

SPONSORSHIP AGREEMENT – The Daytona Beach News-Journal 40 Under Forty Banquet

This Sponsorship Agreement (this “Agreement”) is entered into as of _____ [DATE] (the “Effective Date”) by and between _____ (“Sponsor”), with offices _____, [CITY & STATE] and CA Florida Holdings, LLC d/b/a The Daytona Beach News-Journal, a Delaware limited liability company (“Gannett” or “The Daytona Beach News-Journal”), with offices at 901 6th Street, Daytona Beach, FL. Each of Sponsor or Gannett may be referred to generically as a “Party,” or as “Parties.”

WHEREAS Gannett has the exclusive right to organize and conduct the “40 Under Forty Awards” Event (the “Event”) to be held in Daytona Beach, FL on [Friday, March 6th].

WHEREAS Sponsor seeks to enhance the brand awareness and brand affinity of its products and services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Daytona Beach News-Journal and Sponsor hereby agree as follows:

1. The Daytona Beach News-Journal will organize and produce the Event as described below at its expense.
2. Sponsor will be known as a supporting sponsor of the Event, which shall be called “The 40 Under Forty Awards.” Sponsor shall be the _____ [ENTER SPONSOR TYPE] sponsor for the Event for those categories listed on Exhibit A (“Exclusive Categories”) attached hereto.
3. The term of this Agreement shall begin on the Effective Date and continue until the completion of the Event.
4. The Parties agree that additional businesses will be secured by The Daytona Beach News-Journal as supporting sponsors (“Supporting Sponsors”) and will be listed after the presenting sponsors. Further, The Daytona Beach News-Journal will secure additional sponsors of tables.
5. The Daytona Beach News-Journal will seek Sponsor’s input in planning the Event, provided however, that The Daytona Beach News-Journal has final approval on planning the Event. Sponsor grants The Daytona Beach News-Journal a limited, non-exclusive, non-transferable license to use Sponsor’s designated logo, trademark and service mark in the form provided and the manner approved by Sponsor solely in connection with the Event and solely to the extent reasonably required in connection with the performance of this Agreement.
6. Sponsor will receive the rights and benefits in connection with the Event as set forth in Exhibit A, provided The Daytona Beach News-Journal makes no guarantees of any level of sales resulting from the Event or the benefits provided hereunder.
7. Sponsorship Fee and Sponsor’s Other Obligations
 - a. Sponsor shall pay The Daytona Beach News-Journal the consideration of \$ _____ on or before the said event date above.
8. Each party hereby agrees to be responsible for its own acts or omissions and those by and through its agents and employees.
9. Each Party shall defend, indemnify and hold harmless the other party, its affiliates, and their respective directors, officers, employees and representatives, against all damages, liabilities, costs and expenses (including reasonable fees of attorneys) which any of them may incur in connection with any and all third party claims arising from any (i) breach or alleged breach by the indemnifying Party of any representation, warranty or other covenant herein, (ii) infringement by the indemnifying Party of any third party rights, (iii) the performance (or failure to perform) by the indemnifying Party of any contract with a third party related to this Agreement, and (iv) the gross negligence or willful misconduct of a Party, its agents or employees.

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10. Neither Party shall be obligated to perform any of its obligations to the extent that such performance is prevented by Force Majeure, it being understood that financial difficulties or financial inability shall not be an event of Force Majeure. However, if the Event is postponed or delayed, The Daytona Beach News-Journal agrees to use reasonable commercial efforts to reschedule Event, and in such case, this Agreement shall remain in full force and effect with respect to such rescheduled Event. It is understood and agreed that The Daytona Beach News-Journal shall not be responsible to Sponsor, by way of refund of the sponsorship fee or otherwise, for the cancellation or nonperformance of any Event during the Term due to Force Majeure.
11. Except as specifically provided in this Agreement, in no event shall any Party be liable to the other for any special, incidental, consequential or punitive damages that may be suffered by the other with respect to the subject matter of this Agreement. Such damages include, but are not limited to, compensation, reimbursement or damages on account of present or prospective profits, loss or damage to reputation or goodwill, expenditures, investments or commitments, whether made in the establishment, development or maintenance of business reputation or goodwill, or for any other reason whatsoever, including, but not limited to, the claims of any third party. The Parties acknowledge that any limitation of liability will in no way affect any Party's right to seek appropriate relief at law arising from or incident to any death, personal injury or property damage which is in any way connected to the other's gross negligence, willful misconduct or strict liability in tort with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered the Agreement as of the date first above written.

