

# The Student Association at Durham College and UOIT

(Campus Clubs/Society)

AND

(Sponsor Organization name)

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## Campus Clubs / Student Society Event Sponsorship Agreement

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This Agreement between the Student Association at Durham College and UOIT (“SA”), acting on behalf of its affiliate **(Campus Clubs / Society name)**, and **(Sponsor)**, where **(Sponsor)** will provide support to the **(Club/Society)** in exchange for certain sponsorship rights;

**WHEREAS (Sponsor)** and **(Campus Clubs/Society)** desire to set out terms and conditions of the sponsorship for the **(Event Name)** to be held on **(Date)** where **(Sponsor)** will provide to **(Club/Society)** a financial consideration in exchange for benefits as set herein;

**NOW THEREFORE** in consideration of the promises, covenants and agreements of the parties contained in this Agreement, the parties covenant and agree as follows:

### 1 | TERM

The term of this Agreement shall be for the above mentioned event upon signature of this Agreement by both parties. This Agreement may not be renewed.

It is agreed and understood that from time-to-time scheduling conflicts and unforeseen circumstances may require the rescheduling of events. This will in no way affect the validity or enforceability of this agreement but will transfer it to the new date. Should **(Sponsor)** be unable to accommodate the new date, **(Sponsor)** shall have the right to cancel this agreement with no penalty to either party.

### 2 | SPONSORSHIP FEES

**(Sponsor)** shall pay to **(Club/Society)** a sponsorship fee of \$XX,XXX plus HST. The SA shall submit and invoice for such sponsorship fee. The sponsorship fee shall be paid as follows:

**(Required date)**

OR

**(Sponsor)** shall provide the following goods/services to **(Club/Society Event)** on **(Date)** as set forth in Schedule “A” attached hereto.

### 3 | SPONSORSHIP ENTITLEMENTS

(Sponsor) entitlements with respect to the sponsorship are set forth in Schedule “A” attached hereto.

### 4 | INDEMNITY

(Sponsor) shall indemnify and save SA and its affiliates and their respective directors, officers, employees, and agents harmless from any and all actions, proceedings, claims, demands, losses, debts, costs and expenses (including reasonable legal fees and expenses) that may be brought against or suffered by (Sponsor) or that it may sustain, pay or incur, that are directly or indirectly attributable to the performance or non-performance by the SA, or its affiliates, of its obligations under this Agreement.

### 5 | LIMITED LIABILITY

Under this Agreement, a party’s total cumulative liability in connection with the products or services provided under this Agreement, whether based upon warranty, contract, negligence, or otherwise shall not exceed (sponsorship value).

### 6 | RELATIONSHIP OF PARTIES

This Agreement does not constitute either party as the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in contract, in tort or otherwise howsoever except as provided in this Agreement.

### 7 | ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all prior oral and written understandings, arrangements and agreements relating thereto. Any amendment to this Agreement must be in writing and signed by both parties.

### 8 | ASSIGNMENT

Any rights or obligations of this Agreement are non-assignable by either party without the prior written permission of the other party.

## 9 | PROPER LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed are:

**PER** (Sponsor Name)

\_\_\_\_\_  
name  
title

\_\_\_\_\_  
Date

**PER** The Student Association at Durham College and UOIT

\_\_\_\_\_  
Chantal James  
Club & Society Coordinator

\_\_\_\_\_  
Date

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(Campus Clubs/Society Name) Representative (Non-Binding)

\_\_\_\_\_  
name  
title

\_\_\_\_\_  
Date

## **SCHEDULE "A"**

### **(Sponsor) Entitlements**

### **(Campus Club / Society) Entitlements**