



May 1 – May 5, 2015 • Miami, FL

eMerge Americas 2015 Sponsorship Agreement Terms and Conditions

This Agreement (the "Agreement") is entered into as of the 30th day of March, 2015, by and between City of Doral corporation with offices at 8300 NW 53rd St., Ste.100, Miami, FL 33166 (the "City") and Technology Foundation of the Americas, Inc., a Florida not-for-profit corporation ("TFA"), with offices at Courvoisier Centre I, 501 Brickell Key Drive, Suite 210, Miami, Florida 33131. City and TFA may be referred to individually as a "Party" or collectively as the "Parties."

1. Scope of Work.

- a. **eCity Silver Sponsorship of eMerge Americas** (the "Event"), a 5 day executive-level conference and exhibition presented by TFA.
 - **Event Dates/Site.** The Event is scheduled to take place on **May 1 - May 5, 2015** (the "Event Dates") at the Miami Beach Convention Center and other venues in Miami Beach, Florida (the "Event Sites").
 - **Event Target Audience.** The Event targets senior business and ICT decision makers from mid-size and large enterprises from Latin America, North America and Europe.
 - **Event Format.** The conference sessions will be organized to facilitate interaction among the Event participants, with an emphasis on panels and intimate 1-on-1 fireside chats. The Event will include many networking opportunities, as the tentative agenda will include breakfasts, coffee breaks, luncheons, cocktail receptions and parties.
 - **Exhibits Floor.** The exhibits area will feature pavilions to highlight solutions for different vertical markets as well as an "emerging projects area" which will feature new and emerging technologies not yet introduced to the public.
- b. **Deliverables.** The sponsorship benefits that shall be provided by TFA to the City include those deliverables in the eCity Silver Sponsorship package specified in Exhibit "A", ("City Silver Sponsorship Deliverables"), which is attached hereto and made a part hereof by this reference.

2. Pricing and Payment Terms.

- a. **Sponsorship Fee.** The fee for the eCity Silver Sponsorship payable by the City is FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00) (the "Sponsorship Fee").
- b. **Invoicing.** TFA will invoice a non-refundable, non-transferrable payment of the Sponsorship Fee upon the execution of this Agreement and the issuance of a Purchase Order.
- c. **Payment.** The City shall pay the invoices no more than thirty (30) days after TFA delivers it to sponsor or April 30, 2015, whichever occurs first. If payment is not received on or before the due date, TFA reserves the right to resell the sponsorship.
- d. **Sponsorship Reservation Form.** Sponsor shall complete the Sponsorship Reservation Form, attached hereto as Exhibit B, which is incorporated herein and made a part hereof by this reference.

3. Copyright and Distribution Rights, Editorial Process.

- a. **Copyright and Distribution Rights for post-conference "eMerge Americas" summary report and YouTube Videos.**
 - o All externally published (and TFA branded) deliverables, all rights to the research process, results and final work product, including interview and survey data, and copyright (print and electronic versions), will be the exclusive property of TFA.

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- o TFA grants to the City non-exclusive and unlimited distribution rights to distribute the print and electronic versions of the *eMerge Americas* research report, without modification, at its discretion, for up to eighteen (18) months from the date of publication.
- o TFA grants further grants the City the non-exclusive and unlimited distribution rights to link to the planned YouTube video highlights from the conference without modification, at its discretion, for up to eighteen (18) months from the date of final production.
- o TFA grants the City the ability to selectively quote portions of the *eMerge Americas* research report, so long as it is used in its contextual entirety, adequately cited and without errors.

b. TFA Editorial Process and Guidelines.

- o TFA retains final editorial control over all editorial output, including branding.

