



Student Activities, Student Organizations,
and Student Center Complex Programs
University of Miami
1330 Miller Drive, SC 206
Coral Gables, FL 33146-6924
P: (305) 284-6399 | F: (305) 284-5987

UNIVERSITY OF MIAMI CONTRACT# _____

UNIVERSITY OF MIAMI SPONSORSHIP AGREEMENT (SASO)

This Sponsorship Agreement ("Agreement") is effective as of the date of last signature between the Sponsor identified below and the University of Miami ("University") and outlines the terms under which the Sponsor agrees to provide sponsorship funds (the "Sponsorship") in support of the University organization or event referenced in Section 1.

1. Sponsorship Information:

a. Sponsor	(Full Business Name): _____ Address Line 1: _____ Address Line 2: _____ City, State & Zip: _____ Phone: _____ Email: _____
b. Sponsorship Details	Sponsorship will provide University the following payment and/or in-kind goods or services: - Payment, if any: \$ _____ - In-Kind Goods or Services, if any: _____ Total In-Kind Value: \$ _____ Total Sponsorship Value: \$ _____

c. Due Date(s) for Payment and In-Kind Goods or Services	
d. University Organization	UM Organization: _____ UM Organization Advisor Name: _____ Email Address: _____
e. Event Description (if applicable)	
f. Event Date and Location (if applicable)	
g. Sponsorship Benefits	In return for the Sponsorship, University agrees to provide Sponsor the benefits either set forth below or in the attached invoice or benefits package:

h. University Contact(s)	<p>The following individual(s) are Sponsor's point of contact related to this Sponsorship</p>
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2. **Terms and Conditions**

- a. If Sponsor, or any employees, representatives, agents or suppliers of Sponsor, collectively "Sponsor Attendees", will be present on University premises as part of an Event, Sponsor Attendees shall comply with applicable University policies and procedures, including, but not limited to, those regarding health and safety.
- b. If the Benefits set forth in Section 1 include an activation space or table at an Event, Sponsor will provide University a Certificate of Insurance evidencing commercial general liability insurance, covering claims for bodily injury and property damage with limits of liability not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. The insurance coverage shall be primary over any insurance or self-insurance maintained by the University. A waiver of subrogation by sponsor in favor of the University shall be provided. The Certificate of Insurance requirements are as follows:
 - "University of Miami" must be listed as additional insured.
 - The certificate holder details should list:
 - University of Miami
 - Risk Management Department
 - P.O. Box 248106
 - Coral Gables, FL 33124-2945
 - The Certificate of Insurance must be submitted to the University Organization identified above at least two weeks prior to the Event and will be reviewed by the University's Risk Management department (P.O. Box 248106, Coral Gables, FL 33124-2945; phone: 305-284-3163; fax: 305-284-3405) prior to the Event to ensure that it meets these requirements.

Sponsor shall also ensure that any suppliers or other third parties it engages in relation to its activities at the Event shall carry the same insurance coverage.

- c. Sponsorships are generally not tax deductible. Sponsor acknowledges it has had the opportunity to seek independent professional advice relating to legal, accounting and tax issues with respect to this Agreement and has not relied on any statements made by the University regarding such issues. This Agreement will be deemed to have been drafted jointly by the parties, and in the event of any ambiguity, shall not be construed or interpreted against the drafting party.

- d. Consumption of alcoholic beverages on University premises is prohibited.
- e. University will be permitted to photograph or record the Event for the sole use of University and its publications.
- f. University reserves the right, in its sole discretion, to (i) cancel the Event should it deem it necessary for public health, safety, or other business reasons, and (ii) change the date of the Event as needed. Additionally, University reserves the right to terminate the Agreement upon written notice to Company. In the event University cancels the Event or terminates the Agreement, University will promptly refund Company any Sponsorship funds paid to University. However, if the date of the Event is changed, no refund will be issued and all benefits will carry over to the new date.
- g. Should Sponsor, through no fault of University, fail in any manner to provide the Sponsorship or otherwise breach the terms of this Agreement, University shall have the right to terminate this Agreement and any remaining Benefits to be provided to Sponsor. In the event of any breach of this Agreement by Sponsor, University reserves its right to seek to recover as damages any monies expended or lost by University as a result of Sponsor's failure to perform as agreed. This provision does not apply if the Event is canceled by University pursuant to subsection (h) above.
- h. Sponsor shall comply with all applicable local, state and federal statutes, ordinances, rules and regulations.
- i. Neither Party will be liable or deemed to be in default of this Agreement for any delay or failure in performance or other interruptions of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, accidents, fires, explosions, earthquakes, hurricanes, floods, failure of transportation, strikes or other work interruptions caused by either Party's employees, or any similar cause beyond the reasonable control of such Party.
- j. It is understood and agreed that University has the sole control over the Event. Sponsor agrees that Sponsor and Sponsor Attendees shall not engage in any disruptive or disorderly conduct on University premises.
- k. University reserves the right, in its sole discretion, to deny entry to the Event venue to any Sponsor Attendee that the University deems a security risk or likely cause a disruption. University further reserves the right to restrict activities of the audience at the Event if University determines that such activities pose a security risk, a significant disturbance of the peace, or could cause damage to University property.
- l. Sponsor is obligated to compensate the University for any damage to or theft of any University property caused by Sponsor or Sponsor's Attendees.
- m. Sponsor agrees to indemnify, defend and hold the University harmless for any claims, costs, damages, liabilities, and judgments (including regulatory actions and reasonable attorney's fees and court costs) arising out of breach of any provision of this Agreement by Sponsor or Sponsor Attendees or any property damage or personal injury (including death) caused by Sponsor or Sponsor Attendees.

- n. University is not responsible or liable for any damage to Sponsor's property that was beyond the control of University.
- o. Sponsor may identify itself as a sponsor of the University Organization or the Event only upon written approval of an authorized employee of University. Sponsor must obtain written permission from an authorized employee of University at least ten (10) days prior to the Event if Sponsor intends to make recordings of or photograph any portion of the Event (collectively, the "Footage"). Any permitted uses of the Footage will be detailed in the written permission provided by University. Except as expressly permitted in this paragraph, Sponsor will not issue any press release or other public statement (including on its website or social media) relating to the Sponsorship and will not use University's or its employees' names, logos, or trademarks. This clause shall survive termination of this Agreement.
- p. It is expressly understood that the individual signing for Sponsor has the power to bind the Sponsor to the terms of this Agreement.
- q. This Agreement will be governed by and interpreted pursuant to the laws of the State of Florida without giving effect to its conflict of law provisions. Any dispute under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts residing in Miami-Dade County, Florida. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in Miami-Dade County, Florida.
- r. All notices and correspondence of a legal nature relating to this Agreement shall be sent by email. Such notices and correspondence will be sent to the Sponsor email address listed in Section 1.a. Such notices and correspondence to University will be sent to contracts@miami.edu with a copy sent to the University email addresses listed in Section 1.h.

[signatures on the following page]

The parties, intending to be legally bound, have executed this Agreement through their authorized signatories as follows.

SPONSOR:

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF MIAMI:

Authorized Signatory:

By: _____

Name: Humberto Speziani

Title: _____

Date: _____

Student Activities and Student Organizations

By: _____

Name: Joshua Brandfon

Title: _____

Date: _____

Advisor

By: _____

Name: _____

Title: _____

Date: _____