



**THIS SPONSORSHIP AGREEMENT** (this "Agreement") is made and entered into by and between the **NATIONAL COLLEGIATE HONORS COUNCIL** (the "Council"), a non-profit corporation with its principal place of business at 250 Knoll Residence Center, 440 N. 17th St., Lincoln, Nebraska 68588-0627, and \_\_\_\_\_ ("Sponsor"), hereinafter referred to each as a "Party" and collectively, as the "Parties".

**WHEREAS**, the Council puts on various events for which it requires sponsors, including, but not limited to its Annual Conference;

**WHEREAS**, the Council provides certain rights and benefits of participation to entities that sponsor its Annual Conference and other events; and

**WHEREAS**, Sponsor desires to provide funds for and receive the rights and benefits of participation in the Council's Annual Conference or other event, as described further below.

**NOW, THEREFORE**, in consideration of their mutual agreements, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and subject to the terms set forth herein, the Parties hereby agree as follows:

1. Sponsor shall pay the "Sponsorship Fee" to the Council to sponsor the Council's Annual Conference or other event (the "Sponsored Event"), as set forth on Exhibit "A", attached hereto and made a part hereof, to take place at the dates, times, and locations set forth on Exhibit "A". Unless otherwise provided on Exhibit "A", the Sponsorship Fee shall be due and payable upon execution of this Agreement, and except in the event of the Council's termination of this Agreement without cause, Sponsor shall be entitled to no refund under any circumstances.
2. In consideration for its sponsorship of the Sponsored Event, Sponsor shall enjoy the rights and privileges of participation during the time period set forth on Exhibit "A", attached hereto and by this reference incorporated herein. The Council may terminate this Agreement, with or without cause, with fifteen (15) days written notice to the Sponsor.
3. None of the provisions of this Agreement are intended to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein. Neither Party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other Party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind.
4. Sponsor shall conduct any and all activities contemplated under this Agreement so as not to infringe upon the rights of any other parties and in accordance with any rules and regulations imposed by the Council or the owner or operator of the premises on which the Sponsored Event is held (the "Operator").
5. Sponsor hereby acknowledges and agrees that:
  - a. Sponsor will use its own materials and equipment in performing any work required to carry out the purpose of this Agreement. Sponsor is solely responsible for loss or damage, through any cause, to Sponsor's goods and/or other property brought to the Sponsored Event by Sponsor, including materials owned, rented, or leased by Sponsor;
  - b. Neither the Operator nor the Council maintain insurance on Sponsor's goods and/or other property or materials brought to the Sponsored Event;
  - c. It is Sponsor's sole responsibility to obtain sufficient insurance to protect Sponsor from any and all losses which might be incurred by Sponsor while at the Sponsored Event;
  - d. Sponsor is responsible for damage caused by Sponsor to property belonging to the Council, the Operator, or other applicable party; and
  - e. Sponsor will furnish its own transportation and will not be reimbursed for transportation expenses.

6. Sponsor hereby grants the Council a non-exclusive limited license to use Sponsor's trade name, trademarks, service marks, and other intellectual property necessary to carry out the purpose of this Agreement. Such license shall terminate upon the earlier of the termination of this Agreement or the Sponsored Event.

7. The Council reserves the right, at any time, and in its sole discretion, to:

- a. Request removal of any souvenirs, samples, or other handouts that have not been approved in advance by the Council;
- b. Eject from the Sponsored Event any person or persons who, in the Council's sole judgment, are conducting themselves in an objectionable manner; and/or
- c. Enforce any other term or condition expressed in this Agreement.

8. Unless otherwise specified herein, each Party agrees to defend, indemnify and hold harmless the other Party (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified Party, including reasonable attorney's fees, directly arising out of or in connection with the indemnifying Party's performance of any service or any other act or omission by or under the direction of the indemnifying Party or its officers, agents or employees.

If any event occurs giving rise to a claim for indemnification hereunder, the Party against whom indemnification is sought shall be entitled to prompt written notice thereof from the other Party hereto (including a full disclosure of all facts and circumstances giving rise to the claim of indemnification). In such an event, the indemnified Party shall have the option of either providing its own defense for which the indemnifying Party shall promptly pay the indemnified Party its reasonable costs and expenses or the indemnified Party may tender the defense to the indemnifying Party, which shall assume it. The Parties shall mutually agree to any and all settlement of disputes covered by this indemnification provision.

9. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Nebraska. The parties hereto hereby agree that any legal proceeding instituted by any party to enforce this Agreement will be brought in the U.S. federal or state courts situated in Lancaster County, Nebraska, and each party hereby submits to personal jurisdiction therein and irrevocably waives any objection as to venue therein, and further agrees not to plead or claim in any such court that any such proceeding has been brought in an inconvenient forum. Each party irrevocably consents to service of process in any such proceeding by the mailing of copies thereof by certified mail, postage prepaid, to such person's address for notices under this Agreement.

10. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, relating to the subject matter hereof. The terms of this Agreement may not be altered, released or discharged orally, but only by a written agreement signed by all parties hereto. Neither this Agreement, nor any right hereunder or interest herein, may be transferred, sold, assigned, pledged, hypothecated, or encumbered in any way by the Sponsor, whether by operation of law or otherwise.

**Submission of the NCHC Online Sponsorship Form is a binding signature to this contract. The Sponsor will receive an invoice following the acceptance and submission of the form, as a countersignature of the agreement.**