

SPONSORSHIP TERMS AND CONDITIONS

In consideration of the mutual covenants and promises made by the parties hereto, Sponsor and REBNY and/or the REBNY Foundation agree to the following:

1. **Payment** – Sponsor shall immediately pay the promised amount made payable to REBNY or REBNY Foundation, as applicable (and hereinafter, “REBNY”). REBNY reserves the right to offer the sponsorship package to another entity if Sponsor does not make timely payment due under these Terms and Conditions.
2. **Schedule** – If applicable, Sponsor shall use all reasonable efforts to adhere to the REBNY’s schedule(s) to submit artwork, videos and other collateral necessary to fulfill REBNY’s obligations under the sponsorship package. Sponsor acknowledges and accepts that any designs, videos, and/or messages for public display and/or presentation is subject to REBNY review and approval.
3. **Sponsor Trademarks and Materials** - Sponsor grants REBNY the right to use the Sponsor's trade names, logo designs, artwork, videos, trademarks, and company descriptions as provided directly by Sponsor or through Sponsor’s marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with any Event associated with the sponsorship package. REBNY agrees to use materials according to Sponsor's trademark usage guidelines.
4. **Indemnity** - Sponsor will indemnify, defend, and hold REBNY 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, videos, artwork, trademarks and other collateral. Sponsor and REBNY agree to give each other 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 Sponsor or REBNY be liable to the other 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.
6. **Term and Termination** - These Terms and Conditions shall be effective immediately and shall continue until obligations of the sponsorship package are satisfied or unless otherwise terminated as provided herein. REBNY may terminate these Terms and Conditions at any time for any reason. In such event that REBNY terminates these Terms and Conditions for any reason other than Sponsor's breach, REBNY shall refund fees, if any, received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor, at the Sponsor's expense.

The Sponsor may terminate these Terms and Conditions for breach by REBNY after giving REBNY at least ten (10) days prior written notice specifying the nature of the breach and giving REBNY at least ten (10) days to resolve such breach.

7. **Survival** - In the event of termination or expiration of these Terms and Conditions, paragraphs 1, 4, 5, 6, 7 and 8 shall survive.

8. **Miscellaneous**

a. These Terms and Conditions supersede any or all prior oral or written forms of understanding between the Sponsor and REBNY. No modification of these Terms and Conditions shall be valid unless in writing and agreed upon by both Parties.

b. These Terms and Conditions shall be governed by and executed in accordance with the laws of New York State applicable to agreements made and to be performed entirely within New York State.

c. If any of the provisions of these Terms and Conditions are held to be invalid or unenforceable in whole or in part, all other provisions shall survive with the invalid or unenforceable provisions severed from the remainder of these Terms and Conditions.

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

e. The undersigned represent that they have authority to enter into these Terms and Conditions and to so bind their respective institutions.