

Sponsorship Agreement

This Agreement (“Agreement”) is entered into as of this ____ day of _____, 202_, by and between Texas Interscholastic Swim Coaches Association (“TISCA”), a Texas non-profit, and _____ (“Company” or “Sponsor”) (individually, “Party” and collectively, “Parties”) for services detailed herein.

WHEREAS, Company desires to be a sponsor of the _____ [2024 TISCA Convention] scheduled for _____ [April 11-14, 2024] (“Convention”) at the Sponsorship Level of _____ (“Sponsorship Level”).

WHEREAS, TISCA desires to accept Company as a sponsor of the Convention.

- A. Services. Company agrees to pay TISCA the amount listed in Exhibit A entitled herein “Sponsorship Level Packet” based on the Company’s Sponsorship Level. TISCA agrees to provide the services detailed in the Sponsorship Level Packet based on Company’s Sponsorship Level. Company shall pay TISCA no later than 60 days prior to the date of the Convention. This Agreement becomes effective only after signed by both Parties and full payment is received. Upon receipt of funds by TISCA, the payment is non-refundable.
- B. Cancellation or Rescheduling of Convention. In the event that the Convention must be canceled, rescheduled, or presented in virtual form, for any reason whatsoever, this Agreement will remain in effect and Company will remain a sponsor.
- C. Intellectual Property.
 - a) Sponsor grants TISCA the right to use, at no cost to TISCA, the Sponsor’s name, logo, and any related trademark property affiliated with the Sponsor on any Convention promotional materials, on TISCA’s website, on any social media account affiliated with TISCA, and on any newsletter affiliated with TISCA for a period up to and including the date of the Convention plus one year following the date of the Convention. Additionally, Sponsor grants TISCA the right to use, at its sole discretion, Sponsor’s name, logo, and any related trademark property affiliated with its website and newsletters for a period of one year following the completion of the Convention.
 - b) TISCA grants the Sponsor the right to use, at no cost to Sponsor, the name, logo, and related trademark property of TISCA to promote the Convention and its sponsorship of the Convention. Sponsor is granted the right to use TISCA’s name and logo on its (i) website, (ii) social media accounts, and (iii) newsletters in the promotion of the Convention and in the promotion of its sponsorship of the Convention for a period of one year following the completion of the Convention.
- D. Use of Likeness in Promotional Material. Company grants TISCA permission to take photographs, take audio records, or take video records (“Recordings”) of its presence at the Convention. These Recordings may be made used or made available for TISCA promotional and marketing use, with no remuneration or royalties due to Company as a result of such usage or of such sales.
- E. Termination. Either Party can terminate this Agreement at any time.
 - a) In the event that Company terminates this Agreement, TISCA will make all reasonable efforts to remove Company’s name and logo from any materials, but, notwithstanding TISCA will not be obligated to remove Company’s name or logo from any materials already designed or sent for publication. TISCA will make a reasonable effort to remove Company from its website and promotional materials in a timely manner. Payment received from Company will not be returned. If the termination occurs after the completion of the

Convention, TISCA will remove Company from its website within 60 days of notification of the termination.

- b) In the event that TISCA terminates this Agreement, any payment received from Company will be returned and TISCA will have no further obligations to Company. Company will immediately cease using TISCA's name and logo and remove all references and logos used in accordance with Section C, within 10 days.
- F. Notice. Notices from one party to another should be sent to the addresses indicated in the signature block at the end of this Agreement.
- G. No Employment Relationship. No employment relationship is created by this Agreement.
- H. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.
- I. Assignment & Third-Party Beneficiary. This Agreement and the rights and obligations of the Parties shall not be assigned to any person, organization, or business without the prior written consent of the other Party, which consent the other Parties may not unreasonably withhold or delay. Parties agree that there are no third-party beneficiaries from this Agreement. Nothing herein, express, or implied, is intended to or shall confer upon any other person, including, without limitation, any legal or equitable right, benefit, or remedy of any nature whatsoever.
- J. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- K. Indemnification. Sponsor agrees to release, indemnify, defend, and hold harmless TISCA, its owners, members, directors, officers, past and present employees, agents, affiliated companies, assigns, and successors (the "Released Parties") from any claims, losses, and injuries, whether physical, emotional, financial, or otherwise that Sponsor may sustain as a result of participating in the Convention, and/or (ii) that may be asserted by third-parties against TISCA arising out of Sponsor's acts or omissions at or related to the Convention, to the full extent permitted by law. This section survives termination of this Agreement for any reason.
- L. Liability Waiver. Sponsor agrees that in no event shall TISCA be liable to sponsor, in contract and/or in tort, connected to, based on, or arising under, this Agreement, or for any cause of action or indemnification whatsoever. TISCA shall not be liable for punitive, special, incidental, indirect, consequential damages, lost profits, lost revenues, lost sales, whether such liability arises in breach of contract or warranty, tort, including negligence, or any other cause of action arising during the duration of the agreement, and whether or not such damages are foreseeable. This section survives termination of this Agreement for any reason.
- M. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes all prior or contemporaneous agreements unless a document is incorporated by reference. In order to alter this Agreement, amendments must be in writing and signed by both Parties.
- N. Governing Law. This Agreement is governed by Texas law, without regard to principles of conflicts of law. Venue shall be in Harris County, Texas. Parties irrevocably waive all rights to trial by jury in any action, proceeding, or counterclaim (whether based on contract, tort, or otherwise) arising out of or relating to this Agreement. In the event any disagreement between the Parties hereunder

cannot be amicably and resolved informally within thirty (30) days of the commencement of such informal discussions, the Parties shall submit the disagreement to formal mediation before a licensed, commercial mediator agreed upon between the Parties, with the mediation proceedings to be located in Harris County, Texas.

- O. Counterparts. This Agreement may be executed by the Parties in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same binding and enforceable agreement and a counterpart signed and transmitted by facsimile or by e-mail as a .pdf file is to be treated as an original document.

IN WITNESS WHEREOF, the parties hereto, intending to be bound hereby, have each had this Agreement executed and delivered on their behalf by their duly authorized and appointed officer or representative as of the dates set forth below.

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| Texas Interscholastic Swim Coaches Association: | Sponsor: |
| Address: | Address: |
| Signature: | Signature: |
| By Print Name: | By Print Name: |
| Title: | Title: |
| Date: | Date: |

Exhibit A: Sponsorship Level Packet

Company Name:

Sponsorship:

Required Information:

Website:

Logo: Jpeg