

Sponsorship Agreement

This Event Sponsorship Agreement (this "**Agreement**"), dated as of the date you accept this agreement on the Together Hospitality sign up form (the "**Effective Date**"), is by and between Together Hospitality LLC (the "**Company**"), a Delaware limited liability company Together Hospitality and the person indicated in the Together Hospitality form ("**Sponsor**" and together with Together Hospitality, the "**Parties**", and each "**Party**").

WHEREAS, Company is the organizer of the Event or Events, as defined herein;

WHEREAS, Sponsor wishes to sponsor the Event or Events;

WHEREAS, Company agrees to produce the Event or Events and grant Sponsor certain rights with respect to the Event or Events in connection with the promotion of Sponsor's brand ("Products"); and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Event or Events. Company will host a [DESCRIPTION OF EVENT IN SIGN UP FORM] on [DATE OF EVENT IN SIGN UP FORM] at [LOCATION OF EVENT IN SIGN UP FORM] (The "Event or Events"). Company shall promptly notify Sponsor in writing of any changes in the date, venue, or times. Company shall organize the Event so it meets industry standards.

2. Sponsorship Benefits. In consideration of Sponsor's payment of the Sponsorship Fee (defined in Section 3) [and performance of the Sponsorship Obligations (defined in Section 3)], Company shall provide Sponsor with the following rights and benefits ("Sponsorship Benefits"):

(a) Sponsor shall receive invitation for up to two (2) persons at no cost for the Event or Events.

(b) Company shall use its best commercially reasonable efforts to cause all tickets, flyers, posters, programs, public relations materials, advertising and promotional materials, press materials, websites, and merchandise for the Event ("Event Promotional Materials") to prominently include the Product name or approved logos and references to the Product as an Event sponsor. A list of the Sponsor Marks available for use by Company and any associated usage guidelines, if any, are set forth in Schedule A.

3. Sponsorship Fee. In consideration of and subject to Company's provision of the Sponsorship Benefits and other undertakings hereunder, Sponsor shall pay Company the sum of: [DOLLAR AMOUNT IN SIGN UP FORM] ("**Sponsorship Fee**").

(a) Sponsor shall pay the Sponsorship Fee in Full.

4. License Grant. Sponsor hereby grants Company a non-exclusive, non transferable, non-sublicensable license to use the Sponsor Marks solely for the Event or Events Promotional Materials and as otherwise necessary to provide the Sponsorship Benefits during the Term. Company agrees to follow any usage guidelines provided by Sponsor in Schedule A.

5. Term. The term of this Agreement commences as of the Effective Date and, unless terminated in writing by either party will remain in effect in perpetuity. (the "Term").

6. Termination. This Agreement may be terminated before the expiration date of the Term on written notice by either party:

(a) if the other party materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within three (3) days after the breaching party's receipt of written notice of such breach; or

(b) if the other party (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

7. Force Majeure. Other than the payment of the Sponsorship Fee, no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, snow storm, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

8. Representations and Warranties.

(a) Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) Sponsor further represents and warrants that the Sponsor Marks and Company's use thereof in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.

9. Indemnification.

(a) Company shall indemnify, defend, and hold harmless Sponsor and its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses"), resulting from any claim, suit, action, or proceeding arising out of or related to: (i) the Event, including the Event Promotional Materials and Company's other advertising, marketing, or promotion of the Event; or (ii) Company's material breach of any representation, warranty, covenant, or obligation of Company under this Agreement.

(b) Sponsor shall indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, successors, and assigns from and against any and all Losses resulting from any claim, suit, action, or proceeding arising out of or related to: (i) the Sponsor Marks; (ii) any Sponsor marketing activities conducted at the venue and Products distributed at the venues; or (iii) Sponsor's material breach of any representation, warranty, covenant, or obligation of Sponsor under this Agreement.

10. Confidentiality. Sponsor and Company agree to maintain the terms of this Agreement in confidence.

11. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

12. Public Announcements. Neither party shall (orally or in writing) publicly disclose, issue any press release, make any other public statement or announcement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of the other party.

13. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS AGREEMENT.

14. Assignment. Neither party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other party's prior written consent, provided, however, that Sponsor may assign or otherwise transfer all or any of its rights, and

delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Company's consent to the successor to all or substantially all of its business to which this Agreement relates. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Company (regardless of whether Company is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Sponsor's prior written consent is required. No delegation or other transfer will relieve the delegating or transferring party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this section is void.

15. General. Each party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other party at the addresses set forth above (or to such other address that the receiving party may designate from time to time in accordance with this section). This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims, are governed by, and construed in accordance with, the laws of New York, without giving effect to any conflict of laws provisions thereof. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in New York, New York. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The Parties may not amend this Agreement except by written instrument signed by the Parties. No waiver of any right, remedy, power, or privilege under this Agreement ("Right(s)") is effective unless contained in a writing signed by the party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors and permitted assigns, there are no third-party beneficiaries under this Agreement. Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein. This Agreement may be executed in counterparts.

SCHEDULE A

Sponsor Marks