



CLUBS AND SOCIETIES SPONSORSHIP AGREEMENT

This Agreement between Ontario Tech Student Union (“OTSU”), acting on behalf of its affiliate _____ and _____, where _____ will provide support to the _____ in exchange for certain sponsorship rights;

WHEREAS _____ and _____ desire to set out terms and conditions of the sponsorship for the _____ to be held on _____ where _____ will provide to _____ a financial consideration in exchange for benefits as set herein;

NOW THEREFORE in consideration of the promises, covenants, and agreements of the parties contained in this Agreement, the parties covenant and agree as follows:

1. **TERM**

The term of this Agreement shall be for the above-mentioned event upon signature of this Agreement by both parties. This Agreement may not be renewed.

It is agreed and understood that from time to time scheduling conflicts and unforeseen circumstances may require the rescheduling of events. This will in no way affect the validity or enforceability of this agreement but will transfer it to the new date. Should _____ be unable to accommodate the new date, _____ shall have the right to cancel this agreement with no penalty to either party.

2. SPONSORSHIP FEES

shall pay to
a sponsorship fee of \$XX,XXX.

The OTSU shall submit and invoice for such sponsorship fee. The sponsorship fee shall be paid as follows:

OR

shall provide the following goods/services to
on _____ as set forth in

Schedule "A" attached hereto.

3. SPONSORSHIP ENTITLEMENTS

entitlements with respect to the sponsorship are set forth in Schedule "A" attached hereto.

4. INDEMNITY

shall indemnify and save OTSU and its affiliates and their respective directors, officers, employees, and agents harmless from any and all actions, proceedings, claims, demands, losses, debts, costs and expenses (including reasonable legal fees and expenses) that may be brought against or suffered by _____ or that it may sustain, pay or incur, that are directly or indirectly attributable to the performance or non-performance by the OTSU, or its affiliates, of its obligations under this Agreement.

5. LIMITED LIABILITY

Under this Agreement, a party's total cumulative liability in connection with the products or services provided under this Agreement, whether based upon warranty, contract, negligence, or otherwise shall not exceed _____.

6. RELATIONSHIP OF PARTIES

This Agreement does not constitute either party as the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in contract, in tort or otherwise howsoever except as provided in this Agreement.

7. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all prior oral and written understandings, arrangements and agreements relating thereto. Any amendment to this Agreement must be in writing and signed by both parties.

8. ASSIGNMENT

Any rights or obligations of this Agreement are non-assignable by either party without the prior written permission of the other party.

9. SPONSORSHIP PAYMENT AND INVOICE DATA COLLECTION

9.1 **Monetary Donation/Payment:** In exchange for sponsorship,

the _____ agrees to provide a monetary donation of at least \$XXX per event or an in-kind contribution of similar value, as outlined above.

The payment will be made in accordance with the terms outlined in this agreement.

9.2 **Invoice Data Collection:** For the purpose of processing payments and issuing invoices,

the _____ agrees to provide the following information:

Billing Contact Name

Billing Address

Phone Number

Email Address

Tax Information (if applicable)

Preferred Payment Method: Direct Deposit

This information is required in order to facilitate smooth invoicing and ensure that payment is processed in a timely manner. All information provided will be kept confidential and used solely for invoicing purposes.

10. PROPER LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. To be filled out in full.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed are:

PER (Sponsor Name):

Name Date

Email

PER Ontario Tech Student Union

Executive Director Date

(CAMPUS CLUBS/SOCIETY NAME) REPRESENTATIVE (NON-BINDING)

Name Date

SCHEDULE "A"

Entitlements:

Entitlements: