



ST. LOUIS EUROPEAN AUTO SHOW, INC

Car Club Sponsorship Agreement

This sponsorship agreement is entered into effective as of the date set forth on the signature page hereto (the "Effective Date") by & between St. Louis European Auto Show Inc., a Missouri non-profit corporation ("EAS") & the sponsor set forth on the signature page hereto ("Sponsor"). In consideration of the mutual covenants contained herein & for other goods & valuable consideration the parties hereby agree as follows:

Sponsorship for the 2018 St. Louis European Auto Show ("Auto Show") to be held on June 3rd, 2018 at Taubman Prestige Outlets, 17017 North Outer 40 Road, Chesterfield, MO ("Taubman").

In exchange for the Sponsor's payment in full of the amount shown as the "Total Due" in the Sponsor Levels section of this agreement, EAS agrees to provide the benefits as described for the chosen level of sponsorship described in the Sponsor Levels section below. ALL MONIES OWED ARE DUE AT THE TIME THE SPONSORSHIP APPLICATION AGREEMENT IS SUBMITTED. All completed signed agreements, waivers, & monies must be received prior to Monday May 28th, 2018. Failure to adhere to this deadline will forfeit any commitment by EAS for available show space.

CAR CLUB SPONSOR LEVELS

Table with 3 columns: CAR CLUB, \$200, and \$. Includes list of benefits for 1) Sponsor's Name and 2) A display space.

Table with 3 columns: EXTRA PARKING SPACE, \$200 per, and \$. Includes text: Sponsor desires (number) additional Parking Spaces at \$200 each.

Table with 3 columns: DONATION, Total Due, and \$.

USE OF TRADEMARKS, NAMES, & LOGOS

EAS Use of Sponsor Name & Logos

Sponsor grants EAS the non-exclusive right to use the Sponsor name & logos as part of the press releases, marketing, advertising & promotional materials solely in connection with the show.

Sponsor Use of EAS Name & Logos

EAS grants sponsor the non-exclusive right to use the EAS name & logos as part of the press releases, marketing, advertising & promotional materials solely in connection with Sponsor's sponsorship of EAS & the show.

GENERAL

- 1) Survival
2) Independent Parties
3) Non-Waiver

The failure by either party to exercise any right, power or option given hereunder, or to insist upon the strict compliance with the terms and conditions hereof by the other party shall not constitute a waiver of the terms and conditions of this Agreement with Sponsorship Agreement with respect to any other subsequent breach thereof, nor a waiver by such party of its right any time thereafter to require strict compliance with all terms and conditions hereof.

- 4) **Force Majeure**
Neither party shall be liable for any delay or failure to perform its obligations hereunder due to strikes, labor disputes, riots, storms, floods, explosions, accidents, acts of God, acts of orders of government, war, terrorism, the failure of vendors or other sponsors to perform, the loss, destruction, breakdown, seizure or confiscations of vehicles or equipment, media event cancellations or any other cause or causes which are beyond its reasonable control. Sponsor understands and acknowledges the charitable nature of the Show and shall not be entitled to any reimbursement or restitution in the event that EAS fail to commence or complete the Show
- 5) **Notice**
Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing and given by courier delivery or sent by registered mail, postage prepaid, or transmitted by facsimile or electronic mail (email) to the parties at the addresses set out on the signature page hereto and shall be deemed to have been received on the date on which it was delivered or transmitted by facsimile or electronic mail or on the third day following mailing.
- 6) **Entire Agreement**
This Agreement, including any exhibits, hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and proposals, written or oral, relating to such subject matter. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties.
- 7) **Governing Law**
This Agreement shall be governed by the laws of the State of Missouri, as applied to agreements made, entered into and performed entirely in Missouri by Missouri residents.

SPONSOR REQUIREMENTS AND CODE OF CONDUCT

- 1) Display Set-Up may start no earlier than 9:00 AM on the day of the show and **MUST BE COMPLETE** by 11:00 AM on the day of the show. All non-show vehicles must be removed from the show area and parked as directed by show officials by 11:00 AM on the day of the show. Displays may not be disassembled, torn down, or removed from the show grounds before 2:00 PM on the day of the show.
- 2) Once parked as directed by show officials, no vehicle may exit the show area or be driven through or around the show area before 2:00 PM on the day of the show without explicit permission of an EAS board member.
- 3) Signage, displays and other materials must be in good taste. EAS, its directors, officer, or volunteers may request that any offensive material be removed from view. Registrant agrees to abide by any such request.
- 4) All tents and signs **MUST** be secured in place with water barrels, sand bags, or similar. Nothing may be driven in to the surface of the show grounds, including the parking lot, driveways, islands, or lawns.
- 5) This is an auto show featuring **EUROPEAN** cars, trucks, and motorcycles (defined as a European Marque or Assembled Entirely in Europe). Please make all attempts to use European vehicles in your display. A fully signed (wrapped) work truck of other-than-European origin may be allowed as part of your display, but it must be identified on this agreement and approved by EAS.
- 6) Loud music/radios, revving of engines, excessive noise, burnouts, and any other disruption of the ambiance of the Show is prohibited.
- 7) Failure to comply with the above rules may result in fines of up to \$500 per incident and future exclusion from the St. Louis European Auto Show.

SPONSOR INDEMNIFICATION, RELEASE, PHOTO RELEASE AND WAIVER

I hereby voluntarily elect to sponsor the Auto Show held at Taubman and conducted by the EAS. In order to induce EAS to permit my participation in the Auto Show, I hereby certify that the following statements are correct and true and I represent and warrant the same, where applicable.

- 1) My participation in the Auto Show is entirely voluntary. I am at least 18 years of age and I have the capacity to execute this indemnification, release, photo release, and waiver ("release"). I have the legal authority to sign agreements for the company named as sponsor. I understand the risk of injury and hazards inherent in the Auto Show, and I expressly agree to assume such risks and hazards.
- 2) I understand that this release shall be governed by the laws of the State of Missouri without regard to its choice of law principles.
- 3) I will participate in the Auto Show only at such places and in such a manner as instructed by EAS but in addition shall use my own best judgment to be healthy, safe, and uninjured during the Auto Show. I agree to notify EAS of any health or safety hazard, accident or injury existing or occurring in whole or in part during, or in whole or in part related to the Auto Show and will fully cooperate with EAS with respect to any health or safety hazard, accident or injury inquiries can provide EAS with any information related thereto.
- 4) I, on behalf of the company named as sponsor, employees, officers and representatives of said company, myself, my heirs, my executors and administrator and anyone claiming through me ("Sponsor"), hereby forever release, remise and discharge EAS and Taubman, their directors, officers, employees, volunteers, independent contractors, agents, representatives, officials, other sponsors, participating organizations, successors and assigns, ("Covered Persons") from and against, and hereby waive all claims, rights, demands, causes of action, liabilities, damages, losses, costs or expenses, including reasonable attorneys' fees, interests, fines or penalties in connections therewith, whether known or unknown, foreseeable or unforeseeable, at law or in equity ("Claims"), which may be sustained by me by reason of property (tangible or intangible) damage or loss, accident, personal injury, death, health impact or otherwise (collectively, "Injuries" and individually "Injury"), resulting from, arising out of or relating to the Auto Show or any other interaction with EAS or any other Covered Person, whether such injuries result from the negligence, willful act or omission or strict liability of me, EAS or any other Covered Person. I hereby assume complete responsibility for (I) any Injury to Sponsor, sponsor's employees, officers and volunteers or myself and (ii) any, if caused in whole or in part by me, Injury to any other person or entity, and loss or damage to my, any such other person's entity's, or EAS's or Taubman's, property that may occur in connection with my participation in the Auto Show.
- 5) Sponsor further agrees to indemnify, defend and hold harmless EAS and the Covered Persons from all Claims which they incur and/or to which they may be subjected resulting in whole or in part from, arising in whole or in part out of, or relating in whole or in part to, my participation in the Auto Show or other interaction with EAS or any Covered Person.
- 6) I hereby authorize EAS and the other Covered Persons to take, archive and produce photographs, film, videotape, digital and other images and/or audiotape or other recordings ("Images") of me and any property in my possession or under my control, including me participating in the Auto Show.

7) I further authorize EAS and the other Covered Persons to use the Images, now or at any time in the future, in newspapers, magazines, journals, websites, commercials and other marketing or information materials, and any other publication or medium-print, electronic, video or otherwise in whatever ways EAS considers desirable in its communications, archival and/or other efforts.

If, the company named as sponsor, employees, officers or representatives of said company or myself (Sponsor) breaches or attempts to breach any of the terms of this agreement or fails to make any payments when due under this agreement, Sponsor shall pay to EAS as part of a judgment, all of EAS's costs and expense, including reasonable legal fees, incurred by EAS in enforcing the terms of this agreement or collecting any payment due under this agreement.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD AND I VOLUNTARILY ACCEPT THE TERMS AND CONDITIONS STATED HEREIN. I UNDERSTAND AND ACKNOWLEDGE THAT I MAY BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING BELOW.

I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON ME AND ANYONE CLAIMING THROUGH ME AND EFFECTIVELY BARS MY RIGHT TO CLAIM DAMAGES OF ANY KIND INCLUDING INJURIES OR EVEN DEATH ARISING FROM THE ST. LOUIS EUROPEAN AUTO SHOW.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

St. Louis European Auto Show, Inc.

SPONSOR: _____

By: _____ (Signature)

By: _____ (Signature)

Name: Jennifer Nordstrom

Name: _____

Title: Treasurer

Title: _____

Address: 804 Pitman Hill Road

Address: _____

St. Charles, MO 63304

Email: jmhnordstrom@aol.com

Telephone: _____

Date: _____

Fax: _____

Email: _____

Date: _____