## 2025 Sponsorship Memorandum of Understanding

This agreement will confirm the terms and conditions on which ("You"/"Sponsor") have agreed to sponsor the 2025 Sponsorship Opportunities organized by AGE of Central Texas ("Us" or "We"/ "AGE").

- 1. We hereby grant You the right to be an official sponsor of the event(s).
- 2. We shall use our best efforts to provide You with the sponsorship rights and benefits as outlined in the sponsorship packet and at the sponsorship level selected by the Sponsor and agreed to by AGE.
- 3. In consideration of all rights granted herein, the Sponsor will pay AGE of Central Texas, payable to AGE, no later than 2 weeks before first sponsor event.
- 4. All uses of Sponsor's logos or trademarks by AGE and/or its advertisers are subject to Sponsor's prior written approval. AGE agrees to submit samples of all material using Sponsor's logos or trademarks to You for approval, and You shall have at least three (3) business days to approve or disapprove such materials.
- 5. All uses of AGE of Central Texas' logos, name, identifying information, or event materials by Sponsor and/ or its advertisers are subject to AGE's prior written approval. Sponsor agrees to submit samples of all material using AGE's logo, name, or taglines, to Us for approval, and We shall have at least three (3) business days to approve or disapprove such materials.
- 6. AGE of Central Texas' name, logo and/or identifying information may not be used in a manner by the corporate sponsor that would express or imply AGE's endorsement of the corporation or its products, services, or policies.
- 7. In the event that the event does not take place, due to any cause beyond the reasonable control of the parties, the Agreement shall terminate. AGE's only obligation to You shall be the return of the fee paid AGE here under less any and all direct out-of-pocket event expenses incurred to AGE prior to the date of the termination.
- 8. Each party represents and warrants that it is free to enter into this Agreement without violating the rights of any person, that its trademarks do not infringe on the trademarks or trade names of any person, and that it will comply with all laws and regulations pertinent to its business.
- 9. We shall not be held liable for any failure on the part of Sponsor's employees or agents to deliver items or fulfill tasks such as:
- Supply high-resolution version of Sponsor's logo and Sponsor's artwork for program space within AGE's specifications via email attachment by 2 weeks before sponsored event. Specifications will be sent via email to committed sponsors after signed MOU.
- Staff Sponsor tables on the date of the event, if applicable.
- Set-up and tear-down Sponsor's designated table with Sponsor's own materials on the date of the event, if applicable.
- 10. The Agreement does not constitute a partnership or joint venture or principal agent relationship between the parties. It shall be governed by the laws of the State of Texas. It is complete and represents the entire agreement between the parties.