**EVENT SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between CAT ANGELS PET ADOPTIONS INC. with an office at 959 N Harrison Ave, Cary, NC 27513 (“CAT ANGELS”) and the sponsor identified below ("Sponsor").

**RECITALS**

CAT ANGELS is hosting the following event: Black Cat Gala: A Benefit for Cat Angels Pet Adoptions on October 27, 2019 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. ***CAT ANGELS Obligations***. In consideration for Sponsor's participation in the Event, CAT ANGELS shall provide the Sponsor the benefits set out in Appendix, 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 CAT ANGELS a fee (the "Sponsorship Fee"), as set out below:

PLATINUM SPONSORSHIP - $5,000 or

GOLD SPONSORSHIP - $2,500 or

SILVER SPONSORSHIP – $1,000 or

BRONZE SPONSORSHIP - $500 or

FRIENDS SPONSORSHIP - $250

The Sponsorship Fee is payable to Cat Angels Pet Adoptions Inc., due on date of Agreement signing.

3. **Sponsor Trademarks/Sponsor Materials.** Subject to the terms and conditions of this

Agreement, Sponsor grants to CAT ANGELS the right to use Sponsor's trademarks, trade names,

and logo designs and company descriptions as prepared and delivered to CAT ANGELS by Sponsor (“Sponsor Materials”), in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Event and in accordance with Sponsor's trademark usage guidelines.

4. **Indemnity**

4.1 CAT ANGELS shall not be responsible for any loss of or damage to property of Sponsor, its

employees, agents, contractors or assigns nor for any personal injury to Sponsor's officers,

directors, employees, agents, contractors and/or invitees except to the extent any such claims

may be directly and solely attributable to the gross negligence or willful misconduct of

CAT ANGELS, its directors, officers, and/or employees.

4.2 Sponsor shall indemnify, defend, and hold CAT ANGELS harmless from and against any claims arising out of, or relating directly or indirectly to, content on their respective web sites, use of Sponsor’s trademarks and logos, and Sponsor Materials.

4.3 Sponsor will give CAT ANGELS prompt written notice of any claim or suit coming within the purview of these indemnities.

5. **Limitation of Liability.** Except with respect to Section 8.3, in no event shall either party be

liable to the other party for any incidental, consequential, indirect, or punitive damages

(including but not limited to lost profits) regardless of whether such liability is based on breach

of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise

and even if advised of the possibility of such damages. Notwithstanding anything else in this

Agreement, CAT ANGELS's liability for any claim against CAT ANGELS shall be limited to the funds available in its own bank account at the time of the claim.

6. **Representations.** Each party hereby represents and warrants that it has the full power to

enter into and perform according to the terms of this Agreement.

7. **Term and Termination**

7.1 Term. Subject to the terms and conditions herein, this Agreement shall be effective upon

the Effective Date and shall continue through November 3, 2019, one week past the event date,

unless earlier terminated as otherwise provided in this Agreement (the "Term").

7.2 Termination by CAT ANGELS. CAT ANGELS shall be entitled to cancel the Event and/or terminate this Agreement at any time for any reason. In the event CAT ANGELS terminates this Agreement for any reason other than Sponsor's breach CAT ANGELS shall refund any fees received from Sponsor, and at Sponsor’s expense, return any materials, and equipment, hardware and/or software loaned by Sponsor for the Event.

7.3 Termination by Sponsor; Effect of Termination

a) Sponsor may terminate this Agreement for breach by CAT ANGELS after giving CAT ANGELS at least ten (10) days prior written notice specifying the nature of the breach and giving CAT ANGELS no less than ten (10) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the tenth day. If breach occurs fewer than ten (10) days prior to the Event, Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event.

b) If CAT ANGELS terminate this Agreement for Sponsor's breach, CAT ANGELS 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 CAT ANGELS’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.

7.4 Survival. In the event of termination or expiration of this Agreement, paragraphs 4, 5, 6, 7

and 8 shall survive.

8. **Miscellaneous**

8.1 Notices. All notices, authorizations and requests in connection with this Agreement shall be

deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or

registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent

by fax as indicated by a fax confirmation sheet; and sent to the address in the recitals. Sponsor

agrees to send a copy of any notices, via email to: elizabethtownscatangels@gmail.com

8.2 Relationship. This Agreement does not constitute and shall not be construed as

constituting a partnership, or joint venture relationship between or among the parties.

8.3 Confidentiality. Each party expressly undertakes to retain in confidence all information and

know-how transmitted to it by the other party that the disclosing party has designated as

proprietary and/or confidential or that, by the nature of the circumstances surrounding the

disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make

no use of such information and know-how except under the terms, for the purposes of and

during the existence of this Agreement. Each party's obligation under this Agreement with

respect to any particular information shall extend to the earlier of such time as such

information is publicly available through no fault of the receiving party or five (5) years

following termination of the Agreement.

8.3 Governing Law/Jurisdiction. This Agreement shall be governed and interpreted in

accordance with the laws of North Carolina. Sponsor consents to the exclusive

jurisdiction and venue of the courts in North Carolina.

8.4 Assignment. This Agreement may not be assigned by either party without prior written

consent of the other party.

The sponsor agrees to purchase a sponsorship package at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ level.

The parties have executed this Agreement as of the date set out below:

CAT ANGELS PET ADOPTIONS INC. and (SPONSOR)

(Corporate Sponsor Name):

Signature:

Please print name:

Title:

Date:

Cat Angels Pet Adoptions

Signature:

Please print name:

Title:

Date: