



BSIDES ST PETE SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made as of _____ (the "Effective Date"), by and between _____, a _____ corporation having an address at _____ (the "Sponsor"), and BSides St. Pete, an fiscally sponsored project of The Cyber Ohana Project, Inc whose identity is organized under the laws of Florida, with its principal place of business at 5922 9th Ave North St. Petersburg, FL 33710 (the "Event Organizer").

1. Sponsorship Level:

The Sponsor has selected the _____ Sponsorship level for the BSides St. Pete 2025 event as outlined in the Sponsorship Package, and agrees to pay a sponsorship fee of _____ to the Event Organizer.

2. Sponsorship Benefits:

The Event Organizer agrees to provide the sponsorship benefits related to the _____ Sponsorship level as described in the Sponsorship Package.

3. Payment Terms:

The Sponsor agrees to pay the sponsorship fee within thirty (30) days of Sponsor's receipt of a correct and undisputed invoice. All payments shall be made by check, payable to "Cyber Ohana Project," with "BSides St Pete" indicated in the memo line. All payments shall be non-refundable and shall be sent to:

Cyber Ohana Project
ICO BSides St. Pete
5922 9th Ave North
Saint Petersburg, FL 33710

4. Sponsor's Promotional Materials:

The Sponsor shall provide any logos, promotional materials, or swag for the event as per the selected sponsorship level within thirty (30) days of execution of this Agreement. All Sponsor promotional materials may be used by Event Organizer only in connection with the Event and subject to any limitations communicated to Event Organizer by Sponsor.

5. Termination:

Either party may terminate this Agreement with written notice. In the event of termination by the Sponsor, the Sponsor shall receive a pro-rata refund of any payments made under this Agreement. In the event that this Agreement or the Event is canceled for any reason by Event Organizer, Event Organizer will either: (1) provide Sponsor with a pro-rata refund of all fees prepaid but unused as of the effective date of termination or (2) provide Sponsor with a credit valid for use at another Event Organizer event within twelve (12) months of the originally scheduled/contracted for event.

6. Confidentiality:

Both parties agree to keep the terms of this Agreement confidential and not to disclose any

information relating to this Agreement or any information disclosed by the parties hereto to any third party without the prior written consent of the other party.

7. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

8. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral.

9. Indemnification:

Each party agrees to indemnify and hold the other party harmless from and against any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) that arise out of a party's breach of this Agreement, gross negligence or willful misconduct, subject to the limitations set forth herein.

10. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING COSTS OF PROCUREMENT OF SUBSTITUTE GOODS) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES HEREUNDER WILL NOT EXCEED THE AMOUNT PAID FOR THE RESPECTIVE PRODUCTS TO WHICH THE CLAIM RELATES, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

11. Sponsor Representations:

The parties represent and warrant that each party has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement, and that its performance under this Agreement will not violate any agreement between the a party hereto and any other third party.

12. Force Majeure:

Neither party will be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, or strikes.

13. Compliance with Laws:

Each party agrees to comply with all applicable laws, regulations, and ordinances in connection with its performance under this Agreement.

14. Assignment:

Neither party may assign this Agreement without the prior written consent of the other party.

15. Dispute Resolution:

Any disputes arising out of or in connection with this Agreement shall first be attempted to be resolved by negotiation between the parties. If the dispute cannot be resolved by negotiation, the parties agree to submit the dispute to binding arbitration.

16. Notices:

All notices under this Agreement should be sent to the address specified by each party, via registered mail, with a confirmation of receipt.

17. Amendments:

This Agreement can only be amended or modified by a written document signed by both parties.

18. Relationship of the Parties:

Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties. Each party shall maintain its separate and independent status.

19. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

20. No Waiver:

The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party's rights to subsequently enforce the provision.

21. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SPONSOR:	B-SIDES ST. PETE REPRESENTATIVE:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: