



## APPLICATION AND SPONSORSHIP CONTRACT

### The Mexican Healthy Products Summit

January 24-26, 2020

**Sheraton Bouganvillas Resort & Convention Center  
Puerto Vallarta, México.**

This Application and Contract for Sponsorship at  
The Mexican Healthy Products Summit  
between

**Grovara LLC.**

and \_\_\_\_\_ (Sponsor)

will become effective upon execution of this agreement.

The Mexican Healthy Products Summit (MHPS) sponsorship opportunities are offered on an exclusive basis and may not be shared by multiple companies. All promotional privileges provided are limited to one company name and logo. *Sponsors are required to stay at the summit venue and reserve their hotel accommodations within The Mexican Healthy Summit Group Room Block to participate in all summit events including exhibition hall, meetings, receptions and all meals.*

#### **1. SPONSOR INFORMATION:**

**Company Name:**

\_\_\_\_\_  
(Company name may be listed in all marketing pieces)

**Company Contact:**

\_\_\_\_\_  
(Contact will receive all conference information from PMG, LLC)

**Title:** \_\_\_\_\_

**Street Address (No P.O. Boxes):** \_\_\_\_\_

**City, State, Zip, Country:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Website Address:** \_\_\_\_\_

**Authorized Co. Rep. (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Note:** This document, when signed by Sponsor and executed by PMG, constitutes a binding legal agreement. **By the above signature, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Sponsor. The Sponsor acknowledges that it has been furnished and agrees to be bound by the terms and conditions on both pages 1 and 2 herein.** PMG, LLC agrees to review this Application and Contract in order to be consistent with show eligibility requirements and policies. The Sponsor agrees that upon acceptance of this Application and Contract by PMG, LLC, with or without the appropriate payment, this Application and Contract shall become a legally binding contract enforceable against the Sponsor in accordance with its terms. PMG, LLC may, at its sole discretion, assign its rights and/or liabilities hereunder to a successor-in-interest to PMG, LLC, without the written consent of the parties hereto, provided notice of the assignment is given.

**PMG, LLC Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### 3. PAYMENT TERMS:

100% of the Sponsorship Cost is due upon contract signing. Any payments not received may result in cancellation of sponsorship at PMG, LLC's sole discretion. **Please make all checks payable to Pagliaro Media Group, LLC** and mail with Application and Contract as follows: **U.S.P.S Priority Mail or Overnight Delivery only:** Pagliaro Media Group, LLC, 3301 Zoe Street, Johns Island, SC 29455. Only the company name listed on this Application and Contract is considered an official Sponsor. Failure to make payment(s) does not cancel Sponsor's liability. Unpaid Sponsor fees will be invoiced by PMG, LLC upon receipt of this contract. Invoices are due immediately upon receipt. Sponsor will pay all fees associated with collection efforts, including, but not limited to, attorney fees of 25% of the amount owed and interest charges at the highest rate allowed by law. PMG, LLC reserves the right to deny your sponsorship(s) to all Companies that have overdue account balances with PMG, LLC.

#### **Select Method of Payment**

☐ Check enclosed made payable to PMG, LLC

☐ Invoice me using PO # \_\_\_\_\_

☐ Charge 100% of the total cost to my:

MasterCard ☐ Visa ☐ American Express ☐

CC# \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Billing Zip: \_\_\_\_\_

CVV code: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name on Card  
(Print): \_\_\_\_\_

**4. CANCELLATION BY SPONSOR:** All cancellations must be in writing and shall become effective when received by PMG, LLC. Both the Sponsor and PMG, LLC acknowledge that PMG, LLC will sustain substantial losses if the Sponsor cancels its Application and Contract. Even though PMG, LLC will exercise its best efforts to mitigate the damages associated with the Sponsor cancellation, the parties agree that PMG, LLC will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and providing said losses, the Sponsor agrees to pay the following as liquidated damages if the Sponsor cancels its sponsorship on or within the time periods specified below. **Should the Sponsor cancel all, or part, of the sponsorship contracted for hereunder after the date PMG, LLC accepts and signs this Application and Contract, Sponsor is liable for 50% of the total sponsorship cost if cancellation is made by July 1, 2019; or 100% of the total sponsorship cost if cancelled on or after September 1, 2019.**

