

20 Bay Area UASI 23 PUBLIC SAFETY PREPAREDNESS SUMMIT

SPONSORSHIP PROSPECTUS

The Bay Area Urban Areas Security Initiative (BAUASI) is proud to present the **2023 Public Safety Preparedness Summit**. This event provides a collaborative, innovative, relationship-rich environment for public safety, emergency management, public health, emergency medical services, public information, alert and warning, fire services, law enforcement, information technology, and partnering organizations to come together in-person. The Summit includes three full days of seminar and training sessions with keynote speakers, panel discussions, and networking opportunities.

This three-day event involves more than 500 public safety professionals and private sector partners across the Bay Area, California, and other U.S. jurisdictions. Sponsorships will allow these participants to strengthen crossagency relationships and engage with private-sector vendors through a networking reception on Wednesday November 15, 2023.

Sponsoring organizations are encouraged to attend the Summit, at no cost, which features five concurrent discipline-focused seminars: (1) Mass Notification (2) Domestic Violent Extremism (3) Cyber Resilience (4) Securing the Cities and (5) Grants Management. Registration and program details are available at BayAreaUASI.org/summit.

Please review the following sponsorship options and complete the enclosed Sponsorship Application to confirm your sponsorship level. Please note: We will not be accepting shared (or "splitting") sponsorship levels, each organization must purchase their own sponsorship.

NOTE: The Bay Area UASI continues to closely monitor COVID-19 and will implement necessary safety precautions in adherence with local and state public health guidelines at the 2023 Public Safety Preparedness Summit.

2023 SUMMIT SPONSORSHIP LEVELS

DIAMOND SPONSOR - \$10,000

Package includes:

- Recognition and signage at Summit Reception (Wednesday November 15th 5:00 7:00pm)
 - o Opportunity to welcome and address attendees of the Summit Reception
- Recognition and signage throughout the Summit on November 14-16, 2023, at the Marines' Memorial Club and Hotel in San Francisco
- Special recognition of sponsorship and signage during meal breaks on one day of the Summit, at the Marines' Memorial Club and Hotel in San Francisco
- Prominently displayed logo (with links to sponsor website where feasible) on
 - o UASI website Public Safety Preparedness Summit landing page
 - o Summit summary materials distributed to attendees
- Contact information included in Summit Summary Report distributed to all attendees
- One 30-minute feature presentation during lunch session must be educational and provide
 participants with practical information they can use in their own jurisdictions and organizations.
 Sponsors are encouraged to co-present with a Bay Area jurisdiction who has implemented their
 solution or used their services. Successful case studies are preferred to general overview presentations.

PLATINUM SPONSOR- \$7,500

Package includes:

- Recognition and signage at Summit Reception (Wednesday November 15th 5:00 7:00pm)
- Recognition and signage throughout the Summit on November 14-16, 2023, at the Marines' Memorial Club and Hotel in San Francisco
- Special recognition of sponsorship and signage during meal breaks on one day of the Summit, at the Marines' Memorial Club and Hotel in San Francisco
- Prominently displayed logo (with links to sponsor website where feasible) on
 - UASI website Public Safety Preparedness Summit landing page
 - o Summit summary materials distributed to attendees
- Contact information included in Summit Summary Report distributed to all attendees
- One 15-minute feature presentation during lunch session must be educational and provide
 participants with practical information they can use in their own jurisdictions and organizations.
 Sponsors are encouraged to co-present with a Bay Area jurisdiction who has implemented their
 solution or used their services. Successful case studies are preferred to general overview presentations.

GOLD SPONSOR- \$5,000

Package includes:

- Recognition and signage at Summit Reception (Wednesday November 15th 5:00 7:00pm)
- Recognition and signage throughout the Summit on November 14-16, 2023, at the Marines' Memorial Club and Hotel in San Francisco
- Prominently displayed logo (with links to sponsor website where feasible) on
 - o UASI website Public Safety Preparedness Summit landing page
 - Summit summary materials distributed to attendees

• Contact information included in Summit Summary Report distributed to all attendees

SILVER SPONSOR- \$2,500

Package includes:

- Recognition and signage at Summit Reception (Wednesday November 15th 5:00 7:00pm)
- Prominently displayed logo (with links to sponsor website where feasible) on
 - UASI website Public Safety Preparedness Summit landing page
 - o Summit summary materials distributed to attendees
- Contact information included in Summit Summary Report distributed to all attendees

BRONZE SPONSOR- \$1,000

Package includes:

- Prominently displayed logo (with links to sponsor website where feasible) on
 - o UASI website Public Safety Preparedness Summit landing page
 - o Summit summary materials distributed to attendees
- Contact information included in Summit Summary Report distributed to all attendees

Please complete the Sponsor Application on the following page to confirm your preferred sponsorship level.













