

MISSISSIPPI RECREATION AND PARKS ASSOCIATION
PO Box 14651
Hattiesburg, MS 39404-6451
601-582-3361 [phone]
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MISSISSIPPI RECREATION AND PARKS ASSOCIATION AGREEMENT

Name of Sponsor (the "Sponsor"): _____

Address: _____

Contact Name: _____
Contact Title: _____

Phone Number: _____
Fax Number: _____
Email Address: _____

EFFECTIVE DATE: _____

ANNIVERSARY DATE: _____

SPONSORSHIP LEVEL:

- _____ Platinum \$5,000
- _____ Gold \$ 2,000
- _____ Silver \$ 1, 000
- _____ Other \$ _____

PAYMENT SCHEDULE: _____

This Agreement includes all of the attached terms and conditions. Each of the undersigned hereby executes this Agreement as of the Effective Date listed above and agrees to be bound hereby.

**Mississippi Recreation and
Parks Association ("MRPA")**

By: _____
Name: _____
Title: _____

Sponsor

By: _____
Name: _____
Title: _____

MRPA Sponsorship Agreement Terms and Conditions

- 1. Sponsor Benefits.** During the term of this Agreement, the Sponsor will be a “MRPA Sponsor” and will be entitled to the Sponsor Benefits applicable to the class of sponsorship selected by the Sponsor, as indicated on the cover page hereto. The Sponsor Benefits are attached as Exhibit A. If the Sponsor is entitled to appoint a representative to the MRPA Advisory Committee, the Sponsor agrees to all MRPA Advisory Committee policies and procedures approved by the MRPA Board of Directors from time to time. No new MRPA Sponsor will receive any benefit that is not within the then-current standard Sponsorship Agreement conveyed to all prospective MRPA Sponsors on a non-discriminatory basis for the same class of sponsorship or that is not provided to all MRPA Sponsors in the same class on a non-discriminatory basis.
- 2. Sponsor Donation.** The Sponsor will pay MRPA a sponsorship fee applicable to the class of Sponsorship selected by the Sponsor. The current fee is indicated on the cover page hereto, and such amount shall be due on the payment schedule described on the cover page. MRPA may change the sponsorship fees from time to time, although no such change may be retroactive.
- 3. Term and Termination of Agreement.**

 - a. This Agreement shall be effective as of the Effective Date indicated on the cover page hereto and shall terminate on the first anniversary thereof, unless terminated earlier in accordance herewith. This Agreement shall renew automatically for successive one-year terms unless either party notifies the other party in writing at least thirty (30) days prior to the end of the then-current term of its intent not to renew.
 - b. The Sponsor may terminate this Agreement upon thirty-(30) days written notice at any time for any or no reason by giving MRPA written notice of termination. Either the Sponsor or MRPA may terminate this Agreement upon thirty (30) days written notice by certified mail at any time in the event of material breach of this Agreement (including without limitation non-payment of fees) by the other party that is not cured within such thirty (30) day period.
 - c. Within one week after any termination of this Agreement, the Sponsor must remove of all MRPA Trademarks (as defined in Section 4(b)) from its web-site and other materials and cease all use of the MRPA Trademarks. There will be no refund of sponsorship fees upon any termination.
- 4. Linking and Trademarks**

 - a. MRPA will provide to the Sponsor links (“Links”) that the Sponsor may place on its website and through which users of its website may access and use a designated MRPA site. The Sponsor may display any of the Links it chooses, in any of the formats provided by MRPA, on any or as many areas or pages of the Sponsor’s website as the Sponsor wishes. The Sponsor may not reformat or otherwise change the Links without the prior written consent of MRPA.
 - b. MRPA grants to the Sponsor a non-transferable, nonexclusive, revocable right to use the Links and any MRPA phrases, logos, names, trademarks, service marks, and images (together with the Links, the “MRPA Trademarks”) for which MRPA grants express written permission from time to time, subject to the guidelines and conditions set forth in this Agreement. MRPA reserves all rights in and to MRPA Trademarks and all other MRPA intellectual property rights.
 - c. MRPA shall make available to the Sponsor pre-approved standard language announcing its participation as an MRPA Sponsor. Any press release or announcement relating specifically and primarily to the participation as an MRPA Sponsor must be either in the form of the pre-approved standard language or pre-approved by MRPA.
 - d. Use of all MRPA Trademarks shall be subject to the MRPA Trademark Guidelines, as amended from time to time by MRPA (the “Trademark Policy”). The current Trademark Policy is attached as Exhibit

C. The Sponsor acknowledges that MRPA is the owner of the MRPA Trademarks and agrees to assign to MRPA any rights the Sponsor may acquire in these marks by operation of law or otherwise. The Sponsor agrees that any goodwill that accrues because of its use of the MRPA Trademarks shall inure to the benefit of MRPA. The Sponsor agrees not to use or permit the use of marks that may be confusingly similar to the MRPA Trademarks.

- e. The Sponsor grants to MRPA a non-transferable, nonexclusive, revocable right to use the any Sponsor phrases, logos, names, trademarks, service marks, and images (the "Sponsor Trademarks") for which the Sponsor grants express written permission from time to time, subject to Sponsor's trademark usage guidelines as provided by the Sponsor to MRPA in writing from time to time. Sponsor's current trademark usage guidelines are attached as Exhibit B. The Sponsor reserves all rights in and to the Sponsor Trademarks and all other Sponsor intellectual property rights. MRPA acknowledges that the Sponsor is the owner of the Sponsor Trademarks and agrees to assign to the Sponsor any rights MRPA may acquire in these marks by operation of law or otherwise. MRPA agrees that any goodwill that accrues because of its use of the Sponsor Trademarks shall inure to the benefit of the Sponsor. MRPA agrees not to use or permit the use of marks that may be confusingly similar to the Sponsor Trademarks.

5. Additional Terms

- a. The Sponsor is solely responsible for the development, operation, and maintenance of its websites, and for all materials and content that appear on its websites, and all products or services provided by the Sponsor. MRPA is solely responsible for the development, operation, and maintenance of its web sites, and for all materials and content that appear on its websites, and all products or services provided by MRPA (excluding materials, content, products or services provided by Sponsor or any other third party). Except with regard to interruptions and errors relating to the Links and the MRPA websites, for which liability is limited as described in Section 5(c) below, each party agrees to indemnify and hold harmless the other from all damages, claims, fees (including attorneys' fees), and expenses relating to any of its responsibilities as set forth in this paragraph.
- b. The Sponsor and MRPA are independent contractors, and nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales relationship, or employment relationship between the Sponsor and MRPA. The Sponsor understands that it does not have authority to act for or on behalf of, make representations on behalf of or bind MRPA. The Sponsor may not make any statement, whether on the Sponsor's site or otherwise, that would contradict anything in this paragraph.
- c. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MRPA MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MRPA SPONSORSHIP PROGRAM AND BENEFITS, THE MRPA TRADEMARKS, AND ANY OTHER SERVICE PROVIDED BY MRPA HEREUNDER, AND ANY OTHER SERVICE, CONTENT, TOOLS, OR RELATED DOCUMENTS OR MATERIALS (IN ELECTRONIC FORM OR OTHERWISE) PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, MRPA EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, AVAILABILITY, FUNCTIONALITY, OR ANY OTHER ASPECT OF ANY MRPA WEBSITE. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR ANY OTHER DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MRPA SPONSORSHIP PROGRAM OR BENEFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING LOSS OF DATA OR LOSS OR INTERRUPTION OF SERVICES OR COMMUNICATIONS. FURTHER, (i) MRPA'S AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT WILL UNDER NO CIRCUMSTANCES EXCEED THE PRO-RATA PORTION OF FEES RECEIVED HEREUNDER BY MRPA ATTRIBUTABLE TO THE REMAINING PERIOD OF THE THEN-CURRENT TERM OF THIS AGREEMENT; AND (ii) THE SPONSOR'S AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT WILL UNDER NO CIRCUMSTANCES EXCEED THE FEES DUE TO MRPA HEREUNDER BUT UNPAID. THE PROVISIONS OF THIS PARAGRAPH SHALL: (i) NOT APPLY**

TO INDEMNITY LIABILITY ARISING UNDER SECTION 5(a) AND (ii) SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

- d. This Agreement shall be governed by the laws of the State of Mississippi, exclusive of its conflicts of law rules. Any dispute under this Agreement involving its interpretation or the obligations of a party hereto or relating to the performance of a party hereto, shall be determined by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, in Mississippi, before a single arbitrator. The arbitrator shall have the authority to permit discovery, to the extent deemed appropriate by the arbitrator, upon request of a party. The arbitrator shall have no power or authority to add to or detract from the agreements of the parties, and the costs of the arbitration shall be borne equally. The arbitrator shall have the authority to grant any temporary, preliminary or injunctive relief in a form substantially similar to that which would otherwise be granted by a court of law. The arbitrator shall have no authority to award punitive damages. The resulting arbitration award may be enforced, or injunctive relief may be sought, in any court of competent jurisdiction.**
- e. Except with regard to payment of fees hereunder, neither party shall be liable under this Agreement for non-performance to the extent caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform.
- f. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter. This Agreement may not be modified except in writing signed by both parties hereto.
- g. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.
- h. If any provision of this Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Agreement.

