



# 2020 NASCLA SPONSORSHIP AGREEMENT

Runs through July 2020 - July 2021

Created on [Today's Date]

This Sponsorship Agreement [known hereafter as the "Agreement"] is executed on this [Agreement Date] between [Name of Sponsor, known hereafter as the "Sponsor"] and [Name of Subrecipient], known hereafter as the "Sponsee."

## TERMS OF AGREEMENT

### 1. Sponsee Obligations

The Sponsee will give the Sponsor contribution for the following benefits:

- [List the benefits that the Sponsee will provide the Sponsor.]

### 2. Sponsor Obligations

The Sponsor agrees to pay the amount of [Sponsorship Fee] made payable to [Sponsee] and due on [Date of Payment Due].

### 3. Sponsor Trademarks and Materials

Subject to the terms and conditions of this Agreement, the Sponsor grants the Sponsee the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with [Event Name]. Sponsee agrees to use materials according to Sponsor's trademark usage guidelines.

The Sponsor agrees to offer the following materials for marketing and promotional purposes:

- [List all materials the Sponsor must provide.]

### 4. Indemnity

4.1 The Sponsor will indemnify, defend, and hold the Sponsee harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on the Sponsor's respective website, use of Sponsor materials, or use of Sponsor's logos and trademarks.

4.2 The Sponsee will not be responsible for damage to or loss of property belonging to the Sponsor, its employees, contractors, or agents or for personal injury to the Sponsor's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of the Sponsee and Sponsee's employees, directors, or officers.

4.3 Sponsor will give Sponsee prompt written notice of any suit or claim that comes within the purview of these indemnities.

### 5. Limitation of Liability

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.

### 6. Term and Termination

6.1 This Agreement will be valid for the period of [Starting Date] to [Ending Date].

6.2 The Sponsee may terminate this Agreement at any time for any reason. In the event that the Sponsee terminates this Agreement for any reason other than Sponsor's breach of Agreement, the Sponsee shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense.

6.3 The Sponsor may terminate this Agreement for breach of Agreement by the Sponsee after giving Sponsee at least ten (10) days prior written notice specifying the nature of the breach and giving the Sponsee at least ten (10) days to resolve such breach. If breach occurs less than ten (10) days before the event, Sponsor may terminate this Agreement if breach is not resolved by the first day of the event.

### 7. Disagreement

In the case of a disagreement at any point, the parties will refer the matter to an independent arbitrator appointed by mutual agreement.

### 8. Miscellaneous

8.1 This Agreement will supersede any or all prior oral or written forms of understanding between the Sponsor and Sponsee. This Agreement may not be amended or modified except when one or both parties execute amendments in writing and amendments are signed by both parties.

8.2 This Agreement shall be governed by and executed in accordance with the laws of the State of [Name of State] applicable to agreements made and to be performed entirely within this state.

8.3 The terms and conditions of this Agreement shall not be divulged to any third party without prior written approval from both parties. In witness whereof, the Sponsee and Sponsor hereby agree to enter into this Agreement on the day and year first written above by affixing their respective signatures below.

Contact Person

Company

Address

City / State / Zip

Phone

Email

## PAYMENT

**Check** Must be payable to NASCLA

**Credit Card** Charge the amount due to my

Visa

Mastercard

American Express

Discover

Card Account #

CCV #

Name on Card

Expiration Date

Sponsor Signature

Sponsor Title / Sponsee Title

Date