4. **Materials.** Upon execution of this Agreement, the City shall deliver to TFA and/or TFA's sponsorship agent all logos, artwork, and marketing materials to be used for its branding, signage, literature display and logo listing in the Event program (collectively, "Advertising and Promotional Benefits").
5. **Use of Intellectual Property.** Each party acknowledges that it does not have ownership rights in the other party's copyrights, trademarks, trade names, and service marks, whether or not registered (the "Intellectual Property"), and neither party shall use or publish, in any medium, any Intellectual Property of the other party without the prior written consent of the owner of the Intellectual Property.
6. **Cancellation or Change of Event.** If TFA, in its sole discretion, changes the Event Dates or the Event Sites, or cancels the Event, TFA's sole liability to Sponsor shall be to notify Sponsor as far in advance as feasible of such changes or cancellation. In the event that the Event is canceled, other than due to the occurrence of Force Majeure (as defined below), and Sponsor cannot attend the Event during the rescheduled time period or at the rescheduled site, TFA's sole responsibility shall be to refund all deposits previously paid by Sponsor, prorated based on any Advertising and Promotional Benefits actually delivered by TFA as of the date of the cancellation of the Event. Should TFA terminate this Agreement pursuant to the provisions of this section, Sponsor waives claims for damages arising therefrom.
7. **Force Majeure.** Any delay or failure of either party to perform its obligations under this Agreement shall be excused to the extent that it is caused by Force Majeure. For this purpose, "Force Majeure" shall mean an act of God (including, but not limited to, hurricanes and tropical storms), war (declared or undeclared), sabotage, insurrection, riots, other acts of civil disobedience, acts of a public enemy, acts of terrorism, acts of any government or subdivision thereof affecting the terms of this Agreement or otherwise, accident, fire, explosion, nuclear events, or any labor dispute, failure or delay of shippers, or unavailability of components, spare parts, or units, or any other act or circumstance that is beyond the reasonable control of the nonperforming party and for which no blame or fraud can be imputed to the nonperforming party. The party whose performance is affected by the Force Majeure event or condition shall (i) provide written notice concerning its inability to perform or delay in performance to the other party within fifteen (15) business days of the occurrence of such Force Majeure event or condition and (ii) exercise its best efforts to perform and remove such Force Majeure event or condition as soon as possible. The suspension of any obligations owing to Force Majeure shall neither cause the term of this Agreement to be extended nor affect any right accrued under this Agreement prior to the commencement of the Force Majeure condition.
8. **Cancellation by Sponsor.** TFA must receive written notification from the City of any cancellation. If the cancellation fee due to TFA exceeds the amount previously paid by Sponsor to TFA, the City must pay the balance to TFA within thirty (30) days of receipt of written cancellation notice. If the cancellation fee due to TFA is less than the amount previously paid by the City to TFA, TFA will

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refund the balance to the City within thirty (30) days of cancellation. Subsequent reassignment of canceled space does not relieve Sponsor of the obligation to pay the cancellation fee.

- a. If written notice of cancellation is received by TFA greater than one hundred twenty (120) days prior to the first day of the Event, the City shall pay a cancellation fee equal to 33.3% of the canceled sponsorship fee. This cancellation policy includes reduction in deposit.
- b. If written notice of cancellation is received by TFA less than ninety (90) days prior to the first day of the Event, the City shall pay (i) a cancellation fee equal to 100% of the canceled sponsorship fee and (ii) a cancellation fee equal to 100% of the canceled space rental fee. This cancellation policy includes reduction in deposit.
- c. If the City does not notify TFA of cancellation and fails to set up by 5 p.m. Miami local time the evening before the first day of the Event, TFA will consider the space canceled and the City will be responsible for all fees according to the cancellation policy. TFA may use the allocated space in any way it deems appropriate.

9. Liability of Sponsor.

- a. **Sponsor's Property.** The City is solely responsible for its own demonstration materials and products and should insure products from all loss or damage. The City acknowledges that all of its property is in its care, custody, and control in transit to and from, or within the confines of, the demonstration hall. The City agrees not to make any claims against TFA for loss, theft, damage, or destruction of property, or injury, including death, to itself, its employees, agents, or representatives, unless caused by the sole negligence or willful misconduct of TFA.
- b. **Property of Others.** The City may be liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other sponsors' property, including, without limitation, any injury or damage resulting from the City's failure to distribute the demonstration materials and products in conformity with the maximum floor load specifications or to comply with any of the Event rules and regulations.
- c. **Event Costs.** The City shall be responsible for all expenses associated with its demonstration materials and products, equipment, exhibits, demonstration booth(s) and all space utilized by the City surrounding the demonstration booth(s). The City expressly acknowledges that it is responsible for all activation and electricity costs associated with its demonstration materials and products and its demonstration booth(s).

- 10. Mutual Indemnification.** The City agrees to indemnify and hold harmless TFA, its directors, officers, employees and agents from and against all claims, losses, expenses, liabilities and damages arising out of or relating to any breach of this Agreement (including any rules and regulations set forth in the addendum attached hereto) by the City or the negligence or willful misconduct of the City, its employees, agents or representatives in performing this Agreement. The City agrees to protect, indemnify, defend and hold harmless, TFA and respective Event Sites, and their respective employees, officers, directors and agents, against all claims, losses, and damages to persons or property, governmental charges or fines and attorneys' fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy, or use of the demonstration hall or a part thereof, excluding any such liability caused by the sole negligence of TFA, the Event Sites or their respective employees, officers, directors and agents.

TFA agrees to indemnify and hold harmless the City, its directors, officers, employees and agents from and against all claims, losses, expenses, liabilities and damages arising out of or relating to any breach of this Agreement (including any rules and regulations set forth in the addendum attached hereto) by TFA or the negligence or willful misconduct of the TFA, its employees, agents or representatives in performing this Agreement. TFA agrees to protect, indemnify, defend and hold harmless, the City and its employees, officers, directors and agents, against all claims, losses, and



damages to persons or property, governmental charges or fines and attorneys' fees arising out of intentional, reckless, and/or negligent acts of TFA and its officers, employees, and agents associated with performance of this Agreement.

11. **Limitation of Liability.** TFA'S ENTIRE LIABILITY TO SPONSOR ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE PARTICIPATION FEE PAID HEREUNDER. IN NO EVENT SHALL TFA BE LIABLE TO SPONSOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, RELIANCE OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE EVENT, ITS CANCELLATION OR ANY CHANGES THERETO IN LOCATION, DATE OR OTHERWISE, WHETHER SUCH CLAIM IS BASED IN CONTRACT OR TORT, AND WHETHER OR NOT TFA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TFA MAKES NO REPRESENTATIONS OR WARRANTIES TO SPONSOR INCLUDING, WITHOUT LIMITATION, THE NUMBER OF PARTICIPANTS WHO WILL ATTEND THE EVENT, OR WHETHER THE EVENT IS AN EFFECTIVE METHOD OF MARKETING FOR SPONSOR.
12. **Waiver of Rights.** Any rights of TFA and TFA's management under this Agreement shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of TFA or any member of TFA's management, as applicable.
13. **Other Sponsors.** The City hereby acknowledges and agrees that the benefits provided to the City hereunder are non-exclusive. Among other things, TFA has entered into, and may hereafter enter into, agreements with other individuals and entities that desire to (i) participate in the sponsorship of the Event or (ii) receive advertising and promotional benefits in connection with the Event.
14. **Disclaimer.** The City hereby acknowledges and agrees that TFA has made no representation or warranty herein or otherwise as to the manner, if any, as to which the City may benefit from the Advertising and Promotional Benefits.
15. **Relationship of Parties.** This Agreement does not create, and shall not be construed by the Parties or by any third person as creating any agency, partnership, joint venture, or employment relationship between the Parties. The relationship of the Parties under this Agreement shall be solely that of independent contractors. Each Party shall be solely responsible for the conduct of its respective agents and employees in connection with that party's performance of this Agreement and none of the parties shall have any power or authority under this Agreement to act as the partner, agent or representative of the other party with regard to any matters within or beyond the scope of this Agreement.
16. **Miscellaneous.** This Agreement represents a one-time-only commitment between TFA and the City for the Event. Neither party may assign this Agreement without the other party's written consent. Notwithstanding the above, TFA may assign this Agreement to Technology Innovation Foundation of the Americas, Inc.
17. **Further Assurances.** The Parties agrees to execute and deliver such further instruments and perform such further acts and things as may be reasonably necessary or required to carry out the intent and purposes of this Agreement.
18. **Applicable Law.** This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Florida.
19. **Disputes.** In the unlikely event of a dispute under this Agreement, the dispute shall be arbitrated without disclosure by the American Arbitration Association at its Miami, Florida office, with three arbitrators – one selected by Sponsor, one selected by TFA, and one selected by the first two



arbitrators. The prevailing party shall be awarded reasonable attorneys' fees and its costs. The parties agree that the laws and the courts of the State of Florida shall apply and have jurisdiction regarding the enforcement of any award rendered.

20. Public Records. TFA acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. TFA agrees to maintain public records in TFA's possession or control in connection with TFA's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. TFA shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Licensee, whether finished or unfinished, shall become the property of City and shall be delivered by TFA to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored electronically by TFA shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, TFA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to TFA shall be withheld until all documents are received as provided herein. TFA's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

21. Notices. Notices hereunder shall be provided as follows:

For City: Edward Rojas
City Manager
City of Doral
8401 Northwest 53rd
Terrace, Doral, FL 33166

Copy to: Daniel A. Espino, Esq.
City Attorney
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134
Telephone: 305-854-0808
Facsimile: 305-854-2323

For Licensee: Technology Foundation of the Americas, Inc.,
Courvoisier Centre I, 501 Brickell Key Drive, Suite 210,
Miami, Florida 33131

22. Headings. The section and subsection headings contained in this Agreement are for purposes of convenience and reference only, and shall not affect in any way the meaning or interpretation of this Agreement.

23. Entire Agreement. This Agreement supersedes any prior agreements or understandings between the parties, whether express or implied or written or oral, and constitutes the entire understanding of the parties as to the matters set forth herein. Neither party shall be bound by any representations, warranties, promises, statements or information as to the matters which are the subject of this



Agreement, unless such are specifically set forth herein. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

- 24. **Severability.** This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Agreement, or the application thereof to any person or circumstances shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 25. **Amendments.** No attempted amendment, modification, termination, discharge or amendment of this Agreement shall be effective unless it is in writing and signed by both parties hereto. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

This Agreement has been executed on the date indicated below by the following duly authorized representatives:

For and on behalf of:
Technology Foundation of the Americas

BY: [Signature]
Name: Giraldo Gutierrez

Title: C.O.O.

Date: 3-30-15

For and on behalf of:
City of Doral

BY: [Signature]
Edward A. Rojas

City Manager

Date: 3-31-15

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May 1 – May 5, 2015 • Miami, FL

Exhibit A:

Deliverables Associated with [eCity Silver] Sponsorship

eCity Silver Level \$15,000

- 125 square foot exhibits space
- Logo with hyperlink on website
- Logo on mobile app
- Logo on event marketing materials
- Logo in program guide (must be submitted by April 1st, 2015)
- Power connection: 2 Electrical Power Outlets (120V/20Amp)
- Internet connection: Convention Center Wi-Fi
- 7 complimentary Summit registration passes
- 4 complimentary expo passes
- 10% discount on additional sponsor purchased passes

Please note the following applies to all expo floor packages:

- All designs must be submitted to eMerge Americas for approval
- Renderings, electrical and internet plans must be submitted by January 2nd, 2015
- For contracts signed after January 2nd, 2015 the rendering is due within two weeks of signing and none will be accepted after March 1st, 2015.
- No overhead signage permitted unless it is ground supported
- Carpet is provided by eMerge Americas and cannot be cut or removed
- Any walls or erected structures must have a finished or covered back
- Sponsor is responsible for providing all extension cords and power strips
- No food or beverage may be served unless provided by Centerplate

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May 1 – May 5, 2015 • Miami, FL

**Exhibit B
Sponsorship Opportunities**

Yes, my company would like to participate in the following promotional option:

eCity Silver Sponsor

Name:

Title:

Company:

Address:

City: _____ State: _____ Zip: _____ Country: _____

Telephone: _____ Fax: _____ E-Mail: _____

Signature:

Company URL:

Contact information of Company Representative who will be managing your participation:

Name:

Telephone:

Email:

Payment Terms

Sponsor shall make all payments under Section 2 in US dollars (\$USD) by [check/wire transfer] in accordance with the following wire instructions:

Credit to: Technology Foundation of the Americas, Inc.

Bank Name: Sabadell United Bank

SWIFT Code: SAUBUS3M

Routing Number: 067009646

Account Number: 1000003761

Bank Address: 1111 Brickell Avenue, 29th Floor, Miami, Florida 33131.

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