholders, officers, agents or

employees. Upon signing this Agreement, Sponsor expressly releases the Indemnitees from any and all claims for loss, damage or injury.

17. NOTICES

Notices (including any consent or communication hereunder) must be in writing and may be given by first class mail (return receipt requested) or hand delivered to the address set forth below for Pride Galveston, and to the address set forth on the Sponsorship Form, as supplied by Sponsor. Either party may change its notice address by using this procedure.

To Pride Galveston:

Pride Galveston, c/o Terry Fuller & Jamie Waymire, 101 Whiting Ave., Galveston, Texas 77550

18. TERMINATION

a. In the event that the Event does not occur, Pride Galveston will refund the Sponsorship fee amount to Sponsor within thirty (30) days of providing notification to Sponsor of termination of the Event. Pride Galveston is a rain or shine event.

b. Sponsor may terminate this Sponsorship Agreement by providing written notice of such cancellation to the Pride Galveston no less than sixty (60) days prior to the Event; provided, however, that Sponsor will receive fifty percent (50%) refund of the total Sponsorship fee and provided further, that upon Pride Galveston's receipt of such notice of cancellation, Pride Galveston reserves its right to remove all references to Sponsor from any and all Event materials. In the event that Sponsor fails to provide Pride Galveston with notice of its intent to terminate the Sponsorship Agreement more than sixty (60) days prior to the Event, Pride Galveston will not refund the Sponsorship fee; provided, however, that Sponsor reserves the right to remove all references to Sponsor from any and all Event materials.

c. Pride Galveston may terminate this Sponsorship Agreement at any time in the event of material breach of this Sponsorship Agreement (including without limitation non-payment of fees) by Sponsor.

d. Pride Galveston may terminate this Sponsorship Agreement without cause upon written notice provided to Sponsor no less than ten (10) days prior to the Event. In the event that Pride Galveston terminates the Sponsorship Agreement following a material breach, Sponsor shall receive no refund of the Sponsorship fee. However, when terminated by Pride Galveston without cause, Pride Galveston shall refund one hundred percent (100%) of the total Sponsorship fee that Sponsor has paid as of the date of notice within thirty (30) days of providing such notice.

19. GOVERNING LAW

This Sponsorship Agreement shall be governed by the laws of the State of Texas, exclusive of its conflicts of law rules. Venue for any action arising under or to enforce this Sponsorship Agreement shall lie exclusively in Galveston County, Texas.

20. MISCELLANEOUS

a. Amendments to the Sponsorship Agreement. No term of this Sponsorship Agreement may be amended, modified or waived without the express written permission of each party hereto.

b. Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRIDE GALVESTON MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EVENT, SPONSORSHIP OF THE EVENT AND SPONSORSHIP BENEFITS AND ANY OTHER SERVICE PROVIDED BY TWP HEREUNDER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

c. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING LOST PROFITS REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE SPONSOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS SPONSORSHIP AGREEMENT OR EITHER PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY.

d. Force Majeure. Pride Galveston shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from an Act of God, terrorism, civil disturbance, court order, natural disasters, wars, riots, actions by Federal, state or local governments, or any other circumstances or causes beyond the reasonable control of Pride Galveston or its suppliers.

e. No Waiver. No delay or omission by either party in exercising any right or remedy under this Sponsorship Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Sponsorship Agreement or otherwise shall be effective unless in writing.

f. Severability. If any provision of this Sponsorship Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Sponsorship Agreement.

g. Assignability. Neither party to this Sponsorship Agreement may assign, transfer, sell, pledge, or hypothecate its right, title of interest in this contract or any part thereof, or any rights or privileges created thereby without prior written consent of the other party. Any assignment or attempted assignment contrary to this paragraph shall be null and void. This Sponsorship Agreement shall be binding upon all successors, legal representatives and permitted assigns of the parties.

h. Entire Agreement. This Sponsorship Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter. This Sponsorship Agreement may not be modified except in writing signed by both parties hereto.