



**THE PANAMA CANAL SOCIETY, INC.
CORPORATION NOT-FOR-PROFIT**

Sponsorship, Vendor & Trademark License Agreement

Whereas, the Panama Canal Society, Inc. (PCS) agrees to enter into this agreement (Agreement) with

(Company or individual) for the purpose of:

The company or individual electing to be a sponsor has elected and initialed herein and PCS acknowledging company or individual as such. (See Exhibit B for sponsorship level amount per category)

Diamond Sponsor _____ (Initials)

Titanium Sponsor _____ (Initials)

Platinum Sponsor _____ (Initials)

Gold Sponsor _____ (Initials)

Silver Sponsor _____ (Initials).

Whereas, in the event Company elects to be Platinum, Gold or Silver Sponsor, such sponsorship shall be governed by terms of this Agreement, excluding the licensing provision hereunder, along with the terms and conditions of Exhibit B, attached hereto and incorporated herein. Furthermore, Company, acknowledges and agrees that PCS has not licensed the logo a top (PCS Logo) thereto and does not have a license/right to use PCS' Logo and is restricted from using such for any purpose, at any time and/or in any form thereof.

Whereas, in the event Company elects to be a Diamond or Titanium Sponsor, such sponsorship shall be governed by this Agreement and Exhibit B. Company acknowledges and agrees that all licensing provisions hereunder or in Exhibit B shall govern its actions in the use of the PCS Logo and it shall also be known as Licensee and PCS, Licensor;

and/or

Providing Company, if initialed herein, retail space to sell its good and/or services, at PCS' annual reunion, subject to the terms and conditions set forth in Exhibit A, Vendor's Information and Application, attached hereto and incorporated herein,

Vendor _____ (Initials);

Now, therefore, in consideration of the mutual promises herein contained, it is agreed that:

- 1.** Licensee acknowledges that it may not assert trademark rights in the PCS Logo, or elements or variants thereof, nor will trademark rights and/or Copyrights vest and/or inure to Licensee's benefit from the use of the PCS Logo, or elements or variants thereof, by Licensee.

2. **Grant of License:** The Licensor hereby grants to the Licensee a non-exclusive, non-transferable, non-assignable, paid-up and royalty-free right and license (License) to use the PCS logo (Licensed Mark), as elected hereunder as set forth in Exhibit B's, at the location where Panama Canal Society Reunion is held (Territory).
3. **Payment Terms:** Company, based on its election(s) hereunder, agrees to pay or give PCS the 'Cash Fee', 'Designated Sponsor Fee' /or a 'Donation(s)', if applicable, as set forth in Exhibit B, prior to the beginning of the annual Panama Canal Society reunion, or in the alternative, beginning on and prior to the end of said reunion, provide services, goods and/or gifts (Donations) equal to or greater in value than the Designated Fee to PCS for use during said reunion, provided, however, PCS, in its discretion, reserves the right to accept or reject Donations, if such is not germane to such reunion's objectives, goals or intent (In Kind Service or Goods).
4. **Quality Control:**
 - A) **Prior Approval of Licensee's Art Work:** Licensee, prior to using, incorporating and/or affixing the PCS Logo to and/or in combination with any of its good and/or marketing material, including, but not limited to electronic or print, shall submit a proof or copy thereof (Licensee's Art Work) to Licensor for written approval of such Licensee's Art Work by Licensor.
 - B) The Licensor shall have the right, at all reasonable times, to inspect the Licensee's goods, services and promotional activities employing the PCS Logo to ensure that such use is of proper quality and otherwise consistent with this agreement, and may terminate the license should it determine that the use is inconsistent with this agreement.
5. **Duration and Termination:** This agreement shall terminate upon the Panama Canal Society reunion ceasing/ending in the year of this agreement. Upon termination of this agreement, all rights of the Licensee to use the PCS Logo shall immediately terminate. In the event of a breach of any of the terms and conditions of this License by the Licensee, the Licensor shall give Licensee written notice of such breach. In the event Licensee does not cure such breach within thirty (30) days, Licensor may immediately terminate this License and shall notify the Licensee in writing of such termination.
6. **Assignments and Sub-Licenses:** Neither party may assign any of its rights hereunder without the express written consent of the other party, provided, however, such consent will not be withheld unreasonably, provided however, this License and the rights granted to Licensee hereunder are not assignable or sub-licensable, and any attempt by the Licensee to assign any portion of the License or to grant a sub-license shall be deemed a breach of this agreement and shall be cause for termination.
7. **Validity and Ownership of Mark:** The Licensee agrees that it is prohibited from interfering with Licensor's rights in the PCS Logo, including challenging Licensor's use, registration of, or application to register the PCS Logo, alone or in combination with other words or designs, anywhere in the world. Licensee is further prohibited from attempting to register the PCS Logo, or any confusingly similar mark, whether or not registered by Licensor, alone or in combination with other words or designs, as a U.S. or foreign trademark, and from asserting trademark rights in such logo through Licensee's use. Any rights asserted by Licensee in such mark shall vest in Panama Canal Society, Inc., and any goodwill from use of such mark by Licensee shall inure to the benefit of Panama Canal Society, Inc.
8. **Use of Mark:** In addition to the above provisions of this agreement, Licensee shall abide by the following guidelines:

