

WEALTH ALTERNATIVES, LLC d/b/a DIVERSE INVESTING
TERMS AND CONDITIONS
(SPONSORS)

These terms and conditions are incorporated into and part of the Sponsorship Agreement (“Agreement”) between Wealth Alternatives, LLC, a Florida limited liability company, d/b/a Diverse Investing (“Company”) and the sponsor listed on the Agreement (“Sponsor”).

Company provides education and training for participants who are interested in wealth development and growth strategies. Sponsor desires to become a sponsor of the program listed on the Sponsorship Agreement (the “Event”). The Agreement and these Terms and Conditions set forth the terms of Sponsor’s non-exclusive sponsorship of the Company’s programs in exchange for certain contributions by Sponsor to Company.

Sponsor acknowledges that just because Sponsor submits a signed Sponsorship Agreement does not mean that Company must accept such sponsorship. Company must confirm acceptance of the Event sponsorship in writing (may be electronic) and Sponsor must submit payment in full to Company as a condition precedent to the Agreement becoming effective.

SPONSORSHIP

Company will allow Sponsor to display Sponsor’s logo and other agreed upon information in Company’s marketing, advertising and promotional media based on the level of sponsorship selected. Below is a description of each level of sponsorship. Sponsor agrees to pay all fees in full at the time Sponsor signs the Agreement.

☐ **Platinum Sponsorship** - \$ _____. Company will designate to Sponsor thirty (30) minutes at the Event to present information about Company’s goods and services to Company’s program participants. Sponsor will also receive exhibition space on the day of the Event, signage at the Event, an ad in Company’s brochure.

☐ **Gold Sponsorship** - \$ _____. Company will designate to Sponsor fifteen (15) minutes at the Event to present information about Company’s goods and services to Company’s program participants. Sponsor will also receive exhibition space on the day of the Event, signage at the Event, an ad in Company’s brochure.

☐ **Silver Sponsorship** - \$ _____. Sponsor will receive exhibition space on the day of the Event, signage at the Event, an ad in Company’s brochure.

☐ **Bronze Sponsorship** - \$ _____. Sponsor will receive an ad in Company’s brochure.

Please note that Company is not required to provide a list of names, addresses, phone numbers, and/or e-mail addresses of its applicants or program attendees to third parties, including, without limitation, event sponsors; however, Company may do so in its sole and absolute discretion.

Sponsor may not allow a co-sponsor to advertise at the Event. Sponsor may not broker or otherwise subdivide or allow a third party to share in the sponsorship without Company’s prior written approval.

TERM AND TERMINATION

The initial term of the Agreement will begin with the date that Sponsor signs the Agreement; provided that Company accepts the Agreement in writing and Sponsor remits payment in full for the sponsorship fee. If Sponsor wishes to sponsor additional events, the parties must enter into a new agreement. **All sponsorship fees are non-refundable** except as set forth below.

The Agreement automatically terminates on midnight of the last day of the Event. If the Event is rescheduled, then the Agreement will remain in effect and expire on midnight on the last day of the rescheduled Event.

If Company considers or deems to be objectionable or inappropriate any materials or exhibits that Sponsor intends to present or presents at the Event, Company shall ask Sponsor to remove such materials or exhibits. If Sponsor does not immediately remove such materials or exhibits, then Company may remove and discard such materials or exhibits. In such an event, Company may immediately terminate the Agreement, prohibit Sponsor from attending or exhibiting materials at the Event, and no refund will be made to Sponsor.

Company reserves the right to cancel, rename, or relocate the Event or change the Event date. If Company changes the date of or relocates the Event (other than due to circumstances beyond Company’s control such as acts of war, emergency, unavailability of facility, natural disaster, etc.), Sponsor has the right to terminate the Agreement by providing written notice to Company within the earlier of five (5) days of receiving notice of an Event date change or relocation or two (2) days prior to the Event, and Company will issue Sponsor a refund based on the following:

- If Company already published a link to Sponsor’s website on Company’s website, then Company will retain \$300 and refund the remaining portion of the fee paid by Sponsor.
- If Company already published an ad in its brochure with Sponsor’s information, Company will retain \$200 and refund the remaining portion of the fee paid by Sponsor.
- If Sponsor attended the Event in any way (including speaking and/or exhibiting), then Sponsor is not entitled to any refund.

MATERIALS, CONFIDENTIALITY, INTELLECTUAL PROPERTY

Review of Materials: If requested by Company, Sponsor must present to Company for examination all written and visual materials it wishes to present at the Event and the exhibit at the Event within ten (10) business days of Company’s request. This provision is intended only for Company’s benefit in making sure materials presented are appropriate for the Event and creates no obligation or duty by the Company.

Use of Company Marks: Sponsor agrees that it shall use Company’s name, logo, service marks or trademarks (“Company Marks”) solely in connection with the sponsored Event. All Company Marks must be exhibited and displayed in the exact form provided by Company. Sponsor does not have the right to authorize any person or entity except for Sponsor to use the Company Marks. All materials containing Company Marks must be submitted to Company at least thirty (30) days prior to distribution or publication, and may not be used without Company’s prior written approval. All right, title, and interest in and to the Company marks, including all associated goodwill or in any copyright or other proprietary right existing now or created later, shall remain vested in the Company. Sponsor’s right to use any Company Marks terminates upon termination of the Agreement.

