



SCA SPONSORSHIP AGREEMENT
TERMS AND CONDITIONS
Version 1.1, September 2021

1. General

These Terms and Conditions (“Terms”) will apply to every sponsorship purchased by a sponsor of an SCA event (“Event”). SCA will not be bound by any conflicting terms set forth a sponsor’s contract, unless otherwise expressly agreed so by SCA in writing. Sponsor shall be deemed to have agreed to these Terms upon execution of a purchase order or similar document (“Order”) evidencing the purchase of an SCA sponsorship. The Order and these Terms collectively form the Sponsorship Agreement (“Agreement”).

2. Parties

A. **SCA.** “SCA” is the Association for Specialty Coffee, a California non-profit corporation doing business as “Specialty Coffee Association.” It is a coffee industry trade association dedicated to improving and promoting the production and distribution of high-quality coffee through international coffee growers, exporters, importers, coffee roasters, and retailers. SCA conducts education, training, promotional and competitive events, including coffee competitions.

B. **Sponsor.** “Sponsor” is a company in the coffee industry that desires to support the SCA and has signed an Order to purchase an Event sponsorship.

3. Grant of Logo License:

Sponsor is granted the right to use the Logo (as defined in Paragraph 4 upon the terms set forth in the Agreement for the period of time specified in the Order.

4. Sponsorship Logo Rights and Obligations:

A. **Permitted Uses of the Logo.** SCA encourages Sponsor to promote the fact that it is supporting SCA in the Event by including SCA’s sponsor logo (the “Logo”) in advertising and other promotional materials. Sponsor is not required to use the Logo, but Sponsor may not use any other design element in place of the Logo. Sponsor may not alter the Logo in any way. Sponsor may not make partial use of the Logo. Permitted uses of the Logo are as follows:

- In institutional or advertising campaigns on various paper or electronic medias around the world (i.e.: industry publications, company publications, house organ, web sites, press releases, social networking pages)
- In Sponsor’s company profiles, general product catalogues (next to Sponsor’s own logo) and in Sponsor’s catalogues
- On Sponsor’s employee business cards, but only where it is associated with the Sponsor’s logo and the size of the Logo is not larger than any other logos on the card.
- In Sponsor’s product presentation videos, informative material, instruction book, packaging, machine body and accessory kit.
- In Sponsor’s presentation videos, press conferences, company meetings, or joint conferences with universities.

UK OFFICE
p +44 1245 426060

Oak Lodge
Leighams R
Bicknacre
Chelmsford
Essex
CM3 4HF
United Kingdom

US OFFICE
p +1 562 624 4100

117 West 4th
Suite 300
Santa Ana
California
92701
United States



- In signage (posters, fliers, and stickers) using Sponsor's brand name for trade shows and the sponsored SCA Event.
- On Sponsor's official marketing materials where Sponsor is branded (such as cups, clothing, aprons, pins, badge holders).

B. Prohibited Uses of the Logo:

- The Logo may not be printed, attached, or otherwise included on Sponsor's product or product packaging.
- The color of the Logo may not be changed in any way.
- Logo may not be altered in any other way, including but not limited to cropping, adding elements such as background or additional text or altering the text.
- Logo may not be sold as a graphic file or transferred to a non-sponsoring entity without the express written consent of the SCA Sponsorship Manager.
- Social networking pages and profiles using the Logo as the primary title of the page or use of the Logo used as the primary profile/page image are forbidden.

5. SCA Responsibilities:

A. SCA shall be responsible, at its own expense, for the entire development, organization, promotion and administration of all aspects of the Event, including obtaining all permits, licenses, authorizations and insurance as may be necessary.

B. SCA shall comply with and ensure that the Event complies with all federal, state, and local laws, rules and regulations governing the Event.

C. SCA shall include Sponsor's logo and acknowledge Sponsor as a sponsor of the Event in promotional materials prepared for the Event including, without limitation, related press releases, posters, invitations, signs and banners.

6. Term of Sponsorship and Payment:

A. The term of the sponsorship is as stated on the Order.

B. The date(s) on which payment of the sponsorship fee is due are stated on the Order.

C. Late payments are subject to a late charge of 5% of the amount due, plus interest at the rate of the lesser of 12% per annum or the maximum permitted by law. In the event of a payment default, Customer will be responsible for all of SCA's costs of collection, including court costs, filing fees and attorney's fees.

7. Sponsor Recognition

The Order sets forth the benefits and recognition package that Sponsor will receive. In addition, Sponsor may, at its expense and subject to permitted use as detailed above, utilize advertising and other worldwide media to communicate its support of SCA during the Term in accordance with the rules and restrictions set forth in this Agreement.

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8. Breach and Termination

A. Either party may terminate this Agreement by written notice to the other in the event that the other party commits a material breach of this Agreement and, in the case of such breach being capable of remedy, the other party does not remedy such breach within 30 days (or 15 days in the case of the sponsorship fee) after being given notice in writing specifying the breach and requiring its remedy.

B. Either party may terminate this Agreement by written notice to the other, if the other ceases to carry on business, enters voluntary or involuntary bankruptcy proceedings, has a receiver or administrator appointed over all or any part of its assets or undertakings, enters into any compromise or arrangement with its creditors or takes or suffers any similar action in consequence of its debts or other liabilities.

C. Upon termination, Sponsor shall immediately cease all use of the Logo, and SCA shall immediately cease all use of Sponsor's trademark(s) to promote, advertise or otherwise communicate any continuing sponsorship relationship between, the parties. If either Sponsor or SCA fails to comply with this paragraph 7(c), the other party shall be entitled to equitable and such other relief as any court of competent jurisdiction may deem just and proper to enforce its rights upon termination.

D. In the event of breach, each party's total liability to the other shall in no event exceed the total amount of the Sponsorship Fees, plus any late fees and interest due and owing under this Agreement. This limitation on liability does not apply to any indemnification obligations set forth in Section 9 of these Terms.

E. If Sponsor terminates the Agreement because of a material breach by SCA, the Sponsorship fee shall be pro-rated to the effective date of termination, and SCA shall refund any such amount paid to it in excess of the pro-rated amount.

9. No Sub-Licensing or Assignment

a. Neither party shall sublicense, assign, or otherwise transfer any rights conferred by this Agreement.

b. Sponsor means the sponsoring party to the Agreement who has signed the Orde and shall not include any corporate affiliates of Sponsor.

10. Indemnification

A. By Sponsor: To the fullest extent permitted by law, Sponsor shall defend, indemnify and hold SCA, its subsidiaries and affiliates, and each of its directors, officers, agents and employees harmless against any and all claims, loss, cost or expense, including legal costs and attorneys' fees (collectively, "Claims"), arising from or related to Sponsor's use of the Logo, provided the specific use from which the Claim arises has not been specifically approved in advance in writing by SCA.

B. By SCA: To the fullest extent permitted by law, SCA shall defend, indemnify and hold Sponsor, its subsidiaries and affiliates, and each of its directors, officers, agents and employees harmless against any and all Claims arising from or related to SCA's use of the Sponsors trademarks, provided the specific use from which the Claim arises has not been specifically approved in advance in writing by Sponsor.

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11. Reputation

Each party shall use the other party's trademarks and conduct its business in a manner that reflects positively on the good name, goodwill and reputation of the other.

12. General

A. Non-Disclosure and Public Announcements. The parties shall keep all terms and particulars of the Agreement strictly confidential at all times, subject to any disclosure which may be required by law or as they may otherwise subsequently agree in writing. All public announcements concerning the sponsorship shall be subject to the prior written approval of both parties.

B. Notice. Unless otherwise provided in the Agreement, all notices, approvals, consents, or other communications purporting to affect the rights of the parties shall be in writing and in the English language and shall be given personally or by fax with confirmed receipt or by express courier (such as Federal Express) to the other party entitled to notice at the following address or at such other address as such party shall notify the other party in the same manner.

C. Effect of Headings. The subject headings of the Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

D. Attorneys' Fees. If any legal action or arbitration or other proceeding is brought for the enforcement of any matter arising from or related to the Agreement or because of an alleged dispute hereunder, or an alleged breach or default, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

E. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes all prior or contemporaneous communications between the parties with respect to such subject matter.

F. Modification. This Agreement may be changed, waived, discharged or terminated only by an instrument in writing signed by all of the parties to the Agreement.

G. Governing Law and Venue. The Agreement shall be construed in accordance with and governed by the laws of the State of California without giving effect to conflict of laws that would result in the application of the law of another jurisdiction. Any dispute arising from the Agreement shall be heard by a court of competent jurisdiction located in the Counties of Los Angeles or Orange, California, and each party hereby consents to personal jurisdiction of such court.

H. Severability. If any provision of the Agreement thereof shall be invalid or unenforceable, that provision shall be reformed so as to preserve the parties' intent to the greatest extent possible, failing which, such provision shall be severed from the Agreement, and the remainder of the Agreement shall continue in full force and effect.

I. Electronic Signature. The Order may be executed electronically, which shall be as valid as if manually signed.

J. No Third-Party Beneficiaries. Nothing in the Agreement, express or implied, is intended to confer any rights or remedies under or by reason of the Agreement on any third person or entity other than the parties to it, nor shall any provision give any third person or entity any right of subrogation or action over or against any party to the Agreement.

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K. Force Majeure. The performance of the Agreement by each party is subject to acts of God, war, government regulation or advisory, acts and/or threats of terrorism, civil disorder, fire, flood, explosion, earthquake, disasters, accidents or other calamity or casualty, labor dispute, strikes or threats of strikes, epidemic, pandemic, curtailment of transportation facilities, and any other cause or circumstance beyond the control of such party making it illegal, impossible or impractical to hold the Event.

L. SCA maintains a zero-tolerance policy for harassment, violent behavior, and sexually offensive behavior or actions. This includes, but is not limited to: harassment toward another individual on the basis of gender, sex, pregnancy, childbirth, religion, creed, race, color, national origin, medical condition, genetic disorder, physical or mental disability, marital status, age or sexual orientation; physical or verbal threats; unwelcome attention; bullying, stalking; use of physical force; behavior that creates a disturbance or is dangerous, including lewd or generally offensive behavior or language; using sexually explicit or offensive language or conduct; and obscene gestures. Anyone found to be behaving in any way that violates this policy, either in person or online, may be removed from the event without refund and may be banned from future SCA events.

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