



UDig NY

6706 Collamer Road
East Syracuse, NY 13057

811 or (800) 962-7962

O: (315) 437-7394

F: (315) 437-2621

UDigNY.org

THIS SPONSORSHIP AGREEMENT ("Agreement") is hereby entered into by and between UDig NY, a New York nonprofit corporation with offices at 6706 Collamer Road, East, Syracuse, NY 13057 ("UDig NY"), and the Sponsor, on the date this Agreement is electronically accepted and submitted by the Sponsor through UDig NY's website. For and in consideration of the material covenants and promises set-forth herein the receipt and sufficiency of which is hereby agreed and acknowledged, the parties agree as follows:

1. Event.

UDig NY is hosting one (1), two (2)-day conference at the Broome County Fair, 2923 US-11, Whitney Point, NY 13862 (the "Conference"). The Conference will be held Tuesday, September 13, 2022 and Wednesday, September 14, 2022.

2. UDig NY's Obligations.

In consideration for the Sponsor's participation in the Conference, UDig NY shall provide the Sponsor with the benefits set out in Section 4, depending on the type of Sponsorship agreed to.

3. Sponsor's Obligations.

For its participation as a Sponsor in the Conference, the Sponsor shall pay to UDig NY the Sponsorship Fee set forth in Section 4, depending on the type of Sponsorship agreed to.

4. Types of Sponsorship.

(a) AD/PROGRAM SPONSOR - \$100/\$150 Sponsorship Fee (depending on size selected)

Sponsor receives an advertisement in UDig NY's Conference Program at a Half Page for \$100, and a Full Page for \$150. This is a non-exclusive sponsorship.

(b) BAG SPONSOR - \$1,000 Sponsorship Fee (Only One Available)

Sponsor's logo will appear on one side of the attendee welcome bag for the Conference. UDig NY's logo will appear smaller under the logo on the same side of the bag. This sponsorship is exclusive to one Sponsor for the Conference, and offered on a first-come-first-serve basis.

(c) EDUCATION SPONSOR – \$2,500 Sponsorship Fee (Only One Available)

The Education Sponsor will have exclusive access to attendees within each session. Your company logo will be displayed on the track signage outside of each building. Take advantage of the opportunity to address attendees within all or specific tracks at various times throughout the day and set up an informational table within the classrooms as well as a table in the vendor area.

(d) EQUIPMENT EXHIBITOR – \$1,000 Sponsorship Fee (SPACE IS LIMITED)



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Bring in your equipment and showcase it to hundreds of interested individuals and organizations. Have your company stand out and be prominently featured in an area that's sure to draw lots of interest. If interested, please fill out the sponsorship form and your local Field Representative will contact you with additional details.

(e) FLAG SPONSOR - \$500/\$200* Sponsorship Fee

Create greater awareness by having your company brand/logo on sail flags that line the walkways for hundreds of attendees to see. As an added bonus, you can take the flag with you once the conference has ended. *2021 Damage Prevention & Expo Flag Sponsors may provide their flag from last year for display at a discounted rate. Only approved flags from the 2021 Damage Prevention Conference & Expo are able to be reused.

(f) LUNCH SPONSOR – (Only One Available)

Take ownership and credit for the best part of the day—a delicious BBQ lunch with all the fixin's provided free to all attendees. Your organization will be recognized with a large banner at the food distribution area, tabletop signs indicating your sponsorship, and a free table in our vendor area. In addition, you have the opportunity to provide brochures or other literature for placement at all dining tables. If interested, please fill out the sponsorship form and your local Field Representative will contact you with additional details and pricing.

(g) NOTEBOOK SPONSOR – \$3,000* Sponsorship Fee (Only One Available)

Have your company logo on every notebook given to each attendee. Whether they are taking notes, or doodling, all of our attendees will see your company logo when they flip open their *insert your company name* notepad. *The sponsor may provide their own pens at no additional cost.

(h) REGISTRATION SPONSOR - \$2,500 Sponsorship Fee (Only One Available)

First impressions are important! Be the first to greet attendees as they arrive. This sponsorship includes signage prominently displayed in the area where all attendees must register for the event. In addition, your company logo will receive prominent placement on our attendee registration page, which must be utilized to attend, and will be printed on lanyards given to all attendees during registration. A table will also be provided in the vendor area.

