

## Terms and Conditions

**Payments** – Payments can be made via check or credit card to the University of Central Florida and remitted to the University of Central Florida Research Foundation, Inc. (UCFRF).

**Limitation of Sponsorship** – Unless otherwise provided, the sponsor benefits described in this agreement between sponsor and UCFRF, a direct support organization of the University of Central Florida, are related solely to the NAI UCF Chapter and its Inaugural Gala 2016 event.

**License and Usage** – Sponsor hereby grants to UCFRF, for the benefit of the NAI UCF Chapter event a limited, non-exclusive license to use sponsor's trade names, trademarks, and service marks owned by the sponsor. UCFRF agrees that such proprietary information will be used only connection with the NAI UCF Chapter Inaugural Gala 2016 event to provide the benefits set forth in this proposal and such other benefits as sponsor and UCFRF may agree.

**Non-Exclusivity** – Sponsorships are not exclusive unless otherwise specifically set forth in the Sponsorship Commitment Form.

**Termination** – UCFRF may terminate this agreement on thirty (30) days written notice. In the event of termination for any reason other than sponsor's failure to provide contracted fees, UCFRF shall refund any cash fee received from sponsor by UCFRF. Sponsor shall not terminate this agreement without the approval of UCFRF. No portion of any sponsorship payment is refundable for any reason except as specifically provide herein.

**Right of Approval** – UCFRF reserves the right to approve the character of any sponsor and any attendant advertising and promotions and to prohibit anything which in its sole judgment may interfere with or detract from the event.

**Indemnification** – The sponsor agrees to indemnify and hold harmless UCFRF, UCF, their respective Boards and employees, and the host facilities or their employees, agents or representatives against any and all liabilities for damage, injury or loss to all persons and any and all claims arising out of acts or omissions of sponsors, their employees, their representatives or guests.

**Force Majeure** – Neither UCFRF no sponsor will be held responsible or liable for charges or damages for any failure of performance due to Acts of God, labor disputes, shortage of materials, government authority, or other circumstances beyond reasonable control of either party. Insurance, if desired by the sponsor, must be obtained at his or her own expense.

**Amendments** – This agreement represents the entire agreement of the parties and may be amended only be a written instructed executed by both parties.

**Governing Law** – This agreement is governed by Florida law and is binding upon all parties' successors and assign.