- A) The Licensor considers the PCS Logo to be its trademark and service mark, and holds it out to the public as such.
- B) The Licensee in using the PCS Logo that is or hereafter becomes federally registered shall clearly indicate that the mark is federally registered with the U.S. Patent & Trademark Office and that it is the property of the Panama Canal Society, Inc. Such indication of registration shall be in the form of the "®" ("R in a circle") designation. The Licensee in using the PCS Logo that is not federally registered shall clearly indicate that the mark is the property of the **Panama Canal Society, Inc.** Such indication shall be in the form of the "™" or "SM" designation.

9. Mutual Indemnity: Each party shall indemnify the other party, and its directors, officers, employees, shareholders, partners, agents, and Affiliates against all claims, liability, and expenses (including legal fees) arising from any third party claim or proceeding brought against one party that alleges any negligent act or omission or willful conduct of the other party or its directors, officers, employees, shareholders, partners, agents, or Affiliates.

- A) **Notice of Claim:** A party shall give prompt written Notice to the other party of any claim or potential claim for indemnification under this section.
- B) **Exclusive Remedies:** The rights granted under this section 16 (Indemnification) are the exclusive remedies available under this agreement in connection with the claims and losses that this section addresses.

10. Governing Law: This agreement shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court in a jurisdiction and venue to be determined by Licensor in its sole discretion.

In witness whereof, the parties have caused this document to be duly executed as of the latter of the two dates below.

Company:

PCS:

By: _____

Title: _____

Dated: _____

Entity: _____

Panama Canal Society, Inc.

Address:

**15131 Ogden Loop
 Odessa, FL 33556
 (813) 949-6699**

2024 VENDOR INFORMATION. INSTRUCTIONS AND APPLICATION

Please read the Vendor Information and Instructions carefully so that you follow the rules in place. You must sign and return the Information and Instruction letter with your application. Signature line is on page two of the Instructions. Your vendor package will be denied unless signed.





Exhibit A
THE PANAMA CANAL SOCIETY, INC.

CORPORATION NOT-FOR-PROFIT
To preserve American Ideals and Canal Zone Friendships

15131 Ogden Loop
Odessa, FL 33556

(813) 949-6699

office@pancanalsociety.org

2024 VENDOR INFORMATION AND INSTRUCTIONS

1. Vendors' established business hours are as follows:

- Wednesday, July 3, 2024 1:00 PM – 5:00 PM / Set-up ONLY (No Sales)
- Thursday, July 4, 2024 10:00 AM – 6:00 PM
- Friday, July 5, 2024 1:00 PM – 6:00 PM
- Saturday, July 6, 2024 10:00 AM – 6:00 PM
- Sunday, July 7, 2024 9:00 AM – 12:00 Noon (Vendor break-down and sales)

2. A Vendor Fee of \$100.00 includes **two** 6' L x 30" W tables established by the Panama Canal Society Executive Board and is payable by check or credit card.

There is a charge for electrical hook up for those vendors needing electric power. If you need electric hook up, you will need to contact the hotel directly. The contact is, Jake Carr at 407-996-2239 or Jacob.carr@encoreglobal.com or Vendor permits and disclaimers will be issued upon your arrival to the vendor area and check-in with the Vendor-Chairpersons. You will be assigned your table number/space. **You are not permitted to rearrange tables outside of your space.**

3. Vendor tables are only for the use of the approved Vendor and **may not** be transferred. Shared tables must be pre-approved and will be limited to one other vendor at the same table. Note: Vendors found to be sharing a table without prior approval will be removed from the Vendor area and will forfeit their fee.
4. Use of the Panama Canal Society logo or wording of Panama Canal Society is trademarked and use by Vendors on sale items is **not permitted.**
5. Table/space will only be reserved when a completed and signed Vendor Instruction Form, Vendor Application and \$100.00 Vendor Fee is received by the Society Office. Vendors must be a **current** member of the Panama Canal Society in good standing and must also be registered for the Annual Reunion.

Note: You may request **one** additional 6' x 30" table for \$50.00 that will be considered after the deadline if space is available. If you are interested in the additional table indicate "YES" on your Vendor Registration Form. DO NOT SEND THE ADDITIONAL \$50.00; the Society Office will contact you at a later date if the request is approved. **This will allow you three 6' x 30" tables total. NO MORE THAN THREE TABLES PER SPACE.**

6. **NOTE: There will be no stapling, taping or mounting of any kind to the tables, table cloths, wall or carpeted floor. Any damage to the linens, carpeting, walls or other hotel equipment will be the responsibility of the vendor and charges for said damage will be paid by the vendor.**
7. The Society is not responsible for storage of the Vendor's merchandise; however the Vendor room (Panzacola G) will be locked and Security will be stationed in the vendor room during non-operating hours.
8. Only Panama / Canal Zone related items are to be offered for sale.
9. ***The DEADLINE for the Vendor Application submission is May 31, 2024.***
10. ***The DEADLINE for refunds is June 15, 2024. No refunds will be processed after this date.***
11. The price of merchandise will remain the same throughout the Reunion. There will be NO SALE PRICES during the last days.
12. Vendors are not to donate items from anyone soliciting for donations such as class reunions looking for door prizes.
13. **PARKING NOTE: The Shingle Creek Resort is a parking fee hotel. Attendees to the 2024 Reunion staying at the Shingle Creek Resort do not have to pay parking fees. Those not staying at the resort will have to pay a parking fee of \$28.00 + tax per day. In the past, the Society was able to get parking passes at other hotels so that vendors not staying on property could park free. This will not happen at this hotel, so plan accordingly to pay the \$25.00 + tax per day parking fee.**
14. **Vendors will be permitted to enter the vendor room 30 minutes before opening to set up and not before that 30 minutes. Entry into the vendor room only with a Panama Canal Society vendor committee member. No vendor will enter on their own,**
15. **Vendor area must be clean prior to leaving on Sunday. No exceptions. Vendors leaving trash behind will be fined by the hotel.**
16. Any questions concerning the Vendors may be directed to the Panama Canal Society office, by telephone at (813) 949-6699, or email at office@pancanalsociety.org

Thank you for your interest in being a vital part of our 2024 Reunion!

I _____ have read the information above and agree with all and will
Printed Name
 abide by all.

 Signature of Vendor

**Panama Canal Society
VENDOR APPLICATION**

Reunion 2024
15131 Ogden Loop
Odessa, FL 33556

NAME _____

(Please Print Clearly – Use Black Ink Only)

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____

EMAIL _____

TYPES OF ITEMS FOR SALE/EXHIBIT _____

I agree to donate a gift as a door prize for the Annual Business Meeting on July 5, 2024:

YES _____ NO _____

If available, I am interested in paying for an additional table (only one additional table can be requested), at a cost of \$50.00.
(Please do not send in payment for a second table until it is certain we will have additional tables available.)

