

The Diana Initiative 2024



2024 Corporate Partnership Contract

The Westin Las Vegas Hotel & Spa

LAS VEGAS, NEVADA, USA

**www.dianainitiative.org
sponsors@dianainitiative.org**



SUPPORT TERMS AND CONDITIONS AGREEMENT

1. **Sponsorship Agreement (“Agreement”)**: between The Diana Initiative (“Organizer”) and _____ (“Sponsor”) is valid from the date it is fully executed through the end of the following sponsored event: The Diana Initiative 2024 (“Sponsored Event”) on August 5, 2025 (“Effective Date”).

2. **Sponsor Marketing Use Agreement**: Sponsor may use the following tag line on its marketing materials during the term of this Agreement: “Official Sponsor of The Diana Initiative”.

3. **Production Timeline**: For Organizer to fulfill all promotional benefits for Sponsor, Sponsor agrees to meet all Organizer related submission deadlines:

3.1. Trademark/Logo, Sponsor URL, Ad (if applicable), Banner display (if applicable), will be sent within 10 business days from the date this Agreement is fully executed.

3.2. All other items will be submitted on the earlier of June 1, 2024 or any other production deadline specified in writing by the Organizer.

4. **Sponsor Trademark Usage Agreement**: Sponsor agrees to allow Organizer to use Sponsor’s trademark/logo/tagline solely to perform and fulfill its obligations for the Sponsored Event under the Sponsorship Kit and this Agreement.

5. **Web Reference**: Sponsor may publish an Internet hyperlink from Sponsor’s website to the Sponsored Event and The Diana Initiative websites, and maintain the hyperlink as an active, functional, and correct link to the websites through the duration of the event and thereafter unless removal is requested by Organizer.



7. **Payment:** Under the terms of this Agreement, Sponsor agrees to pay a sponsor fee of \$ _____ USD (“Sponsorship Fee”) within 90 days of the full execution of this Agreement by all parties hereto. Failure to timely pay the full balance will subject this Agreement to cancellation without further notice from Organizer to Sponsor.

8. **Non-endorsement:** The use of Sponsor's name within The Diana Initiative or event-specific web sites or mailing lists does not constitute endorsement by The Diana Initiative or Organizer of the Sponsor, Sponsor’s services, products or programs. Additionally, Sponsor shall not represent in any manner that Sponsor’s products, services, or programs have been endorsed by the Organizer.

9. **Non-exclusivity:** This Agreement is non-exclusive to Sponsor. Sponsor shall not imply that any exclusive or preferential relationship exists between Sponsor and Organizer.

10. **Limited Liability:** In the event that circumstances beyond the reasonable control of Organizer interfere with or prevent Organizer from fulfilling all or part of Sponsor’s promotional benefits under this Agreement, Sponsor, by signing this Agreement, shall forever waiver and release all claims and hold Organizer and its Board of Directors, employees, agents, contractors and affiliates harmless from all legal and financial liability to Sponsor, caused by such circumstances, beyond the Sponsorship Fee.

11. **Force Majeure:** In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, pandemic or epidemic, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused



from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased).

12. **Rejection:** Organizer reserves the right to reject a potential sponsor for any reason or for no reason.

13. **Entire Agreement:** This Agreement contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Agreement in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. Sponsor hereby acknowledges that it is not relying on any representation or promise of Organizer or of agent, except as may be expressly set forth in this Agreement.

14. **No Partnership:** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

15. **Governing Law:** The laws of the State of Nevada shall govern the interpretation, validity, performance and enforcement of this Agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. Venue for any action under this Agreement shall be in Clark County, Nevada.

16. **Captions:** The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

17. **Attorneys' Fees:** If either party hereto without fault is made a party to any litigation instituted by or against any other party to this Agreement, such other party shall indemnify and hold harmless the other party against all costs and expenses, including reasonable attorneys' fees incurred in connection therewith.



18. Confidentiality: Sponsor will maintain the confidentiality of this Agreement and will not divulge the economic or other terms of this Agreement, whether verbally or in writing, to any person other than Sponsor’s officers, directors, partners or shareholders; Sponsor’s attorneys, accountants and other professional consultants; any governmental agencies; and pursuant to subpoena or other legal process.

19. Counterparts/Electronic Signatures: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by e-mail, through scanned or electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties as if such scanned documents were an original executed counterpart.

20. Waiver of Jury Trial: TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON, OR IN RESPECT OF, ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Sponsorship Level _____

| | | |
|-------------------------------------|-----------|-------|
| _____ | _____ | _____ |
| Name and Title of Authorized person | Signature | Date |

| | | |
|-------------------------------------|-----------|-------|
| _____ | _____ | _____ |
| Name and Title of Authorized person | Signature | Date |