(i) T-SHIRT SPONSOR – \$150 Sponsorship Fee

Create a lasting impression by having your company name printed, “concert tour” style, on the back



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of t-shirts given to all attendees. You'll create greater brand awareness as participants return to their home regions throughout the state and wear them at home and/or the job site.

(j) VENDOR TABLE - \$300* Sponsorship Fee

Receive a 6' vendor table in our vendor area to show off your company information and supplies to attendees, and generate leads for potential sales. Each educational track will include 1 hour of vendor time for a more personal approach in a large conference setting. *Electricity is available for no additional cost, each vendor will need to provide their own extension cord.

(k) VENDOR TABLE SCAVENGER HUNT - \$50 Sponsorship Fee (ADD-ON*)

Already registered as an exhibitor? Draw attendees to your table and drive the conversation by taking part in the vendor scavenger hunt! Attendees must collect stickers from participating vendors throughout the day to win prizes! Clues will be provided which attendees can use to discover which vendors have a sticker, generating more outreach for you! Collecting all stickers enters attendees into a prize drawing.

(k) WATER SPONSOR – \$1,200 Sponsorship Fee (Only One Available)

Add your company logo/name to signage around the Conference venue to bottled water stations for all attendees to take throughout the day. These bottled water stations will be provided in each educational track. This is an exclusive sponsorship and offered on a first-come, first-serve basis.

(l) HANDOUT IN WELCOME BAGS – \$200* Sponsorship Fee

Provide a handout or other promotional item and we'll include it in every Welcome Bag given out to each attendee at the conference.

*Printing and mailing costs for these items is the responsibility of the sponsor. All items must be received on or before Wednesday, August 24, 2022 to UDig NY, 6706 Collamer Road, East Syracuse, NY 13057.

5. Payment.

Payment of the full Sponsorship Fee shall accompany the Sponsor's online registration through UDig NY's website. Failure to pay the full Sponsorship Fee prior to the Conference commencement on September 13, 2022, may result in termination of this Agreement.

6. Termination.

UDig NY may terminate this Agreement upon 30 days written notice. Sponsor may terminate this



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Agreement upon written notice to UDig NY. Sponsor cancellations that are submitted in writing to UDig NY more than 60 calendar days before the Conference, i.e., before July 15, 2022, will be fully (100%) refunded, unless: 1) a Sponsor's advertisement has already been printed in the Conference programs, and then no refund will be given; or 2) a Sponsor's advertisement has gone to print on any of the Conference materials other than the program, and then only a \$500 will be given. No refunds will be given to Sponsor cancellations received 60 calendar days or less before the Conference date.

7. License and Usage.

Subject to the terms and conditions of this Agreement, Sponsor grants to UDig NY a limited, non-exclusive license to use Sponsor's name, trade names, trademarks, service marks, logos, designs and other proprietary information ("Proprietary Information") owned by Sponsor. UDig NY agrees that such Proprietary Information will be used only in connection with the Conference to provide the benefits set forth in this Agreement and such other benefits as the parties may agree to.

8. Proprietary Information.

Sponsor must provide all Proprietary Information necessary for UDig NY to complete this Agreement at least 60 calendar days before the Conference, or as otherwise agreed to in writing by the parties. If the Sponsor fails to provide the Proprietary Information when required, UDig NY may terminate this Agreement without any penalty. All Proprietary Information must be provided to UDig NY in JPEG or PDF format or it will not be accepted.

9. Damages.

In case of any failure to perform its obligations under this Agreement, UDig NY's liability and damages is limited to fifty percent (50%) of the Sponsorship Fee, and such amount shall be Sponsor's sole remedy.

10. Sponsor Understanding.

Sponsor understands that the audience multiplier is based upon estimates of UDig NY past event attendance and actual attendance figures may vary materially. No portion of the Sponsorship Fee is subject to being refunded for any reason except as provided in Section 6. Sponsorships are not exclusive unless otherwise set forth in this Agreement.

