



2024 SPONSOR AGREEMENT
INTERACTIVE, ALL FIELDS ARE NECESSARY

Company Information

Company		
Mailing Address		City
State/Province	Zip/Postal Code	Country (if USA, leave blank)
Business Phone		Website
Main Contact		Email
Alternate Contact		Email
Billing Contact	Email	Phone

Conference

<input type="checkbox"/> Host ¹ \$20,000	Program Track ³ \$5,500 (each)	
<input type="checkbox"/> Platinum ¹ \$12,000	TUESDAY, MARCH 19	
<input type="checkbox"/> Gold ² \$9,000	<input type="checkbox"/> WaterWorks	
<input type="checkbox"/> EMT ³ \$7,000	<input type="checkbox"/> Sewer Ops/Close-Fit Liners	
<input type="checkbox"/> App Splash Screen ³ \$6,000	<input type="checkbox"/> Sewer Ops/Case Histories	
<input type="checkbox"/> Registration ³ \$6,000	<input type="checkbox"/> Asset Management (I&I)	
<input type="checkbox"/> Exhibit Hall Reception ³ \$5,500	<input type="checkbox"/> HDD Operations (2 rooms, add \$250)	
<input type="checkbox"/> Attendee Lunch ³ \$5,500	<input type="checkbox"/> Energy Issues	
<input type="checkbox"/> Tues <input type="checkbox"/> Wed	WEDNESDAY, MARCH 20	
<input type="checkbox"/> LED Panel ³ \$3,500	<input type="checkbox"/> Sewer/Water	
<input type="checkbox"/> Proceedings ³ \$3,000	<input type="checkbox"/> Technology	
Attendee Coffee ³ \$2,500	<input type="checkbox"/> Projects	
<input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs	<input type="checkbox"/> Oklahoma Case Histories/City Panel	
<input type="checkbox"/> Prospect E-mail ³ \$2,500	<input type="checkbox"/> Industry Issues & Trends	
<input type="checkbox"/> Bag Insert ³ \$1,500	<input type="checkbox"/> NASSCO Sewer & Water Safety Workshop	
<input type="checkbox"/> Aisle Banner ³ \$900	<input type="checkbox"/> Asset Management (I&I)/ Sewer Situations	
<input type="checkbox"/> Carpet Clings ³ \$700	<input type="checkbox"/> HDD Mini/Max Rig Contractors Roundtable & Hall of Fame Panel	
	THURSDAY, MARCH 21	
	<input type="checkbox"/> Asset Management	
	<input type="checkbox"/> Sewer & Water	

UI Awards

<input type="checkbox"/> Platinum ³ \$8,000
<input type="checkbox"/> Gold ³ \$6,000
<input type="checkbox"/> Photography ³ \$6,000
<input type="checkbox"/> Gift ³ \$6,000
<input type="checkbox"/> Audio Visual ³ \$6,000
<input type="checkbox"/> Dessert ³ \$5,500
<input type="checkbox"/> Reception ³ \$5,000
<input type="checkbox"/> Silver ³ \$4,200
<input type="checkbox"/> Spotlight on Technology ³ \$3,000
<input type="checkbox"/> Bronze ³ \$2,600

HDD Reunion

<input type="checkbox"/> UIC Exhibitor ³ \$975
<input type="checkbox"/> Non UIC Exhibitor ³ \$1,950
<input type="checkbox"/> Bar Sponsor ³ \$2,500
<input type="checkbox"/> Diamond Sponsor ³ \$3,000

Important:

ALL sponsors must provide a vector graphics logo, saved as outlines (.eps or .ai). Refer to page 2 for terms and conditions.

¹ Includes unfurnished booth. Production of custom social media graphic included. Production of sponsor supplied advertisements, logo's **are not** included in sponsorship cost.

² Includes unfurnished booth. Production of custom social media graphic included. Logo production **is not** included.

³ Production of sponsor's artwork (ads, videos, logo, etc.) or sponsor supplied enhancements (fliers, cups, napkins, giveaways, etc) **are not** included in sponsorship cost. Final production of sponsored item is included in the sponsorship cost.

Who assisted with this order? Karen Francis

Josh Allen

Questions/Submit Agreement to: Karen@undergroundinfrastructure.com

1. **AGREEMENT**

These terms and conditions of sponsorship (the "Terms and Conditions") are entered into by Gulf Energy Information ("Gulf") and the sponsor ("Sponsor"), whose name is set forth on the above Sponsorship & Special Event Agreement (the "Event Agreement"). Together, the Event Agreement and these Terms and Conditions (collectively, the "Sponsorship Agreement") shall govern the performance of the Sponsor (the "Sponsorship"), as described further in this Sponsorship Agreement. Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Event Agreement. Unless otherwise specifically noted, all references in these Terms and Conditions to paragraphs or sections will refer to the paragraphs and sections of these Terms and Conditions. Gulf reserves the right to accept or refuse any Sponsorship Agreement or proposed Sponsorship, in its sole discretion. Gulf reserves the right to adopt additional regulations and to modify these Terms and Conditions, as may be deemed necessary by Gulf for the general success of the Event. Such modifications may include changes to the Terms and Conditions, rules and regulations stated herein, to the Sponsorship Agreement, and to all other written agreements, which may affect the parties hereto, all of which are made a part hereof as though fully incorporated herein and Sponsor agrees to be bound thereby.

2. **PAYMENT & CANCELLATION POLICY**

To confirm a conference or awards sponsorship, 50% of payment (deposit) is due upon submission of this contract. Balance is payable 120 days prior to the event (Nov. 17, 2023). Full payment due on contracts received after Nov. 17, 2023. All requests for cancellation of a Sponsorship must be submitted in writing. All paid and guaranteed Sponsorships cancelled in writing (as set forth in the Terms and Conditions) at least 120 days in advance of the Event will receive a fifty percent (50%) refund of the total Sponsorship fee. HDD Reunion sponsorships and UIA table for eight are non-refundable. Organizer reserves the right to cease promoting sponsor if any portion of the payment is outstanding. No refunds or credits will be issued on cancellation requests received less than 120 days prior to the scheduled Event. Sponsorships are non-transferable.

3. **TERM**

The term of the Sponsorship Agreement shall commence on the date hereof and shall continue in full force and effect until the conclusion of the Event.

4. **COMPLIANCE**

Sponsor agrees to comply with all rules, regulations, and policies of Gulf, as currently in existence and as may be adopted hereafter by Gulf.

5. **SPONSORSHIP APPROVAL**

All Sponsorship activities and promotions are subject to approval by Gulf. Gulf reserves the right to review, limit, or discontinue any activity, material, or promotion by the Sponsor that, in its opinion and at its sole discretion, becomes objectionable for any reason or could potentially detract from the overall character of the Event. Such activities and promotions may encompass a wide range of aspects, including but not limited to individuals, objects, conduct, printed materials, or any other elements that Gulf deems objectionable. It is important to note that Gulf shall not be held liable for any expenses incurred by the Sponsor as a result of such review, limitation, or discontinuation.

6. **COMPANY LOGO**

Upon Sponsorship Agreement, Sponsor must provide Gulf with a vector graphics logo, saved as outlines (.eps or .ai only). Vector graphics is used for collateral production (signage, etc.).

7. **SPONSORSHIP MATERIALS**

Gulf retains full authority over the design of all materials created to fulfill the Sponsorship agreement. All promotional materials used to advertise the Event shall remain the exclusive property of Gulf/UIIC. If these materials include a Gulf logo, they must also prominently display the Date of the Event, the name of the Event, and the Gulf Event Logo provided by Gulf specifically for the Event. Sponsor is strictly prohibited from using any Gulf Logo that has not been explicitly provided for use in connection with the sponsored Event.

