



SPONSOR/EXHIBITOR AGREEMENT

- **STATION: KUTV**
- **EVENT: HEALTH EXPO 2017**
- **DATE/TIME: SATURDAY, FEBRUARY 25, 2017 / 9AM – 6PM**
- **LOCATION/VENUE: South Towne Expo Center
9575 State Street
Sandy, UT 84070**
- **SPONSOR/EXHIBITOR NAME AND ADDRESS:**
 - **CONTACT PERSON:**
 - **PHONE:**
 - **EMAIL:**

Listing for the Expo Print Program: _____ **business name**
_____ **website**
_____ **phone #**

Short description of your business/service:

Please describe your booth display. Will you be distributing products, etc.? Be as specific as possible.

SPONSOR/EXHIBITOR COMMITMENT

For your commitment of \$ _____ Sponsor/Exhibitor has chosen the options described on the attached “Exhibit B” which is incorporated as part of this Agreement, entitled “Sponsorship and Exhibit Commitment Options”.

PAYMENT TERMS

TERMS AND CONDITIONS

This Agreement and the attached and incorporated Exhibits A, B and C (only applicable if there is a broadcast schedule) contain the entire agreement of the parties with respect to the subject matter, and supersedes any prior written or oral understandings of agreements between the parties. Any change to this agreement must be in writing, and agreed to by the authorized signatures of both parties, and their signatories.

Accepted and agreed as of the _____ day of _____, 20__ by the following:

SPONSOR/EXHIBITOR:

STATION:

Signature: _____
Print name: _____
Title: _____

Signature: _____
Print name: _____
Title: _____

EXHIBIT A

TERMS AND CONDITIONS

SPONSOR/EXHIBITOR AND STATION AGREE THAT THE FOLLOWING TERMS AND CONDITIONS FORM A PART OF THE AGREEMENT BETWEEN THEM WITH RESPECT TO SPONSOR/EXHIBITOR'S PARTICIPATION IN THE EVENT. SPONSOR/EXHIBITOR'S ADHERENCE TO THESE TERMS AND CONDITIONS ARE ESSENTIAL TO SPONSOR/EXHIBITOR'S PARTICIPATION.

SECTION 1: ON-AIR PROMOTION

Broadcast schedules and promotions for the Event will run from **December 17, 2015 – February 26, 2016**. Please note that only rates supplied by Station in conjunction with this special offer will be considered in determining flight schedules. Annual or quarterly rates at any other time are not applicable.

Upon mutual agreement of Sponsor/Exhibitor's ad schedule, the schedule will be incorporated with this Sponsor/Exhibitor Agreement and is subject to Station's Standard Conditions attached as Exhibit C .

SECTION 2: CANCELLATION POLICY

THIS AGREEMENT CANNOT BE CANCELED. IF SPONSOR/EXHIBITOR CANCELS ITS PARTICIPATION FOR ANY REASON, SPONSOR/EXHIBITOR REMAINS RESPONSIBLE FOR ITS ENTIRE CONTRIBUTION AMOUNT.

SECTION 3: SALE OF MERCHANDISE AND/OR SAMPLE HANDOUTS

Sponsors/Exhibitors wishing to sell merchandise or distribute free samples at the Event must first obtain written permission from Station and the Location/Venue. Approval to sell merchandise or hand out samples will be granted on an individual basis at the Station's discretion. If permission to sell merchandise is granted, Sponsors/Exhibitors must have in advance, and display at their booth, their state Sales Tax Identification Number. No Sponsor/Exhibitor will be permitted to sell items otherwise. Distribution of reasonably-sized free food samples are permitted, however Sponsor/Exhibitor must notify Station in advance. Sales of any food or beverage are not permitted.

SECTION 4: MEDICAL TESTING

For medical testing of an invasive nature, or that involving bodily fluids, Sponsors/Exhibitors must have a current CLIA from the state health department applicable to the Location/Venue. All Sponsors/Exhibitors must notify their Station's sales representative beforehand to receive approval for any testing and screening.

SECTION 5: UTILITIES/SERVICES

Sponsor/Exhibitor acknowledges that utility services including electric, water, sewer, and internet are provided exclusively by the Location/Venue. Station shall not be responsible for technical difficulties or service interruptions of any kind.