11. Indemnification.



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Sponsor shall indemnify, defend and hold harmless UDig NY from any actions, claims, demands, damages or losses, including but not limited to property damage and personal injuries, expenses, and/or costs of any kind and description, including reasonable attorneys' fees, arising from or in connection with: 1) the negligent or intentional act or omission of Sponsor or any of its officers, directors, employees, agents, contractors and/or invitees; 2) Sponsor's breach of any representation, warranty, or failure to perform the terms and conditions of this Agreement; 3) any third-party claims, including, but not limited to, personal injuries, wrongful death or property damage of any person in any way related to the operation of the Sponsor; and 4) any claims arising out of, or relating directly or indirectly to, content on Sponsor's or UDig NY's respective web sites, use of Sponsor's Proprietary Information and Sponsor's materials. Sponsor is responsible for any damage to the Conference room(s)/premises, and any property at the Conference room(s)/premises that is caused by the Sponsor and/or its employees, agents, contractors or assigns. Any expenses incurred by UDig NY to repair or replace such damaged items will be reimbursed by Sponsor and due immediately upon receipt of invoice. UDig NY is not liable for any security or protection at the Conference, personal items, Sponsor materials or any equipment belonging to or secured on behalf of Sponsor or Sponsor's employees, agents, contractors, assigns, attendees, guests or invitees. Furthermore, UDig NY is not responsible for any lost or stolen property or items left at the Conference. This indemnity shall survive the termination of this Agreement with respect to matters occurring during the period covered by this Agreement.

12. Limitation of Liability.

In no event shall a party be liable for or obligated in any manner to pay any consequential, special, punitive or indirect damages to the other party or to any of its agents, employees, contractors, representative or affiliates for breach of any sections of this Agreement.

13. Force Majeure.

In the event UDig NY shall be delayed, hindered or prevented from performing any act, service or obligation required under this Agreement due to causes beyond its control, including, but not limited to, government regulation, pandemic, health concerns, strike, labor dispute, act of war, act of God, weather, natural disaster, fire, flood, failure of power, riot or other emergency that makes it illegal or



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impossible to hold the Event, then performance of such service or obligation shall be excused and UDig NY may terminate this Agreement without any liability for damages or claims resulting therefrom.

14. Notices.

Notices sent to either party shall be effective when delivered in person; effective immediately if transmitted by e-mail; one (1) day after being sent by overnight courier; or two (2) days after being sent by first class mail postage prepaid. A PDF of this Agreement and notices generated in good form by PDF shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question. Any notices shall be addressed as follows:

UDig NY:

Aimee Milks
Operations Manager
6706 Collamer Road
East Syracuse, New York 13057
Phone: (315) 437-7394

Any party may change its address by delivering a written change of address to the other party in the manner set forth in this Section. All parties must maintain a valid mailing address at all times. If any party fails to maintain a valid mailing address or fails to notify the other party of a change in address, any notice, payment, demand, or communication shall be deemed effectively given and received two (2) days after the date when deposited by registered or certified mail, with postage and charges prepaid, to the last known address.

15. Disputes, Choice of Law.

This Agreement shall be governed by and construed in accordance with the substantive laws of the United States and New York, without regard to principles of conflict of law. All actions arising out of or relating to this Agreement will be heard and determined exclusively by the Courts of the State of New York in Erie County or the United States District Court for the Western District of New York.



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16. Entire Agreement.

This Agreement and any accompanying attachments specifically referenced herein constitute the entire Agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

17. Amendment.

This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

18. Assignment.

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

19. Relationship.

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

20. Severance.

Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically confirmed to the minimum requirements of law and all other provisions shall remain in full force and effect.

21. Headings.

Headings are for reference purposes only and have no substantive effect.

22. Representation.

The person executing this Agreement on behalf of the Sponsor hereby represents and warrants that he/she has the fully power to enter into and perform according to the terms of this Agreement.



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By checking the box indicating that Sponsor read, acknowledges and accepts the terms and conditions of this Agreement, the Sponsor agrees to be bound by the terms of this Agreement. UDig NY reserves the right to accept this Agreement until it receives Sponsor's full Sponsorship Fee. If UDig NY does not receive Sponsor's full Sponsorship Fee within five (5) business days from the date Sponsor agreed to this Agreement, this Agreement may be deemed terminated.

