



WFAPA Sponsorship Agreement

This is a Corporate Sponsorship Agreement, dated as of _____, 20____ between Sponsor name: _____ and WFAPA, a nonprofit incorporation.

Client and Sponsor agree as follows:

1. Sponsorship

- a. **Sponsorship Payment** To support WFAPA's charitable activities, Sponsor will make a sponsorship payment to WFAPA in the amount and on the schedule set out in the Sponsorship Plan.
- b. **Publicity by Sponsor** Sponsor may identify itself as a corporate sponsor of WFAPA during the term as provided in the Sponsorship Plan. Except as required by law, Sponsor will not issue any press release or other public statement (including on its website) relating to its Sponsorship without obtaining WFAPA's prior written consent.
- c. **Sponsor Recognition** Sponsor will be a corporate sponsor of WFAPA during the term specified in the Sponsorship Plan. WFAPA will acknowledge Sponsor in accordance with its customary donor recognition and you will also be mentioned in:
 - i. WFAPA Newsletter that is published four times a year in February, May, August and November,
 - ii. On our Facebook page, www.facebook.com/wfapa,
 - iii. On our website, www.wfapa.org, and
 - iv. In our conference folders.
- d. **No Substantial Return Benefit** WFAPA will provide Sponsor no "substantial return benefit" as defined in Section 513(i) of the Code and accompanying regulations. For clarity, any acknowledgment or identification of Sponsor will not include any qualitative or comparative language, references to price, savings or value information regarding any of Sponsor's products or services.
- e. **Non-Exclusive Sponsorship** Unless otherwise provided in the Sponsorship Plan, Sponsor's corporate sponsorship is non-exclusive. Sponsor understands that WFAPA may enter into corporate sponsorship or other similar arrangements with other companies.
- f. **Qualified Sponsorship Payment** The payment contemplated by Section 1.1 is intended to be a "qualified sponsorship payment" within the meaning of Section 513(i) of the Code, and the terms of this Agreement are intended to fall within the safe harbor established in the regulations under Section 513(i).

2. Intellectual Property

- a. **WFAPA Marks** WFAPA grants to Sponsor a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display WFAPA's logo and information.
- b. **Sponsor Marks** Sponsor grants to WFAPA a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display Sponsor's logo and information.
- c. **Ownership** Each of WFAPA and Sponsor acknowledges that (a) it has no interest in the other party's marks other than the license granted under this Agreement, (b) the other party will remain

the sole and exclusive owner of all right, title, and interest in its marks, and (c) any and all goodwill in the other party's marks will inure solely to the benefit of the other party. WFAPA and Sponsor will comply with any reasonable trademark guidelines that the other may provide. For clarity, nothing in this Agreement is intended to give Sponsor any ownership or other rights in any WFAPA property or WFAPA -related property created in connection with the Sponsorship including, without limitation, intangible property such as trademarks, event attendee lists, or mailing lists.

- d. **Non-Permitted Associations** Sponsor may not use WFAPA Marks in any manner that suggests or implies endorsement of political views or religious beliefs, including, without limitation, in connection with any campaign activity for or against a political candidate or in connection with any lobbying activity.

3. Relationship

- a. **Contact Person** Sponsor will appoint one individual to act as principal contact person and to facilitate communication. The initial appointee is identified in the Sponsorship Plan. Sponsor may change its contact person at any time and will so notify the other.
- b. **Recordkeeping** WFAPA and Sponsor will maintain records relating to the Sponsorship in a manner such that each party can evaluate compliance with this Agreement and will make those records available for review by one another on reasonable notice during the term of this Agreement and for a period of one (1) year after termination or conclusion of the Sponsorship. WFAPA and Sponsor will each reasonably cooperate with one another in providing information relating to its activities under this Agreement in connection with any financial or tax audit, or similar matter, in which the other is engaged.
- c. **Independence** WFAPA and Sponsor are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between WFAPA and Sponsor for any purpose. Neither WFAPA nor Sponsor has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.

