



Andover Girls High School Hockey Booster Club

15200 Hanson Blvd NW
Andover, Minnesota 55304
Tax Identification No. 74-3226182

SPONSORSHIP TERMS AND CONDITIONS

By signing the Andover Girls High School Hockey Booster Club (“Club”) Sponsorship Agreement (“Agreement”), Sponsor agrees to the following Sponsorship Terms and Conditions, which are incorporated into the Agreement by reference, as if fully set forth therein.

1. Term: The Agreement is effective as of the date Sponsor signs the Agreement and will remain in effect through Memorial Day (May 31st) of following year.
2. Sponsorship Level Fee/Total Sponsorship Payment: Sponsor shall pay the Club the Total Sponsorship/Donation/Contribution Payment (“Total Sponsorship Payment”) noted in the Agreement by the Total Payment Due Date stated therein or as otherwise requested by the Club. If acceptable to the Club, in its sole discretion, and if such acceptance is confirmed in writing signed by an officer of the Club, the Sponsor shall be able to pay the Total Sponsorship Payment by providing equipment or products equivalent in value to the Total Sponsorship Payment to the Club.
3. Sponsorship/Non-exclusivity: Sponsor acknowledges and agrees that the Sponsor is not the sole or exclusive sponsor of any event, activity, or program, and that the Club, in its sole discretion, shall be entitled to permit other persons or entities to act as sponsors of any event, activity, or program.
4. Sponsor’s Acknowledgment Benefits: Sponsor’s acknowledgment benefits are fully set forth in this Agreement and the applicable Sponsorship & Contribution Opportunities Form. Sponsor’s acknowledgment benefits are null and void if Sponsor fails to fully comply with this Agreement. Due to the parties’ desire that any sponsorship payment under this Agreement constitute a qualified sponsorship payment or contribution subject to normal tax rules, Sponsor acknowledges and agrees that though the Club may use the Sponsor’s Marks (defined in Paragraph 5, below) and will acknowledge its appreciation to sponsors as set forth in this Agreement and the applicable Sponsorship & Contribution Opportunities Form, the Club’s Sponsor Acknowledgment cannot include comparative or qualitative descriptions of a sponsor’s product or service; endorsements of a sponsor’s service, product or facility; indications of value or savings when buying from a sponsor; enticements to purchase or use any of a sponsor’s products, service or facilities; or other language that may constitute a business advertisement. A Sponsor Acknowledgement may consist of a list of a sponsor’s locations, contact information, logos, slogans, home webpage, and Sponsor’s Marks; displays or visuals of a sponsor’s product lines or services without promotional descriptions; and a sponsor’s product line or services. The Club makes no representation or warranty with regard to the tax deductibility of any sponsorship. To the extent Sponsor has any question regarding whether any sponsorship under this Agreement is tax deductible, Sponsor represents and warrants that it shall consult its own tax advisors and/or counsel.
5. Sponsor’s Marks/Logos and License: Sponsor shall provide to the Club all of its necessary trademarks (including service marks, design marks and word marks), logos, artwork, and other



Andover Girls High School Hockey Booster Club

15200 Hanson Blvd NW
Andover, Minnesota 55304
Tax Identification No. 74-3226182

information, content and materials (in printed, electronic and/or other form as noted or required in the Agreement) (collectively, the “Sponsor’s Marks”) for use in connection with the Sponsor’s sponsorship. Except as expressly set forth herein, the Club shall have a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable license and right, but not the obligation, to use any or all of the Sponsor’s Marks in connection with (1) any Sponsor Acknowledgment; (2) any photo records and/or audiovisual works, including (without limitation) footage from Club or Andover Girls High School Hockey events, and (3) any and all news items, press releases, and/or other information in any media relating to the sponsorship. The Club agrees to comply with Sponsor’s Use Guidelines, if any, provided to the Club and attached hereto by the Sponsor. Notwithstanding any provision to the contrary herein, following the Term of this Agreement, the Club shall not be required to remove photographs from its website or other promotional materials which may include photographs containing images of the Sponsor’s Marks.

6. Representations and Warrants: Each party represents and warrants that it has the right, power, and authority to enter into this Agreement, to grant the licenses and/or rights granted hereunder, and to perform the duties and obligations described herein.

7. Ownership: All trademarks (including service marks, design marks and word marks), logos, artwork, and other information, content, and materials (collectively, “Marks”) of a party are and shall continue to be owned solely by such party. Each party recognizes and acknowledges that there is a great value to the other party in the other party’s Marks and the goodwill associated therewith. Each party agrees that the goodwill associated with all uses by such party of the other party’s Marks (if applicable) shall inure solely to the benefit of the other party. Each party shall not, during the Term of this Agreement or thereafter, acquire or assert, directly or indirectly, any ownership interest or right in the other party’s Marks, or attack (or encourage any third party to attack) the other party’s right or title to the other party’s Marks.

8. Relationship of Parties: The relationship of the parties to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation, or expense on behalf of the other.

9. Termination. This Agreement will expire at the end of the Term unless this Agreement is terminated earlier as provided below. This Agreement may be terminated as follows:

9.1 By the non-breaching party in the event of a material breach of which is not cured within thirty (30) days after written notice of such breach is received by the breaching party from the non-breaching party identifying the matter constituting such breach; or

9.2 Upon the mutual written consent of both parties.



Andover Girls High School Hockey Booster Club

15200 Hanson Blvd NW
Andover, Minnesota 55304
Tax Identification No. 74-3226182

Upon expiration of the Term or termination of this Agreement, any and all licenses granted hereunder shall immediately terminate and each party will cease any and all use of the other party's Marks (if applicable); provided, however, as noted above, the Club shall not be required to remove photographs from its website or other promotional materials which may include photographs containing images of the Sponsor's Marks.

10. Limitation of Liability: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

11. Indemnification. Sponsor shall indemnify, defend, protect, and hold harmless the Club and its directors, officers, employees and agents (collectively, for purposes of this Section, "Booster Club") from and against any action, claim or proceeding by any third party resulting from (a) any negligent act, error, or omission by Sponsor in connection with Sponsor's performance of its obligations under this Agreement, or (b) any claim that the use of Sponsor's Marks infringes or infringed upon the intellectual property rights or other ownership rights of a third party.

12. General Provisions:

12.1 Severability: If any covenant or provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect under the law, the validity, legality, and enforceability of the remaining covenants or provisions hereof shall not in any way be affected or impaired.

12.2 Waiver: Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

12.3 Governing Law and Forum Selection: All questions with respect to the construction of this Agreement or the rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Minnesota, without regard to its body of laws concerning conflicts. Any dispute, claim, proceeding, or cause of action arising under or relating to this Agreement, or the rights and liabilities of Parties herein, shall only be brought before the state court located in Anoka County, Minnesota. In that regard, Sponsor hereby expressly consents to the jurisdiction of the state court located in Anoka County, Minnesota.

12.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any party may execute this Agreement by electronic transmission or email, and the other Parties shall be entitled to rely upon such signature as conclusive evidence that this Agreement has been duly executed by such Party.

12.5 Entire Agreement: This Agreement (i) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior



Andover Girls High School Hockey Booster Club

15200 Hanson Blvd NW
Andover, Minnesota 55304
Tax Identification No. 74-3226182

agreements, oral and written, between the Parties relating to the subject matter hereof; and (iii) except as specifically provided for herein, may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both Parties.

12.6 Construction: This Agreement constitutes a negotiated document. In the event of any alleged ambiguity in any term or covenant of this Agreement, such term or covenant shall not be construed in favor of or against any of the Parties by reason of the participation of such Party or their attorneys in the negotiation or drafting of this Agreement.

12.7 Understanding of Terms: In entering into this Agreement, the Parties have completely read the terms of this Agreement and agree that they have had an adequate opportunity to consult with counsel, and that the terms herein are fully understood and voluntarily accepted.

12.8 Notice: All notices and demands of any kind or nature that either Party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be provided by electronic mail (using the email addresses provided below), or in writing and served personally, by certified mail, or by commercial overnight courier (e.g., Federal Express), to the following addresses:

If to the Club:

Attn: AGH Treasurer
Andover Girls High School Hockey Booster Club
15200 Hanson Blvd NW, Andover, MN, 55304
agh1treasurer@gmail.com

If to Sponsor: notice or demand shall be sent to the individual at the address and email identified in the Sponsorship Agreement.

To the extent addresses change during the Term of this Agreement, the Party whose address is changed is required to notify the other Party within three (3) business days of the change. No modification of an address can invalidate notice previously submitted under this Section.

The Andover Girls High School Hockey Booster Club (Club) is a non-profit 501(c)(3) charitable organization. Its mission is to support Andover Girls High School Hockey, and it is the primary fundraising organization for the Andover Girls' high school hockey teams. All donations/contributions to the Club are tax deductible, subject to normal tax rules. Andover Girls High School Hockey Booster Club, 15200 Hanson Blvd NW, Andover, Minnesota 55304. Tax Identification No. 74-3226182.