

## Sponsorship Terms of Agreement

The University of Florida Leadership and Education Foundation (UFLEF) is a Florida nonprofit corporation, tax-exempt under IRS Code § 501(c)(3) and is currently located at 2311 Mowry Road, Bldg. 78, Gainesville, Florida, and offers opportunities for sponsorship of educational conferences.

It is understood the "Sponsor" identified on the Sponsorship Commitment Form, wishes to obtain benefits described in the Sponsorship Prospectus for their selected sponsorship category. As a result, both UFLEF and Sponsor agree to these Terms:

**A. Sponsor Recognition.** During the term of this Agreement, UFLEF agrees to provide the Sponsor the benefits described in the Sponsorship Prospectus for the Sponsor's chosen Sponsorship Category.

**B. Payment.** In consideration for the right to participate as a sponsor, the Sponsor shall pay to UFLEF the amount specified for the selected Sponsorship Category, within 60 days of completing the sponsorship commitment form.

**C. Sponsor's Logo.** Sponsor hereby grants UFLEF permission to use Sponsor's logo and/or relevant trademarks to identify Sponsor in conference digital and printed publicity materials and event signage.

**D. Indemnification and Limitation of Liability.** Each party to this Agreement agrees to be fully responsible for its acts or omissions, or its agents' acts or omissions when acting within the scope of employment or agency and agrees to be liable for any damage resulting from said acts or omissions. Nothing in the Agreement is intended to serve as a waiver of sovereign immunity by The University of Florida Board of Trustees, the University of Florida and/or the Florida Board of Governors. Nothing in the Agreement shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by any party or parties.

**E. Exhibitor Rules.** If Sponsor elects a Sponsorship Category that includes exhibiting as a sponsorship benefit, Sponsor agrees to comply with all exhibitor rules and regulations issued by UFLEF, the hotel, convention center or other facility in connection with its meetings and events. Sponsor further agrees to complete any additional applications and enter into any additional agreements in connection with Sponsor's exhibit space as may be required by UFLEF, the hotel, convention center or other facility. In addition: 1. UFLEF reserves the right to assign exhibit space at its sole discretion. 2. Sponsor agrees they are liable for any property destroyed or damaged by the Sponsor and must restore anything damaged to its original condition at Sponsor's expense. 3. Sponsor is solely responsible for its own exhibition materials and products and should insure exhibit and products from loss or damage from any cause whatsoever.

**F. Conversion or Cancellation.** If a conference cancellation is initiated by UFLEF, UFLEF will issue a 100 percent refund to Sponsor. If the conference converts from an in-person to a virtual event, UFLEF reserves the right, at its sole discretion, to substitute alternative, but comparable ancillary benefits for any of the specific benefits listed in the Sponsorship Prospectus, and no refund will be issued. Sponsor acknowledges that if it cancels its sponsorship, this action will constitute a breach of agreement and UFLEF would be harmed. Because UFLEF's harm significantly increases if there is a delay in notifying UFLEF of any cancellation, Sponsor agrees to promptly notify UFLEF, in writing, of any decision to cancel participation. Should a Sponsor initiate cancellation, Sponsor agrees UFLEF may retain from the payments made by Sponsor, as liquidated damages and not as a penalty, the amount listed in the following damages scale.

- If cancellation occurs between 180 and 365 days prior to the conference date, UFLEF shall retain 80 percent of the payment.
- If cancellation occurs between 179 days prior until the date of the conference, UFLEF shall retain the full sponsorship payment.

**G. Entire Agreement.** These terms constitute the entire agreement between the parties and supersede all prior agreements, oral or written, relating to the sponsorship. This Agreement may only be amended in a writing signed by both parties.

By completing the Sponsorship Commitment Form, you hereby attest you are a duly authorized representative of the Sponsor and agree to accept and abide by all terms.