



Global Pet Expo®

MARCH 20-22, 2024

Orlando, FL

2024 Sponsorship Agreement

For Show Management Approval Only

Approved by:

Date:

Christine von Steiger

Sponsorship Sales

sponsorships@americanpetproducts.org | P: 703-706-8252

COMPANY INFORMATION

Company/Advertiser

Contact Name

Address

City

State/Province

Postal Code

Country

Booth #

Phone

Email

Applications will not be processed until full payment is received. All Sponsorship Opportunities are on a first-come, first-served basis. By signing this application, Advertiser agrees to be bound by terms and conditions contained and referenced herein, as well as those which may be issued by Global Pet Expo Management and sent to Advertiser under separate cover prior to Global Pet Expo.

Signature Required

Date

SPONSORSHIP INTEREST

Please record sponsorship opportunities you would be interested in below.

1. _____

2. _____

3. _____



CONTRACT TERMS AND CONDITIONS

March 20–22, 2024 • Orange County Convention Center • Orlando, Florida USA

1. PAYMENT TERMS: An electronic invoice will be sent immediately upon receipt of Advertiser's signed contract. Full payment is due upon receipt of the invoice.

2. EFFECTIVENESS: This contract and the sponsorship shall not be effective until full payment is received and the contract is accepted by American Pet Products Association ("Global Pet Expo Management") as indicated on the application; Global Pet Expo Management reserves the right to reject any contract in its sole and absolute discretion. Upon acceptance by Global Pet Expo Management, a copy hereof indicating Global Pet Expo Management's acceptance will be mailed or emailed to Advertiser. In the event this contract is rejected by Global Pet Expo Management, Global Pet Expo Management will notify Advertiser of the same in writing, and all payments rendered by Advertiser in connection herewith shall be promptly returned to Advertiser. Notwithstanding the foregoing, in the event notice of rejection is not provided, this contract will be deemed to be accepted by Global Pet Expo Management ten (10) days following receipt of full payment.

3. CANCELLATION: This contract may be canceled by Advertiser at any time upon written notice to Global Pet Expo Management, subject to the following cancellation charges. Premium sponsorships are non-cancellable. A 100% cancellation charge equal to the aggregate amount paid by Advertiser (the "Total Advertising Charges") will be applied in full upon cancellation of the contract. For all other media, if such notice is received by Global Pet Expo Management on or before 90 days prior to the opening day of the exhibition, Advertiser shall pay Global Pet Expo Management, a cancellation charge equal to one-half (50%) of the Total Advertising Charges; and if such notice is received by Global Pet Expo Management thereafter, Advertiser shall pay to Global Pet Expo Management, a cancellation charge equal to the Total Advertising Charges. Should Advertiser cancel its exhibit space, regardless of whether the sponsorship is resold, the sponsorship will cease but payment is required in accordance to the cancellation policy stated above.

4. RIGHT OF OFFSET: Global Pet Expo Management shall have the right to offset the amount of any obligation due and owing to Global Pet Expo Management, from Advertiser against any obligations at any time due and owing to Advertiser by Global Pet Expo Management whether under this contract or under any other contract arrangement or understanding between Global Pet Expo Management and Advertiser. In addition, this contract is subject to Global Pet Expo Management standard credit terms and policies, and Global Pet Expo Management may apply any amounts received from Advertiser toward any other outstanding balance due from Advertiser. Advertiser shall be liable for all monies due and cost of collection, including attorney's fees, as a result of any collection efforts by Global Pet Expo Management under this contract.

5. ADVERTISER'S CONTENT: Media space reserved under this contract shall only be used for content which advertises or promotes goods and/or services manufactured or sold by Advertiser named on the reverse side hereof, and related to the show, and Advertiser may not assign, sublet, or otherwise promote any other goods or any firm or entity in such media space. Advertiser's content submitted for use in the media space pursuant hereto, which content shall include, but not be limited to, text, illustrations, graphics, representations, sketches, maps, trademarks, logos, labels or service marks, shall comply with all applicable laws respecting the content of published matter (whether in printed, televised, recorded, or online media). Without limiting the generality of the foregoing, Advertiser's content shall comply with all applicable laws respecting obscenity, pornography, false or misleading advertising or an unfair or deceptive trade practice or act, unfair competition, libel, slander and/or defamation, piracy, plagiarism, invasion of privacy rights or publicity, and shall not infringe or misappropriate any copyright, trademark, trade secret, confidential information other intellectual or intangible property right of any third party. Advertiser agrees to indemnify, defend and hold Global Pet Expo Management, its affiliates or related entities or any of their respective directors, officers, employees, agents, or representatives (collectively, "Representatives") harmless from any and all claims, demands, liabilities, losses, expenses, costs, including attorney's fees, arising out of or attributable to the use of Advertiser's content provided pursuant hereto. In no event will acceptance by Global Pet Expo Management of any of Advertiser's content constitute a waiver of its right to indemnification hereunder.

