

## SPONSORSHIP AGREEMENT - TERMS AND CONDITIONS

The following terms and conditions are hereby incorporated into the attached Sponsorship Form (the "Agreement"), by and between The Nature Conservancy, a District of Columbia not-for-profit corporation, with a local office at 100 Peachtree Street, Suite 2500, Atlanta, Georgia 30303 (the "Conservancy"), and the entity identified on the Agreement ("Company"). The Conservancy and Company may be referred to herein collectively as the "Parties," or individually as a "Party." The Agreement shall not be binding on the Conservancy until an authorized representative has signed below.

### RECITALS

- A. TNC's mission is to conserve the lands and waters on which all life depends;
- B. To further its mission, TNC conducts the following "Wild for Georgia" (the "Program"), and Company desires to sponsor the Program;
- C. In accepting this sponsorship, TNC follows its Principles of Corporate Engagement which can be found on [www.nature.org](http://www.nature.org).

NOW THEREFORE, in consideration of the mutual agreements and promises contained herein, Company and TNC agree as follows:

1. **Contribution.** Company will make a payment to TNC in the amount listed on the attached Agreement payable by check or credit card in U.S. dollars to support the Program. Payments will be sent to TNC at 100 Peachtree Street, Suite 2500, Atlanta, Georgia 30303 to the attention of Jennie Dunnett and as described in the Agreement.
2. **Excess Event Income.** Company understands and agrees that if the event income exceeds the cost of the event, the excess funds will be transferred and applied to the Georgia Conservancy chapter's conservation priorities.
3. **Term/Termination.** The term of this Agreement will be upon signature of Company on the attached Sponsorship Reservation Form to May 4, 2019 (the "Term"). This Agreement may be terminated at any time by either Party with thirty (30) days' prior written notice. In addition, either Party may terminate this Agreement immediately upon written notice to the other if a court of law, regulatory agency or other governmental body prohibits that Party or its affiliates from engaging in conduct required under this Agreement. TNC may terminate this Agreement immediately upon written notice in the event that the actions or inactions of the Company, directors or officers would diminish, tarnish, injure, or damage TNC's or the Program's reputation or affect the legal standing of TNC. If either Party elects to terminate this Agreement for any reason, TNC will not refund any payment received through the date of termination unless such termination derives from TNC's breach of contract, in which case Company's sole remedy will be the refund of payment. In case of breach of contract, Company shall give 30 business days to TNC to cure any default or breach.
4. **Sponsorship.**
  - A. During the Term of this Agreement, TNC agrees to identify and acknowledge Company as a sponsor of the Program in accordance with Section 513(i) of the Internal Revenue Code and Treasury Regulations thereunder by displaying Company's logo and other agreed-upon identifying information in connection with the Program, in the manner (placement, form, content, etc.) reasonably determined by TNC based on its customary donor recognition practices in its sole discretion. Examples of potential acknowledgment placement opportunities are described in **Exhibit A**. Company agrees to provide and give appropriate rights to all the necessary content and materials required by TNC for this purpose as set forth in Section 4.B below or as requested by TNC.
  - B. The Company does not expect and will not require any other type of substantial return benefit from TNC.
5. **License of Intellectual Property.**
  - A. TNC is the sole owner of all right, title, and interest to all TNC intellectual property, including TNC's logo, trademarks, trade names, and copy righted information.
  - B. Company is the sole owner of all right, title, and interest to all Company intellectual property, including Company logos, trademarks, trade names, and copyrighted information. Company hereby grants to TNC a non-transferrable, non-assignable, non-exclusive license to use certain of Company's names, trademarks, and copyrights as identified when Company provides its logo to TNC, solely to identify Company as a sponsor of the Program. Company represents and warrants that it has not previously disposed of any of the rights herein granted to TNC nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to TNC; and that the Company Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party in any of the abovementioned jurisdictions.
  - C. Upon termination or expiration of this Agreement, all rights and privileges for use of the other Party's property shall expire, and each Party shall discontinue the use of such other Party's Property.
6. **No Endorsement.** This Agreement and the activities contemplated hereunder do not create an endorsement by TNC of the Company, its products or services or its political or non-political positions. Company will not use TNC Property in a manner that states, suggests or implies such an endorsement. Company will not use TNC Property in a manner that induces the sale of Company's products or services.
7. **Announcement of the Sponsorship.** Neither Company nor TNC will make any public announcements, statements, or issue a press release in any media regarding this Agreement or any relationship between TNC and Company in relation to the Program without the prior written approval of the other. Notwithstanding anything to the contrary in this Agreement, the TNC retains the option to publicly comment on the merits of any of the Company's activities, development proposals, or other matters that affect TNC's conservation priorities.
8. **Additional Warranties.** Each Party covenants, warrants, and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of its obligations, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this section shall survive termination of this Agreement.

9. Indemnification. Company shall indemnify, defend and hold harmless TNC, its related entities, agents, officers, directors, employees, attorneys, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred as a result of: (i) any act or omission by Company or its officers, directors, employees, or agents; (ii) any use by TNC of Company's Property, website, or other information, products, or services provided by Company; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Company in this Agreement. This indemnity shall require the payment of costs and expenses by Company as they occur. This section shall survive any termination or expiration of this Agreement.
10. Relationship of the Parties. The Parties do not intend for anything in this Agreement or in its performance to create an employer-employee relationship, partnership, agency, joint venture, joint employer, fiduciary or franchise relationship between the Parties. Under no circumstances will any employee of either Party be deemed to be an employee or agent of the other Party.
11. Non-Exclusive Relationship. This sponsorship is non-exclusive. TNC may enter into sponsorship or other similar arrangements with other companies, including, without limitation, companies with whom the Company may compete.
12. Notices. Unless otherwise provided, any notice required by this Agreement will be deemed properly given on the date it is delivered via email (see below), to an overnight courier service, or deposited with the United States Postal Service by registered or certified mail, postage prepaid, addressed to:
13. Assignment. Except as expressly permitted in this Agreement, any assignment, transfer or sublicense of the rights or obligations contained in this Agreement without the prior written consent of the other Party will be voidable at the option of the non-assigning party in its sole discretion.
14. Entire Agreement. This Agreement sets forth the entire understanding of the Parties concerning the matters described herein and supersedes all prior or contemporaneous communications and negotiations, both oral and written relating to the Agreement. Any amendment to this Agreement must be in writing and signed by both Parties.
15. Miscellaneous. This Agreement will become binding when the Sponsorship Reservation Form is signed by the Company and its terms will be interpreted, construed and governed by the laws of the Minnesota and such laws of the United States as may be applicable. If any provision of this Agreement is held invalid, the other provisions will remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.
16. Photographs, Video Recordings, Other Media. I grant TNC permission to take photographs and video recordings of me and to display, publish or otherwise use any photographs, video recording, or any other media associated with the field trip, including any media which contains my image or likeness, for TNC's purposes. I also consent to the use of my name in connection with such images. I release, indemnify and hold harmless TNC and its officers, directors, agents and employees from any and all claims which may result at any time by reason of the use of my image and name, including, without limitation, claims of privacy. My heirs, executors, administrators and assigns shall be bound by this consent and release.

Company's agreement to the above terms and conditions is indicated by signature on the Sponsorship Form.