



CANSEC

# Sponsorship Contract

**CANSEC 2016** | May 25-26, 2016, Ottawa, Canada

The Company/Division identified below (“**Sponsor**”) applies to the Canadian Association of Defence and Security Industries (“**Organizer**”) for Sponsorship (the “**Sponsorship**”) at the event named above (“**Event**”) identified above, on the terms and conditions of this Application and Contract for Sponsorship (“**Application**”) and the Terms and Conditions of Participation in Event (“**Terms and Conditions**”) on the reverse side of this Application (Application and Terms and Conditions collectively referred to as “**Agreement**”). Should you have any questions, please call 613-235-5337, ext. 31, or email us at sales@defenceandsecurity.ca.

Company/Division (Must be CADSI Member): \_\_\_\_\_ Application Date: \_\_\_\_\_

Address: \_\_\_\_\_ Website: \_\_\_\_\_

City: \_\_\_\_\_ Prov./State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Office Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Sponsorship Selection: \_\_\_\_\_

Investment: \$ \_\_\_\_\_ + \$ \_\_\_\_\_ (13% HST) = \$ \_\_\_\_\_

Method of Payment:  Please Invoice  Please Charge My Credit Card:  VISA  Master Card  AMEX

Card Holder's Name: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiry Date (MM/YY): \_\_\_\_\_

Amount To Be Charged: \$ \_\_\_\_\_

**Payment Terms:** Payment in full is due upon submission of this Application. Sponsorship(s) cannot be held or reserved without receipt of payment in full. For terms and conditions related to cancellations and refunds, if applicable, see Section 4 of the Terms and Conditions.

Please fax your completed and signed Agreement to 613-235-0784. Or email your Agreement to sales@defenceandsecurity.ca. If paying by cheque, please mail cheque, payable to:

**Canadian Association of Defence and Security Industries (CADSI)**

251 Laurier Ave. West, Suite 300

Ottawa, Ontario K1P 5J6

If Organizer accepts this Application, a confirmation letter will be sent to Sponsor, and the terms and conditions of the Agreement will be binding as of the date of the Application listed below. **Sponsor should request a copy of the Terms and Conditions if none is attached.**

**I have read and agree to the Agreement, and Sponsor will pay the Total Sponsorship Fee.**

**I am authorized to execute this Agreement for Sponsor.**

Authorized Signature : \_\_\_\_\_ Title: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

