

BHIFF 2023 SPONSORSHIP AGREEMENT

This Sponsorship Agreement, “the Agreement,” is entered into between “the Sponsor,” and Beyond Hollywood International Film Festival (BHIFF), for valuable consideration and in accordance with the terms and conditions set out herein. This sponsorship is for the purpose of 2023 Beyond Hollywood Int’l Film Festival, “the Event.”

I. BHIFF Obligations

In exchange for the consideration specified herein, BHIFF is responsible to provide the Sponsor with the following benefits outlined in 2023 Sponsorship Deck according to package secured by Sponsor.

II. Sponsor Obligations

In exchange for the benefits, Sponsor shall make specified payment online through BHIFF website or www.givebutter.com/bhiff2023 in order for agreement to be initiated. Amount and start date will be on receipt of purchase.

III. Sponsor Trademarks

The Sponsor grants BHIFF a limited license and right to make use of Sponsor’s trademarks, logos, company name, and company description for the purpose of promotional material and to market or advertise. The Sponsor is responsible for providing such materials in a medium that BHIFF is capable of using. BHIFF shall use the materials provided by Sponsor in connection with the Event and shall not be used past the Event date except with express permission from the Sponsor.

Sponsor materials may be used to generate interest in the Event, garner goodwill, create further sponsorship opportunities, pursue and secure additional funding or funding opportunities, or further advertise for the Event.

IV. Indemnity

The Sponsor shall indemnify, defend and hold BHIFF harmless from and against any claims relating to or arising out of the sponsorship proposed in this Agreement, use of Sponsor materials, or sponsor’s connection to the Event.

V. Term

This Agreement becomes effective upon the date of last signatory. This Agreement may be terminated by either Party provided that the termination is written and delivered to the non-terminating Party in a timely manner. Sponsor and BHIFF acknowledge that any termination which results in a substantial impairment or monetary loss to either Party permits the non-terminating Party to pursue legal remedies except as specified herein.

This Agreement shall terminate on (May 7, 2023), following the Event and fulfillment of the obligations contained herein.

VI. Breach

If Client fails to render payments in accordance with the terms and conditions of this Agreement or is in material breach of the terms and conditions of this Agreement, the Client is deemed to have breached this Agreement. The Venue shall inform the Client in writing of their breach and shall thereafter be permitted to seek all available legal remedies including those permitted in law or in equity. The Venue shall not be required to return any monies to the Client in the case of Client default.

Neither Party shall be deemed in breach of this Agreement if the Party terminates due to the non-terminating Party's behavior reflecting poorly on the terminating Party's personal or proprietary interests. If a Party believes that an action or inaction of the other negatively affects the first Party's image, they are free to terminate this Agreement on written notice to the other.

VII. Assignment

The Parties are not permitted to assign or in any way transfer this Agreement to any third party without prior written agreement signed by the party against whom enforcement is sought. Any assignment shall be deemed void and without effect and shall render this Agreement invalid.

VIII. Entire Agreement

This Agreement, including the addendums referenced herein and attached hereto, constitutes the entire Agreement between the Parties. No communications, representations, or statements made prior to or contemporaneously with this Agreement shall be deemed effective.

Modifications or later agreements shall be deemed effective only if they are expressly conveyed in writing and signed by both Parties.

IX. Governing Law

This Agreement and any dispute arising under or relating to it will be governed under the laws of the State of California. Both Parties expressly consent to the personal jurisdiction of the state and federal courts of California. The Parties further agree that these courts shall have exclusive jurisdiction over any such action or proceeding.

X. Severability

If for any reason any competent court with jurisdiction deems that any provision within this Agreement is void, invalid, or ineffective, the remaining provisions shall continue with full force and effect.

XI. Authority

The Parties represent, covenant, and acknowledge that each has full authority and capacity to enter into this Agreement and uphold the terms and conditions stated herein.

I have read, understood, and hereby accept all terms and conditions as set forth in this Agreement.