In consideration of the Sponsorship, Gulf grants Sponsor a limited, royalty-free, fully paid-up, non-exclusive, non-transferable, and terminable right and privilege to use the Gulf/UIIC Logo provided solely for the purpose of marketing the Event as described above. It is important to note that this grant does not extend to any other rights, properties, licenses, permissions, or interests in Gulf's intellectual property rights. Sponsor must strictly comply with the trademark laws of the United States when using the Gulf Logo, and any use beyond the scope of the limited license provided herein will be deemed a material breach of this Agreement.

Sponsor acknowledges that its use of the Gulf Logo benefits Gulf, and Sponsor

does not acquire any additional rights or ownership over the Gulf Logo beyond what is specifically granted in this limited license. Gulf retains full ownership and control of its intellectual property, and Sponsor shall not claim any rights or interest other than the limited license described in this Agreement.

8. **COSTS & EXPENSES**

All costs, fees, and expenses not directly covered as benefits of Sponsorship are the full responsibility of the sponsor.

9. **EXHIBITION**

The following provisions apply exclusively to **UIC**. Sponsors committing to Sponsorships equal to or less than \$1,500 (referred to herein as an "Exhibitor") are required to have an exhibit at the Event. It is essential to note that all Exhibitors must complete the Exhibit Space Agreement. Furthermore, all terms and conditions outlined in the Exhibit Space Agreement are incorporated into this Sponsorship Agreement by reference.

In the event that Gulf decides to terminate this Sponsorship Agreement for any reason, the Exhibit Space Agreement will automatically be terminated as well. However, should the Exhibitor choose to terminate this Sponsorship Agreement following the guidelines set forth in Section 18(b) of this Sponsorship Agreement, Gulf reserves the sole discretion to allow the Exhibitor to retain an exhibit at the Event.

Gulf will promptly notify the Exhibitor whether they are permitted to maintain an exhibit at the Event or not within five (5) days of receiving the Exhibitor's notice of termination, in accordance with Section 19(b) of this Sponsorship Agreement.

10. **INDEPENDENT CONTRACTOR**

Both parties shall operate as independent contractors under this Sponsorship Agreement. This Agreement does not establish either party as an agent, representative, or partner of the other, and neither party shall possess the authority to enter into contracts or obligations on behalf of the other. Each party shall assume full responsibility for all debts and obligations arising from the performance of its duties under this Sponsorship Agreement, including, but not limited to, obligations to its employees. Additionally, each party agrees to indemnify the other in the event that a party is found liable for any debt or obligation of the other party as described in this paragraph.

11. **INTELLECTUAL PROPERTY**

Subject to the provisions below regarding the termination of the Agreement, all trademarks, service marks, brand names, logos, and artwork owned by Gulf and displayed on the signs and materials under this Sponsorship Agreement, including all trademark rights or copyrights associated with such signs and materials, shall exclusively remain the property of Gulf. Sponsor is not granted the right to use or reproduce, for any purpose, the corporate or trade names, trademarks, service marks, logos, or any other proprietary symbols of Gulf without obtaining Gulf's prior written consent.

It is important to note that Gulf's use of Sponsor's name and logo in connection with the Sponsorship does not imply Gulf's approval, endorsement, certification, or referral of any product or service provided by Sponsor.

12. **CONFIDENTIALITY**

"Confidential Information" means information exchanged by the parties that is not generally known to the public and at the time of disclosure is identified as or would reasonably be understood by the receiving party to be, proprietary or confidential. Confidential Information may be disclosed by a party in oral, written, visual, electronic or other form. The party receiving any such Confidential Information ("Receiving Party") will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from the party disclosing such Confidential Information ("Disclosing Party") as the Receiving Party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted under this Sponsorship Agreement, the Receiving Party shall not: (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party; (b) use the Confidential Information of the Disclosing Party (i) for the Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than performance of this Agreement; (c) commercially exploit any Confidential Information of the Disclosing Party; or (d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party. Confidential Information shall also include the terms of this Agreement. This paragraph shall survive the termination of this Agreement.

13. **COMPLIANCE WITH LAWS**

Sponsor will perform all its obligations to Gulf in compliance at all times with all United States federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to, any of the foregoing that are applicable to Sponsor in performing its obligations for the Event. Sponsor is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for ownership or leasing of assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Sponsor's ability to fulfill its obligations under this Sponsorship Agreement.

14. **INDEMNIFICATION**

Sponsor agrees to indemnify and hold Gulf, the Event facility and its owners, officers, committees, directors, employees and agents (collectively, the "Indemnitees") harmless from any and all claims, damages, costs, losses, expenses, causes of action, liabilities and obligations of whatever nature or type, which the Sponsor has, or may have, or which have been, or could have been, or in the future otherwise might have asserted against it in connection with acts of the Sponsor, its directors, shareholders, officers, agents or employees. Upon signing this Agreement, Sponsor expressly releases the Indemnitees from any and all claims for loss, damage or injury.

15. **SPONSOR'S RIGHT OF FIRST REFUSAL OF SPONSORSHIP**

Gulf intends to host future events and provide additional opportunities for sponsorship. The parties acknowledge and agree that Gulf is under no obligation to host any future events. In recognition of the Sponsor's support of the Event, Gulf agrees that with respect to the Event sponsored by Gulf in the following year, Gulf grants Sponsor the right of first refusal over all other potential sponsors for the same Sponsorship of the same Event, in the subsequent year. Sponsors are eligible for this right of first refusal to renew its Sponsorship for Gulf's UIC if the Sponsorship amounts to \$1,000 or more; however, the benefits and consideration of the sponsorship may be renegotiated as necessary. Sponsor shall have ninety (90) days following the conclusion of the Event to elect renew its Sponsorship for the following year. If Sponsor fails to notify Gulf of its intention to renew its Sponsorship within the ninety (90) day period, Gulf reserves the right to open the Sponsorship opportunity to the public without providing prior notice to Sponsor.

16. **NOTICES**

Notices (including any consent or communication hereunder) must be in writing and sent by email and may be followed up by first class mail (return receipt requested) or hand delivered to the address set forth below for Gulf, and to the address set forth on the Event Agreement, as supplied by Sponsor. Either party may change its notice address by using this procedure. To Gulf: Gulf Energy Information/UIC 2 Greenway Plaza Suite 1020 Houston, TX 77046 USA

19. **TERMINATION**

- a. In the event that the UIC does not occur, Gulf will refund the Sponsorship fee amount to Sponsor within thirty (30) days of providing notification to Sponsor of termination of the Event.
- b. Sponsor may terminate this Sponsorship Agreement by providing written notice of such cancellation to Gulf no less than 120 days prior to the Event; provided, however, that Sponsor will receive fifty percent (50%) refund of the total Sponsorship fee and provided further, that upon Gulf's receipt of such notice of cancellation, Gulf reserves its right to remove all references to Sponsor from any and all Event materials. In the event that Sponsor fails to provide Gulf with notice of its intent to terminate the Sponsorship Agreement more than 120 days prior to the Event, Gulf will not refund the Sponsorship fee; provided, however, that Sponsor reserves the right to remove all references to Sponsor from any and all Event materials.
- c. Regardless of sponsorship terms and conditions, Food & Beverage sponsorships are non-refundable.
- d. Gulf may terminate this Sponsorship Agreement at any time in the event of material breach of this Sponsorship Agreement (including without limitation non-payment of fees) by Sponsor.
- e. Gulf may terminate this Sponsorship Agreement without cause upon written notice provided to Sponsor no less than ten (10) days prior to the Event. In the event that Gulf terminates the Sponsorship Agreement following a material breach, Sponsor shall receive no refund of the Sponsorship fee. However, when terminated by Gulf without cause, Gulf shall refund one hundred percent (100%) of the total Sponsorship fee that Sponsor has paid as of the date of notice within thirty (30) days of providing such notice.