HST Application at (13%) - **HST #134518042 RT0001**

Name of the CADSI representative who served you: \_\_\_\_\_



**Canadian Association  
of Defence and Security  
Industries (CADSI)**

300-251 Laurier Ave. West  
Ottawa, Ontario  
K1P 5J6

# Terms and Conditions of Participation in Event

1. **DEFINITIONS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meanings given to them in the Application.
2. **ACCEPTANCE BY ORGANIZER.** Sponsor's participation in the Event is subject to Organizer's approval. Organizer may withdraw its acceptance at any time by refunding the Total Sponsorship Fee paid if Organizer determines that Sponsor is ineligible. Organizer makes no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venue may be modified at any time by Organizer in its sole discretion.
3. **ASSIGNMENT OF SPONSORSHIPS.**
  - a. **Benefits and License Grant.** Organizer will provide the sponsorship fulfillments based on the sponsorship selected for the Event. Sponsor grants to Organizer a fully-paid right to use Sponsor's name and logo in connection with the promotion and production of the Event. Sponsor may use the Event name before and during the Event solely to promote its participation in the Event. This Agreement does not, and shall not be construed, interpreted or described in any way to, constitute an approval, endorsement or recommendation of Sponsor or of its products or services, or in any manner to create an agency relationship between Organizer and Sponsor.
  - b. **Own Risk.** Sponsor has sole responsibility for any loss of its equipment or proprietary information, or any other loss. Sponsor agrees that Organizer assume no responsibility for representation or warranties given by Sponsor to participants in regard to its products and services, or for transactions between Sponsor and participants.
  - c. **Other Events and Marketing.** Sponsor agrees that it may not use the Event or any other Organizer event to leverage any other event in which Sponsor is a participant. All media activities planned by the Sponsor, including but not limited to press releases and media activities in advance or during the event, must be submitted to the Organizer prior to implementation of any media activities.
  - d. **Other Event Payments.** Organizer may apply any payments made by Sponsor under this Agreement to any obligation that is past due under any other event-related agreement between Sponsor and Organizer, in which case Organizer will notify Sponsor of such application.
4. **CANCELLATION OR TERMINATION.**
  - a. **Cancellation.** Organizer may cancel all or any part of the Event for any reason, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Exhibitor a portion of any fees already paid to Organizer, after which Sponsor will have no further recourse against Organizer. A change in the name of the Event does not constitute a cancellation by Organizer.
  - b. **Termination by Sponsor.** Prior to September 15, 2015, cancellations will be refunded less a ten per cent (10%) administration fee plus HST. Between September 16, 2015 and January 15, 2016, cancellations will be refunded less a fifty per cent (50%) administration fee plus HST. After January 15, 2016, Sponsor is responsible for the Total Sponsorship Fee, including HST. Termination by Sponsor must be in writing and will be effective upon receipt by Organizer. Sponsor acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by Organizer for the Event, and of ascertaining damages incurred by Organizer if Sponsor terminates this Agreement or Sponsor's participation in the Event and any amounts retained by Organizer are not to be deemed or construed as a forfeiture or penalty. In the event of termination, Organizer is entitled to enter into an agreement for the Sponsorship with another party with no liability to account to Sponsor and without relieving Sponsor from payment of the Total Sponsorship Fee or any part thereof.
  - c. **Termination by Organizer.** Organizer may take possession of the Sponsorship and terminate Sponsor's participation in the Event upon Sponsor's failure to meet any obligations under the Agreement, including but not limited to Sponsor's failure to pay for the Sponsorship or related services in a timely manner, or violate Organizer's standards of conduct set out in the Manual or in any other correspondence provided to the Sponsor. Sponsor will not be entitled to any refund of the Total Sponsorship Fee in the event of any such termination.
5. **ORGANIZER MATERIALS.** The Manual and any other methodologies or planning materials distributed to Sponsor related to the planning or execution of the Event ("**Organizer Materials**") are owned exclusively by and are confidential information of Organizer. Organizer grants to Sponsor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such Organizer Materials solely in connection with Sponsor's participation in the Event. Sponsor is responsible for obtaining the Manual from Organizer. Upon completion of the Event or earlier termination of this Agreement, Sponsor promptly must return the Organizer Materials to Organizer upon Organizer's written request. Sponsor may not use or sell lists of Event sponsors, exhibitors or participants without Organizer's prior written permission.
6. **LIMITATION OF LIABILITY; INDEMNITY.**
  - a. UNDER NO CIRCUMSTANCES IS ORGANIZER OR THE VENUE AT WHICH THE EVENT IS HELD, INCLUDING ANY OF THEIR RESPECTIVE PARENTS, AFFILIATES, SHAREHOLDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS, (COLLECTIVELY, THE "**EVENT PROVIDERS**") LIABLE FOR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES FOR ANY OF THEIR ACTS OR OMISSIONS IN CONNECTION WITH THE EVENT, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT (INCLUDING FUNDAMENTAL BREACH), COMMON LAW OR ANY OTHER CAUSE OF ACTION, AND WHETHER OR NOT SUCH EVENT PROVIDER HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IN NO EVENT WILL ORGANIZER'S LIABILITY HEREUNDER, OR OTHERWISE IN CONNECTION WITH THE EVENT, EXCEED THE AMOUNT ACTUALLY PAID TO IT BY SPONSOR FOR THE SPONSORSHIP. ORGANIZER IS NOT LIABLE FOR ANY ERRORS IN ANY LISTING OR DESCRIPTIONS OR FOR OMITTING SPONSOR FROM THE EVENT SHOW GUIDE OR OTHER MATERIALS.
  - b. NONE OF THE EVENT PROVIDERS ARE LIABLE TO SPONSOR FOR ANY DAMAGE, LOSS, HARM, OR INJURY TO THE PERSON, PROPERTY, OR BUSINESS OF SPONSOR, OR ANY OF ITS VISITORS, OFFICERS, AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES, RESULTING FROM THEFT, FIRE, EARTHQUAKE, WATER, UNAVAILABILITY OF THE VENUE OR INTERMEDIATE STAGING FACILITIES, INSUFFICIENT PARTICIPATION, ACCIDENT, BODILY INJURY, DAMAGE TO PROPERTY OR ANY OTHER REASON IN CONNECTION WITH THE EVENT OR ANY PLANNING MEETINGS, DEMONSTRATIONS OR STAGINGS.
  - c. Sponsor agrees to defend, indemnify and hold harmless the Event Providers and those persons at the Event from and against any claim, loss, liability, or damage suffered due to (i) the negligence or misconduct of Sponsor, its agents, employees or representatives, or (ii) Sponsor's breach of any obligations under this Agreement.
  - d. Sponsor acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of Organizer's agreement with the venue at which the Event is held.
7. **RELEASE.** Sponsor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event, and agrees to execute any additional release presented by Organizer, its licensees or representatives, in connection with such activity or to give effect to this provision. Sponsor agrees that Organizer may, and hereby irrevocably grants to Organizer the right to, use and publish Sponsor's name as part of any full or partial list or compilation of Event participants. Sponsor hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with all activities contemplated by this paragraph 8, and specifically waives any statutory restriction on waivers of future claims or moral rights.
8. **MISCELLANEOUS.** This Agreement will constitute the entire agreement between Sponsor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this Agreement or its responsibilities to any other party. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Sponsor may not assign this Agreement to any other party, (which for the purposes of this Agreement includes a change in control of Sponsor), without the prior written consent of Organizer, in which event Sponsor must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Sponsor.
9. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto agree that all actions or proceedings initiated by either party hereto and arising directly or indirectly out of this Agreement which are brought pursuant to judicial proceedings shall be litigated in a court located in the Province of Ontario in Canada. The parties hereto expressly submit and consent in advance to such jurisdiction and agree that service of summons and complaint or other process or papers may be made by registered or certified mail addressed to the relevant party at the address to which notices are to be sent pursuant to this Agreement. The parties hereto waive any claim that a court located in the Province of Ontario is an inconvenient forum or an improper forum based on lack of venue.

Sponsor initials: \_\_\_\_\_