

Last updated: August 7, 2025



PSV Sponsorship Agreement

Please read the below terms and conditions of your organization's event sponsorship of Private School Village (the "PSV event sponsorship"). Organizations that sponsor the PSV events are referred to as a "Sponsor."

1. Contract for Sponsorship

By signing and completing the PSV Event Sponsorship Application (the "Application") and paying the applicable fees for the desired sponsorship level, if accepted and approved by PSV in its sole discretion, Sponsor is entering into a binding legal agreement with Private School Village ("PSV") that includes all of the terms and conditions set forth in (a) the Application, (b) the 2025 Sponsor Prospectus (the "Prospectus"), (c) the PSV Event Sponsorship Attendee Terms & Conditions (the "Attendee Terms") and (d) this Sponsorship Agreement (collectively, the "Contract"). PSV and Sponsor are referred to in the Contract collectively as the "Parties" and individually as a "Party."

2. In-Person Event

Sponsor acknowledges that the PSV Event Sponsorships are a group of in-person events hosted at different venues in Los Angeles during the 2025-2026 school year.

3. Sponsorship Payment and No Refunds

Full payment of the sponsorship fee for the sponsorship level selected by Sponsor must be provided to PSV upon contract execution and is not refundable. PSV will not issue refunds, in whole or part, even if Sponsor does not participate in one or more of the PSV Event Sponsorships. The

sponsorship fee is an agreed-upon amount outlined in the PSV Event Sponsorship deck that precludes being able to even sign up to become a sponsor.

4. Event Venue & Sponsor Terms

a. Sponsorship Benefits:

The specific perks and recognition the sponsor receives, such as logo placement, speaking opportunities, or designate Sponsor area are outlined in the PSV Event Sponsorship deck that each Sponsor reviews prior to signing up to become a PSV Event Sponsor. These sponsorship benefits vary by event, venue, date, space and more.

b. Assignment of Sponsor Area at Venue

Placement of a Sponsor's area within the venue of any PSV Event Sponsorship opportunity is determined by PSV in its sole discretion and based on sponsorship level on a first-come, first-served basis. PSV will not consider requests to change areas at venues under any circumstances. No area may be set up at the in-person venue in any location not assigned by PSV.

c. Compliance with Schedule and Guest/Attendant

PSV shall determine, in its sole discretion, the times of operation of the venue location for Sponsors, which are subject to change without notice. Sponsor may only operate its activation/area at the venue while the venue is open and operating, within the operating times established by PSV and/or the venue. Sponsor must provide an attendant, who will staff and manage Sponsor's area at the venue during all times when the event venue is operating.

c. General Restrictions

Private School Village reserves the right in its sole discretion, without recourse by Sponsor, to control or prohibit any advertising or promotional materials made available or displayed which, in the sole opinion of PSV, is not suitable or in keeping with the character of the event or organization. In keeping with PSV's designation as a 501(c)(3) nonprofit corporation, no political

endorsements, advertising or commentary is permitted in the venue under any circumstances.

d. Distribution of Materials

Distribution of advertising and promotional materials, digital media, audio recordings and/or videos by the Sponsor or its agents is limited to Sponsor's assigned area at the venue. Advertising and promotional materials are not permitted to be sent to Event attendees without the prior advance approval of PSV. Noncompliance with this prohibition will result in the prompt removal of the Sponsor from the event. In addition to all other remedies that may be available to PSV for Sponsor's violation of the provision set forth in this paragraph, Sponsor may be required to pay additional fees imposed by the Event venue for distribution of marketing and/or promotional materials.

5. Advertising Placement for Sponsor and on PSV Website

Placement of sponsorship content/logo on PSV websites and Event related components of the PSV Sponsorship Events is determined by PSV in its sole discretion and provided based on sponsorship level on a first-come, first-served basis.

6. Registration and Attendance of Sponsor Employees as Guests/Attendees

It is the responsibility of each Sponsor to register their attending representatives using PSV's conference registration website after the sponsorship has been confirmed and the applicable fee paid by Sponsor. No Sponsor employees, representatives or agents are permitted to be on site at the in-person events unless they are registered as a Guest/Attendee.

7. Disclaimers and Limitation of Liability

PSV EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT AND ACCURACY OF INFORMATIONAL CONTENT.

PSV AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES,

CONTRACTORS, REPRESENTATIVES, AGENTS, ATTORNEYS, LICENSORS, SUCCESSORS AND ASSIGNS WILL NOT BE LIABLE TO SPONSOR UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (I) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR (II) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. SUBJECT TO THE ABOVE DISCLAIMERS SET FORTH IN THESE TERMS, THE AGGREGATE LIABILITY OF PSV AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, LICENSORS, SUCCESSORS AND ASSIGNS TO SPONSOR UNDER THESE TERMS OR IN RELATION TO SPONSORSHIP OF THE EVENT WILL NOT EXCEED THE SPONSORSHIP FEE PAID BY SPONSOR AND RECEIVED BY PSV. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPONSOR AGREES THAT ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.

PSV may require the sponsor to carry certain types of insurance coverage.

8. Additional Terms and Conditions

a. Licenses

Sponsor hereby grants PSV a perpetual, non-exclusive, transferable, assignable, sublicensable, royalty free, fully paid, worldwide right and license to use, display, transmit, and broadcast the names and trademarks of Sponsor in any manner or media of communication whether now existing or hereafter created for the exclusive purposes of promoting, advertising, marketing, and publicizing Sponsor's role as a Sponsor of PSV Sponsorship Events in accordance with the sponsorship level purchase by Sponsor. Sponsor shall not have the right or license to use PSV's name or trademarks except for the exclusive purpose of announcing and promoting Sponsor's sponsorship of the PSV Sponsorship Event. Sponsor shall not imply in any way that PSV has evaluated or endorsed Sponsor or any of its products or services.

c. Representations and Warranties

Sponsor makes all of the following representations and warranties about all components of the Sponsor's advertising and promotional content to be

used, displayed or distributed in any way at or during the PSV Sponsorship Events, including all text, graphic images, photographs, mixed media content, audio tracks, videos and all other content and materials incorporated into, made part of or used, broadcast, played or displayed in connection with the advertising and promotional content provided, displayed and distributed by Sponsor for the PSV Sponsorship Events (the "Advertising Content"):

1. The Advertising Content will not violate the intellectual property rights of a third party, including copyright, trademark and trade secret rights;

2. The Advertising Content does not include or incorporate the content, literary work, creation, photograph, graphic image, illustration, video, audio, recording, media, choreography or artwork of a third party without the explicit written permission and license of any such third party, and Agency or Speaker has sought and obtained all required clearances, permissions and licenses before including any such licensed content in the Advertising Content and paid any required fees for any such licenses;

3. The Advertising Content does not violate the privacy or publicity rights of a third party;

4. The Advertising Content does not include any confidential, inaccurate, false, misleading, defamatory, libelous, unlawful, scandalous, offensive, or actionable statements, images or allegations.

5. There are no outstanding rights in the Advertising Content that would diminish, encumber, or impair the full enjoyment or exercise of the rights granted to PSV under this Agreement; and

6. The Advertising Content complies in all respects with all applicable international, federal, state and local laws, and regulations.

d. Indemnification

Sponsor shall indemnify, defend and hold harmless PSV, its officers, directors, members, employees, attorneys, and agents, from and against all claims, demands, losses, damages, awards, judgments, settlements, costs of defense and litigation, attorneys' fees and all other expenses incurred by PSV relating to Sponsor's breach of any of its representations and warranties in this Agreement or Sponsor's failure to obtain any necessary clearances, permissions, or licenses from the owner(s) of any content or material of third parties included in the Advertising Content. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

e. Taxes

Sponsor shall, in addition to other amounts payable under this Agreement, pay all sales, use, or other taxes levied or imposed by reason of the transactions contemplated under this Agreement.

f. Compliance with Laws

Sponsor shall comply with all applicable international, federal, state, and local laws and regulations that apply to Sponsor's participation in any PSV Sponsorship Events as a Sponsor, as well as all rules imposed by the event venues.

g. Choice of Law

This Agreement shall be governed by, and its terms construed in accordance with, the laws of the state of California applicable to contracts wholly executed and performed therein, without regard to conflict of laws or choice of law provisions.

h. Disputes

Any controversy or dispute relating to or arising under this Agreement shall be resolved by arbitration in accordance with the rules then existing of the American Arbitration Association unless otherwise agreed in writing by the Parties. Any arbitration hereunder shall be before one arbitrator mutually agreed upon by the Parties and shall take place in Los Angeles, Ca. Each Party shall initially bear its own costs and expenses in the arbitration. The arbitrator's award shall be final, and judgment upon the award rendered may be entered in any state, federal or other court having jurisdiction. The prevailing party shall be entitled to reimbursement from the other party for all costs and expenses (including reasonable legal fees) incurred by the prevailing party in connection with such controversy or dispute.

i. Entire Agreement

This Contract contains the entire understanding between the Parties with respect to the subject matter contained herein and supersedes all prior agreements or prior understandings, whether written or oral, between the Parties. Any alterations or additions to this Agreement are effective only if in writing and signed by both Parties.

