

SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement"), which includes the form to which it is appended ("Application"), is made by the Dallas Margarita Society, Inc. d/b/a Dallas Children's Charities ("DMS") and the party or parties (singularly or collectively "Sponsor") named on the Application, effective as of the date Sponsor submits the Application and continuing until the end of the then current calendar year ("Sponsorship Period"). Sponsor's electronic submission of the Application has the same binding effect as if Sponsor directly signed and submitted a physical copy of the Application and this Agreement. By submitting an Application, electronically or otherwise, and intending to be bound by the terms of this Agreement, for adequate consideration which receipt is hereby acknowledged, Sponsor agrees to the preceding and as follows:

1. **DEFINITIONS.** In addition to the defined terms above, other capitalized terms used herein shall have the following meanings:
 - a. "Sponsor" means any entity, individual, or group submitting an Application that is accepted by DMS.
 - b. "Event" means an activity, function, or gathering organized or sponsored by DMS, including but not limited to the Dallas Margarita Ball ("Ball").
 - c. "Donation" means Sponsor's financial contribution to DMS.
 - d. "Sponsorship Level" means the tier associated with a Donation, as described on the Application.
 - e. "Sponsorship Benefit(s)" means privileges or items provided to Sponsor by DMS, based on Sponsorship Level.
 - f. "Website" means any website or other online presence (e.g., Facebook™) controlled by, or belonging to, DMS.
 - g. "Policies" means and includes all (i) terms of use related to any Website, (ii) Event attendance and privacy policies published by DMS, and (iii) rules and regulations pertaining to any facility where any Event is being held.
2. **ELIGIBILITY.** An Application must contain all information requested by DMS and fully identify the applicant or, if applying as a group, fully identify all persons in the group and, as to each individual, the proportion or amount provided by that individual of the total Donation. DMS reserves the right, in its sole discretion, to determine the Application's completeness, the Sponsor's eligibility, or the suitability of displaying Sponsor name(s) at any time. Only the party or parties identified on the Application are eligible to become a Sponsor, or otherwise be entitled to receive or use any Sponsorship Benefit, except as expressly permitted herein. Sponsor acknowledges and agrees to all other DMS Policies. DMS retains sole discretion to admit or deny entry to the Ball to any person.
3. **SHARING.** If a group of individuals applies to be a Sponsor, each individual must be identified to DMS on the Application at the time of the Application's initial submission to DMS, including as to each individual, the proportion or amount provided by that individual of the total Donation. DMS retains sole discretion as to which individual(s) may be identified as a Sponsor. No Sponsor or any other person in receipt of a Sponsorship Benefit may reassign, sell, barter, trade or profit from any Sponsorship Benefit without prior written approval from DMS, SAVE and EXCEPT that a Sponsor may distribute (at no charge or cost to any recipient) invitations to the Ball which Sponsor receives as a Sponsorship Benefit. At DMS's sole discretion, any person in violation of this Agreement may be prohibited from attending any or all Events.
4. **DONATION.** Donation must accompany Sponsor's Application. No Sponsorship Package may be delivered before the Donation is remitted in full. DMS retains sole discretion to accept or reject any Application or Donation.
5. **TAX MATTERS.** DMS is a 501(c)(3) charitable organization. Donations made to DMS are tax deductible to the extent allowed by law. DMS makes no representation, express or implied, as to the tax deductibility of any Donation or part thereof, to any Sponsor, and Sponsor agrees to rely on its own judgment and/or tax professional to make any such determination. Sponsor acknowledges that the IRS has issued regulations regarding the deductibility of charitable donations. DMS will provide a receipt to Sponsor evidencing the Donation and the estimated value of any Sponsorship Benefits within sixty (60) days after the end of the Sponsorship Period.
6. **PUBLICITY.** Sponsor acknowledges and agrees that, by this Agreement and other Policies, all copyrights and publicity rights arising from or relating to any Event are the sole and exclusive property of DMS. Sponsor, for itself and its invited Event guests,

