

FMI Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is entered into as _____ Date
("Effective Date") by and between Food Marketplace Inc., d/b/a FMI, The Food Industry Association ("FMI"), and Sponsor Company Name ("Sponsor"). FMI is conducting the event described below ("Event") and Sponsor wishes to support the Event under this Agreement.

Event Details

1. Event Name: _____ ("Event")
2. Event Dates: _____
3. Event Location: _____

Sponsor Information

1. Sponsor Name: Sponsor Company Name
2. Sponsor Website: _____
3. Primary Contact (Name, Title, Email, Phone):

Sponsorship Details

1. Sponsorship Level: _____
2. Sponsorship Price: _____
3. Sponsorship Benefits:

Terms and Conditions

1. Term. The Agreement starts on the Effective Date and continues through the later of the conclusion of the Event or FMI's receipt of full payment.
2. Payment. Sponsor must pay the Sponsorship Price within 30 days after receiving FMI's invoice, unless a different payment deadline is stated in the Sponsorship Details.

3. Cancellation or Modification. The parties' cancellation rights, FMI's modification rights, and the available remedies are as follows:
 - a. By FMI: FMI may cancel the Event, modify the Event's dates, location or format, or adjust the Sponsorship Benefits, if FMI determines it is necessary, including because of a Force Majeure event. If FMI cancels the Event, FMI will refund the Sponsorship Price, less the value of any Sponsorship Benefits already delivered. If FMI materially modifies the Sponsorship Benefits, FMI will offer a reasonable substitute benefit or refund the Sponsorship Price, less the value of any Sponsorship Benefits already delivered. FMI will not be responsible for Sponsor's other costs or expenses arising from any cancellation, modification, substitute benefit, or refund.
 - b. By Sponsor: Sponsor may cancel the Sponsorship by providing written notice to FMI. If Sponsor cancels more than 30 days before the Event, FMI will refund the Sponsorship Price actually paid, less the value of any Sponsorship Benefits already delivered. If Sponsor cancels 30 days or fewer before the Event, Sponsor will not receive a refund and remains responsible for any unpaid Sponsorship Price.
4. Force Majeure. FMI will not be liable for any delay, cancellation, modification, or failure to perform caused by circumstances beyond FMI's reasonable control, including acts of God, war, terrorism or threats of terrorism, disease or public health emergency, travel restrictions, government action, transportation interruption, labor disruption, civil disturbance, venue unavailability, or similar causes. If a force majeure event results in cancellation or a material modification of the Event or Sponsorship Benefits, Sponsor's sole remedy will be the substitute benefit or refund described in the Cancellation or Modification section.
5. Intellectual Property. The parties' rights to use each other's name, logos, trademarks, and other identifiers are limited as set out below.
 - a. Use of Sponsor Trademarks. Sponsor grants FMI a royalty-free, worldwide, non-exclusive license to use and display Sponsor's name, logo, trademarks, service marks, and other identifying information in connection with the Event and related FMI promotional, informational, and archival materials. FMI will determine how the information is displayed and will make reasonable efforts to follow Sponsor's written brand guidelines if provided.

- b. Use of FMI Trademarks. Sponsor may not use FMI's name, trademarks, logos, or other identifiers in promotional materials, including social media, press releases, or other public disclosures, without FMI's prior written consent. Sponsor will not acquire any rights in FMI's marks under this Agreement.
- 6. FMI Approval of Creative Materials. Sponsor will not control the content, programming, or operation of the Event unless this Agreement states otherwise. Sponsor must submit all sponsorship-related advertisements, signs, slides, digital content, and other promotional materials to FMI for review before use. FMI may reject or require revisions to materials FMI reasonably determines are inappropriate, inaccurate, misleading, disparaging, inconsistent with FMI's mission or reputation, or otherwise inconsistent with the purpose of the Event.
- 7. FMI Code of Conduct. Sponsor and Sponsor's attendees at the Event must comply with the FMI Code of Conduct, available at: <https://www.fmi.org/utility-pages/event-code-of-conduct/>.
- 8. Photography and Recording by FMI. FMI may photograph, record, stream, or otherwise document the Event through its staff, volunteers, or service providers. Sponsor agrees that FMI may edit and use Event footage for marketing, promotional, and other lawful business purposes. FMI is not responsible for images or recordings captured by other attendees.
- 9. Recording by Sponsor. Sponsor may not videotape, broadcast, webcast or otherwise record any portion of the Event without FMI's prior written consent.
- 10. Attendee List. If FMI provides Sponsor with an attendee list, Sponsor may use the list only for Sponsor's Event-related follow-up communications and only in compliance with applicable privacy, data protection, marketing, and anti-spam laws. Sponsor may not sell, transfer, reproduce, or use the list for any other purpose. FMI does not authorize any third party to sell or market Event attendee lists.
- 11. Indemnification. Sponsor will indemnify, defend, and hold harmless FMI and its affiliates, officers, directors, employees, agents, successors, and assigns from and against any claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to Sponsor's negligence, willful misconduct, violation of law, breach of this Agreement, or Sponsor materials that infringe or misappropriate the rights of a third party.

12. **Limitation of Liability.** To the maximum extent permitted by law, FMI and its affiliates, officers, directors, employees, agents, independent contractors, successors, and assigns will not be liable to Sponsor or any third party for any indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits or lost business opportunities, arising out of or relating to this Agreement or the Event, even if FMI has been advised of the possibility of such damages. FMI's aggregate liability will not exceed the Sponsorship Price actually paid by Sponsor to FMI. Sponsor remains responsible for the acts and omissions of its employees, contractors, agents, representatives, and attendees.
13. **Notices.** Notices under this Agreement must be sent by email to the contacts listed in the Sponsor Information section for Sponsor and to Peter Collins and Briana Carroll at pcollins@fmi.org and bcarroll@fmi.org for FMI. A notice is effective when sent unless the sender receives an automated message that the email was not delivered.
14. **Amendment; Waiver; Severability.** Any amendment or waiver must be in writing and agreed to by both parties. If any provision is unenforceable, the remaining provisions will remain in effect.
15. **Independent Contractors.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, or similar relationship, and neither party may incur any liability, obligation, or expense on behalf of the other.
16. **Governing Law and Forum.** This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to conflict-of-laws principles, and the parties consent to the exclusive jurisdiction of the state and federal courts in Virginia.

FMI

Signature

Name:

Title:

Sponsor

Signature

Name:

Title: