



RecSports
University of Notre Dame
Department of Athletics
Club Sports Sponsorship Agreement

The RecSports division of the University of Notre Dame ("University") Department of Athletics includes a Club Sports program for undergraduate and graduate students who desire to participate in various sports at a high level but outside of the University's Division I varsity athletics program. Many club sports rely on sponsors to help support several aspects of club operations. This Club Sports Sponsorship Agreement ("Agreement") outlines the terms of sponsorship agreed upon between the _____ Club ("Club") at Notre Dame and _____ ("Sponsor").

1. **BENEFITS PROVIDED BY SPONSOR:** Sponsor agrees to provide to Club the following benefits during the Term of this Agreement (check all boxes that apply):
 - ☐ **Discount:** Discount in the amount of _____% on the following specified products and/or services: _____
 - ☐ **Financial:** Cash sponsorship in the amount of \$_____ payable as follows: _____
 - ☐ **Complimentary Items:** The following complimentary products and/or services: _____
 - ☐ **Attached Pricing List:** _____
 - ☐ **Other:** _____
 - ☐ **Other:** _____
2. **BENEFITS PROVIDED BY CLUB:** Club will provide to Sponsor the following benefits during the Term of this Agreement (check all boxes that apply):
 - ☐ **Acknowledgement:** Club will acknowledge Sponsor using the following methods and media (electronic, print or other): _____
 - ☐ **Logo Placement:** Club will place Sponsor's logo (as provided to Club by Sponsor for this purpose) on:
 - ☐ the uniform worn by members of the Club
 - ☐ transportation utilized by the Club for competition travel
 - ☐ **Other:** _____
 - ☐ **Merchandise:** Club will place Sponsor's logo (as provided to Club by Sponsor for this purpose) on merchandise to be sold as follows, on the condition that Club receives approval from the University, the supplier of the product, and any other party required to approve the sale of merchandise that includes the name, marks and/or logos of the University and other third-party entities:
 - ☐ at the Sponsor's place(s) of business
 - ☐ at University retail outlets (e.g., Hammes Notre Dame Bookstore, Varsity Shop)



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☐ at the following additional commercial retail location:

☐ **Other:**

Notwithstanding any other designation in this paragraph, the Club shall also have the right to sell any such merchandise containing Sponsor's logo in connection with Club fundraisers and through other non-commercial and non-retail outlets.

☐ **Campus Exposure:** To the extent reasonably possible, Club will promote Sponsor in Club's activities at the University and will encourage Club members and other members of the campus community to visit the Sponsor's establishment (if applicable) and/or utilize products/services of the Sponsor (if applicable).

☐ **Event Sponsorship:** Club agrees to provide Sponsor with the opportunity to sponsor the following event _____ to be held on _____ in a manner mutually agreeable to the parties, to include: _____

☐ **Other:** _____

☐ **Other:** _____

☐ **Other:** _____

3. **TERM:** The Term of this Agreement is for a period beginning on _____ and ending on _____. [Note: The standard term of Club Sports Sponsorship Agreements is for one year, beginning on July 1 and ending on the following June 30. Agreements entered into after July 1 should generally be for less than one year, ending on June 30.]
4. **TERMINATION:** This Agreement may be terminated by either party with fifteen (15) calendar days written notice to the other party. If this Agreement is terminated, neither party shall have any further obligation to the other party except for payments already payable under the terms set forth in this Agreement, and any right otherwise set forth herein to use the name, logos, and/or marks of the other party shall end immediately upon the effective date of the termination.
5. **INTELLECTUAL PROPERTY:** Nothing in this Agreement gives Sponsor the right to use the name, logos, and/or marks of the University or Club for any purpose or in any medium without the prior written consent of the University's Director of Licensing (with respect to the University's name, logos, and/or marks) or the Club (with respect to the Club's name, logos, and/or marks) approving the specific use of such name, logos, and/or marks. Sponsor grants to Club and the University a limited, non-exclusive, royalty-free right to use any name, logos, and/or marks provided to Club by Sponsor for the specific purpose(s) set forth in this Agreement.