Completion of this form indicates a commitment to become a sponsor of the 2023 Bay Area UASI Public Safety Preparedness Summit. Receipt of this agreement confirms the Sponsor's understanding of, and agreement to the attached 2023 Bay Area UASI Public Safety Preparedness Summit Corporate Sponsor Terms and Conditions.

The following information and any questions should be submitted via email to Patty Magallanes at patty@sensemakersllc.com.

Sponsor Name of Corporation/Organization: Click or tap here to enter text.

Sponsor Address: Click or tap here to enter text.

Point of Contact Name: Click or tap here to enter text.

Point of Contact Position Title: Click or tap here to enter text.

Point of Contact Email Address: Click or tap here to enter text.

Point of Contact Phone Number: Click or tap here to enter text.

Desired Level of Sponsorship – Select One:

- ☐ Diamond Sponsor \$10,000
- ☐ Platinum Sponsor \$7,500
- ☐ Gold Sponsor \$5,000
- ☐ Silver Sponsor \$2,500
- ☐ Bronze Sponsor \$1,000













1. AGREEMENT

These terms and conditions of sponsorship (the "Terms and Conditions") are entered into by the Sponsor ("Sponsor"), whose name is set forth on the above 2023 Bay Area UASI Public Safety Preparedness Summit (the "Event") Sponsor Application (the "Application"), and the Bay Area Urban Areas Security Initiative through its designated representative, SenseMakers LLC ("BAUASI"). Together, the Application and these Terms and Conditions (collectively, the "Agreement") shall govern the performance of the Sponsor (the "Sponsorship"), as described further in this Agreement. Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Application. Unless otherwise specifically noted, all references in these Terms and Conditions to paragraphs or sections will refer to the paragraphs and sections of these Terms and Conditions. BAUASI reserves the right to adopt additional regulations and to modify these Terms and Conditions, as may be deemed necessary by BAUASI for the general success of the Event.

2. PAYMENT & CANCELLATION POLICY

Full payment must be received by the designated representative prior to the Event and in accordance with any instructions provided with the notice that the Application has been accepted or invoice provided to secure the Sponsorship. Agreements received less than 30 days prior to the Event must be paid in full at the time of Application submission. Without full payment, BAUASI cannot guarantee and will not reserve the Sponsorship for Sponsor. Sponsor may cancel only by giving written notice to BAUASI and complying with the terms hereof. If a Sponsor delivers written notice at least thirty (30) days prior to the Event, BAUASI will provide a full refund of the Sponsorship fee. If the Event is cancelled due to Federal, State, or local regulations, exhibitors and/ or sponsors will receive a full refund to the extent that the funds are available to the BAUASI. Sponsorships are non-transferable.

3. TERM

The term of the Agreement shall commence on the date hereof and shall continue in full force and effect until the conclusion of the Event.

4. COMPLIANCE

Sponsor agrees to comply with all rules, regulations, and policies of BAUASI and/or the Event, as currently in existence and as may be adopted hereafter by BAUASI or its designated representative.

5. SPONSORSHIP APPROVAL; LOGO; COMPANY RECOGNITION

All Sponsorship activities and promotions are subject to approval by BAUASI through its designated representative. BAUASI reserves the right to restrict, prohibit, or remove any activity, material, or promotion by Sponsor which, in its opinion and at its sole discretion, becomes objectionable for any reason and may detract from the general character of the Event. Such activities and promotions may include, but are not limited to, persons, objects, conduct, printed materials and anything which BAUASI determines to be objectionable. In no event shall BAUASI be liable for any expenses incurred as a result of such restriction, prohibition or removal. Upon Agreement, Sponsor may provide BAUASI with multiple versions of company logo. BAUASI will select the best version of company logo for the most effective collateral production. A Sponsorship shall exist under one (1) corporate brand name only. Sponsorship cannot be shared between two (2) or more entities.

6. SPONSORSHIP MATERIALS: INTELLECTUAL PROP

BAUASI, through its designated representative, retains complete control over the design of all materials produced to fulfill the Sponsorship. All materials, prepared by the Sponsor and used to advertise the Event shall remain the property of BAUASI. If the materials contain a BAUASI logo, the materials must also contain the following: (i) the Date of the Event; (ii) the name of the Event; and

(iii) the BAUASI Event Logo provided by BAUASI specifically for the Event. Under no circumstance can Sponsor use a BAUASI Logo for any other purpose. BAUASI hereby grants Sponsor a limited, royalty free, fully paid-up, non-exclusive, non-transferable, terminable right and privilege to use the specifically provided BAUASI Logo for the sole purpose of marketing the Event as described above. No other right, property, license, permission or interest of any kind in or to the use of any intellectual property rights of BAUASI is or is intended to be given to, transferred to, or acquired by Sponsor. Sponsor agrees to comply with the marking provisions of the trademark laws of the United States. Sponsor agrees that its use of the BAUASI Logo inures to the benefit of BAUASI and that Sponsor shall not acquire any rights as a result of this limited license. Any use of BAUASI's intellectual property that exceeds the limited license set forth above shall constitute a material breach of this Agreement. BAUASI's use of Sponsor's name and logo pursuant to the Sponsorship/Exhibit does not convey BAUASI's approval, endorsement, certification, or referral of any product or service provided by Sponsor/Exhibitor.

7. VENDOR EXPO (reserved)

8. COSTS & EXPENSES

All costs, fees, and expenses not directly covered as benefits of Sponsorship are the full responsibility of the Sponsor.

9. INDEPENDENT CONTRACTOR

Each party is an independent contractor. This Agreement does not constitute either party as an agent, representative, or partner of the other and neither shall have the authority to enter into contracts or obligations on the other's behalf. Each party shall be solely responsible for all debts and obligations incurred by it in performing its obligations under the Agreement, including, without limitation, all obligations to and in respect of its employees, and each party agrees to indemnify the other to the extent a party is held to be liable for a debt or obligation of the other party under this paragraph.

10. CONFIDENTIALITY

"Confidential Information" means information exchanged by the parties that is not generally known to the public and at the time of disclosure is identified as or would reasonably be understood by the receiving party to be, proprietary or confidential. Confidential Information may be disclosed by a party in oral, written, visual, electronic, or other form. The party receiving any such Confidential Information ("Receiving Party") will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from the party disclosing such Confidential Information ("Disclosing Party") as the Receiving Party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care).

11. COMPLIANCE WITH LAWS

Sponsor will perform all of its obligations to BAUASI in compliance at all times with all United States federal, state, and local laws, rules, statutes, enactments, orders, and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to, any of the foregoing that are applicable to Sponsor in performing its obligations for the Event. Sponsor is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for ownership or leasing of assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized, or qualified would not have a material adverse effect on Sponsor's ability to fulfill its obligations under this Agreement.

12. INDEMNIFICATION

Sponsor agrees to indemnify and hold BAUASI, the Event facility and its owners, officers, committees, directors, employees and agents (collectively, the "Indemnitees") harmless from any and all claims, damages, costs, losses, expenses, causes of action, liabilities, and obligations of whatever nature or type, which the Sponsor has, or may have, or which have been, or could have been, or in the future otherwise might have asserted against it in connection with acts of the Sponsor, its directors, shareholders, officers, agents, or employees. Upon delivery of the Application and payment, Sponsor expressly releases the Indemnitees from any and all claims for loss, damage or injury to the full extent allowed by law.

13. NOTICES

Notices (including any consent or communication hereunder) must be in writing and may be given by first class mail (return receipt requested) or hand delivered to Bay Area Urban Area Security Initiative, 1663 Mission Street, Suite 320, San Francisco, CA 94103 for BAUASI, and to the address set forth on the Application, as supplied by Sponsor. Either party may change its notice address by using this procedure.

14. TERMINATION

In the event that the Event does not occur, BAUASI will refund the Sponsorship payment to Sponsor within sixty (60) days of providing notification to Sponsor of termination of the Event to the extent such funds are available or recoverable. BAUASI may terminate this Sponsorship Agreement at any time in the event of material breach of this Sponsorship Agreement (including without limitation non-payment of fees) by Sponsor. BAUASI may terminate this Sponsorship Agreement without cause upon written notice provided to Sponsor no less than ten (10) days prior to the Event. In the event that BAUASI terminates the Sponsorship Agreement following a material breach, Sponsor shall receive no refund of the Sponsorship fee. However, if terminated by BAUASI without cause, BAUASI will refund one hundred percent (100%) of the total Sponsorship fee that Sponsor has paid as of the date of notice within sixty (60) days of providing such notice to the extent such funds are available or recoverable.

15. MISCELLANEOUS

- <u>15.1</u> <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of California, exclusive of its conflicts of law rules. Venue for any action arising under or to enforce this Agreement shall lie exclusively in San Francisco, California.
- <u>15.2</u> <u>Amendments to the Agreement</u>. No term of this Agreement may be amended, modified or waived without the express written permission of each party hereto.
- 15.3 Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BAUASI MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EVENT, SPONSORSHIP OF THE EVENT AND SPONSORSHIP BENEFITS AND ANY OTHER SERVICE PROVIDED BY BAUASI HEREUNDER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.
- 15.4 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING LOST PROFITS REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE SPONSOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY.
- 15.5 <u>Force Majeure.</u> BAUASI shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from an Act of God, terrorism, civil disturbance, court order, natural disasters, declaration of emergency, wars, riots, actions by Federal, state or local governments, or any other circumstances or causes beyond the reasonable control of BAUASI or its suppliers.









