



SPONSORSHIP PROGRAM

AGRICULTURAL BANKERS CONFERENCE

April 25, 2024 Penn Stater Conference Center State College, Pa.

A SPECIAL INVITATION

Your organization is invited to sponsor the 2024 Agricultural Bankers Conference. Event sponsorship showcases your organization in front of the decision-making managers of today's banking industry. This event will feature a wide range of attendees, including those interested in all aspects of agricultural banking.

FOUR LEVELS OF SPONSORSHIP

Level 1 - \$3,500

Benefits include: signage at the event, pre-conference registration list, company name and logo listed on the PA Bankers website and one complimentary registration to the conference.

Level 2 - \$5,000

Benefits include: all Level 1 benefits plus one additional complimentary registration to the conference.

Level 3 - \$6,000

Benefits include: all Level 1 & 2 benefits plus one company representative may thank the group at lunch or introduce the speaker.

Level 4 - \$10,000

Benefits include: all Level 1, 2 & 3 benefits plus one additional complimentary registration to the conference.

..................

SPONSORSHIP PROSPECTUS & APPLICATION

Please read, complete, sign, and return the enclosed sponsorship prospectus, along with a check in the amount of the sponsorship fee made payable to PA Bankers. In consideration of the right to sponsor the program a non-refundable payment of the selected sponsorship level must be paid to the association by April 11, 2024.

Thank you for your consideration of sponsoring the 2024 Agricultural Bankers Conference.

Sponsorship Contact: Jackie Catalano, jcatalano@pabankers.com, (717) 255-6939



SPONSORSHIP AGREEMENT

This Agreement is made ______ (the "effective date") between the PA Bankers Association, a nonprofit corporation exempt under Internal Revenue Code § 501 (c)(6) ("the Association"), and ______ ("the Sponsor") who are its Parties.

To further its tax-exempt purposes, the Association offers member professional development and networking events such as the Program to which this Agreement applies.

The Parties have agreed to enter this Agreement which sets forth the terms of the Sponsor's non-exclusive sponsorship of the 2024 Agricultural Bankers Conference to be held on April 25, 2024, at the Penn Stater Conference Center in State College, Pa. (the "Program").

1) Purpose of Agreement

For this Agreement, the Association agrees to identify and acknowledge the Sponsor as the non-exclusive Sponsor of the Program by displaying Sponsor's logo and other agreed-upon information in the Association's marketing, advertising and promotional media in connection with this Program, in the manner, placement and form reasonably determined by the Association in its sole discretion. Sponsor agrees to provide all the necessary information and materials for use solely in connection with its sponsorship of this event.

2) License of Intellectual Property

- a) The Association is the sole owner of all rights, title and interest to the Association's information, including its name and logo and all other intellectual property ("collectively, the "Association's property") unless otherwise provided. The Association hereby grants to Sponsor a limited, non-exclusive license to use certain Association intellectual property including its name and logo solely in connection with promotion of Sponsor's sponsorship of this Program. Sponsor agrees that it shall not use the Association's property in a manner that states or implies that it endorses the Sponsor's services or products. The Association reserves the right to review and approve in advance all uses by the Sponsor of the Association's intellectual property, which approval will not be unreasonably withheld.
- b) Sponsor is the sole owner of all rights, title and interest to all Sponsor information including Sponsor name, logo and all other intellectual property, unless otherwise provided. Sponsor hereby grants to Association a limited, non-exclusive license to use certain of Sponsor's intellectual property (collectively, the "Sponsor's property"), solely to identify Sponsor as a Sponsor of this Program. Sponsor retains the right to review and approve in advance all uses of such intellectual property, which approval will not be unreasonably withheld. Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to Association nor previously granted any rights adverse or inconsistent with its grant to Association and there are no rights outstanding which would diminish, encumber or impair Association's use and that the Sponsor does not and will not violate or infringe upon any intellectual property of any third party.
- c) When this Agreement terminates, all rights and privileges for use of the other Party's property shall expire and each Party shall discontinue the use of the other Party's property.

