



# Sponsorship Agreement

450A Candlewyck Road  
Lancaster, PA 17601  
717-735-1751  
[www.mtef.net](http://www.mtef.net)

	<b>Sponsor Contact Information</b>
<b>Company</b>	<i>Simeral Construction</i>
<b>Contact Person</b>	<i>Molly Reynolds</i>
<b>Address</b>	<i>129 W Airport Road</i>
<b>City, State, Zip</b>	<i>Lititz, PA 17543</i>
<b>Phone</b>	<i>717-560-5992</i>
<b>Fax</b>	
<b>Email</b>	<i>mollysreynolds@me.com</i>

<b>Sponsor Billing Information</b>
<i>Same</i>

The undersigned Sponsor hereby contracts with the *MTEF Community Partners, LLC* for the following Items:  
**Agreement Term: 2 Year    From: 1 August 2017    To: 1 August 2019    Agreement Date: 8/1/17**  
**Sponsorship:**

Item	Amount
1 Year Tennis Court Sign x 2 years	\$3000.00
1 Community Partners Board x 2 years	No Charge
Website Logo and Link	No Charge
Multi-Year 10% Discount	-\$300
<b>Total</b>	<b>\$2700.00</b>

(PA Sales Tax Included Where Applicable)

Total Amount is due and payable in full within thirty (30) days of contract date, unless otherwise provided in an addendum signed by sponsor and club and attached hereto.

**Make Checks payable to: "MTEF Community Partners"**

**General conditions attached hereto are hereby incorporated into and made a part of this contract.**

Sponsor: Simeral Construction

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Agreed and Accepted by MTEF Community Partners Representative:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Tammi Fahrney Title: Assistant Director, MTEF



**Addendum to Sponsorship Agreement**  
**Between**  
***Simeral Construction***  
**And**  
***MTEF Community Partners, LLC***  
**Dated: 08-01-17**

The Additional Terms Agreed to Between Sponsor and MTEF Community Partners  
are as follows:

**Agreement Term: 2 Years    From: 01 August 2017    To: 1 August 2019    Agreement Date: 8/01/17**

First payment of	\$1350.00	due upon contract signature
Second payment of	\$1350.00	due 1 August 2018

- The contract term commences on the date in which signage is installed at the venue noted above
- Logo and link to Sponsor's website via *Community Partners' Page* on MTEF.net
- Presence on *MTEF Community Partners* Board at MTHS offering cards, brochures, coupons, etc., as provided by the Sponsor
- Other: **NONE**

*Note: MTEF Community Partners will be responsible for maintaining the quality of all signage approved by both parties for the length of this contract.*

Signatures:

