



TERMS AND CONDITIONS OF SPONSORSHIP & ADVERTISING AGREEMENT

The Sponsor has agreed to Sponsor an event(s)/activity, or activities, or advertising, of the CAI Keystone Chapter of Community Associations Institute (CAI). CAI has agreed to provide the Sponsor and/or Advertiser with the benefits set out in the sponsorship or advertising brochure, which becomes part of this Agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

“Sponsorship Fee” means the fee set out in the Sponsorship Brochure.

“Advertising Fee” means the fee set out in the Sponsorship Brochure or Advertising Rate Sheet.

“Sponsorship Brochure” means the Sponsorship Package as presented by CAI.

“Advertising Rate Sheet” means the schedule of advertising fees as presented by CAI.

2. SPONSORSHIP FEE

The Sponsor will pay CAI the Sponsorship Fee. CAI will issue an invoice for the Sponsorship Fee to the Sponsor at the time the Sponsor agrees to purchase the sponsorship, unless payment is received with the sponsor order. The Sponsor must pay the Sponsorship Fee within 30 days of the date of the invoice from CAI regardless of the date of the event(s) being sponsored.

3. ADVERTISING FEE

The Advertiser will pay CAI the Advertising Fee. CAI will issue an invoice for the Advertising Fee to the Advertiser at the time the Advertiser agrees to purchase the advertising, unless payment is received with the advertising order. The Advertiser must pay the Advertising Fee within 30 days of the date of the invoice from CAI. All advertising fees must be paid prior to the fulfillment of the advertisement.

4. COLLECTIONS

4.1 For any invoices that remain unpaid on the due date, a reminder invoice/second notice shall be mailed to the advertiser/sponsor.

4.2 If payment is not received within thirty (30) days after the due date, a finance charge of 1% per month shall be applied to the outstanding balance.

4.3 Any member who is sixty days or more past due on the payment of any financial obligation owed to the Chapter may be deemed a member not in good standing under Article III Section 5 of the chapter’s bylaws and the member’s voting privilege, eligibility for any Chapter awards and participation in Chapter events (which shall include, but is not limited to, committee membership, speaker’s bureau membership, speaking opportunities, sponsorship, advertising, booth selection, membership directory listings or other opportunities offered by the Chapter) may be suspended by the board of directors until payment in full is received by the Chapter.

4.4 The chapter executive director shall review all accounts receivable on a monthly basis and if, after consultation with the executive committee, there are sums which should be referred for collection, the matter shall be placed on the agenda for consideration by the board of directors. All accounts unpaid after ninety (90) days of the due date shall be considered a delinquent account and included in a report to the executive committee. Any attorney fees associated with collection of an unpaid **balance, and interest, shall be added to the total amount due.**

5. SPONSORSHIP BENEFITS AND OBLIGATIONS

5.1 In consideration of the payment of the Sponsorship Fee by the Sponsor, CAI grants the Sponsor the non-exclusive sponsorship benefits contained within the Sponsorship package.

5.2 The Sponsor will act at all times in a manner which is consistent with the good name, goodwill and reputation of CAI.

5.3 CAI is responsible for administration of the event/activity and co-ordinating all details in relation to

the venue/online space at which such events/activities are held.

- 5.4 CAI may cancel or postpone any event at its discretion in which case CAI will endeavour to, but not be obligated to, replace the cancelled event or replicate the event in a new format, but no refund will be made.
- 5.5 The Sponsor must keep confidential and not use for any other purpose other than the performance of this agreement and must not disclose any information provided by CAI to the Sponsor which is identified as, by its nature is or would be reasonably considered as confidential.
- 5.6 Nothing in this agreement creates any relationship of employment, agency or partnership. This agreement contains the entire agreement and may only be varied in writing. A waiver of an obligation by a party is not a waiver of any other obligation.

6. **USE OF LOGO AND INTELLECTUAL PROPERTY RIGHTS**

- 6.1 The Sponsor will provide CAI with a copy of its logo or trademark in the form required by CAI for the purposes of this Agreement. CAI will only use any logo or trademark provided by the Sponsor for the purposes of this Agreement.
- 6.2 The Sponsor warrants that it has full power and authority to provide its logo or trademark as provided to CAI under this Agreement.
- 6.3 The Sponsor agrees to indemnify and keep indemnified CAI against any claims, actions, liabilities, losses, demands, suits, proceedings, damages, expenses or costs arising out of or in respect of the proper use by CAI of the Sponsor's logo or trademark under this Agreement, including but not limited to any claims in respect of any infringement of any third party intellectual property rights.
- 6.4 Nothing in this Agreement constitutes a grant or creates to or in favour of a party any goodwill or proprietary right in or relation to the other party or any of the other party's intellectual property, including but not limited to the other party's logo or trademarks.
- 6.5 Each party agrees not to take any action which may damage the validity or value of the other party's name, corporate logo or other identifying mark in connection with performance of this agreement.

7. **TERMINATION AND CANCELLATION**

- 7.1 CAI may terminate this Agreement immediately on written notice to the Sponsor or Advertiser, if the Sponsor or Advertiser fails to pay the Sponsorship Fee to CAI in accordance with the payment provisions of this Agreement;
- 7.2 If the Sponsor or Advertiser fails to pay the sponsorship or advertising fees, CAI reserves the right to re-direct any payments received for other purposes to the outstanding invoice and to cancel purchased and paid-for items that have yet to be fulfilled by CAI.
- 7.3 Either party may terminate this Agreement if:
- (a) the other party commits a breach of any provision of this Agreement and such breach is not rectified within 7 days after receipt of written notice from the first party requiring the breach to be remedied;
 - (b) one party commits any act or behaves in any manner, which in the reasonable opinion of the other party, brings the first party into disrepute; or
 - (c) one party becomes or threatens to become, or in the reasonable opinion of the other party is in jeopardy of becoming, subject to any form of insolvency administration.
- 7.4 The Sponsor will not be entitled to any refund of the Sponsorship Fee if the Sponsor terminates this Agreement other than in accordance with clause 7.3.