



2024 DEA Sponsorship Agreement

This Sponsorship Agreement for the Design Excellence Awards Competition (DEA) to be held on June 25, 2024 is made and entered as of the date of the last signature set forth below by and between _____ and ASID New Jersey Chapter, a not-for-profit membership association in the State of New Jersey ("ASID NJ"), and the undersigned Company ("Sponsor").

Date: _____ Company Name: _____

Address: _____

Contact: _____

Email: _____ Phone: _____

WHEREAS, Sponsor will pay ASID NJ to receive the benefits set forth below:

1. **SPONSORSHIP LEVEL:** Mark appropriate level.

- | | |
|---|--------|
| <input type="checkbox"/> Elite DEA Sponsor | \$5000 |
| <input type="checkbox"/> Star DEA Sponsor | \$3000 |
| <input type="checkbox"/> Premier DEA Sponsor | \$1500 |
| <input type="checkbox"/> Select DEA Sponsor - Unlimited | \$750 |

1. **Sponsorship Benefits:**

Elite Sponsorship: Includes a lunch & learn with CEU or evening program with CEU in showroom (during the 2024-2025 fiscal year), two gala tickets, two 60-second video spots during awards ceremony, display table (optional), prominent verbal mention, 60-second mic opportunity, logo on all DEA promotional materials and placement on the Step and Repeat, premier seating at event.

Star Sponsorship: Includes 60-second video spot during awards ceremony, display table (optional), prominent verbal mention, 30-second mic opportunity, logo on all DEA promotional materials and placement on the Step and Repeat. Also includes ASID NJ promotion of a morning or afternoon showroom event within 2024-2025 calendar year.

Premier Sponsorship: Includes a 15-20 second video spot during awards ceremony, verbal mention, logo on all DEA promotional materials and placement on the Step and Repeat.

Select Sponsorship: Includes logo (smaller in size than above), verbal mention, on all DEA promotional materials and placement on the Step and Repeat.

2. **Sponsor Obligations:**

(a) **Web/Media:** Sponsor shall provide high resolution company logo (.png or .jpg file), website link, social media handles (Facebook, Instagram, LinkedIn) and any pertinent hashtags to be used on ASID NJ website and other promotional materials. Sponsor understands and agrees that failure to provide such copies in a timely manner may result in exclusion from ASID NJ promotional materials, which shall not be considered a breach by ASID NJ of this Agreement.

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(b) 15 – 20 second announcement: must be supplied by May 6, 2024.

(c) Elite Sponsor shall be responsible for planning showroom CEU event, including food and drinks.

(d) Sponsor acknowledges, covenants, and agrees that the recognition and sponsorship activities as described herein do not constitute an endorsement or recommendation by ASID NJ of any product, service, or other activity of Sponsor.

3. ASID NJ's obligations: In addition to the above provisions, upon acceptance of sponsorship, ASID NJ agrees to the benefits described in this Agreement

4. Sponsorship fee: Full sponsorship level shall be payable in full with the execution of this Agreement. The sponsorship fee includes all benefits set forth herein. Promotional benefits will not be activated until payment and logo are received.

5. Trademarks: ASID NJ shall have the right to use Sponsor's name and trademarks in advertising and other materials promoting ASID NJ. Sponsor shall have the non-exclusive right to use ASID NJ's trademarks solely in connection with Chapter Partnership of ASID NJ. Notwithstanding the above, ASID NJ shall have the right to review and approve or reject any use of its trademark, name, or any of its intellectual property. Neither Party shall use one another's name, logo, or trademarks in a harmful, false, misleading, or disparaging manner.

6. Sponsor's Warranties: Sponsor represents and warrants that any advertisement, logo, design, or other content it supplies to ASID NJ pursuant to this agreement will not defame, libel, or slander any third party; that it will not invade the privacy, right of publicity or other personal rights of any third party; and that it will not infringe on or otherwise violate the copyright, trademark, trade secret, patent, or other intellectual property rights of any third party.

7. Limitation of Liability: ASID NJ makes no warranties, either express or implied, regarding the appearance of Sponsor's content, including but not limited to the warranty of merchantability or fitness for a particular purpose. Sponsor agrees that ASID NJ will in no event be liable for any punitive, consequential, or third-party damages, including but not limited to lost profits, even if Sponsor has advised ASID NJ of the possibility of such loss. In no event shall ASID NJ's liability to Sponsor exceed the fees Sponsor has paid to ASID NJ in the previous six months. Further, for purposes of this Agreement the term "ASID NJ Chapter Person" shall mean any present or former ASID NJ officer, director, member or employee. As a material inducement on the part of ASID NJ to enter into this Agreement, Sponsor agrees that: (a) To the extent that the proceeds, if any, from any insurance policy maintained by ASID NJ are insufficient to satisfy any judgment obtained against ASID NJ or any ASID NJ Chapter Person, only the assets of ASID NJ, not the individual assets of any ASID NJ Chapter Person, may be used to satisfy any such judgment requiring the payments of monies; (b) To the fullest extent permitted by law, and except for ASID NJ's obligation, if any, under this Agreement to pay Sponsor certain fees, the maximum collective liability of ASID NJ to Sponsor or to anyone claiming through or under Sponsor for any injury, loss or damage shall not exceed the greater of (i) the available proceeds of any insurance policy maintained by us or (ii) the sponsorship fees paid by Sponsor for the preceding six months; (c) ASID NJ shall not be held responsible for (i) the negligence or willful misconduct of third parties; (ii) the negligence or willful misconduct of Sponsor or (iii) the non-performance of third parties.

