

FIU ATHLETICS SPONSORSHIP AGREEMENT

The Florida International University Board of Trustees ("FIU") on behalf of its FIU Athletics Department thanks _____ ("Sponsor"), with a principal place of business at _____, for its commitment as a _____ level Sponsor of the FIU Athletics program, with a cash contribution of _____ and an in-kind contribution as outlined below.

1. **Sponsorship Rights and Benefits.** As an official sponsor, _____ will receive a generous package of signage, print, electronic and other benefits which are outlined in Exhibit A attached hereto.

2. **Sponsorship Term.** This Agreement shall commence as of _____ and continue through _____. This agreement may be renewed for two successive one-year periods, by mutual agreement of the parties, in writing, at any time prior to the end of the initial term or any renewal period.

3. **Sponsorship Fee.** In consideration for entering into this Agreement, Sponsor agrees to pay FIU the sum of \$_____ for the initial term, and the amount of \$_____ for each renewal period. All payments due from Sponsor shall be in the form of checks made payable to "Florida International University" and shall be due on or before _____. In addition, as further consideration for the sponsorship benefits conferred herein, Sponsor agrees to provide the following in kind contribution:_____.

4. **General Conditions:**

A. **Licensing Rights**

- i. **Grant of Rights.** Sponsor will have the limited, non-exclusive, right to use FIU marks and logos ("Marks"), on a royalty-free basis, in promotions, advertising and website identification for the limited purpose of leveraging its sponsorship position. Sponsor must obtain the prior written approval of FIU's Athletics Department and Marketing Department as to all proposed promotional, advertising, identification or other logo applications prepared by Sponsor pursuant to this paragraph prior to their publication, circulation, or display. Sponsor shall place the indicia "SM" or "TM" next to each use of any Mark. FIU will have the limited, non-exclusive right to use Sponsor's trademarks and logos on a royalty-free basis, in promotions, advertising and website identification as specified herein.
- ii. **License Term.** On the date of termination of this Agreement, all rights and privileges granted to Sponsor and FIU by this limited license shall immediately terminate.
- iii. **Goodwill.** Sponsor and FIU recognize the great value of the goodwill associated with each party's intellectual property. Each party recognizes that the other party has an interest in maintaining and protecting the image and reputation of its respective intellectual property, and that the other party's intellectual property must be used in a manner consistent with the standards established by that party.
- iv. **No Assignment.** This limited license and all rights and duties hereunder are personal to Sponsor and shall not, without the written consent of the University,

be assigned, mortgaged, sublicensed or otherwise encumbered or transferred by Sponsor or by operation of law.

- v. **No Joint Venture.** This Agreement does not authorize Sponsor to do business under the name of "Florida International University" or "FIU Athletics" or any name similar thereto, or to enter into any contracts or agreements of any type in the name of, or on behalf of any of these parties. The Sponsor is not empowered to state or simply imply, either directly or indirectly, that Sponsor or its activities, other than pursuant to the limited license permitted herein, are supported, endorsed or sponsored by the University and upon the direction of the University shall issue express disclaimers to the effect. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, nor shall any similar relationship be deemed to exist between them.
- B. **Recognition Rights.** All copy and graphics proposed for display by Sponsor for the recognition referred to in Exhibit A, attached, are subject to approval by the University. The University shall have the right to decline to display any copy or graphics which is in violation of any statute, regulation or ordinance, or which the University reasonably considers to be misleading or offensive or in violation of any University contract obligation. The University shall not display any logo, sign, banner, or other visual display nor shall it print, publish, or distribute any written or visual material from Sponsor which contains a comparative or qualitative description of Sponsor's product, price information or any other indications of savings or value about Sponsor's product, any message that otherwise endorses Sponsor's product or induces one to purchase or use Sponsor's product, or any message that causes Sponsor's payments to not be treated as "qualified sponsorship payments" as that term is defined in Section 513(i) of the Internal Revenue Code and related regulations.
- C. **Indemnification.** Sponsor shall indemnify and hold harmless the University, its Board of Trustees, the FIU Athletics Finance Corporation, the Florida Board of Governors, the State of Florida, and their respective directors, officers, agents and employees, from and against any and all damages, losses and all claims, counterclaims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, without limitation, attorney's fees and legal costs by reason of any claim, suit or judgment arising or alleged to arise from, or relating to: (1) this Agreement; (2) the negligent acts or willful misconduct of Sponsor, its employees, agents or contractors; or (3) any liability for fraud, misrepresentation, copyright or trademark infringement in connection with Sponsor's name and/or logo displayed pursuant hereto.
- D. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida and any dispute arising hereunder shall be resolved in a court of competent jurisdiction in the State of Florida.
- E. **Notices.** Any notices to be made hereunder shall be made in writing and shall be sent by hand delivery, facsimile with confirmation receipt, overnight courier or certified United States mail, return receipt requested, with postage prepaid. Each party may, by notice to the other party as provided herein, change the address to which notices or payments thereafter shall be sent:

a. Notices to Sponsor shall be sent to:

_____ (fax)

b. Notices to University shall be sent to:

Mr. Jose Velasco
Executive Director, FIU Athletic Association
Florida International University
11200 S.W. 8th Street, _____
Miami, FL 33199
(305) 348-_____ (fax)

- F. **Waiver.** The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall have been deemed to have been made unless expressed in writing by such party.
- G. **Force Majeure.** If either party is unable to perform any obligation hereunder by reason of any event beyond such party's reasonable control, including but not limited to fire, flood, epidemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, lockout or labor dispute, war (declared or undeclared), terrorist threat or activity, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within either party's control (each a "Force Majeure" event or occurrence), such party shall be excused from performance and may terminate this Agreement upon written notice to the other party.
- H. **Entire Agreement.** This Agreement supersedes all prior negotiations, understandings and agreements between the parties hereto and constitutes the final and complete understanding of the parties regarding the subject matter hereof, and both parties acknowledge and agree that neither party has relied on any representations or promises in connection with this Agreement not contained herein. This Agreement may not be amended or modified except by a subsequent written instrument evidencing the express consent of each of the parties, duly executed by the parties.
- I. **NCAA Rules Violation.** The University has the right to terminate this Agreement immediately if, in the University's reasonable discretion, Sponsor has violated NCAA rules or otherwise taken any action that jeopardizes the eligibility of the University's programs or its student-athletes.
- J. **Termination.** FIU may terminate this Agreement without cause upon fourteen (14) days written notice to Sponsor.

K. **Logo and Sponsorship Acknowledgement Guidelines.** The parties agree to utilize the following guidelines with respect to the use of each party's logos and the sponsorship recognition conferred herein:

i. Logo/trademark

- 1) Definition: an official, registered symbol that represents and/or identifies the sponsor.
- 2) Criteria: submitted as Black & White and color versions (converted for 4/C Process printing). EPS (vector) format (Illustrator or Freehand) **preferred** (1-2" diameter). Hi-res (300 dpi or higher) TIFF or JPEG format (3-4"diameter) also accepted. Printed versions must be supplied as samples for color proof. It is Sponsor's responsibility to provide FIU with printed color proofs.
- 3) FIU will evaluate the submission of Sponsor's logo for use by the FIU Athletics Department and will notify Sponsor of any problems. Logo/trademark usage may include materials produced for FIU Athletics for advertising, promotion and programming purposes. Logo/trademark size will vary.

ii. Line Listing

- 1) Definition: an official, registered corporate identification to be used for copy purposes (press releases, etc.).

iii. Program Advertisement/Acknowledgement

- 1) An advertisement promoting Sponsor's product or service will not be accepted if it includes:
 - a) Qualitative or comparative language of sponsor's products;
 - b) Price information or other indications of savings or value associated with the product or service;
 - c) A call to action;
 - d) An endorsement; or
 - e) Inducements to buy, sell, rent or lease the sponsor's product or service.
- 2) An acknowledgement supporting FIU Athletics will be accepted if it includes or conforms as follows:
 - a) Sponsor logos and slogans that do not contain comparative or qualitative descriptions of the sponsor's products, services, facilities or company;
 - b) Sponsor locations, telephone numbers, and Internet addresses;
 - c) Value-neutral descriptions, including displays or a visual depiction of a sponsor's product line or services; or
 - d) Sponsor brand or trade names and product or service listings.
- 3) Suggested acknowledgments of sponsorship include:
 - a) "(Sponsor) is a sponsor of the _____"

- b) "A proud sponsor of the _____"
- c) "(Sponsor) is proud to be a sponsor of the _____"
- d) "(Sponsor) is a proud supporter of the _____"
and
- e) "(Sponsor) is proud to support the _____"

AGREED:

AGREED:

Name

Name

Title

Title

The Florida International University
Board of Trustees

Date: _____

Date: _____

Exhibit A
Sponsorship Package

[Insert detailed description of benefits afforded, including naming recognition, on-site recognition, print recognition, electronic recognition, media recognition, membership benefits for booster club/athletics association membership, club seats and/or suites, if applicable]

[If Sponsor will be conferred with EXCLUSIVE BENEFITS, please consult with the appropriate attorney assigned to your area]