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Notwithstanding any other provision of this Agreement, the University or Club may refuse to use a name, logos, and/or marks provided by Sponsor that conflicts with the University's existing contractual obligations or that, in the University's sole opinion, will be contrary to the mission of the University or negatively affect perception of the University.

6. **RESTRICTIONS:** Neither the University nor the Club shall display any Sponsor logo, mark, sign, banner, or other visual display, or print, publish, or distribute any written or visual material provided by or on behalf of Sponsor, that contains: a comparative or qualitative description of Sponsor's product or business; price information or any other indications of savings or value about Sponsor's product or business; any message that otherwise endorses Sponsor's product or induces one to purchase or use Sponsor's product; or any message that causes Sponsor's payments to not be treated as "qualified sponsorship payments" as that term is defined in Section 513(i) of the Internal Revenue Code and related regulations.
7. **EXCLUSIVITY:** The University reserves the right to enter into agreements with other entities that compete with, or have products or services that compete with, Sponsor or its products or services. If the space following this sentence is initialed and dated by the Club Representative, the Club (but not the University) agrees that it will not enter into separate agreements with other entities whose products or services directly compete or conflict with the products or services of Sponsor. Initials of Club Representative and Date: _____
8. **INDEMNIFICATION:** Sponsor shall indemnify, defend, and hold harmless the University, its trustees, officers, employees, agents, students, and representatives and the Club from and against any and all liability, loss or damage (including injury, death, or damage to person and/or property) directly or indirectly associated with any claims, demands, actions, causes of action, judgments, costs, expenses and/or attorney's fees ("Claims") that result from, arise out of, or relate to: (1) Sponsor's breach of this Agreement; (2) the provision of goods, services, or equipment by Sponsor or its officers, directors, employees, agents, contractors, or representatives under this Agreement; or (3) the University's or Club's use under this Agreement of the Sponsor's name, logos, and/or marks, including any actual or alleged infringement or violation by the Sponsor's name, logos, and or marks of any third party's intellectual property or other rights. This Paragraph 8 shall survive the termination or expiration of this Agreement, and shall not apply to the extent that said Claims arise out of the sole negligence of the trustees, officers, agents, or employees of the University.
9. **LIMITATION OF LIABILITY:** To the maximum extent permitted by law, in no event will the University or Club be liable for any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of or that relate in any way to this Agreement, its performance, or the sponsorship. This exclusion will apply regardless of the legal theory on which any claim for such damages is based, whether the University or Club had been advised of the possibility of



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such damages, whether such damages were reasonably foreseeable, or whether application of the exclusion causes any remedy to fail of its essential purpose.

10. **CONFLICT:** If the University, Club, or a member thereof signs any document provided by the Sponsor (including, without limitation, an order form, invoice, pricing list, or agreement), the terms of this Agreement shall govern and control in the event of a conflict between the document provided by the Sponsor and the terms of this Agreement. In addition, any limitation of liability, defense, indemnification, or hold harmless provision of such Sponsor document shall be void and of no force or effect.
11. **ASSIGNMENT:** Neither party may assign any of its rights or obligations under this Agreement without the prior written approval of the other party.
12. **GOVERNING LAW:** This Agreement will be deemed to be made, governed by, and construed in accordance with the laws of the State of Indiana, without giving effect to the conflict of law principles thereof. Any dispute arising hereunder shall be resolved exclusively in the state or federal courts located in St. Joseph County, Indiana. Sponsor hereby irrevocably consents to the jurisdiction and venue of said courts.
13. **AMENDMENT:** This Agreement may be changed only in a writing signed by both parties.

CLUB REPRESENTATIVE

By _____

Title _____

Date _____

SPONSOR REPRESENTATIVE

By _____

Title _____

Date _____

UNIVERSITY OF NOTRE DAME

By _____

Melissa L. Conboy

Sr. Deputy Director of Athletics

Note: Club Representative must provide a fully-executed copy of this Agreement to the Notre Dame Tax Department via campus mail (732 Grace Hall), fax (574-631-3138), or email (blaskows@nd.edu).