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8. Indemnification: Sponsor agrees to defend, indemnify and hold harmless ASID NJ, its parents and affiliates together with their respective employees, agents, directors, officers and members, from and against all liabilities, injuries, claims, damages and expenses, including but not limited to reasonable attorney's fees and costs, arising out of Sponsor's advertisement or other content provided to ASID NJ for use on the website or in the ASID NJ newsletter, Sponsor's breach or alleged breach of this Agreement, or Sponsor's breach or alleged breach of the copyright, trademark, proprietary or other rights of any third party. Sponsor's liability shall be limited only in the case that such liabilities, injuries, claims, damages, and expenses result from the willful misconduct or gross negligence of ASID NJ.

9. Authorizations: Each party represents and warrants that it is free to enter into this Agreement without violating the rights of any person, that its trademarks do not infringe the trademarks or trade names of any person and that it will comply with all laws and regulations pertinent to its business. Each party also represents and warrants that it has the authority to enter into this Agreement without the permission of any other person or entity, such as a board of directors, or, if it does require such permission, that such permission has been duly granted.

10. Relationship of the Parties; No Assignment: This Agreement does not constitute a partnership or joint venture or principal-agent relationship between us. This Agreement may not be assigned by either party without the written consent of the other party. Parties further understand and agree that only the New Jersey Chapter of ASID, not the American Society of Interior Designers, Inc. is a party to this Agreement. Under no circumstance shall the American Society of Interior Designers, Inc. be subject to any dispute or claim arising out of this Agreement.

11. Force Majeure: The performance of the Agreement by either party is subject to all acts of God, war, government regulation, disaster, fire, strikes, civil disorder, terrorist actions, curtailment of transportation facilities, or the like, preventing or unreasonably delaying at least fifteen (15%) percent of the guests of ASID NJ Chapter from appearing or attending, or other similar causes beyond the control of the parties making it inadvisable or illegal to hold the meeting or provide the facility or hold the event. In the event of termination due to force majeure, ASID NJ shall not be liable for Sponsor's costs associated with the event.

12. Notices: Any notice given under this Agreement shall be sent to the address listed below, and shall be deemed given upon receipt by express delivery (FedEx or UPS), or USPS certified mail.

13. Termination: ASID NJ may cancel this Agreement at any time upon written or electronic notice to Sponsor. The failure of Sponsor to perform any service under this Agreement or a failure to perform any provision under this Agreement will be considered a Breach of Agreement and ASID NJ shall be able to terminate this Agreement and seek any damages. Sponsor understands that all payments to ASID NJ are final and nonrefundable.

14. Modifications: Any modifications to this Agreement must be in writing and signed by both ASID NJ and the Sponsor.

15. Confidentiality: Parties recognize that during the term of this Agreement, each may possess certain confidential information about the business of the other, including, but not limited to, membership lists and other documents, data, records, and other information. Therefore, the parties agree that all such information shall be held in confidence and each will not divulge such information to any party (other than for use under this Agreement) without the express written consent of the other. Each party also agrees that it will adopt reasonable precautions to guard against unauthorized release of

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such information, and that it will not use such information in any manner that will unfairly benefit itself or damage the other party. Each party agrees to return to the other all confidential business information pertaining to the other upon termination of this Agreement.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any claim arising out of this Agreement shall be brought to a court of competent jurisdiction in the State of New Jersey.

16. Compliance with Laws: Parties represent and warrant that as of the Effective Date of this Agreement Parties are in compliance with all applicable federal, state, and local laws, regulations, and ordinances necessary to carry out their obligations under this Agreement. Parties shall be individually responsible for maintaining compliance with such laws and regulations.

17. Entire Agreement: This Agreement is complete and represents the entire agreement between the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

IN WITNESS WHEREOF, the parties, through their duly appointed and authorized representatives, have executed this Agreement as of the date first written above.

ASID NEW JERSEY CHAPTER

Signature

Marina V. Umali, ASID, CID
ASID NJ Chapter President

Date : _____



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("Sponsor Company Name")

Signature

Print Name

Date

Email signed agreement to: administrator@nj.asid.org

There are 3 ways you can remit payment:

Zelle: Please use president@nj.asid.org as the recipient and include "DEA" in the memo line.

Check: Please check out to ASID New Jersey, include "DEA" in the memo line and mail to:

ASID NJ
532 Old Marlton Pike, PMB 727
Marlton, NJ 08053

Credit Card: Please contact administrator@nj.asid.org for your unique credit card payment link.