20. **GOVERNING LAW**

This Sponsorship Agreement shall be governed by the laws of the State of Texas, exclusive of its conflicts of law rules. Venue for any action arising under

or to enforce this Sponsorship Agreement shall lie exclusively in Harris County, Texas.

21. **MISCELLANEOUS**

- a. Amendments to the Sponsorship Agreement. No term of this Sponsorship Agreement may be amended, modified or waived without the express written permission of each party hereto.
- b. Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GULF MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EVENT, SPONSORSHIP OF THE EVENT AND SPONSORSHIP BENEFITS AND ANY OTHER SERVICE PROVIDED BY GULF HEREUNDER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.
- c. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING LOST PROFITS REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE SPONSOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS SPONSORSHIP AGREEMENT OR EITHER PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY.
- d. Force Majeure. No damages shall be due for a failure of performance due to Acts of God, declared war in the United States, terrorist act in the city where UIC is being held, government regulation, riots, disaster, Centers for Disease Control Level 3 Travel Advisory regarding the city in which UIC is being held, government imposed prohibitions on gatherings where UIC is being held, declaration of a pandemic by the World Health Organization, or any other circumstance beyond the Parties' reasonable control, which in the case of each of the foregoing makes it illegal or impossible to hold the Event. If Event is cancelled due to a cause that the parties mutually agree is a Force Majeure, 100% of all deposits paid by Sponsor will be refunded, less a pro rata share of costs and expenses incurred.
- e. No Waiver. No delay or omission by either party in exercising any right or remedy under this Sponsorship Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Sponsorship Agreement or otherwise shall be effective unless in writing.
- f. Severability. If any provision of this Sponsorship Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Sponsorship Agreement.
- g. Assignability. Neither party to this Sponsorship Agreement may assign, transfer, sell, pledge, or hypothecate its right, title of interest in this contract or any part thereof, or any rights or privileges created thereby without prior written consent of the other party. Any assignment or attempted assignment contrary to this paragraph shall be null and void. This Sponsorship Agreement shall be binding upon all successors, legal representatives and permitted assigns of the parties.
- h. Entire Agreement. This Sponsorship Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter. This Sponsorship Agreement may not be modified except in writing signed by both parties hereto.

22. **ACKNOWLEDGEMENT**

Sponsor confirms that they have read and agree to abide by the Rules & Regulations. Any matters or questions that may arise, not explicitly addressed in these rules, will be subject to Gulf's decision. Gulf reserves the right to amend, add, or enhance these rules and regulations at its discretion, and Sponsor agrees to comply with any and all such amendments or changes made by Gulf.

23. ACCEPTANCE: Sponsor has read the Terms & Conditions on page two of this Agreement. Sponsor understands that this Agreement shall be legally binding between Gulf Energy Information and the Sponsor. Sponsor must provide an .eps vector file of company logo or placement cannot be guaranteed on printed materials or website produced by Gulf. Sponsor also understands that any changes in the information in this Agreement must be provided to Gulf Energy Information in writing. To confirm a conference or awards sponsorship, 50% of payment is due upon submission of this contract. Balance is payable 120 days prior to the event. HDD Reunion sponsorships and UIA table for eight are payable in full upon submission of this contract. **CANCELLATIONS:** The 50% deposit submitted with the contract is non-refundable. If the conference or awards sponsorship has been paid in full and the Sponsor wishes to cancel, the request must be received 120 days prior to the event to receive 50% refund of the amount paid. No refunds will be provided within 120 days of the event. Gulf reserves the right to cease promoting sponsor if any portion of the payment is outstanding.

Submitted by: _____ Today's Date: _____

Signature: _____