



CHARTEC EVENT SPONSOR

TERMS AND CONDITIONS



CharTec.net



1600 Mill Rock Way
Bakersfield, CA 93311





CHARTEC EVENT SPONSOR TERMS AND CONDITIONS

Term of Agreement:

This agreement shall commence on the date it is fully executed and shall continue in full force and effect for a period of one (1) year until the occurrence of said event unless this Agreement is terminated earlier pursuant to the provisions hereof.

Rights to Sponsor's Logo, Trademarks, and Tradenames:

The use by CharTec of the Sponsor's logo, trademarks, and tradename under the terms and conditions of this Agreement shall inure solely and exclusively to the Sponsor, and CharTec shall acquire no goodwill or other interest in them. Sponsor hereby grants to CharTec the restricted license to use the Sponsor's name for purposes of identification and the promotion of specified events and activities of CharTec. Sponsor also hereby grants to CharTec the restricted license to use the Sponsor's logo associated with the name of the Sponsor to carry out CharTec's obligations under this Agreement. The term "restricted license" hereby requires CharTec to obtain prior written approval by the Sponsor on any and all items for which the Sponsor's logo, trademark, and tradename will be used. This includes, but is not limited to, banners, promotional items, advertisements, and the like. This "restricted license" is limited to the terms of this agreement, and CharTec is hereby released from all liability relating to the publication or use of the logo/mark.

Payment: Sponsor agrees to Maintain a Payment Method on File:

Sponsor authorizes CharTec to process charges for Sponsorship fees as indicated in their sales document. The Sponsor agrees to provide CharTec with ACH or Credit Card Information to hold on file. Payment of fees enables access to the items listed on this form. Sponsor is billed on the 1st of the month and payment is taken on the 5th of the month, via ACH or Credit Card on file. All payments made by credit card type will incur a price increase of 4% which will be displayed as "Card Price" at the time of the transaction. All balances not paid by the 10th of each month will be subject to an 18% interest charge



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Deliverables

CharTec grants the Sponsor the listed deliverables for the events sponsoring. Sponsor Performance Expectation of Timeliness: Sponsor is expected to have deliverables provided to CharTec Marketing Department by no later than three (3) weeks before each scheduled event. Send all collateral to Marketing@CharTec.net.

Termination

The following shall constitute a breach and material default of this Agreement: 1) The failure by Sponsor to cure payment default under this Agreement; and/or 2) Either party's failure to comply with a material term or condition of, or to satisfy a material obligation it has assumed under this Agreement.

In the event either party to this Agreement fails to perform any obligation hereunder, or violates any provision of this Agreement, the other party may give notice to such party of such failure and demand the performance of such party's obligations hereunder or compliance with the terms and conditions hereof within a reasonable period after the date of such notice, which period shall not exceed seven (7) days. In the event the party receiving notice of such failure or violation does not correct, remedy, or cease such failure or violation within the time specified in such notice, the other party may terminate this Agreement, whereupon all obligations of the parties hereto that had not been incurred as of the effective termination date shall terminate.

In the event that the Sponsor's rights under this Agreement are terminated by CharTec or pursuant to this section, the Fee payable pursuant to Section 3 hereof shall be prorated on the basis of the balance remaining after any promotional expenses purchased on behalf of the sponsor, and the amount of the Fee that is attributable to the period of time after the effective date of such termination shall be refunded to Sponsor or its successor or assignee, as appropriate.



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In the event that CharTec's rights under this Agreement are terminated by the Sponsor without cause; i.e. without breach and material default of this Agreement, CharTec, without any further proceedings, may immediately grant and license the sponsorship rights to one or more other persons or entities during any portion of the term remaining under this Agreement had it not been terminated, and receive license fees therefore. Such termination and payments shall not relieve Sponsor from liability to CharTec for any damages caused by Sponsor's default and breach and expenses incurred in the re-licensing of the sponsorship rights with respect to the CharTec Academy. In the event that CharTec's rights under this Agreement are terminated pursuant to this section, CharTec shall make a good faith effort to obtain the fair market value for the sponsorship rights that are licensed to any third party or parties during that portion of the term of this Agreement. If CharTec fails to negotiate a fair market value upon resale of the sponsorship rights, Sponsor's liability under this subsection shall be limited to an amount equal to the difference between the additional fees to be paid hereunder and the current fair market value of such sponsorship rights.

Force Majeure; Substantial Damage.

In the event that either party to this Agreement is unable to perform its obligations hereunder or to enjoy any of its benefits because of substantial damage or destruction to the venue or organization due to any cause, a natural disaster, or action or decree of governmental body with appropriate jurisdiction (hereinafter referred to as a "Force Majeure Event"), the party that has been so affected shall immediately give notice to the other party of such fact and shall do everything possible to resume its performance. If the party is unable to perform, the party that received such notice may terminate this Agreement by giving notice thereof to the party unable to perform because of such Force Majeure Event.



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Indemnification

Each party hereto shall indemnify and hold the others (hereinafter the “indemnified parties”) harmless from any and all losses, claims, actions, damages, and expenses arising out of or resulting from every act or omission of the indemnifying party or any of its officers or employees under this Agreement. In the event that any suit based upon any such loss, claim, action, damage, or expense is brought against the indemnified parties, the indemnifying party, upon notice of the commencement thereof, shall defend the same at its sole cost and expense; and if final judgment be averse to the indemnified parties or the indemnified parties and the indemnifying party, jointly the indemnifying party shall promptly satisfy the same.

Assignments

No assignment of the rights associated with the sponsorship herewith and otherwise granted herein shall be effective without the prior written approval of CharTec, as appropriate, whose approval shall not be unreasonable withheld; provided, that a party’s approval or disapproval of an assignment shall be based solely on the financial and operational capacity of the proposed assignee to perform the obligations it would assume were approval granted for such assignment.

Notices

Any notice or communication to be given by one party to the other under this Agreement must be in writing; and if given by registered or certified mail, such notice or communication shall be deemed to have been given and received when a registered or certified letter containing such notice or communication, properly addressed, with postage prepaid, is deposited in the United States mail, but if given otherwise than by registered or certified mail, it shall be deemed to have been given when received by the party to whom it is addressed. Such notices or communications shall be delivered or sent to the addresses each party specifies in writing upon execution of this Agreement.

Amendments

No addition to, deletion from, or other modification of any of the provisions hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.



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Applicable Law; Venue

This Agreement shall be constructed under the laws of the State of California, County of Kern.

Captions

The titles of the articles, section, and subsections of this Agreement are for convenience only, and do not define or limit the contents.

Waivers

No waiver of full performance by either party shall be constructed, or operate, as a waiver of any subsequent default of any of the term, covenants, and conditions of this Agreement. The payment or acceptance of fees or changes for any period after default shall not be deemed a waiver of any right or acceptance of defective performance.

Entire Agreement

The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel. This Agreement constitutes the entire agreement between the parties hereto respecting the subject matter hereof, and there are no understandings or agreements between them respecting the subject matter hereof, written or oral, other than as set forth herein.