

Corporate Sponsorship Terms & Conditions

This is Corporate Sponsorship Agreement (“Agreement”) is entered into by and between San Francisco Arts Education Project (“SFArtsED”), a California nonprofit public benefit corporation, and the party donating to SFArtsED (“Sponsor”) (SFArtsED and Sponsor are referred to herein collectively as the “Parties” and individually as a “Party”). Whereas SFArtsED is a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (“Code”), and whereas Sponsor desires to become a corporate sponsor of SFArtsED, and to provide financial support for SFArtsED and increase public awareness of its mission, on the basis set out in this Agreement, the Parties hereby agree as follows:

1. Sponsorship

1.1 Sponsorship Payment. To support SFArtsED’s charitable activities, Sponsor will make a sponsorship payment to SFArtsED in the amount mutually agreed upon by the parties.

1.2 Sponsor Recognition. Sponsor will be a corporate sponsor of SFArtsED during the term mutually agreed to by the Parties (the “Term”). SFArtsED will acknowledge Sponsor as mutually agreed by the Parties and, if no benefits are mutually agreed upon, SFArtsED will acknowledge Sponsor in accordance with its customary donor recognition practices, as determined in its sole, reasonable discretion (which may include identifying Sponsor as a corporate sponsor of SFArtsED in its internal and external communications, including, without limitation, on SFArtsED’s website and in its marketing and outreach materials).

1.3 Publicity by Sponsor. Sponsor may identify itself as a corporate sponsor of SFArtsED during the Term in internal and external communications, including, without limitation, on Sponsor’s website and in its marketing and outreach materials. 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 SFArtsED’s prior written consent.

1.4 No Substantial Return Benefit. SFArtsED 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 (a) be limited to a statement of acknowledgment or thanks and may include display of Sponsor’s marks in accordance with Section 2, and (b) not include any qualitative or comparative language, references to price, savings or value information regarding any of Sponsor’s products or services.

1.5 No Endorsement by SFArtsED. Under no circumstances will SFArtsED be expected to endorse or promote Sponsor or its products or services, nor will any such endorsement or promotion be implied or construed based on SFArtsED’s acceptance of Sponsor’s payment or acknowledgment or identification of Sponsor. Sponsor will not state or imply, orally or in writing, that SFArtsED, or its respective officers, directors, or employees, endorse Sponsor or its products.

1.6 Non-Exclusive Sponsorship. Sponsor’s corporate sponsorship is non-exclusive. Sponsor understands that SFArtsED may enter into corporate sponsorship or other similar arrangements with other companies, including, without limitation, companies with whom Sponsor may compete.

1.7 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

2.1 SFArtsED Marks. SFArtsED grants to Sponsor a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display SFArtsED’s trademarks, logo(s) and branding, as provided or approved by SFArtsED, with reasonable alteration for formatting, size, etc permitted, for the limited purposes set out in Section 1.3.

2.2 Sponsor Marks. Sponsor grants to SFArtsED a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display Sponsor's trademarks, logo(s) and branding, as provided or approved by Sponsor, with reasonable alteration for formatting, size, etc permitted, for the limited purposes set out in Section 1.2.

2.3 Ownership. Each of SFArtsED 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. Each of SFArtsED and Sponsor will comply with any reasonable trademark guidelines that the other may provide in writing. For clarity, nothing in this Agreement is intended to give Sponsor any ownership or other rights in any SFArtsED property or SFArtsED-related property created in connection with the Sponsorship including, without limitation, artwork, intangible property such as trademarks, event attendee lists, or mailing lists.

2.4 Non-Permitted Associations. Sponsor may not use SFArtsED 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

3.1 Contact Person. SFArtsED and Sponsor will each appoint one individual to act as principal contact person and to facilitate communication. SFArtsED and Sponsor each may change its contact person at any time and will so advise the other.

3.2 Recordkeeping. SFArtsED 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 three (3) years after termination or conclusion of the Sponsorship. SFArtsED 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.

3.3 Independence. SFArtsED and Sponsor are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between SFArtsED and Sponsor for any purpose. Neither SFArtsED 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. Indemnification. Sponsor will defend, indemnify and hold SFArtsED and its directors, officers, employees, agents, and assigns (the "SFArtsED Party(ies)"), harmless against all third party or other claims, liabilities, losses, damages, and expenses, including, without limitation, reasonable attorneys' fees, which any SFArtsED Party may suffer and which arise directly or indirectly from: (a) Sponsor's performance of the services under or in breach of this Agreement; (b) any claims by employees, clients, subcontractors, suppliers, creditors, tax authorities, or other persons in a relationship with Sponsor; (c) any claims of infringement, misappropriation, or otherwise regarding Sponsor's trademarks, branding or other materials made available to SFArtsED or approved for use by Sponsor; or (d) any claims related to tax, insurance contributions, workers' compensation law, or other laws applicable to Sponsor. Sponsor will have no obligation to indemnify a SFArtsED Party to the extent the liability is solely caused by SFArtsED's gross negligence or willful misconduct.

5. Termination

5.1 Termination on Notice. Either Sponsor or SFArtsED may on its own terminate this Agreement by 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.

5.2 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 15 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.

5.3 Immediate Termination. Either SFArtsED or Sponsor may immediately terminate this Agreement by giving written notice to the other if it determines, in its sole, reasonable discretion that the other Party has engaged or is engaging in conduct that reflects 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.

5.4 Effect of Termination. Upon termination of this Agreement, SFArtsED and Sponsor will cooperate in transition activities to minimize adverse impacts of the termination. Sponsor will make any remaining payments due to SFArtsED. SFArtsED and Sponsor will promptly cease use of any Sponsor Marks and SFArtsED Marks, respectively. Sections 2.3, 3.2, 4, 5.4, and 6 will survive the termination of this Agreement.

6. General Provisions

6.1 Entire Agreement, Amendment & Severability. This Agreement expresses the final, complete, and exclusive agreement between SFArtsED and Sponsor, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between SFArtsED and Sponsor relating to its subject matter. This Agreement may be amended only as stated in and by a writing signed by both SFArtsED and Sponsor which recites that it is an amendment to this Agreement. If there are any inconsistencies between any amendment and this Agreement, this Agreement will control. 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.

6.2 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.

6.3 Assignment. Sponsor may not assign its rights or delegate its duties under this Agreement without the express, prior written consent of SFArtsED.

6.6 Governing Law. This Agreement will be governed by California law. Any claims relating hereto will be brought in the federal or state courts (as appropriate) in San Francisco County, CA.

6.7 No Third-Party Beneficiaries. Except as provided in Section 4, this Agreement is for the exclusive benefit of SFArtsED and Sponsor and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, or vendor of SFArtsED or Sponsor.

6.8 Notices. Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, fax, or e-mail to the contact persons designated by the Parties. These addresses may be changed by written notice to the other Party.

6.9 Force Majeure. Neither Party will be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond the control of the Party unable to perform. The non-performing Party will notify and consult with the other Party regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.