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

MTEF Community Partners Representative: \_\_\_\_\_

MT Educational Foundation Representative: \_\_\_\_\_

## General Conditions to Sponsorship Agreement

1. All sums due and payable to MTEF Community Partners hereunder shall be paid in full no more than thirty (30) days from the date of execution of this contract by the parties hereto, unless a different date for payment or a payment schedule is provided for in this contract or any addendum attached hereto. Unless otherwise provided herein, the sponsorship fee specified herein is a "net" amount (meaning the gross sponsorship fee less deductions for any and all agency fees and commissions), and sponsor shall be solely responsible for any agency fees and commissions due to its advertising and media agencies. A monthly finance charge of 1.5% or the maximum rate permitted by law (whichever is less) will accrue on all amounts not paid by the due date.
2. Unless provided otherwise in the contract or any addendum attached hereto, sponsor shall be responsible, at its cost, for the production of all advertising copy and other advertising materials (the "Sponsorship Materials") and any alterations thereto. However, to the extent this contract or any addendum attached hereto deems MTEF Community Partners responsible for production of any Sponsorship Materials; sponsor must provide MTEF Community Partners with text, artwork, graphics and photographs ("Sponsor Content") that may be incorporated into such materials. Sponsor hereby grants MTEF Community Partners a non-exclusive, non-transferable, limited and revocable license to (i) incorporate the Sponsor Content into the Sponsorship Materials, and/or (ii) display the Sponsorship Materials pursuant to the terms and conditions of this Agreement. Sponsor shall be solely responsible for, and protect MTEF Community Partners against all claims relating to, the Sponsor Content and/or the Sponsorship Materials, which must be pre-approved by MTEF Community Partners. Any alterations under this contract to any Sponsorship Content and/or Sponsorship Materials will be the sole responsibility of sponsor, at its cost, and must be approved by school district personnel. MTEF Community Partners performance hereunder shall be contingent upon sponsor's supplying MTEF Community Partners with all necessary Sponsor Content by the date stated in this contract. Sponsor shall not use the school district name, logo or other trademarks without prior written school district approval. No Sponsorship Materials constituting signage shall be removed, covered, or intentionally obstructed for any purpose during any event (other than an obstruction by the erection of equipment necessary for the conduct or performance of an event or unintentional obstruction caused by people attending an event) without the prior written consent of the sponsor.
3. Sponsors hereby affirms that any Sponsorship Content and/or Sponsorship materials provided to MTEF Community Partners are its own work, and that it has not infringed upon or violated copyright, trademark, invention, proprietary information, nondisclosure or right of any third party.
4. If MTEF Community Partners does not or cannot provide any element referenced herein, for any reason, then MTEF Community Partners shall provide a "make-good" of the affected element/benefit, whether by substituting another advertising or sponsorship slot (if applicable), or extending the time-frame for provision of the affected element/benefit, as determined by MTEF Community Partners, in its sole, but reasonable, discretion. The remedies provided for in this paragraph shall be sponsor's exclusive remedies in the event that MTEF Community Partners does not or is unable to provide any advertising or sponsorship element or benefit referenced in this contract.
5. MTEF Community Partners may terminate this contract, without further liability on its part (including any refund), in the event sponsor: (a) fails to cure its material breach of this contract (including, without limitation, any failure to make payment hereunder) within fifteen (15) days of its receipt of notice of such breach; or (b) makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, if a petition in bankruptcy is filed against sponsor, or if a receiver or trustee is appointed for all or any part of the property or assets of sponsor. Such right of termination shall be in addition to all other remedies available to MTEF Community Partners. Upon any such termination, all present and future amounts due from sponsor hereunder shall become immediately due and owing.
6. All Sponsorship Material will become property of MTEF Community Partners following termination or expiration of this contract and will not be returned to sponsor.
7. Sponsor shall not assign or sub-license this contract or any of its rights or duties hereunder and, therefore, may not engage in any "co-branding" or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder, without the prior written approval of MTEF Community Partners.
8. This contract (including any attached addendum) represents the entire understanding of the parties with respect to the subject matter hereof, and may only be amended by the written agreement of an authorized representative of each of the parties hereto. Sponsor agrees that no agreement or promise has been made by MTEF Community Partners or any of its representatives in reference to this contract that is not stated herein, and that there is no verbal understanding of any kind that can in any way affect the terms of this contract. Without limiting the generality of the foregoing, no term or condition set forth herein or any obligation incurred hereby shall be altered, abridged or rescinded by any unilateral statement or document issued by sponsor, unless specifically and explicitly agreed to by MTEF Community Partners in writing with specific reference to this paragraph 8. This contract shall not become effective until signed by both of the parties hereto. This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. Sponsor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in Lancaster County, Pennsylvania and consents that all service of process be sent by nationally recognized overnight courier service directed to sponsor at sponsor's address set forth herein. If either party institutes any suit or action to enforce its rights hereunder, the prevailing party in such suit or action shall be entitled to recover from the other whatever sum the court may award as reasonable attorneys' fees in such suit or action and in any appeals there from, to the extent actually incurred by such party.
9. Prior approval of the Manheim Township School District Board of School Directors (the "School Board") is required for any agreement: (i) providing exclusive rights; AND/OR (ii) with a duration in excess of two years; AND/OR (iii) with an indicated value in excess of \$2,500. In the event this contract includes any of the foregoing characteristics it shall be invalid and shall be of no force and effect unless and until it is approved by the School Board.
10. Sponsor hereby assumes full and complete responsibility and liability for the content of all advertising copy. Sponsor agrees to defend, indemnify, and hold harmless the Manheim Township School District, the School Board, MTEF Community Partners, MTEF and each of their present and future board members, officers, administrators, employees, stakeholders, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns (collectively the "Representatives"), from and against any and all losses, liabilities, damages, claims, demands, suits and judgments (collectively, "Claims"), including, without limitation, attorney's fees and the costs of any legal action arising out of (i) the use of any trademark, service mark, logo, design, and other intellectual property right materials provided by sponsor, including, without limitation, the Sponsor Content; (ii) the character, content, and subject matter of any advertising copy displayed by sponsor; (iii) any breach of this agreement by sponsor and all costs incurred by Manheim Township School District or any Representatives (including but not limited to attorney's fees) as a result of any breach of this agreement, the enforcement of this agreement against sponsor, or the collection from sponsor of any amounts due hereunder. Sponsor fully and forever waives, discharges, and releases Manheim Township School District, MTEF, MTEF Community Partners, and each of their Representatives and/or Board Members from any and all claims arising out of or related to any matter described in clauses (i) through (iii) above.

Sponsor

By: \_\_\_\_\_