**5. CANCELLATION BY SHOW:** Company's sponsorship may be canceled by PMG, LLC for failure to make payments when due or failure to comply with PMG, LLC regulations. If sponsorship is canceled by PMG, LLC, Sponsor will be notified in writing. Upon such cancellation, PMG, LLC may lease the sponsorship to another Company at its sole discretion.

**6. RIGHT OF FIRST REFUSAL:** Sponsors from the 2020 The Mexican Healthy Products Summit will have the first option to sponsor the same event/item for the 2021 The Mexican Healthy Products Summit.

**7. SPONSOR GIVEAWAYS, SIGNS, ETC:** If your company is sponsoring a reception or food function, the sponsoring company must inform PMG, LLC in writing any giveaway that will be handed out at the sponsored event. It is the sponsoring company's responsibility to ship any materials related to its sponsorship to the show or function site using the official method of shipping provided in the Exhibitor Manual.

**8. ATTENDANCE:** PMG, LLC makes no representations or warranties with respect to the demographic nature and/or volume of attendees at any PMG, LLC event(s).

**9. NO-ORAL MODIFICATION CLAUSE:** This Application and Contract may not be orally modified. Only a modification in writing, signed by an authorized representative of PMG, LLC will be enforceable.

**10. LIABILITY:** Sponsor agrees that PMG, LLC, the hosting organization, and their respective employees and agents are not liable for any theft, damage or loss to or of the Sponsor's property or for any injury that may occur to the Sponsor, its agents or employees. Sponsor shall have property damage insurance for the full replacement value of all its property and general liability insurance of no less than One Million Dollars. PMG, LLC and the hosting organization shall be named as additional loss payees in such policy.

**11. EVENT PROMOTIONS:** Pre-show advertising and promotions are at the sole discretion of PMG, LLC.

**12. GOVERNING LAW AND JURISDICTION:** This contract shall be governed by and subject to the laws of State of South Carolina matters whether sounding in contract or in tort relating to the validity, construction, interpretation and enforcement of this Contract shall be determined in the Circuit Court for Charleston County, South Carolina, which Court shall have exclusive jurisdiction and venue.

**13. EVENT CANCELLATION:** PMG, LLC, in its sole discretion, reserves the right to cancel any event at any time without any liability for the fulfillment of this contract and all fees paid by Sponsor shall, in the sole discretion of PMG, LLC, be either credited to future events or refunded on a prorated basis (less PMG, LLC's direct costs and reasonable overhead expenses). If the sponsorship or any part thereof is cancelled for any reason beyond the control of PMG, LLC such as, but not limited to, damage or destruction to buildings, war, riots, strikes, acts of government, terrorism, or acts of God, then PMG, LLC will issue credits but is not obligated to refund any fees. In all cases, credits from event postponement or cancellation must be used within 12 months of the original postponement /cancellation dates. After 12 months a credit on account will be considered earned and nonrefundable by PMG, LLC.

**14. CHANGE OF VENUE:** PMG, LLC shall have full power to change either the location (city, state, hotel) of the event or the date of the event. Sponsors will be notified of said change and will have 14 days from the date of notification to cancel their participation in the event subject to regulation #4. If PMG, LLC is not notified within the 14 days, this contract will be considered enforceable as written given the changes in either location or date of the event.

**15. AMENDMENTS:** PMG, LLC shall have full power to make or amend these regulations, terms and/or show dates. If any portion of this Application and Contract is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.

**16. INDEMNIFICATION:** Sponsor agrees to indemnify and hold PMG, LLC, and its respective employees and agents harmless, from any and all claims, demands, judgments, settlements, costs, attorneys fees or other expenses either directly or indirectly from or in connection with Sponsors participation in such event.