CA Florida Holdings, LLC

d/b/a/ The Daytona Beach News-Journal

By: _____

Name: _____

Title: _____

Sponsor _____

By: _____

Name: _____

Title: _____

Account # _____

EXHIBIT A

Presenting Sponsor (1) \$7,500

Full page full color ad in 40 Under 40/Business Report, March 10, 2020 ▪ (2) ¼ page full color ROP Ad to run in News-Journal by March 31, 2020 ▪ 150K ROS impressions on news-journalonline.com run by March 31, 2020 ▪ Logo on all marketing as Presenting Sponsor (print, digital, radio, billboard) ▪ Logo on PowerPoint and mention at the banquet as Presenting Sponsor ▪ Sponsor Mention in winner ad ▪ Banner at banquet in Mix’N’Mingle area (provided by sponsor) ▪ Vendor space at Mix’N’Mingle– table/linen/chair provided ▪ Opportunity to speak at banquet (5 mins. max and approved by The Daytona Beach News-Journal) ▪ Logos on table tents ▪ Rotating logo on event website with click through to sponsor’s website ▪ Opportunity to provide 200 marketing items for each seat at banquet (items must be approved by The Daytona Beach News-Journal) ▪ Table of 8 at banquet

Signature Sponsors (10) \$3,000

Half page full color ad in Influential 40 Under 40/Business Report, March 10, 2020 ▪ (2) 3x5 full color ROP Ad to run in News-Journal by March 31, 2020 ▪ 35K ROS impressions on news-journalonline.com run by March 31, 2020 ▪ Logo on all marketing as Presenting Sponsor (print, digital, radio, billboard) ▪ Logo on PowerPoint ▪ Sponsor Mention in winner ad ▪ Vendor space at Mix’N’Mingle– table/linen/chair ▪ Opportunity to provide 200 marketing items for each seat at banquet (items must be approved by The Daytona Beach News-Journal) ▪ 8 tickets to banquet

Centerpiece – Designation on all centerpieces as sponsor

Award – Designation on all awards as sponsor (logo inclusion)

Bag – Designation on all bags as sponsor (logo inclusion)

Valet – Custom valet tickets & signage in valet area (logo inclusion)

Drink /Napkin– Designation on all drink tags/napkins as sponsor (logo inclusion)

Entertainment – Custom signage promoting entertainment

Selfie Station - Designation on all photos as sponsor (logo inclusion)

***Custom Packages Available**

Table Sponsors (unlimited) \$1,750

Quarter page, full color ad in 40 Under 40/Business Report, March 10, 2020 ▪ 20k ROS impressions on newsjournalonline run by March 31, 2020 ▪ Logo on PowerPoint ▪ Sponsor Mention in winner ad ▪ Logos on table tent ▪ Opportunity to provide 200 marketing items for each seat at banquet (items must be approved by The Daytona Beach News-Journal) ▪ Table of 8 at banquet

Vendors (based on space available at venue) \$500

(1) Business card ad in 40 Under 40/Business Report, March 10, 2020 ▪ Opportunity to provide 200 marketing items for each seat at banquet (items must be approved by The Daytona Beach News-Journal) ▪ Vendor space at Mix’N’Mingle– table/linen/chair provided ▪ 2 tickets to banquet

1. Pub Dates and Prices subject to change.

All tickets are non-transferrable and may not be resold or used in promotions or contests.

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Disclaimer all the above is subject to the standard terms and conditions attached hereto and in the event of a conflict in terms, the standard terms and conditions will control. *Custom Packages are available and at the sole discretion and approval of The Daytona Beach News-Journal.

