

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,

agrees that DMS may use any photographic image, video, recorded image or sound for its own publicity and marketing purposes without further license or compensation. Sponsor is prohibited from making any claim or representation of association with DMS other than as a Sponsor. The use of any photographic, video, recorded image or sound by a Sponsor or any person attending an Event as guest of Sponsor for any commercial, marketing or publicity purpose is expressly prohibited unless such right is granted in writing by DMS and in advance of such use.

- 7. CONDUCT. Sponsor, for itself and any Event attendees invited by Sponsor, acknowledges and agrees that: (i) Policies prohibit attendee actions that interfere with the rights and enjoyment of others or expose them to annoyance or danger, (ii) Sponsor and its Event attendees must fully comply with all Policies regarding attendance, conduct, attire and decorum, and (iii) DMS retains sole discretion as to whether or not any Sponsor or Event attendee actions give DMS cause to expel any person from any Event.
- 8. **EVENT CANCELLATION OR DELAY**. DMS reserves the right to cancel or postpone any Event because of a force majeure (as defined by DMS's agreement with an Event's host venue or as determined by DMS otherwise). If an Event is cancelled or postponed, DMS shall determine the appropriate action to be taken with respect to any Sponsorship Benefits which are interrupted or devalued as a result of such cancellation or postponement.
- 9. INDEMNIFICATION. Sponsor agrees to indemnify, defend, and hold harmless DMS and its directors, directors emeritus, members, officers, agents, and employees from and against any and all claims of bodily and personal injury, or any other loss, claim, or damage to any person(s) and/or to any property, including but not limited to, all claims against DMS that are or might asserted by any Event facility, any of which is alleged to be caused by any negligent or intentional act or omission of Sponsor and/or any of Sponsor's invited guests.
- 10. **DISPUTE RESOLUTION.** DMS reserves and Sponsor grants to DMS the sole authority and discretion to interpret, amend and/or enforce this Agreement and all Policies. In the event of a disagreement or dispute between Sponsor and DMS arising out of this Agreement or any Policy, DMS reserves to itself the sole and exclusive right to conclusively resolve such disagreement; such determination and decision shall be binding on Sponsor and Sponsor's invited guests without recourse.
- 11. **AMENDMENT.** From time to time, DMS may amend this Agreement or any Policy. Any such amendment, after being furnished to Sponsor, shall become a part of this Agreement for all purposes, subject to all other terms and conditions set forth herein.
- 12. **DEFAULT**. If Sponsor (or any other person associated with Sponsor, including Sponsor's invited guests) breaches any provision of this Agreement or any Policy, in addition to any other remedies provided for herein, or that are otherwise available to DMS at law or in equity, DMS may terminate this Agreement without notice and thereafter retain all, or any portion of the Donation and retain or recover from Sponsor any unused Sponsorship Benefit.
- 13. **ACCEPTANCE.** Sponsor agrees to abide by this Agreement, all Policies, and any amendments to same that may be put into effect by DMS at any time hereafter.

Dallas Margarita Society dba Dallas Children's Charities	Sponsor/	(Name of Taxable Entity Printed or Typed)
By: (Authorized Signature)	Ву:	(Authorized Signature)
Name: Kevin Simmons (Printed or Typed)	Name:	(Printed or Typed)
Title: <u>Vice President of Sponsors</u>	Title:	

