



SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the "Agreement") is made and entered into by and between **MARIETTA COLLEGE**, located at 215 Fifth Street, Marietta, OH 45750 (the "College"), and _____ located at _____ (the "Sponsor").

RECITALS

WHEREAS, the College is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, committed to its mission of providing quality education and community engagement; and

WHEREAS, in exchange for the sponsorship amount described below, the Sponsor desires to identify itself as a sponsor of the College's event(s), program(s), and/or activity(ies) described below through a sponsorship that qualifies as a tax-deductible charitable gift.

NOW, THEREFORE, the parties agree as follows:

1. Sponsorship Purpose and Details

1.1 **Event/Program Name:** _____

1.2 **Event Date(s):** _____

1.3 **Sponsorship Type:** ☒ Qualified Sponsorship Payment

1.4 **Sponsorship Amount:** \$ _____

1.5 **Sponsorship Deliverables:**

The Sponsor agrees to provide the following:

2. Acknowledgment and Recognition

2.1 The College will acknowledge the Sponsor's contribution in accordance with IRS regulations and as outlined in the College's Sponsorship Policy.

2.2 The Sponsor will receive acknowledgment through the following methods:



2.3 No substantial return benefit, including advertising or endorsements, shall be provided to the Sponsor, ensuring the sponsorship qualifies as a tax-deductible charitable gift. The payment amount to be made by the Sponsor is intended to be a qualified sponsorship payment as defined in the Internal Revenue Code.

3. Term and Termination

3.1 This Agreement will commence on the date of execution and terminate upon the conclusion of the Event/Program unless otherwise agreed in writing by both parties.

3.2 Either party may terminate this Agreement upon thirty (30) days' written notice if the other party materially breaches its obligations under this Agreement.

3.3 The College may immediately terminate this Agreement upon written notice to the Sponsor, if the College determines that continued affiliation with the Sponsor is inconsistent with the College's mission or philosophy and/or adversely impacts the reputation of the College. If the College terminates this Agreement under this subsection, the Sponsor will only be required to pay for a pro-rata portion of the sponsorship payment due to the College based on the sponsorship recognition actually provided to the Sponsor by the College prior to termination. If the Sponsor has, as of the effective date of termination, paid to the College more than the pro-rata amount, the College will refund the difference to the Sponsor within thirty (30) days after the effective date of termination.

4. Compliance with Policies and Laws

4.1 The College reserves the right to decline or terminate sponsorships that conflict with its mission, values, or Sponsorship Policy.

4.2 The Sponsor agrees to comply with all applicable federal, state, and local laws, including IRS guidelines for Qualified Sponsorship Payments.

5. Trademarks

This Agreement does not provide Sponsor with any rights to use names, trademarks or logos of the College. Approval for use of College names, trademarks, and logos must be separately obtained from Communications and Brand Marketing, and approval may not be granted or may be conditioned upon a separate licensing agreement.

6. Indemnification

The Sponsor shall indemnify, defend, and hold harmless the College, its officers, employees, agents and students, from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and description or damages to persons or property arising out of or in connection with the Sponsor's breach of this Agreement or violation of applicable laws. This section shall survive expiration or termination of this Agreement.

7. No Endorsement or Calls to Action

Notwithstanding anything to the contrary contained herein, no recognition of Sponsor by the College may state or imply that the College endorses the Sponsor, or the Sponsor's goods or services. The parties hereto acknowledge and agree that this Agreement shall not be construed or represented as an endorsement by the College



of Sponsor or Sponsor's goods or services. No sponsorship recognition materials shall contain a comparative or qualitative description of the Sponsor's goods or services, price information about the Sponsor's goods or services, or any other message that is a call to action related to Sponsor's goods or services.

8. No Partnership or Joint Venture

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the parties, and the parties shall be treated as independent contractors in all respects.

9. No Assignment

This Agreement is specific to the parties, and may not be assigned or sublicensed by Sponsor without the prior written permission of the College.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, discussions, or negotiations. It may be amended only in writing signed by both parties.

11. Binding Effect

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties hereby irrevocably consent to the exclusive jurisdiction of (and waive dispute of venue in) the courts of the State of Ohio located in Washington County, Ohio.

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

MARIETTA COLLEGE

By: _____

Name: Bethany Leslie

Title: Vice President for Advancement

Date: _____

SPONSOR

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Date: _____

**Please sign and return to Stephanie Peloquin at skp003@marietta.edu to facilitate countersignatures on behalf of MC.*

FOR INTERNAL USE ONLY

Account number for sponsorship payment deposit: _____