Representations and Warranties Regarding Intellectual Property Rights

Sponsor represents and warrants that Sponsor is the exclusive owner of all intellectual property rights (“Rights”) in the materials presented by Sponsor (or given by Sponsor to Company to include in other Company materials pursuant to the Agreement) (“Rights”) (materials referred to as “Sponsor Materials”). Company expressly disclaims and waives any Rights to such Sponsor Materials, provided that Sponsor grants to Company a non-exclusive license to Company and its applicants and program attendees to retain and use Sponsor Materials for their own purposes in connection with the Event.

Sponsor agrees to indemnify, defend, and hold harmless Company and its officers, directors, managers, employees, members, and contractors (each an “Indemnified Party”) from and against all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees and expenses) and all liabilities of every kind an nature incurred as a result of an Indemnified Party’s possession and/or use of the Sponsor Materials in connection with the Event, including, without limitation, claims involving violation of a third party’s intellectual property rights. This section (Representations and Warranties Regarding Intellectual Property Rights) shall survive termination of the Agreement.

Confidentiality

“Confidential Information” is all information marked as such and all other information which a reasonable person would consider to be confidential. Each party may use and reproduce the other party’s Confidential Information only for the purposes of the Agreement and only to the extent necessary for such purposes. This section (Confidentiality) survives termination of the Agreement.

EXHIBITOR RULES

Company or the facility at which the Event is located may from time to time issue rules governing exhibitors, including Sponsor. Such rules may include restrictions on materials, booth sizes, insurance requirements or other matters. Sponsor agrees to abide by any such rules or regulations issued by Company or the Event facility.

Sponsor may not exhibit, advertise, display, or otherwise publicize at the Event or in relation to this Agreement any item or service which competes with the services provided by Company.

RELATIONSHIP OF THE PARTIES

The parties are independent contractors as to each other and not agents, partners, or joint venturers of the other. The parties do not have any authority to represent or bind the other in any manner.

INDEMNIFICATION

Sponsor shall indemnify, defend, and hold harmless each Company Indemnified Party from and against all claims, demands, causes of action, costs and expenses, including attorneys’ fees arising out of or resulting from any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees and expenses), and all liabilities of every kind an nature incurred as a result of: (i) any breach by Sponsor of this Agreement or a representation or warranty contained herein; or (ii) any act or omission by Sponsor or its officers, directors, employees, or agents. This section (Indemnification) survives termination of the Agreement.

COMPLIANCE WITH THE LAW

The parties shall at all times comply with all applicable laws and regulations. Sponsor is responsible for obtaining any licenses, permits or approvals required by law related to any of Sponsor’s activities. Sponsor will be responsible for paying all taxes, license fees, use fees, royalties, charges, levies, or penalties that become due to any governmental authority in connection with Sponsor’s activities.

RECORDINGS AND COMMUNICATIONS

At times, Company or its designees may take photographs or recordings at Company events. Sponsor authorizes Company and its designees to take photographs or video or audio recordings of Sponsor and Sponsor’s property, which photographs and recordings shall be Company’s property to use for any lawful purpose without any royalty or other compensation owed to Sponsor. This section (Recordings and Communications) survives termination of the Agreement.

CONTACT INFORMATION

Sponsor grants Company permission to contact Sponsor regarding the Agreement, programs, the Event, and other related business by phone, fax, e-mail, text message, chat programs, social networking, automated voice broadcast dialers or any other means.

All notices are effective upon the earlier of the date of receipt or within five (5) days of dispatch. Notices to Company should be sent to:

Wealth Alternatives, LLC
P.O. Box 3535
Ponte Vedra Beach, FL 32004

If to Sponsor: Via the mailing address or e-mail provided on the Agreement.

Each party may update its contact information by notifying the other party in accordance with this provision. This section (Contact Information) survives termination of the Agreement.

MISCELLANEOUS

SPONSOR WAIVES ANY RIGHT TO TRIAL BY JURY FOR ANY MATTER ARISING UNDER THESE TERMS AND CONDITIONS OR THE AGREEMENT AND AGREES THAT ANY SUCH MATTERS SHALL BE HEARD BY A JUDGE ONLY.

The laws of the State of Florida govern this document and all related proceedings. Venue for any action under the Agreement or the Terms and Conditions shall be brought only in a court in Duval County, Florida and no other location.

The Agreement may not be assigned by Sponsor without Company’s express written consent.

The Agreement and these Terms and Conditions constitute the entire agreement between the parties and supersede all prior agreements, oral or written, relating to the Agreement or Event sponsorship.

The terms of this section (Miscellaneous) survive termination of the Agreement.

Acknowledged and Agreed to by:

Print Name: _____

Sponsor’s Signature: _____