



## NASSAU REGION PTA SPONSORSHIP AGREEMENT

**This Sponsorship agreement**, made this \_\_\_\_\_, day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_ ("Sponsor") and the NASSAU REGION PTA, ("PTA") with respect to certain charitable activities between the parties more fully described herein. ("Agreement")

### 1. SCOPE:

- a. Sponsor agrees to make a donation to the PTA of \$\_\_\_\_\_ as a \_\_\_\_\_ Sponsor, for (the event that will occur on \_\_\_\_\_) or (for a term ending on \_\_\_\_/\_\_\_\_/2021). In exchange for said donation, PTA agrees to provide to Sponsor all of the benefits of the \_\_\_\_\_ Sponsor, (as delineated in the attached prevailing *NASSAU REGION PTA Sponsorship Application*).
- b. To allow sufficient time to carry out each party's respective obligations under this Agreement, Sponsor agrees to provide whatever artwork, photographs, reproductions or similar materials (collectively "Artwork") that it intends to use or display at an Event at least 2 weeks prior to said Event date. All Artwork is subject to PTA approval in accordance with the relative provisions of paragraph 2 c. below. *(for Premier, Event and Platinum Sponsors only – clause deleted for Promotional and Friend Sponsors.)*

### 2. LICENSE OF INTELLECTUAL PROPERTY:

- a. Subject to the terms and conditions hereof, Sponsor hereby represents and warrants that it has the power and authority to grant, and does hereby grant to PTA a royalty-free nonexclusive revocable license to use and display the names, supplied artwork, trademarks and/or service marks associated with Sponsor limited solely to the activities contemplated by and subject to this Agreement.
- b. Subject to the terms and conditions hereof, PTA hereby represents and warrants that it has the power and authority to grant and does hereby grant to Sponsor a royalty-free, nonexclusive, revocable license to use and display PTA name, trademarks and/or service marks associated with PTA, limited solely to the activities contemplated by and subject to this Agreement.
- c. Each party will obtain written approval from the other party, at the at least 2 weeks in advance of printing, for all Artwork indicated in sub a. and b. of this paragraph 2; that may be or is intended for use or display at the Event. Written Approval will not be unreasonably withheld, however, notwithstanding any other provision to the contrary, no Artwork will be permitted, which in the opinion of Sponsor or PTA's sole and absolute discretion, will or may: reflect negatively on the other party; is inconsistent with a party's overall image and/or good will; or may otherwise jeopardize a party's proprietary rights.

### 3. TERMINATION:

Either party may terminate this Agreement at any time if (i) the other party is in breach of any material item or condition of this Agreement and the party in breach fails to cure such breach within thirty (30) days

following receipt of written notice specifying the grounds for alleged breach, or (ii) the other party or anyone acting on its behalf engages in any activity that is criminal or would bring the other party into disrepute, or (iii) the other party is unable to pay its debts as they mature; admits in writing its inability to pay debts as they become due; has a petition in bankruptcy filed by or against it; an assignment for the benefit of its creditors is made; or a receiver or trustee is appointed for any of its property.

#### 4. INDEMNIFICATION:

Each party shall indemnify and hold harmless the other, including their respective directors, officers, employees, agents, and independent contractors, from and against, any and all claims, causes of action, damages or costs (including reasonable attorneys' fees) to the extent resulting from the actual or alleged negligence, misconduct or breach of warranty or covenant by a party, or its employees, independent contractors or agents. The foregoing indemnification obligations will survive any termination of this Agreement.

#### 5. FORCE MAJEURE:

PTA is not liable for delays in delivery and/or non-delivery of its obligations as the result of an Act of God, action by any government or quasi-government entity, pandemic, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the reasonable control of PTA affecting its obligations in any manner.

#### 6. DAMAGES

Under no circumstances will PTA be liable for loss of profits or other incidental or consequential damages for any of its acts or omissions whatsoever whether or not appraised with the possibility of likelihood of such lost profits or damages.

#### 7. RELATIONSHIP OF PARTY

The Parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect.

#### 8. APPLICABLE LAW

This agreement shall be construed under and in accordance with the laws of the State of New York.

#### 9. SEVERABILITY

Should any provision of this agreement be unenforceable or held invalid, the remaining provisions shall remain fully effective.

#### 10. CAPTIONS

The captions have been inserted solely for convenience in reference and shall be ignored in any construction of this agreement.

