



## **Sponsorship Terms and Conditions**

Thank you for your sponsorship of a PADV Event. The following terms and conditions shall apply.

1. In consideration for the right to sponsor the Event and to be acknowledged by Partnership Against Domestic Violence (PADV) as a sponsor of the Event, Sponsor agrees to make a donation to PADV commensurate with the sponsorship level selected, to be paid in a single lump-sum no later than 4 weeks before Event. Upon request, PADV will invoice Sponsor for the amount of the donation.
2. Sponsor hereby grants to PADV the non-exclusive right and license to use the "Sponsor Marks," as provided by Sponsor, in PADV's materials for the Event (including, without limitation, any materials advertising or publicizing the Event).
3. PADV hereby grants to Sponsor the non-exclusive right and license to use PADV's name and a logo provided by PADV (PADV's Marks) to promote Sponsor's commitment to and support of Event. Any and all use of materials containing PADV's name or logo must be submitted to PADV prior to publication for review and approval. Sponsor shall not use PADV's Marks in any manner which would cause income received by PADV to be taxed as unrelated business income under the provisions to the Internal Revenue Code of 1986 ("UBIT") and will immediately cease using PADV's Marks in such a manner, should it unknowingly do so, if notified by PADV that Sponsor's usage is causing or will cause UBIT.
4. Each party represents and warrants to the other party that it owns all right, title, and interest in and to its respective name and marks. All use of a party's name and marks by the other party shall inure to the benefit of and be on behalf of the respective owner. Sponsor agrees to indemnify and hold harmless PADV and its directors, employees, assigns, agents and representatives, from any and all third-party claims (i) that the use of the Sponsor Marks and any advertising materials provided by Sponsor in accordance with the terms of this Agreement violate, infringe, or conflict with the intellectual property rights of any other person.
5. PADV may use the Sponsor's name, photographs, and other provided materials in its publicity and other associated marketing materials, including electronic use.
6. PADV is a 501(c)3 non-profit organization. Contributions are tax deductible as allowed by law. PADV will provide Sponsor with a receipt of contributions within 60 days of donation. This Agreement becomes effective upon receipt of Sponsor's donation and shall expire upon the conclusion of the Event. Furthermore, the Sponsor's benefits are contingent upon PADV's receipt of Sponsor's funds.
7. Nothing in this Agreement creates an agency, joint-venture, or partnership relation between the parties. This Agreement constitutes the entire agreement and understanding of the parties regarding this subject matter and combines and supersedes all prior discussions, negotiations, understandings and agreements between the parties regarding this subject matter. The Agreement shall be a governed by the laws of the state of Georgia, without regard to any conflicts of law provisions.