EXHIBIT A—TRADE RULES

1. All of the terms and conditions applicable to all The Daytona Beach News-Journal paid advertising, including, but not limited to, rate policies, limits of liability, disclaimers and copy regulations listed in The Daytona Beach News-Journal current rate card, shall apply to all advertisements provided pursuant to this Contract. Sponsor acknowledges and agrees that in the event of a conflict between the terms and conditions of this Contract and The Daytona Beach News-Journal's rate card, the rate card shall govern. If Sponsor fails to make use of the advertising space during the Term, no cash compensation or other form of refund shall be given. The Daytona Beach News-Journal shall have the right to review and approve the use of the The Daytona Beach News-Journal name and logo in all advertising and promotional materials that contain the The Daytona Beach News-Journal name and logo.
2. Each Party ("Licensor", as the case may be and as context requires) hereby grants to the other Party a non-exclusive, non-transferable, non-assignable, royalty-free license, without right to sublicense, to use Licensor's designated trademarks, service marks, artwork and/or marketing copy ("Licensor Property") during the Term in the form provided and manner approved by Licensor solely in connection with this Contract and the benefits described herein and solely to the extent reasonably required in connection with the performance of this Contract. All goodwill associated with use of the Licensor Property will inure, as between the Parties, to the benefit of the applicable Licensor. Upon expiration or termination of this Contract, each Party will cease its use of and return the applicable Licensor Property. All use of the Licensor Property shall be subject to the prior written approval (email approval acceptable) of the applicable Licensor and such use shall be in accordance with any reasonable written procedures and guidelines provided by the applicable Licensor from time to time. Each Party shall use appropriate trademark and other notices for the Licensor Property as directed in writing by the applicable Licensor. All rights not expressly granted by a Party herein are reserved.
3. Neither shall be liable to the other for failure to perform hereunder if and to the extent that such failure results from an act beyond the reasonable control of such Party, including, without limitation, an act of God, an act of the public enemy, epidemics, accident or sabotage, strike, or similar event ("Force Majeure Event"). Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either Party's performance of this Contract, such Party shall be excused from performance of its obligations, provided such Party gives prompt written notice to the other Party of such Force Majeure Event and uses its commercially reasonable efforts to avoid or remove such causes of non-performance as soon as possible.
4. Each Party shall defend, indemnify and hold harmless the other Party, its affiliates, and their respective directors, officers, employees and representatives, against all damages, liabilities, costs and expenses (including reasonable fees of attorneys) which any of them may incur in connection with any and all third party claims arising from any (i) breach or alleged breach by the indemnifying Party of any representation, warranty or other covenant herein, (ii) infringement by the indemnifying Party of any third party rights, (iii) the performance (or failure to perform) by the indemnifying Party of any contract with a third party related to this Contract, and (d) the gross negligence or willful misconduct of a Party, its agents or employees. In addition, (x) each Party shall indemnify and hold harmless the other Party, its affiliates, and their respective directors, officers, employees and representatives, against all damages, liabilities, costs and expenses (including reasonable fees of attorneys) which any of them may incur in connection with any and all claims arising out of or connected with any materials prepared or provided by the indemnifying Party and any distribution or broadcast thereof.
5. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, EACH PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES IN CONNECTION HERewith, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY OF ITS CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING ANY LOST PROFITS) ARISING FROM OR RELATING TO THIS CONTRACT EVEN IF SUCH PARTY HAS BEEN ADVISED

ABOUT THE POSSIBILITY OF SUCH DAMAGES, PROVIDED THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS UNDER THIS CONTRACT.

7. Typographical errors, incorrect insertions or omissions in any advertisement or a failure to publish, insert or distribute any advertisement (collectively, "Production Error") shall not be a breach by The Daytona Beach News-Journal hereunder. The Daytona Beach News-Journal agrees to run corrective advertisement for that portion of any advertisement which may have been rendered valueless by such Production Error, unless such Production Error arose after the advertisement had been set and proofed and otherwise confirmed and approved by Sponsor or the advertisement was submitted after deadline. The Daytona Beach News-Journal will not be liable to Sponsor for any loss or damage that result from a Production Error. A request for any claim for adjustment due to Production Errors must be made within the later of the time period stated on the applicable rate card or, if none, within thirty-six (36) hours after publication.

8. This Contract constitutes the entire understanding between Sponsor and The Daytona Beach News-Journal concerning the subject matter hereof, and supersedes all other prior and contemporaneous Contracts, whether oral or written, pertaining to the subject matter of this Contract. This Contract may not be modified or amended, and no provision of this Contract may be waived, except in writing executed by each of the Parties. No failure to exercise or delay in the exercise of a Party's rights under this Contract will constitute a waiver of such rights. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Florida and any legal action brought in connection with the subject matter of this Contract shall be brought exclusively in the state or federal courts located in Volusia/Flagler County in Florida. IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT THEY EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT.