



Sponsorship Agreement

Created on _____ [date]

This Sponsorship Agreement [known hereafter as the "Agreement"] is executed on this _____ [date] between _____, known hereafter as the "Sponsor" and MSMA Foundation, known hereafter as the "Sponsee."

Terms of Agreement

1. Sponsee Obligations - The Sponsee will give the Sponsor contribution for the following benefits:

☐ SINGLE (\$250-\$499)

Social Media Mentions
10'x10' Vendor Slot

☐ DOUBLE (\$500-\$999)

(1) 12" x 24" Sign, (1) 3' x 6' Banner
Social Media Mentions
10'x10' Vendor Slot

☐ TRIPLE (\$1,000-\$1,499)

Field Sponsorship, 10'x10' Vendor Slot
(2) 12" x 24" Sign, (2) 3' x 6' Banner
Social Media Mentions

☐ HOME RUN (\$1,500-\$2,499)

Field Sponsorship, 10'x10' Vendor Slot
(4) 12" x 24" Sign, (4) 3' x 6' Banner
Social Media Mentions

☐ GRAND SLAM (\$2,500+)

"Presented By" on website (may not be exclusive)
Field Sponsorship, 10'x20' Vendor Slot
(6) 12" x 24" Sign, (6) 3' x 6' Banner
Social Media Mentions
Additional benefits as stated below...

2. Sponsor Obligations - The Sponsor agrees to pay the amount of \$_____.⁰⁰ made payable to "MSMA Foundation" and due on _____ [date]. Additional obligations as stated below...

3. Sponsor Trademarks and Materials - Subject to the terms and conditions of this Agreement, the Sponsor grants the Sponsee the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with MSMA Softball Tournament. Sponsee agrees to use materials according to Sponsor's trademark usage guidelines.

4. Indemnity

- a. The Sponsor will indemnify, defend, and hold the Sponsee harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on the Sponsor's respective website, use of Sponsor materials, or use of Sponsor's logos and trademarks.

- b. The Sponsee will not be responsible for damage to or loss of property belonging to the Sponsor, its employees, contractors, or agents or for personal injury to the Sponsor's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of the Sponsee and Sponsee's employers, directors, or officers.
 - c. Sponsor will give Sponsee prompt written notice of any suit or claim that comes within the purview of these indemnities.
- 5. Limitation of Liability - In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.
- 6. Term and Termination
 - a. This Agreement will be valid for the period of _____[date] to_____.
 - b. The Sponsee may terminate this Agreement at any time for any reason. In the event that the Sponsee terminates this Agreement for any reason other than Sponsor's breach of Agreement, the Sponsee shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense.
 - c. The Sponsor may terminate this Agreement for breach of Agreement by the Sponsee after giving Sponsee at least ten (10) days prior written notice specifying the nature of the breach and giving the Sponsee at least ten (10) days to resolve such breach. If breach occurs less than ten (10) days before the event, Sponsor may terminate this Agreement if breach is not resolved by the first day of the event.
- 7. Disagreement - In the case of a disagreement at any point, the parties will refer the matter to an independent arbitrator appointed by mutual agreement.
- 8. Miscellaneous
 - a. This Agreement will supersede any or all prior oral or written forms of understanding between the Sponsor and Sponsee. This Agreement may not be amended or modified except when one or both parties execute amendments in writing and amendments are signed by both parties.
 - b. This Agreement shall be governed by and executed in accordance with the laws of the State of Minnesota applicable to agreements made and to be performed entirely within this state.
 - c. The terms and conditions of this Agreement shall not be divulged to any third party without prior written approval from both parties.

In witness whereof, the Sponsee and Sponsor hereby agree to enter into this Agreement on the day and year first written above by affixing their respective signatures below.

[Sponsor Signature]

[Sponsee Signature]

[Sponsor Title]

[Sponsee Title]

[Date]

[Date]