

**eMerge Americas
April 18-19, 2024 - Miami Beach Convention Center
Exhibit and Sponsorship Agreement**

1. Company and Contact Information

Company Name: CITY OF DORAL

Company Name for use in eMerge promotions (if different from above): City of Doral

Company Address: 8401 NW 53rd Terrace, Doral, FL 33166

Website:

Primary Contact: Manuel Pila

Primary Contact Email Address: manuel.pila@cityofdoral.com

Payment Contact name: Seida Feliu

Payment Contact Email Address: seida.feliu@cityofdoral.com

2. Exhibit Space without Sponsorship Rates: \$35 per sq ft

Booth Number: 449

Exhibit Size: 10 x 20

Total Square Footage: 200

3. Sponsorship Deliverables: Exhibit A if applicable

4. Exhibit Deliverables: Exhibit B if applicable

5. Payment Schedule:

- Contracts received prior to – November 1, 2023: 25% of total fees due with contract, 25% deposit due November 1, 2023 and 50% final payment due February 1, 2024.
- Contracts received November 2, 2023 – February 1, 2024: 50% due with contract and 50% final payment due February 2, 2024.
- Contracts received February 2, 2024 and beyond - 100% due at signing.
- For the avoidance of doubt, in the event of any conflict between the payment terms set forth herein and those set forth in any communication sent by Sponsor and/or Exhibitor or its agent, the terms of this Agreement will control.

6. Cancellation/Financial Liability Policy:

In the event, Company cancels all or part of the contracted agreement herein, the Company must do so in writing (to: info@emergeamericas.com) and is obligated to pay liquidated damages based on the schedule listed below:

- Cancellation received by May 31, 2023 = 0% of total agreement fee
- Cancellation received by August 1, 2023 = 50% of total agreement fee
- Cancellation received on or after August 2, 2023 = 100% of total agreement fee

PRICING CONTRACT DETAILS:

Sponsorship Amount:	\$7,000
Sponsorship Level:	
Expo:	\$0
Total Package Price	\$7,000

This Agreement, which incorporates by reference the attached Terms & Conditions, has been executed on the date indicated below by the following duly authorized representatives:

For and on behalf of:
eMerge Americas

For and on behalf of:
CITY OF DORAL

BY: 



Name: Diane Vidoni

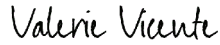
Name: Barbara Hernandez

Title: Chief Operating Officer

Title: City Manager

Date: 1/16/2024

Date: 1/23/2024



valerie vicente

City Attorney (As to form and legal sufficiency)

1/17/2024

Exhibit A

Sponsorship Deliverables Include:

Exhibit B

Exhibit Space Includes:

- Company Name and profile listed on emergeamericas.com website and mobile app as an exhibitor
- Company Name and booth number listed on on-site signage (if contracted by March 20, 2024)
- Internet access: Convention Center Wi-Fi
- Exhibitor passes – 4 (four) per 100 square feet of exhibit space (not to exceed 30 complimentary exhibitor badges per company)
- Use of eMerge Logo and branding in promotional materials

Exhibitor/Sponsor is responsible for all furnishings, floor covering (required), utilities (not listed above) and all other décor to outfit their booth space.

eMerge Americas 2024 Contract

Terms & Conditions

1. Copyright and Distribution Rights; Editorial Process.

a. Copyright and Distribution Rights for post-conference “eMerge Americas” summary report and YouTube Videos.

- o All externally published (and EMERGE AMERICAS branded) deliverables, all rights to the research process of the summary report, results and final work product, including interview and survey data, and copyright (print and electronic versions), will be the exclusive property of EMERGE AMERICAS.
- o EMERGE AMERICAS grants non-exclusive and unlimited distribution rights to Sponsor to distribute the print and electronic versions of the *eMerge Americas* research report, without modification, at the discretion of EMERGE AMERICAS, for up to eighteen (18) months from the date of publication.
- o EMERGE AMERICAS will deliver to Sponsor a planned YouTube video of the conference, and EMERGE AMERICAS grants non-exclusive and unlimited distribution rights to Sponsor to link solely to the aforementioned provided video, without modification, at Sponsor’s discretion, for up to eighteen (18) months from the date of final publication.
- o EMERGE AMERICAS grants Sponsor and/or Exhibitor the ability to selectively quote portions of the *eMerge Americas* research report, so long as it is used in its contextual entirety, adequately cited and without errors.

b. EMERGE AMERICAS Editorial Process and Guidelines.

- o EMERGE AMERICAS retains final editorial control over all output, including branding.

