



## 2020 Corporate Sponsorship Agreement

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Please Check Sponsor Level:

Single Event (Date: _____ )
\$100 Donor/Stop Sponsor
\$200 Start Location Sponsor
\$300 Host/End Location Sponsor
\$500 Entertainment Sponsor

Annual Corporate
\$250 Bronze
\$350 Silver
\$700 Gold
\$1000 Platinum
\$5000 Diamond

Donation:

Check enclosed: \$ _____ Please make check payable to: <b>DBA - Foothills</b>
Please invoice me
In-Kind donation of: _____ Valued at: \$ _____

Please print company Name and web address exactly as it should appear on all materials:

Name: \_\_\_\_\_

Web Address: \_\_\_\_\_

Sponsor shall pay its entire sponsorship fee on or before the event date or a specified event. Start date for "Annual" sponsorships will be the date payment is received. Mail Contract and Payment to: **Downed Bikers Association – Foothills**

**PO Box783  
Hulbert, OK 74441**

\_\_\_\_\_  
Signature of Sponsor and Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Downed Bikers Association - Foothills Representative and Title

Date: \_\_\_\_\_

Terms and conditions: This contract is subject to the terms and conditions stated on the reverse side of this document. Contributor has read, understood and agrees to be bound by these terms as a condition of contribution.



**Terms and Conditions:**

This agreement ("Agreement") is entered by and between the Downed Bikers Association – Foothills ("Affiliate") and ("Sponsor") to set forth the terms and conditions upon which Sponsor agrees to be a local sponsor of Downed Bikers Association – Foothills operation and/or benefit event(s).

**1. General.** Downed Bikers Association – Foothills Chapter is part of the Downed Bikers Association, Inc. Operations and events are conducted by the Affiliate on behalf of and pursuant to an agreement with the Downed Bikers Association, Inc.(DBA) to promote and fulfill its mission to aid persons lost or confined to a hospital due to a motorcycle accident. The Affiliate is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section 502(c)(3), federal tax identification number **84-3776150**.

**2. Term.** This Agreement will begin on the Effective Date set forth above and end either 365 calendar days later for annual sponsorships or the day after the specified event. ("Term")

**3. Event Date/s.** Affiliate will use its best efforts to conduct events on the specified date/s.

**4. Downed Bikers Association Licensed Marks.** Affiliate is a licensee of DBA and hereby grants Sponsor a limited, non-exclusive Sublicense to use the Downed Bikers Association – Foothills Chapter name, Downed Bikers Association® name and accompanying logo service marks ("Affiliate Licensed marks") solely to promote the DBA and DBA-related events during the Term of this Agreement. Sponsor shall not sublicense or transfer the of the Affiliate Licensed Marks to any person or entity without the prior written consent of Affiliate. Sponsor will present to Affiliate, for its prior approval, any item or material that uses or refers to the Affiliate Licensed Marks. All advertising and promotional materials may only be used in the Foothills service area and should refer to Sponsor's relationship to the DBA in the following form; "Local Sponsor of the Downed Bikers Association®. Sponsor shall not use the Affiliate Licensed Marks in advertisements or promotions that contain a reference to any entity which is not a local or national DBA sponsor.

**5. Sponsor Licensed Marks.** Sponsor grants Affiliate a limited, non-exclusive license to use Sponsor's name, logo, service marks and trademarks ("Sponsor Licensed marks") solely for including Sponsor in listings and descriptions of DBA sponsors during the Term of this Agreement. Affiliate shall not sublicense or transfer the use of the Sponsor Licensed Marks to any person or entity without prior written consent of Sponsor.

**6. Sponsorship Benefits/Payment.** Sponsor shall receive the sponsorship benefits set forth on Attachment "A", Sponsorship Brochure to this Agreement. Sponsor shall pay it sponsorship fee a follows: Downed Bikers Association – Foothills Chapter, PO Box 783, Hulbert, OK 74441.

**7. Event Cancellation/s.** Neither DBA nor Affiliate shall be responsible for damage that result from delays or postponements of events due to circumstances beyond their reasonable control. In the event that an event does not take place, Sponsor's sponsorship fee as set forth above shall be treated as a donation to the Affiliate and shall not be refunded.

**8. Relationship/Entire Agreement.** The parties to this Agreement have no legal relationship other than as contracting parties to this Agreement. This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements.

**9. Indemnity.** Each party agrees to indemnify and hold the other harmless from and against any and all expensed, including reasonable attorneys' fees, that the other party may incur by reason of any claim arising out of the indemnifying party's negligence, intentional misconduct performance or failure to perform pursuant to this Agreement, or any service or product sold or provided by the indemnifying party in connection with the event/s. All individuals provided by or associated with sponsor who perform services at event/s shall perform such services at the direction of, under the supervision and control of, and for the benefit of Sponsor. Such individuals shall not perform such services on behalf of DBA or Affiliate and shall not be agents or representatives of DBA or Affiliate. Sponsor shall be responsible, as between Sponsor and DBA and Affiliate, for any injuries or damages caused by or to said Individuals.

**10. Governing Law.** This Agreement shall be governed by the laws of the State of Oklahoma.