YES _____ NO _____

- VENDORS MUST ORDER AND PAY FOR ELECTRICAL INSTALLATION IF ELECTRICITY IS REQUIRED. (See Vendor Instructions)
- VENDOR TABLE MAY NOT BE SHARED WITHOUT PRIOR APPROVAL. VENDORS MAY NOT TRANSFER TABLE RESERVATION TO OTHER MEMBERS OR NON-MEMBERS.
- THE HOTEL DOES NOT ALLOW ATTACHING ANY ITEMS TO THE WALL, TABLES, OR TABLE CLOTH. ANY DISPLAY PANELS OR SCREENS MUST BE FREE STANDING.
- ONLY PANAMA / CANAL ZONE RELATED ITEMS ARE TO OFFERED FOR SALE.
- A PARKING FEE OF \$28.00 + TAX PER DAY WILL BE PAID BY VENDORS NOT STAYING AT THE ROSEN SHINGLE CREEK RESORT. THERE ARE NO EXCEPTIONS OR WAIVERS.

CREDIT CARD NUMBER _____

VISA MASTERCARD (Circle One)

EXPIRATION DATE _____ CVV# _____ TOTAL AMOUNT CHARGED \$ _____

VENDOR AUTHORIZED SIGNATURE _____

(Signature Required)

For Office Use Only

SEQUENCE NUMBER _____ CHECK NUMBER _____ AMOUNT RECEIVED \$ _____

LETTER POST MARK DATE _____ DATE APPLICATION RECEIVED IN OFFICE _____



Exhibit B

PANAMA CANAL SOCIETY SPONSORSHIP PROGRAM FOR 2022-2024 **TERMS AND CONDITIONS:**

The Panama Canal Society (PCS) has a sponsorship program in which our sponsors are recognized for their generous donations. The more a company and/or individual donate, the higher the sponsorships and benefits therefrom. To be designated as a Diamond or Titanium Sponsor, companies and/or individuals can either donate goods, services, both hereinafter known as 'Donations', or individually as 'Donation.' and/or cash (Combined, known as the Designated Sponsor Fee). To be designated as a Platinum, Gold or Silver Sponsor, companies and/or individuals must pay a 'Cash Fee' to be designated as such.

For the purposes hereunder Company and Licensee are interchangeable as is PCS and Licensor. In the event Company is a sponsor at the:

Diamond Level, then for a Designated Sponsor Fee and/or Donation of two thousand dollars or higher (\$2,000 and higher) (Designated Fee), Licensor shall provide the same services to Licensee **as a Titanium Sponsor**, and further grants Licensee, at Licensee's expense, the right to use the Panama Canal Society Logo in connection with its goods for sale;

Titanium Level, then for a Designated Sponsor Fee and/or Donation of one thousand to one thousand nine hundred ninety-nine dollars (\$1,000 – \$1999) (Designated Fee), Licensee shall receive: (1) a black and white, full page ad in 4 issues of the Canal Record, the Society's official publication; (2) a link from your website on our website for one year; (3) a free vendor table during the reunion; (4) banner recognition near the registration desk at the reunion; (5) written recognition of your Donation(s), if any, in the October Canal Record issue; and (6) PCS grants Licensee, at Licensee's expense, the right to use the Panama Canal Society logo in connection with marketing of Licensee's material (Not on goods for sale);

Platinum Level, then for a Cash Fee of seven hundred fifty to nine hundred ninety-nine dollars (\$750 – \$999), Company shall receive: (1) a black and white, full page ad in 3 issues of the Canal Record, the Society's official publication; (2) a link from your website on our website for one year; (3) a free vendor table during the reunion; (4) a banner recognition near the registration desk at the reunion; and (5) written recognition of your Donation(s), if any, in the October Canal Record issue.

Gold Level, then for a Cash Fee of five hundred to seven hundred forty nine dollars (\$500 - 749) Company shall receive: (1) a black and white, half page ad in 4 issues of the Canal Record, the Society's official publication; (2) a link from your website on our website for one year; and (3) written recognition of your Donation(s), if any, in the October Canal Record issue; or

Silver Level, then for a Cash Fee of two hundred to four hundred ninety-nine dollars (\$200-\$499) Company shall receive: (1) a black and white, half page ad in 2 issues of the Canal Record, the Society's official publication; (2) a link from your website on our website for one year; and (3) written recognition of your Donation(s), if any, in the October Canal Record issue.

Company, via electronic means and/or postal post, shall deliver the ad to PCS, prior to the date designated by PCS. Also the Canal Record editions are published in the months of March, June, October and December. Each edition of the Canal Record is mailed to over 2,200 members.