2. Materials. Upon execution of this Agreement, Sponsor and/or Exhibitor shall deliver to EMERGE AMERICAS and/or EMERGE AMERICAS’S sponsorship agent all logos, artwork, and marketing materials to be used for its branding, signage, literature display and logo listing in the Event program (collectively, “Advertising and Promotional Benefits”).

3. Use of Intellectual Property. Each party acknowledges that it does not have ownership rights in the other party’s copyrights, trademarks, trade names, and service marks, whether or not registered (the “Intellectual Property”), and neither party shall use or publish, in any medium, any Intellectual Property of the other party without the prior written consent of the owner of the Intellectual Property.

4. Cancellation or Change of Event. If EMERGE AMERICAS, in its sole discretion, changes the Event Dates or the Event Sites, or cancels the Event, EMERGE AMERICAS’S sole liability to Sponsor and/or Exhibitor shall be to notify Sponsor and/or Exhibitor as far in advance as feasible of such changes or cancellation. In the event that the Event is delayed, canceled or experiences a change of venue other than due to the occurrence of Force Majeure (as defined below), and Sponsor and/or Exhibitor cannot attend the Event during the rescheduled time period or at the rescheduled site, EMERGE AMERICAS’S sole responsibility shall be to refund all deposits previously paid by Sponsor and/or Exhibitor, prorated based on any Advertising and Promotional Benefits actually delivered by EMERGE AMERICAS as of the date of the cancellation of the Event. In the event of a Force Majeure event occurrence, EMERGE AMERICAS shall have no such refund obligation. Should EMERGE AMERICAS terminate this Agreement pursuant to the provisions of this section, Sponsor and/or Exhibitor waives claims for damages arising therefrom.

5. Force Majeure. Any delay or failure of either party to perform its obligations under this Agreement shall be excused to the extent that it is caused by Force Majeure. For this purpose, “Force Majeure” shall mean an act of God (including, but not limited to, epidemics, pandemics hurricanes and tropical storms), war (declared or undeclared), sabotage, insurrection, riots, other acts of civil disobedience, acts of a public enemy, acts of terrorism, acts of any government or subdivision thereof affecting the terms of this Agreement or otherwise, accident, fire, explosion, nuclear events, or any labor dispute, failure or delay of shippers, or unavailability of components, spare parts, or units, or any other act or circumstance that is beyond the reasonable control of the nonperforming party and for which no blame or fraud can be imputed to the nonperforming party. In the event performance is affected by the Force Majeure event or condition, EMERGE AMERICAS shall (a) provide written notice concerning its inability to perform or delay in performance to the other party within thirty (30) business days of the determination of the occurrence of such Force Majeure event or condition and (b) exercise its best efforts to perform and remove such Force Majeure event or condition as soon as possible. The suspension of any obligations owing to Force Majeure shall not affect any right accrued under this Agreement prior to the commencement of the Force Majeure condition.

6. Cancellation by Sponsor and/or Exhibitor. EMERGE AMERICAS must receive written notification from Sponsor and/or Exhibitor of any cancellation to info@emergeamericas.com. If the cancellation fee (as contemplated below) due to EMERGE AMERICAS exceeds the amount previously paid by to EMERGE AMERICAS, Sponsor and/or Exhibitor must pay the balance to EMERGE AMERICAS within thirty (30) days of receipt of written cancellation notice. If the cancellation fee due to EMERGE AMERICAS is less than the amount previously paid by to EMERGE AMERICAS, EMERGE AMERICAS will refund the balance to Sponsor and/or

Exhibitor within thirty (30) days of cancellation. Subsequent reassignment of canceled space does not relieve Sponsor and/or Exhibitor of the obligation to pay the cancellation fee.

- a. If written notice of cancellation is received by EMERGE AMERICAS through May 31, 2023, Sponsor or Exhibitor is not responsible for any cancellation fee.
- b. If written notice of cancellation is received by EMERGE AMERICAS through August 1, 2023, Sponsor or Exhibitor shall pay a cancellation fee equal to fifty percent (50%) of the canceled sponsorship and/or exhibit fee.
- c. If written notice of cancellation is received by EMERGE AMERICAS on or after August 2, 2023, Sponsor or Exhibitor shall pay a cancellation fee equal to one hundred percent (100%) of the canceled sponsorship and/or exhibit fee.
- d. If Sponsor or Exhibitor does not notify EMERGE AMERICAS of cancellation and fails to set up by 10 a.m. Miami local time the morning of the first day of the Event, EMERGE AMERICAS will consider the space canceled and Sponsor or Exhibitor will be responsible for all fees in accordance with the cancellation policy provided herein. EMERGE AMERICAS may use the allocated space in any way it deems appropriate.

7. Termination by EMERGE AMERICAS.

- a. EMERGE AMERICAS shall have the right to immediately terminate this Agreement at any time upon written notice to Sponsor and/or Exhibitor in the event that Sponsor and/or Exhibitor, its directors, managers, officers, agents or employees, or any affiliates thereof, performs any act or engages in any behavior that causes or may cause material harm to EMERGE AMERICAS'S image or reputation. In the event of termination of this Agreement by EMERGE AMERICAS pursuant to the immediately preceding sentence, EMERGE AMERICAS shall be under no obligation to refund, in whole or in part, any payments or deposits made by Sponsor and/or Exhibitor prior to such termination under this Agreement.
- b. EMERGE AMERICAS shall have the right to immediately terminate this Agreement upon written notice to Sponsor and/or Exhibitor in which case EMERGE AMERICAS shall refund in full any deposits (with such deposits prorated based on any Advertising and Promotional Benefits actually delivered by EMERGE AMERICAS as of the date of termination) previously paid by Sponsor and/or Exhibitor.

8. Liability of Sponsor and/or Exhibitor.

- a. **Sponsor and/or Exhibitor's Property.** Sponsor and/or Exhibitor is solely responsible

for its own demonstration materials and products, and should insure products from all loss or damage. Sponsor and/or Exhibitor acknowledges that all of its property is in its care, custody, and control in transit to and from, or within the confines of, the demonstration hall. Sponsor and/or Exhibitor agrees not to make any claims against EMERGE AMERICAS for loss, theft, damage, or destruction of property, or injury, including death, to itself, its employees, agents, or representatives, unless caused by the sole negligence or willful misconduct of EMERGE AMERICAS.

- b. **Property of Others.** Sponsor and/or Exhibitor shall be liable for any damage caused to building floors, walls, columns, standard booth equipment, or other sponsors' property, including, without limitation any injury or damage resulting from Sponsor and/or Exhibitor's failure to distribute the demonstration materials and products in conformity with the maximum floor load specifications or to comply with any of the Event rules and regulations. However, nothing contained in this Agreement shall be construed or is intended to be construed as a waiver of the City's rights, privileges, immunities, or limitations as defined in Section 768.28, Florida Statutes.
- c. **Event Costs.** Sponsor and/or Exhibitor is responsible for all expenses associated with its demonstration materials and products, equipment, exhibits, demonstration booth(s) and all space utilized by Sponsor and/or Exhibitor surrounding the demonstration booth(s). Sponsor and/or Exhibitor expressly acknowledges that it is responsible for all activation and electricity costs associated with its demonstration materials and products and its demonstration booth(s).

- 9. **Indemnification.** Sponsor and/or Exhibitor agrees to indemnify and hold harmless EMERGE AMERICAS, its directors, officers, employees and agents from and against all claims, losses, expenses, liabilities and damages arising out of or relating to any breach of this Agreement (including any rules and regulations previously shared by EMERGE AMERICAS) by Sponsor and/or Exhibitor or the negligence or willful misconduct of Sponsor and/or Exhibitor, its employees, agents or representatives in performing this Agreement. Sponsor and/or Exhibitor agrees to protect, indemnify, defend and hold harmless, EMERGE AMERICAS and respective Event Sites, and their respective employees, officers, directors and agents, against all claims, losses, and damages to persons or property, governmental charges or fines and attorneys' fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy, or use of the demonstration hall or a part thereof, excluding any such liability caused by the sole negligence of EMERGE AMERICAS, the Event Sites or their respective employees, officers, directors and agents.

EMERGE AMERICA agrees to indemnify and hold harmless the Sponsor/Exhibitor, its s directors, officers, employees and agents, for all claims, losses, expenses, liabilities and damages, including attorney's fees and costs arising out of or relating to any negligent acts or willful

misconduct of EMERGE AMERICAS, its directors, officers and employees.

However, nothing contained in this Section shall be construed or is intended to be construed as a waiver of the Sponsor's/Exhibitor's rights, privileges, immunities, or limitations as defined in Section 768.28, Florida Statutes.

