

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into as of the signature date on the online form (the "Effective Date") by and between ESSENTIAL CHURCH SCHOOL ("ESSENTIAL") and the sponsor identified by the Organization Name on the sponsor registration form ("Sponsor").

Terms of Agreement

ESSENTIAL is hosting the following event: Birmingham Homeschool Fair on March 24-25, 2023, and Sponsor desires to sponsor the Event. In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. ESSENTIAL Obligations

In consideration for Sponsor's participation in the Event, ESSENTIAL shall provide the Sponsor the benefits set out in the Appendix (Sponsorship Opportunities), which is incorporated and hereby made a part of this Agreement.

2. Sponsor Obligations

For its participation as a Sponsor in the Event, Sponsor shall pay to ESSENTIAL a fee (the "Sponsorship Fee"), as set out below:

DOCTORATE LEVEL SPONSORSHIP - \$2,500+ or
COLLEGIATE LEVEL SPONSORSHIP - \$1,500+ or
SECONDARY LEVEL SPONSORSHIP – \$1,000+ or
ELEMENTARY LEVEL SPONSORSHIP - \$500+

The Sponsorship Fee is payable to Essential Church School, due on the Effective Date.

3. Sponsor Trademarks and Materials

Subject to the terms and conditions of this Agreement, the Sponsor grants ESSENTIAL the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with the Birmingham Homeschool Fair. ESSENTIAL agrees to use materials according to Sponsor's trademark usage guidelines as provided.

The Sponsor agrees to offer the following materials for marketing and promotional purposes:

- High resolution logo (and thumbnail square logo if available)
- Website address
- Text copy for description area of website

4. Indemnity

4.1 The Sponsor will indemnify, defend, and hold ESSENTIAL harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on the Sponsor's respective website, use of Sponsor materials, or use of Sponsor's logos and trademarks.

4.2 ESSENTIAL will not be responsible for damage to or loss of property belonging to the Sponsor, its employees, contractors, or agents or for personal injury to the Sponsor's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of ESSENTIAL and ESSENTIAL's employers, directors, or officers.

4.3 Sponsor will give ESSENTIAL prompt written notice of any suit or claim that comes within the purview of these indemnities.

5. Limitation of Liability

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.

Notwithstanding anything else in this Agreement, ESSENTIAL's liability for any claim against ESSENTIAL shall be limited to the funds available in its own bank account at the time of the claim.

6. Term and Termination

6.1 This Agreement will be effective upon the Effective Date and will continue through April 1, 2023, one week past the event date, unless earlier terminated as otherwise provide in this Agreement.

6.2 ESSENTIAL may terminate this Agreement at any time for any reason. In the event that ESSENTIAL terminates this Agreement for any reason other than Sponsor's breach of Agreement, ESSENTIAL shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense.

6.3 a) The Sponsor may terminate this Agreement for breach of Agreement by ESSENTIAL after giving ESSENTIAL at least ten (10) days prior written notice specifying the nature of the breach and giving ESSENTIAL at least ten (10) days to resolve such breach. If breach occurs less than ten (10) days before the event, Sponsor may terminate this Agreement if breach is not resolved by the first day of the event.

b) If ESSENTIAL terminates this Agreement for Sponsor's breach, ESSENTIAL shall retain any fees received from Sponsor which fees shall be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of Sponsor shall be returned at

the end of the Event and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination.

c) If Sponsor terminates for ESSENTIAL's breach, Sponsor shall be entitled to seek a full refund of any fees paid and for the return of any equipment, materials and hardware or software of Sponsor.

7. Disagreement

In the case of a disagreement at any point, the parties will refer the matter to an independent arbitrator appointed by mutual agreement.

8. Miscellaneous

8.1 This Agreement will supersede any or all prior oral or written forms of understanding between the Sponsor and ESSENTIAL. This Agreement may not be amended or modified except when one or both parties execute amendments in writing and amendments are signed by both parties.

8.2 This Agreement shall be governed by and executed in accordance with the laws of the State of Alabama applicable to agreements made and to be performed entirely within this state.

8.3 The terms and conditions of this Agreement shall not be divulged to any third party without prior written approval from both parties.