



# Sponsor Agreement

## Terms & Conditions

**Dear Sponsor,** welcome to Project Blue World Foundation as a Sponsor. We look forward to achieving many successes together. Details of Sponsorship to be managed as per this agreement.

**NOW THEREFORE** in consideration of the mutual covenants of the parties set forth in this Agreement and other good and valuable consideration, the '**Organization**' (Project Blue World Foundation) and '**Sponsor**' (Individual or Organization Sponsoring) agree as follows:

1. **SPONSOR** – Individual or Organization that provides funds, labour or other resources to the Organization in exchange for advertisement of logo on the Organization's website and other informal or formal advertising presentation materials.
2. **COMPLIANCE** - The Organization and Sponsor will comply with terms and conditions of this agreement.
3. **TERM** - This Sponsorship Agreement (the Agreement) begins on date of sponsor intake form submission to the Organization by website intake form or by other contract between the Sponsor and the Organization, agreement remains in full force and effect indefinitely until ended.
4. **SPONSORSHIP DETAILS:** The Sponsor agrees to enter into sponsorship agreement to provide sponsorship to the Organization. The Organization is receiving Sponsorship from the Sponsor as per the sponsorship details and terms and conditions set out in this Agreement and intake form (or other contract) details. Sponsorship may be in the form of funding, labour or other resource, to be identified in the intake form or other form of writing between the Organization and the Sponsor. If providing funding the Sponsor agrees to make the payment as per their intake form one time or at repeating intervals as they select.
5. **LICENSE** – The Sponsor hereby grants the Organization a nonexclusive limited license to use, and display its logo, and trade names (each, a "Sponsor Trademark") in connection with the promotion and advertisement of the Organization and its services.
6. **PAYMENT**– The Sponsor provides payment for sponsorship opportunity as per the size of the Sponsor company to the Organization and or Payment can be in labour or other resources as per contract between the Organization and the Sponsor.
7. **SPONSOR REPRESENTATIONS AND WARRANTIES** – The Sponsor represents and warrants that it has full authority to enter into this agreement and warrants that the Sponsor's logo and other intellectual property provided to the Organization do not infringe on any third-party rights.
8. **ADVERTISING** – Sponsorship provides advertising opportunity for the Sponsor with the Organization. Sponsor companies gain their logo in the Organizations website sponsor page. The Organization may list Sponsor's logo in presentation materials and may announce Sponsors name and list Sponsors name during public and private presentations, online and at conferences, markets, trade shows or other events or in press releases. The Organization attends many events and is not required to notify the Sponsor of each event or publication as it occurs.
9. **NO GUARANTEE ON ADVERTISEMENTS** - The Organization makes no guarantee of results of advertisement of the Sponsor. The Organization will have no liability, consequential, special, punitive or otherwise, which might arise from the use by the Organization of the Sponsors logo or name.
10. **OWNERSHIP.** All Sponsor Trademarks provided to the Organization are the Sponsor's sole property, and the Organization has no ownership or other intellectual property rights in those items.
11. **CHANGES**– The Organization and Sponsor are responsible to communicate and provide information in timely matter relating to any changes that affect the sponsorship.
12. **ADJUSTMENT, RENEWAL OR CLOSURE**– Sponsor agreements are annually renewing, Sponsor can select to terminate or adjust details at time of renewal or the agreement may be ended at any time with written notice to the Organization.
13. **CONFIDENTIALITY** - Each of the Organization and the Sponsor may disclose to the other information it considers confidential to facilitate the Service and ensure confidentiality to be carried out as per contract requirements. The Organization will hold Confidential all information relating to the business of the Sponsor which would reasonably be considered to be proprietary to the Sponsor, its team, suppliers and any beneficiaries of the service.
14. **INDEMNIFICATION** – The Sponsor will indemnify, defend and hold the Organization and their respective directors, officers, staff and volunteers or partners, contractors and suppliers, harmless from and against any and all third party claims, liabilities, damages, and expenses, resulting from the Organizations use of Sponsors Marks in accordance with the terms of this Agreement.
15. **SAFE PRACTICES**–The Sponsor and the Organization will practice professional and safe practices as required.
16. **WAIVER & RELEASE OF LIABILITY** – The Sponsor release forever discharges and holds the Organization harmless from any or all liabilities, claims and demands of whatever kind or nature, which arise from the sponsorship of the Organization. The Sponsor understands that this release discharges the Organization from any liability or claim from the Sponsor in the event of any bodily injury, illness, death or property damages that may arise while performing sponsorship activity.
17. **GOVERNING LAW** - This Agreement will be governed by, and interpreted in accordance with, the laws in force in the Province of Manitoba, and the parties expressly attorn to the exclusive jurisdiction of the courts of Manitoba for enforcement thereof.
18. **COMMUNICATIONS** – Contacts for sponsorship agreement, changes or questions are to be submitted by email to [info@projectblueworld.ca](mailto:info@projectblueworld.ca).