6. RECORDING RELEASE: Advertiser for itself and on behalf of its affiliates and related entities and any of their respective its Representatives hereby consents to the taking of photographs, video and audio recording for the use of Global Pet Expo Management in promotional or news materials that may appear in print online, or in other media.

7. EDITORIAL DISCRETION: Global Pet Expo Management reserves the right to place the word Advertisement or words of similar meaning in any Advertiser content. Advertiser is subject to investigation by Global Pet Expo Management of Advertiser's products and services in light of any representations or claims made in content regarding such products or services. Global Pet Expo Management reserves the right to reject any Advertiser's content which Global Pet Expo Management, in its sole discretion, determines to be inconsistent with its publication standards or with the overall character of the media space. In the event Global Pet Expo Management rejects any Advertiser's content, Advertiser shall be entitled to the refund of a pro rata portion of the Total Advertising Charges actually received by Global Pet Expo Management attributable to the media space which Advertiser does not utilize pursuant hereto.

8. LIMITATION OF LIABILITY: Global Pet Expo Management shall not be responsible for any loss or damage to Advertiser's property or materials. Under no circumstances shall Global Pet Expo Management have any liability for lost profits or other special, incidental or consequential damages. Global Pet Expo Management's total liability hereunder, or in connection with the provision of media space, shall, in no case, exceed the amount of the portion of Total Advertising Charges received by Global Pet Expo Management from Advertiser.

9. FORCE MAJEURE: Global Pet Expo Management shall have no liability for any failure to perform its obligations hereunder where such failure to perform was due to any riot, strike, civil disorder, act of war, act of terrorism or threat thereof, act of God, epidemic, government regulation or law, or any other cause of any kind whatsoever not within Global Pet Expo Management's reasonable control. Without limiting the generality of the foregoing, the parties acknowledge and agree that as of the date hereof it is difficult to predict the impact, if any, on the ongoing outbreak of the novel strain of coronavirus ("COVID-19") on the physical attendance and/or production of the Global Pet Expo in Orlando, Florida starting March 20, 2024. Accordingly, in the event any actions are taken whether by Global Pet Expo Management, Advertiser or a governmental authority (i) to curb the outbreak of COVID-19; or (ii) that are otherwise the direct or indirect result of the threat of COVID-19, and in the case of either (i) or (ii), such actions effect the Global Pet Expo Management's or Advertiser's ability to perform or exploit its rights under this contract, as applicable, Global Pet Expo Management shall have the right to terminate this contract with immediate effect upon the delivery of written notice of the same to Advertiser. In the event this contract is terminated by Global Pet Expo in accordance with this Section 9, the terms of Section 3 shall apply with respect to the availability of a refund, if any.

10. MISCELLANEOUS: This contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no other agreements, understandings, or representations of warranties, except as expressly set forth herein. The rights of Global Pet Expo Management under this contract shall not be deemed waived except as specifically stated in a writing signed by an authorized officer of Global Pet Expo Management. This contract and all related documents and all matters arising out of or relating to the making or performance of this Agreement, are governed by, construed in accordance with and enforced under the laws of the State of New York. This contract and all matters arising out of or relating to, the making or performance of this contract must be brought only in a state or federal court within the State of New York located in the Borough of Manhattan and Advertiser hereby expressly consents to the personal jurisdiction of any such court. Global Pet Expo Management shall be entitled to recover the costs, including reasonable attorney's fees and/or collection fees, in any action brought to enforce this contract or its rights hereunder. This contract may be signed in counterparts, and signatures may be exchanged any electronic format. Global Pet Expo Management shall also be entitled to recover all accrued finance charges through the payment of the full amount of this contract.

11. GLOBAL PET EXPO TRADEMARK LICENSE: Advertisers may wish to use the Global Pet Expo official trademark in its promotional materials for its exhibition in the Global Pet Expo. Therefore, Global Pet Expo hereby grants a nonexclusive nontransferable license to Advertiser solely for the use of the Global Pet Expo logo in advertisements and promotional material to promote its exhibition in the Global Pet Expo referred to herein. Advertiser should review and adhere to the License Rules for Use of the Global Pet Expo Trademark displayed on the Global Pet Expo Web site at www.globalpetexpo.org and shall not alter the logo in any way. Logos will be made available on the foregoing web site or Advertiser may phone the Global Pet Expo Management office for further information.

12. NON-DISPARAGEMENT: Advertiser agrees that they will not disparage or make any derogatory comments about Global Pet Expo, Global Pet Expo Management and/or its affiliates or related entities or any of their respective Representatives. If any Advertiser breaches this provision, in addition to all other rights and remedies, Global Pet Expo Management shall have the right to terminate this contract, and disqualify the breaching party from any advertising or sponsorship opportunities in connection with any Global Pet Expo Management event.