



## AGREEMENT FOR SPONSORSHIP

This Agreement ("Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ ("Sponsor") and the University of Miami, a Florida not-for-profit corporation ("University") is as follows:

**WHEREAS**, the Sponsor desires to make a gift to the University for the benefit of the student organization named \_\_\_\_\_

**WHEREAS**, the University is relying on the proceeds of the gift to fund the as set forth herein and in accordance with the wishes of the Sponsor,

**WHEREAS**, in accordance with certain terms and conditions set forth; and

**NOW THEREFORE**, the parties mutually agree as follows:

1. The Recitals to this Agreement are true and correct and are incorporated herein.
2. The Sponsor pledges to make a gift to the University of \$\_\_\_\_\_ payable on or before \_\_\_\_\_. The full amount \$\_\_\_\_\_ (\$\_\_\_\_\_ Cash and/or \$\_\_\_\_\_ In-Kind donation) of the Sponsor's funds is to be used in support of \_\_\_\_\_. \$\_\_\_\_\_ is the amount of the funds that are not tax deductible and considered a benefit to the Sponsor.
3. Benefits of the sponsorship include:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Each party acknowledges that 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 other party or its representatives. In view of the foregoing and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall 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.
5. If, in the opinion of the President or the Executive Committee of the Board of Trustees of the University, all or part of the Fund cannot, in the future, be applied usefully to the above purposes, it may be used for any related purpose which, in the opinion of the President or the Executive Committee of the Board of Trustees will most nearly accomplish the wishes of the Sponsor as expressed herein.
6. Consumption of alcoholic beverages on University premises is prohibited.

7. The Sponsor must get expressed written permission from the University at least ten (10) days prior to the event if Sponsor intends to record the event.
8. The University shall be permitted to photograph the event after consultation with the Sponsor. These photographs will be for the sole use of the University and its campus publications.
9. Should the Sponsor, through no fault of the University, fail in any manner to provide the event contemplated herein, the University shall have the right to cancel any remaining events provided for under this contract and recover as damages any monies expended or lost by the University as a result of the Sponsor failure to perform as agreed under the contract, unless the contemplated event is canceled by the University without cause.
10. The University shall have the right to terminate the event in the event the Sponsor does not comply with any and all applicable local, state and federal statutes, ordinances, rules and regulations, terms of this rider, or for safety reasons in the sole discretion of the University. In the event the University must terminate the event due to the actions of the Sponsor, the University shall be relieved of any and all obligation to make payment under this contract and shall be entitled to a return of any monies paid hereunder.
11. If the event contemplated herein shall be canceled by either party due to the occurrence, or threatened occurrence of an Act of God, this contract shall be mutually agreed canceled and the University's shall be discharged from any obligation to pay any money pursuant to this contract.
12. The University may consult with the Sponsor, to decide whether the Sponsor shall perform in the event of unfavorable weather conditions. In the event of in climate weather, the University shall have the right to delay the time of the performance by 1 hour to allow for improvement in weather conditions. The University shall also have the right to choose an alternative concert site in case of unfavorable weather conditions.
13. It is understood and agreed that the event contemplated herein is designed and proposed solely to entertain the students, guests, faculty and administration of the University of Miami. The Sponsor expressly agrees that neither he/she nor any member of his/her group, if any, nor anyone in any way connected with the event, shall say or do anything calculated to, or which might reasonably cause, or tend to collectively, to react in a manner which the University in its sole judgment may consider to be disruptive, disorderly or a disturbance of the peace. Furthermore, the Sponsor expressly agrees that no part of the event to be given, in the sole judgment of the University, be offensive to good taste, order and decorum. Should the Sponsor any in any manner, fail to perform in accordance with the terms hereof, then the University shall have the right to stop said event and/or recover any monies paid hereunder.
14. The University reserves the right to deny admittance to the event venue to anyone the University deems, by its sole discretion, to be a security risk or who may likely cause a disruption. The University further reserves the right to restrict the activity of the audience, if the University, in its sole judgment, deems the activity of the audience to be a security risk, a significant disturbance of the peace, or a direct cause of potential damage to University property.
15. Sponsor is obligated to compensate the University for any damage to or theft of any University property, which is caused by the negligent or reckless acts of the Sponsor, their management, road crew, or any guests of the Sponsor.
16. Sponsor agree(s) to indemnify and hold the University harmless and to reimburse the University for any breach of Sponsor obligations and warranties specified herein, and for any claims, costs, damages, liabilities, and judgments which are the direct result of Sponsor breach of any provision of this agreement. Sponsor agrees to indemnify and hold harmless the University for any claims of third parties, which are the result of the negligence of artists, its road crew, agents, management, and guests.
17. The University of Miami is not responsible or liable for any damage to Sponsor's property which was beyond the control of the University.

18. The Sponsor severally engaged musicians or entertainers, etc. Sponsor will submit every claim, dispute, controversy or difference involving the services arising out of or connected with this contract, and the engagement covered hereby, for determination by legal advisors of the University and the Sponsor or between the Sponsor and the Vice President for Student Affairs. Such determination shall be binding upon both parties.
19. Sponsor may identify itself as a sponsor only upon approval of an authorized representative of University. Sponsor will not issue any press release or other public statement (including on its website) relating to its sponsorship, and will not under any circumstances use University's or its employees' names, logos, or trademarks without obtaining prior written consent of an authorized representative of the University. This clause shall survive termination of this Agreement.
20. It is expressly understood that the party signing for Sponsor has the power of attorney to bind the Sponsor to the terms of this contract.
21. Florida law shall govern this agreement.

All notices and correspondence relating to this agreement shall be forwarded by overnight mail service to the following:

Advisor Name: \_\_\_\_\_  
 Advisor Title: \_\_\_\_\_  
 Advisor Mailing Address: \_\_\_\_\_  
 Advisor Email Address: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Sponsor:** \_\_\_\_\_

**University of Miami:**

\_\_\_\_\_  
 Sponsor Signature

\_\_\_\_\_  
 Humberto Speziani, Assistant Vice President,  
 Business Services

\_\_\_\_\_  
 Print Sponsor Name

\_\_\_\_\_  
 Dr. Joshua Brandfon, Senior Director, Student  
 Activities & Student Organizations

\_\_\_\_\_, Advisor

Admin Use Only: SASO Contract Manager Initial: _____ Date: _____
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