3) Payment Schedule

In consideration of the right to sponsor the Program a non-refundable payment of the selected sponsorship level must be paid to the Association by April 11, 2024.

4) Relationship of Parties

The parties are independent contractors of each other. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

5) Indemnification

The Sponsor will indemnify and hold harmless the Association, its related entities, agents, officers, directors, employees, successors and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses and liabilities of any kind incurred as a result of (i) any act or omission by Sponsor or its officers, directors, employees, agents, successors or assigns; (ii) any use of intellectual property or other information, products or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants representations or warranties made by Sponsor in this Agreement. This indemnity will require the payment of costs or expenses by the Sponsor as they occur. This indemnity will survive any termination or expiration of this Agreement.

6) Confidentiality

Confidential information is any information which is marked as such and all other information which a reasonable person would consider to be confidential. Confidential information shall include but not be limited to information regarding the Association, its operations, programs, activities, financial condition and membership lists. During the term of this Agreement, each Party shall use and reproduce the other Party's confidential information only for purposes of this Agreement and only to the extent necessary. Each Party shall restrict disclosure of the other's confidential information to its employees and agents with a reasonable need to know such confidential information and shall not disclose the others' confidential information without the prior written consent of the other party.

7) Right to Change Program Delivery Method

If the Association in its sole discretion deems it necessary or advisable to convert the format of the Program from an in-person event to a virtual event, or from a virtual event to an in-person event, it will do so with as much advance notice as possible to the Sponsor(s) and registrants as is possible under the circumstances. If the Program is virtualized, 50% of the payment received by the Association will be retained, but the remaining 50% will be refunded.

8) Force Majeure

The Association will not be liable nor deemed to be in default of its obligations under this Agreement if because of impracticality or inadvisability it postpones, interrupts or cancels the Program due directly or indirectly, to an act of God order by civil or military authority, any act of war or civil unrest, terrorist attack, accident, natural disaster or catastrophe, disease, strike or other work stoppage or any other cause beyond the Association's reasonable control.

8) Sales Restriction

No sales of any kind, whether for cash or credit, whether for immediate or future delivery and whether completed within or outside the Program area, shall be made during the Program by the Sponsor, or anyone on its behalf.

9) Protection of Program Venue

Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors, or other parts of the Program venue.

10) Compliance with Laws, Regulations, Orders and Guidance

Each Party agrees to comply with all laws, regulations and government-issued orders and guidance (e.g., communicable disease mitigation guidance) applicable to its performance under this Agreement.

11) Governing Law

This Agreement is governed by and will be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

12) Amendment

This Agreement and its attachments if any constitute the entire agreement of the Parties and may only be amended in a writing signed by both Parties.

Sponsor Signature	Title

Company

Date



SPONSORSHIP OPTIONS/APPLICABLE PAYMENTS/SUBMISSION OF NAME/LOGO/TAGLINE

Four Levels of Sponsorship Are Available

Level 1 - \$3,500

Level 2 - \$5,000

Level 3 - \$6,000

Level 4 - \$10,000

LIST THE LEVEL SELECTED:

If your preferred level is unavailable, PA Bankers will notify you.

Authorized Representative (PLEASE PRINT)

Company (List as it should appear in all promotional materials)

Email

Address

Additional Contact (e.g., Assistant, Marketing Dir.)

Please return signed Agreement, deposit, sponsorship option selection, as well as a high-resolution logo and company description (for any companies that have not previously sponsored a PA Bankers event*) to:

Jackie Catalano PA Bankers Association 3897 N. Front St. Harrisburg, PA 17110 jcatalano@pabankers.com

*Please note: PA Bankers will use the high-resolution logos and company descriptions on file for any organizations that have previously sponsored a PA Bankers event, unless otherwise instructed. To confirm the description and logo on file for your organization or to make any changes, please contact <u>jcatalano@pabankers.com</u>.

Telephone

Signature (Indicates acceptance of sponsorship terms)

City, State, Zip

Email