4. Termination

- a. **Termination on Notice** Either Sponsor or WFAPA may on its own terminate this Agreement providing written notice of that decision to the other. Such a termination will be effective 30 days after delivery of the notice by the terminating party.
- b. **Termination for Breach** If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within 30 days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.
- c. **Termination for Conduct** Either WFAPA or Sponsor may immediately terminate this Agreement by giving written notice to the other if, based on information about Sponsor not known to WFAPA at the time this Agreement is signed, it reasonably believes that the other party has engaged or is engaging in conduct, or has been alleged to have engaged in conduct, including, without limitation, conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the reputation of the terminating party. Such a termination will be effective upon delivery of the notice by the terminating party.
- d. **Consequences of Termination** Upon termination of this Agreement, WFAPA and Sponsor will cooperate in transition activities to minimize adverse impacts of the termination. Client and Sponsor will promptly cease use of any Sponsor Marks and WFAPA Marks, respectively. Sponsor will not be entitled to receive any refund of any payments made to WFAPA prior to termination. If Sponsor terminates this Agreement, Sponsor will be responsible for all remaining payments due as set out in the Sponsorship Plan. If WFAPA terminates this Agreement under Section 4a, or if Sponsor

terminates this Agreement under Section 4b or 4c, Sponsor will have no remaining payment obligations to WFAPA. If WFAPA terminates this Agreement under Section 4b or 4c, Sponsor will be responsible for all remaining payments as set out in the Sponsorship Plan. The provisions of Sections 2c, 3b, 3c, 4, 4d, and 5 will remain effective after termination.

5. General Provisions

- a. **Entire Agreement** This Agreement, together with the Sponsorship Plan and the other exhibits, expresses the final, complete, and exclusive agreement between Sponsor and Client, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealings, or understandings between Sponsor and WFAPA relating to its subject matter.
- b. **Amendment** This Agreement may be amended only as stated in and by a writing signed by both Sponsor and WFAPA which recites that it is an amendment to this Agreement.
- c. **Severability** If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.
- d. **Waiver** Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.
- e. **Assignment** Sponsor may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of WFAPA.
- f. **Third-Party Beneficiaries** This Agreement is for the exclusive benefit of Sponsor and WFAPA and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, vendor, or client of Sponsor or WFAPA.
- g. **Notices** Notices and consents under this Agreement must be in writing and delivered by mail, courier, or email to the contact persons set out in the Sponsorship Plan. These addresses may be changed by written notice to the other party.
- h. **Governing Law** This Agreement will be governed by Wisconsin law.



WFAPA's Treasurer and Sponsor signed this Agreement as of the date set out in its first paragraph.

WFAPA & Sponsor's Name: _____

Signature: _____ Signature: _____

Name: Sherry Benson Name: _____

Title: WFAPA Treasurer Title: _____



WFAPA Sponsorship Form

Sponsorship Plan

Sponsorship Name: _____

Sponsorship Payment: \$25.00 per month (\$300.00) A one-time yearly donation of \$300.00

Payment Schedule: \$25.00 due on _____ day of every month A one-time yearly donation of \$300.00

Sponsorship Term: From _____, 20____ to _____, 20____

Sponsor Data and Contact Person

Sponsor Address: _____

Sponsor Contact Name: _____ Title: _____

Telephone Number: _____ Email: _____

Website address and other social media accounts (example-Facebook, TedTalks, YouTube, Instagram, ...):



Amount Enclosed: \$ _____

Cash: _____ Check #: _____ Credit Card: MasterCard Visa American Express Discover

Credit Card #: _____ Name On Card: _____

Expiration Date: _____ CVV: _____ (3 Digit # On Back Of Your Card) Zip Code: _____

Please email the completed form to misssherry2@yahoo.com.

For any questions or concerns, please contact WFAPA's Treasurer, Sherry Benson,
by phone: 715-923-1124 or by email: misssherry2@yahoo.com.