Electricity may be ordered by Dave Jackman. If you have any questions or need assistance please email us at djackman@modernexpo.com referencing KUTV Health Expo 2016 or call (801) 983-8117.

Utilities and Services may be ordered by Jordyn Elwell, (385) 468-2260. If you have any questions or need assistance, please reference KUTV Health Expo 2016 and call South Towne Expo Center, Jordyn Elwell, (385) 468-2260 or email jordyne@southtowneexpo.com.

Telecommunications services are provided by Jordyn Elwell and may be ordered by calling (385) 468-2260 or emailing jordyne@southtowneexpo.com.

SECTION 6: INSURANCE

Sponsor/Exhibitor shall provide to Station a Certificate of Insurance showing coverage of at least One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) total for:

- General Liability (all Sponsor/Exhibitors participating in the KUTV2 Health Expo at the 9575 State Street, Sandy, UT 84070.
- Automobile (for Sponsor/Exhibitors planning to bring a mobile unit or vehicle into the venue)
- Product Liability (for Sponsor/Exhibitors planning to sample)
- Professional Liability (for Sponsor/Exhibitors providing health testing)

Certificate of Insurance must name the following entities as Additional Insured Parties:

Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road, Cockeysville, MD 21030
WSMH, Inc., dba KUTV, 299 S. Main Street, Suite 150, Salt Lake City, Utah 84111
South Towne Expo Center, 9575 State St., Sandy, UT 84070

All certificates must be received at least thirty (30) days prior to the Event, and are subject to approval by Sinclair Broadcast Group, Inc. Sponsors/Exhibitors may not participate in the Event in any way until the Certificate of Insurance has been approved.

Certificate of Insurance should be directed to **Suzanne Viehweg, sviehweg@kutv2.com** and to her attention at: **KUTV, 299 S. Main Street, Suite 150, Salt Lake City, Utah 84111**

SECTION 7: LICENSE

Sponsor/Exhibitor grants Station the perpetual, irrevocable, and world-wide use of any broadcast, mobile, or web footage taken at the Event in any media including, but not limited to: Sponsor/Exhibitor, its employees, participants, invitees, its display and/or booth including any merchandise or items therein, its logo or other copyrighted or trademarked items in any and all media for any purpose relating solely to the Event.

SECTION 8: RELEASE FROM LIABILITY

Sponsor/Exhibitor agrees to INDEMNIFY, RELEASE, FOREVER DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO MAKE A CLAIM OR SUE Station, Sinclair Broadcast Group, Inc., their subsidiaries and divisions, all sponsors of the event, their owners, stockholders, directors, board of trustees, officers, employees, agents, insurers, representatives, successors, heirs and assigns, and each and every person acting by, through, under, or in concert with them ("Released Parties") from all manner of action or actions, cause or causes of actions, at law or in equity, suits, claims, demands, liability, cost or expense of any nature, known or unknown, fixed or contingent ("Claims") which Sponsor/Exhibitor may have against the Released Parties (or which any third party has against Released Parties relating to, or result of, Sponsor/Exhibitor's actions or omissions, or product(s)/service(s) provided by

Sponsor/Exhibitor) by reason of any injuries or damages that may be sustained as a result of, or incident to Sponsor/Exhibitor's participation in the Event.

Sponsor/Exhibitor agrees that if it commences, joins in, or in any way seeks relief through any suit arising out of, based upon, or relating to any of the claims released above, or in any way asserts against the Released Parties any of the Claims released above, then it will pay to the Released Parties, in addition to any other damage caused to the Released Parties thereby, all costs, including but not limited to attorney's fees, incurred by the Released Parties in defending or otherwise responding to said suit, action or claims.

EXHIBIT B

EXHIBITOR/SPONSOR BENEFITS/ELEMENTS

SPONSOR/EXHIBITOR AND STATION AGREE THAT THE FOLLOWING LIST OF BENEFITS/ELEMENTS FORM A PART OF THE AGREEMENT BETWEEN THEM WITH RESPECT TO SPONSOR/EXHIBITOR'S PARTICIPATION IN THE EVENT.

The Station will provide the following benefits/elements to the Sponsor/Exhibitor: