



MBPA SPONSORSHIP AGREEMENT

Date: _____

Company Name: _____

Sponsor Representative: _____

Business Address: _____

City, State: _____ ZIP/Postal Code, Country: _____

Business Phone: _____ Business Fax: _____

Sponsor E-mail: _____

Company Website: _____

Sponsorship Amount: \$ _____

Sponsorship Level: Warrior Partner \$2,000+ Gold Partner \$1,000-\$1,999 Silver Partner \$500-\$999 Cheerleader \$250-\$499

Warrior Partner \$2,000+

- Hype Day advertising opportunities
- Shout-out on the weekly Band Blast email
- Shout-out on our social media pages
- Vendor table in lobby at Spring Concert
- Full page ad and logo on Memorial Concert programs
- Linked logo on the MHS Band website

Gold Partner \$1,000 - \$1,999

- Hype Day advertising opportunities
- Shout-out on the weekly Band Blast email
- Shout-out on our social media pages
- Half-page ad and logo on Memorial Concert programs
- Linked logo on the MHS Band website
- Logo on concert programs

Silver Partner \$500 - \$999

- Shout-out on the weekly Band Blast email
- Shout-out on our social media pages
- 1/4-page ad on Memorial Concert programs
- Linked logo on the MHS Band website

Cheerleader \$250 - \$499

- Shout-out on the weekly Band Blast email
- Shout-out on our social media pages

** Sponsor must provide a .jpg, .png, or vector file of their company logo. Otherwise, placement cannot be guaranteed on printed materials or the MBPA website.*

Sponsor's logo is included with this agreement.

Check enclosed in US\$ _____

Return form to: Memorial Band Parent Association
Attn: Fundraising Chairperson
5000 El Dorado Pkwy, Suite 150, Box 549
Frisco, TX 75033

E-mail: fundraising@memorial.band

Scan the QR code to pay via credit card



SIGN & DATE BELOW

Sponsor Representative: _____

Date: _____ Date: _____

ACCEPTANCE: Sponsor has read the Terms & Conditions on the reverse side of this Agreement. Sponsor understands that this Agreement shall be legally binding between the MBPA and the Sponsor. Sponsor also understands that any changes in the information in this Agreement must be provided to the MBPA in writing.

TERMS AND CONDITIONS OF SPONSORSHIP

1. AGREEMENT

These terms and conditions of sponsorship (the "Terms and Conditions") are entered into by the Memorial Band Parent Association ("MBPA") and the sponsor ("Sponsor"), whose name is set forth on the above Sponsorship Opportunities Booking Form (the "Booking Form"). Together, the Booking Form and these Terms and Conditions (collectively, the "Sponsorship Agreement") shall govern the performance of the Sponsor (the "Sponsorship"), as described further in this Sponsorship Agreement.

Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Booking Form. Unless otherwise specifically noted, all references in these Terms and Conditions to paragraphs or sections will refer to the paragraphs and sections of these Terms and Conditions.

MBPA reserves the right to accept or refuse any Sponsorship Agreement or proposed Sponsorship, in its sole discretion. MBPA reserves the right to adopt additional regulations and to modify these Terms and Conditions, as may be deemed necessary by MBPA for the general success of the organization. Such modifications may include changes to the Terms and Conditions, rules and regulations stated herein, to the Sponsorship Agreement, and to all other written agreements, which may affect the parties hereto, all of which are made a part hereof as though fully incorporated herein and Sponsor agrees to be bound thereby.

2. PAYMENT & CANCELLATION POLICY

Full payment must be received to secure the Sponsorship. Without full payment, MBPA cannot guarantee and will not reserve the Sponsorship for Sponsor. All requests for cancellation of a Sponsorship must be submitted in writing.

3. TERM

The term of the Sponsorship Agreement shall commence on the date hereof and shall continue in full force from 08-01-2023 thru 07-31-2024.

4. COMPLIANCE

Sponsor agrees to comply with all rules, regulations and policies of MBPA, as currently in existence and as may be adopted hereafter by MBPA.

5. SPONSORSHIP APPROVAL

All Sponsorship activities and promotions are subject to approval by MBPA reserves the right to restrict, prohibit, or remove any activity, material, or promotion by Sponsor which, in its opinion and at its sole discretion, becomes objectionable for any reason and may detract from the general character of the Event. Such activities and promotions may include, but are not limited to, persons, objects, conduct, printed materials and anything which MBPA determines to be objectionable. In no event shall MBPA be liable for any expenses incurred as a result of such restriction, prohibition or removal.

6. CHOICE OF COMPANY LOGO

Upon Sponsorship Agreement, Sponsor may provide MBPA with multiple versions of Sponsor logo. MBPA will select the best version of Sponsor logo for the most effective collateral production.

7. COMPANY RECOGNITION

A Sponsorship shall exist under one (1) corporate brand name only. Sponsorship cannot be shared between two (2) or more entities.

8. SPONSORSHIP MATERIALS

MBPA retains complete control over the design of all materials produced to fulfill the Sponsorship. All materials used to advertise the Memorial Warrior Band and Color Guard shall remain the property of MBPA.

9. COSTS & EXPENSES

All costs, fees, and expenses not directly covered as benefits of Sponsorship are the full responsibility of the sponsor.

10. COMPLIANCE WITH LAWS

Sponsor will perform all of its obligations to MBPA in compliance at all times with all United States federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to, any of the foregoing that are applicable to Sponsor in performing its obligations for the Event.

Sponsor is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for ownership or leasing of assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Sponsor's ability to fulfill its obligations under this Sponsorship Agreement.

11. INDEMNIFICATION

Sponsor agrees to indemnify and hold MBPA, the Frisco ISD, officers, committees, directors, employees and agents (collectively, the "Indemnitees") harmless from any and all claims, damages, costs, losses, expenses, causes of action, liabilities and obligations of whatever nature or type, which the Sponsor has, or may have, or which have been, or could have been, or in the future otherwise might have asserted against it in connection with acts of the Sponsor, its directors, shareholders, officers, agents or employees. Upon signing this Agreement, Sponsor expressly releases the Indemnitees from any and all claims for loss, damage or injury.

12. NOTICES

Notices (including any consent or communication hereunder) must be in writing and may be given by first class mail (return receipt requested) or hand delivered to the address set forth below for MBPA, and to the address set forth on the Form, as supplied by Sponsor. Either party may change its notice address by using this procedure.

To MBPA:

MBPA, 5000 El Dorado Pkwy Suite 150 Box 549 Frisco, TX 75033 USA

13. TERMINATION

In the event that Sponsor fails to provide MBPA with notice of its intent to terminate the Sponsorship Agreement more than sixty (60) days after agreement is signed and delivered, MBPA will not refund the Sponsorship fee.

MBPA may terminate this Sponsorship Agreement at any time in the event of material breach of this Sponsorship Agreement (including without limitation non-payment of fees) by Sponsor.

MBPA may terminate this Sponsorship Agreement without cause upon written notice provided to Sponsor no less than ten (10) days after submission. In the event that MBPA terminates the Sponsorship Agreement following a material breach, Sponsor shall receive no refund of the Sponsorship fee.

However, when terminated by MBPA without cause, MBPA shall refund one hundred percent (100%) of the total Sponsorship fee that Sponsor has paid as of the date of notice within thirty (30) days of providing such notice.

14. GOVERNING LAW

This Sponsorship Agreement shall be governed by the laws of the State of Texas, exclusive of its conflicts of law rules. Venue for any action arising under or to enforce this Sponsorship Agreement shall lie exclusively in Collin County, Texas.