10. **Limitation of Liability.** EMERGE AMERICAS' ENTIRE LIABILITY TO SPONSOR ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE PARTICIPATION FEE PAID HEREUNDER. IN NO EVENT SHALL EMERGE AMERICAS BE LIABLE TO SPONSOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL RELIANCE OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE EVENT, ITS CANCELLATION OR ANY CHANGES THERETO IN LOCATION, DATE OR OTHERWISE, WHETHER SUCH CLAIM IS BASED IN CONTRACT OR TORT, AND WHETHER OR NOT EMERGE AMERICAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EMERGE AMERICAS MAKES NO REPRESENTATIONS OR WARRANTIES TO SPONSOR AND/OR EXHIBITOR INCLUDING, WITHOUT LIMITATION, THE NUMBER OF PARTICIPANTS WHO WILL ATTEND THE EVENT, OR WHETHER THE EVENT IS AN EFFECTIVE METHOD OF MARKETING FOR SPONSOR AND/OR EXHIBITOR.
11. **Waiver of Rights.** Any rights of the parties hereto and their management under this Agreement shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of such party or any member of party's management, as applicable.
12. **Other Sponsors and/or Exhibitors.** Sponsor and/or Exhibitor hereby acknowledges and agrees that the benefits provided to Sponsor and/or Exhibitor hereunder are non-exclusive. Among other things, EMERGE AMERICAS has entered into, and may hereafter enter into, agreements with other individuals and entities that desire to (i) participate in the sponsorship of the Event or (ii) receive advertising and promotional benefits in connection with the Event.
13. **Disclaimer.** Sponsor and/or Exhibitor hereby acknowledges and agrees that EMERGE AMERICAS has made no representation or warranty herein or otherwise as to the manner, if any, as to which Sponsor and/or Exhibitor may benefit from the Advertising and Promotional Benefits.
14. **Relationship of Parties.** This Agreement does not create and shall not be construed by the parties or by any third person as creating any agency, partnership, joint venture, or employment relationship between the parties. The relationship of the parties under this Agreement shall be solely that of independent contractors. Each party shall be solely responsible for the conduct of its respective agents and employees in connection with that party's performance of this Agreement and none of the parties shall have any power or authority under this Agreement to act as the partner, agent or representative of the other party with regard to any matters within or beyond the scope of this Agreement.

15. **Miscellaneous.** Any party may assign any of its rights or delegate any of its obligations hereunder; provided that no assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder. In the event of conflict between or among this Agreement and any confirmation, invoice, delivery instructions or other communication from Sponsor and/or Exhibitor or its agent, the terms of this Agreement will control.
16. **Further Assurances.** Sponsor and/or Exhibitor agrees to execute and deliver such further instruments and perform such further acts and things as may be reasonably necessary or required to carry out the intent and purposes of this Agreement.
17. **Applicable Law.** This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Florida.
18. **Disputes.** In the unlikely event of a dispute arising under or relating to this Agreement, the dispute shall be decided by confidential binding arbitration in Miami, Florida, before one (1) arbitrator and administered by the American Arbitration Association pursuant to its commercial arbitration rules then in effect. The prevailing party shall be awarded reasonable attorneys' fees and its costs, including the costs of arbitration and fees of the arbitrator. The parties agree that the courts of the State of Florida shall have exclusive jurisdiction regarding the enforcement of any award rendered, and both parties waive formal service of process in any action to enforce an award, such that service of process in any action to enforce an award shall be deemed effective upon transmission of a copy of the complaint or petition to said party in the manner prescribed for notices under this Agreement.
19. **Notice.** All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) personally delivered, (b) sent by reputable international overnight courier (c) sent by fax (provided a confirmation copy is sent by one of the other methods set forth above) or (d) sent by email transmission to the contact information set forth on the first page of this Agreement (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof)

CITY OF DORAL
Manuel Pila
manuel.pila@cityofdoral.com
8401 NW 53rd Terrace,
Doral, FL 33166
20. **Headings.** The section and subsection headings contained in this Agreement are for purposes of convenience and reference only, and shall not affect in any way the meaning or interpretation of this Agreement.
21. **Entire Agreement.** This Agreement supersedes any prior agreements or understandings between the parties, whether express or implied or written or oral, and constitutes the entire understanding of the parties as to the matters set forth herein. Neither party shall be bound by any representations, warranties, promises, statements or information as to the matters which are the subject of this Agreement, unless such are specifically set forth herein. The word "including"

followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

22. **Severability.** This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Agreement, or the application thereof to any person or circumstances shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
23. **Amendments.** No attempted amendment, modification, termination, discharge or amendment of this Agreement shall be effective unless it is in writing and signed by both parties hereto. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.



Connie Diaz

City Clerk

1/23/2024