

DIVISION OF STUDENT AFFAIRS SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (“Agreement”) is made and entered into by and between the University of Florida Board of Trustees, a public body corporate of the State of Florida, for and on behalf of the University of Florida and its Division of Student Affairs (“UF”), and _____, a Florida corporation (“SPONSOR”), collectively referenced as the “Parties.”

RECITALS

WHEREAS, UF is a public educational institution with its principal place of business in Gainesville, Florida; and

WHEREAS, UF holds various gatherings and events for students each year which are designed to enhance the student experience;

WHEREAS, UF desires to raise revenue by providing sponsorship opportunities for businesses in conjunction with its various gatherings and events; and

WHEREAS, SPONSOR wishes to sponsor _____ (“Event”), to be held on _____, upon the terms described herein.

NOW, THEREFORE, the Parties agree as follows:

I. TERM. This Agreement shall be effective upon the date shown below for the last party to sign this Agreement and shall remain in effect until _____, 202__.

II. PAYMENT. SPONSOR shall pay to UF the amount of _____ upon signing this agreement. Of that amount, _____ shall be for the display area space (**IF APPLICABLE**). Payment shall be made to the University of Florida Foundation, Inc.

III. SPONSORSHIP PROMOTIONAL OPPORTUNITIES. UF shall provide Sponsor with the following sponsorship opportunities:

- A. Listing as Sponsor. SPONSOR shall be listed as (**Option 1** the exclusive) (**option 2** a sponsor of the Event) on any signage for the Event and in any advertisements promoting the Event. SPONSOR’s logo shall be included in any print materials promoting the Event.
- B. Display Area Space. (**IF APPLICABLE**) SPONSOR will receive display area space during the Event at a site to be determined by UF in its sole discretion. The space will be approximately __ ft. x __ ft. SPONSOR will be solely responsible for paying for the cost of physical set up (tent, tables, chairs, clothing/display racks) and the cost of power to the activation including generators. All physical set up must be completed no later than two hours before the event and disassembled no later than 2 hours after the event. Should SPONSOR fail to remove all equipment in a timely fashion, UF will remove the equipment as SPONSOR’s expense. SPONSOR agrees to abide by all applicable UF rules and regulations.

- C. Logo and Slogan. (IF APPLICABLE) SPONSOR'S logo and slogan will be included whenever SPONSOR is mentioned.
- D. Locations, Telephone Number, Internet Address. (IF APPLICABLE) SPONSOR'S location, telephone number and internet address will be included whenever SPONSOR is mentioned.

IV. SPONSOR OBLIGATIONS. (INCLUDE IF DISPLAY SPACE IS PROVIDED)

SPONSOR shall do the following:

- A. Be the sole operator of SPONSOR'S display space. UF will not participate in the operation of SPONSOR'S display space.
- B. Be solely responsible for remitting any and all sales tax for any sales made from SPONSOR'S display booth.
- C. Be solely responsible to pay for the cost of physical set up (tent, tables, chairs, clothing/display racks) and the cost of power to the activation including generators.
- D. Be solely responsible for the security of SPONSOR'S display and other supplies/equipment at each Event.
- E. Agree and acknowledge that any additional items needed, outside of the allotted square foot footprint, must be pre-approved by UF. Items outside of this footprint will be removed at the cost of the SPONSOR.

V. SECTION CAPTIONS. Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof.

VI. NOTICES. All required notices, statements and payments shall be in writing and deemed given if sent postage prepaid via Certified mail, or by other means of express courier service with confirmed delivery or electronic transmission the receipt of which is acknowledged by the receiving party, to the parties addressed below, or such other addresses as either party may later designate to the other change.

SPONSOR address:

UF's address:

University of Florida
Division of Student Affairs
Gainesville, FL 32611

VII. ENTIRE AGREEMENT. Upon execution by both Parties, this Agreement shall constitute the entire understanding between UF and SPONSOR as to the subject matter hereof and may not be altered or modified except by written agreement, signed by both parties. Any previous agreements between both Parties shall have no further force and effect.

VIII. WAIVER. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

IX. ASSIGNMENT. The rights granted to SPONSOR by UF hereunder are personal to SPONSOR and shall not be assigned, delegated or passed through outside of any SPONSOR owned and/or controlled entity without UF prior written approval, which approval shall not be unreasonably withheld.

X. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, agency or other like relationship between the parties. Neither shall be bound by the acts or the conduct of the other.

XI. INDEMNIFICATION. SPONSOR agrees to hold UF harmless from any and all liability, of whatever nature or description, arising out of or relating in any manner to the services rendered or products produced, distributed or sold by SPONSOR.

XII. COMPLIANCE WITH LAW. The Parties agree to comply with all applicable laws, regulations and policies that govern each individual Party, including UF regulations, rules, policies and procedures.

XIII. PUBLIC RECORDS. This Agreement is, and any other documents made or received by UF in connection with this Agreement, are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise confidential and/or exempt from disclosure under applicable law.

XIV. GOVERNING AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any litigation between Parties shall be commenced and maintained exclusively in the United States District Court for the Northern District of Florida or the state courts in and for Alachua County, Florida.

XV. NO THIRD PARTY BENEFICIARIES. The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement and their respective successors and permitted assigns.

XVI. SEVERABILITY. This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

XVII. AUTHORITY. Each Party represents and warrants it has full authority to enter into and bind itself to this Agreement on behalf of that Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date last written below.

**THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES**

SPONSOR

By: _____
Nancy Chrystal-Green, Ph.D.
Assistant Vice President,
Division of Student Affairs

By: _____

Date: _____

Date: _____