EXHIBIT A

MRPA SPONSORSHIP BENEFITS	Platinum	Gold	Silver	Individual Benefits
Affiliate (Commercial) Membership	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> \$300
Web-site Link <i>(All graphics to be provided to MRPA in electronic format)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> \$250
Mailing List (One time per year)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> \$300
¼ Page Advertisement in MRPA Forum <i>(Quarterly)</i> <i>(Select months when agreement is signed)</i>			<input checked="" type="checkbox"/>	<input type="checkbox"/> \$300
MRPA Advisory Committee (Past President and Executive Committee) shall meet annually to discuss agreement, strengthen relationships and provide mutually beneficial information for the sponsor organization and MRPA in an effort to support the Sponsor		<input checked="" type="checkbox"/>		
MRPA to post the agreement on web and in forum and make written notification at time agreement is signed regarding the sponsorship arrangement Sponsor.		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Internal MRPA Promotions <i>(Recognition during the annual convention/trade show conference including awards banquet and signage in key areas of educational space and vendor space)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> \$300
Exhibit Space <i>(Guaranteed Space)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> \$500
Use of MRPA Trademark (Per Exhibit C)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> \$300
Placement on MRPA Letterhead and recognized as an MRPA Affiliate (Commercial) Membership (Black and White copy only)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> \$450
Business Card Advertisement in MRPA Forum (Monthly)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> \$300
MRPA will work with sponsor to meet the following objectives <i>(MRPA Constitution and By -Laws Article II. Section 1-7 as summarized below.)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Exclusive sponsorship of select MRPA programs. (Program _____)	<input checked="" type="checkbox"/>			
Sponsor will be allowed to offer non product specific session at the annual MRPA Convention.	<input checked="" type="checkbox"/>			

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Additional benefits as determined from time to time by MRPA.

All benefits are subject to payment of all required fees and execution by Sponsor of a written Sponsorship Agreement accepted by MRPA.

EXHIBIT B
Sponsor Guidelines

For all events co-sponsored by MRPA, the Sponsor agrees to provide and pay all premiums when due to maintain public liability insurance coverage in effect during the terms of this contract, specifically naming the Mississippi Parks and Recreation Association (MRPA) and the MRPA Board of Directors as an insured. The sponsor shall furnish a copy of the policy, as proof of insurance coverage to MRPA in sufficient time in advance of the event for review by the Association's attorney or insurance advisors.

MRPA requires that said liability insurance coverage shall be by a carrier having a rating of no less than "B-10". A lesser rating shall be accepted only after review by the Association's attorney, recommending approval of the company with a lesser rating on the basis of the company's reputation, reserves, and other factors deemed important, and the special circumstances of the event. Minimum liability insurance coverage limits shall be \$2,000,000 per occurrence

By MRPA mission statement, the MRPA Board cannot approve any contract with the Sponsorship Guidelines as follows:

- 1. MRPA cannot recognize any sponsor as the official sponsor or program of MRPA.***
- 2. MRPA cannot direct or influence local agencies to participate in sponsor offered programs, but can make sponsors information available upon request to agencies requesting information on a program or opportunity. (i.e. Dixie Youth is sponsoring agency and Dizzy Dean is not. If Dixie Youth provided information to MRPA. If an MRPA agency member requested information regarding youth baseball, MRPA office would provide only the information that we have available, in this example (Dixie Youth). Sponsor would also have recognition as MRPA sponsor and other benefits as outlined in Exhibit A)***
- 3. MRPA is not interested in any other financial arrangements (ie. Dollars per teams/individuals registered) Sponsors to be involved with MRPA per outlined contract. Tournament or Special Events to be addressed in Tournament Contract.***

(to be provided by Sponsor]

EXHIBIT C
MRPA Trademark Guidelines

These Guidelines may be modified at any time and from time to time by MRPA in its sole discretion.

1. The Sponsor may use the MRPA Trademarks solely for purposes of publicizing the Sponsor's status as an MRPA Sponsor, and such other purposes as expressly authorized by MRPA in writing from time to time.
2. The Sponsor may not alter the MRPA Trademarks in any manner (for example, the Sponsor may not change the proportion, color, or font of the marks), except that the MRPA logo may be scaled in size while maintaining height/width proportions and it may be reproduced in black and white or in color, as illustrated by samples provided by MRPA.
3. The Sponsor may not display the MRPA Trademarks in any manner that implies sponsorship or endorsement by MRPA.
4. The Sponsor may not use the MRPA Trademarks to disparage MRPA, its services or its members, or in a manner which may diminish or otherwise damage MRPA goodwill in the MRPA Trademarks.
5. Each MRPA Trademark must appear by itself, with reasonable spacing (at least the height of the MRPA Trademark) between each side of the MRPA Trademark and other graphic or textual elements.
6. The Sponsor must use the trademark (™) symbol adjacent to each MRPA Trademark.
7. The Sponsor must include the following statement in its materials that include the MRPA Trademarks: "[LIST TRADEMARKS] and the MRPA logo are trademarks of MRPA.
8. The Sponsor's use of any MRPA Trademark constitutes the Sponsor's acknowledgement that all rights to such MRPA Trademark are the exclusive property of MRPA.
9. The Sponsor will provide MRPA with copies of all intended use of the MRPA Trademarks prior to such use. MRPA retains the right to reject or revoke any such use by providing notice to the Sponsor.

MRPA reserves the right to take action against any use that does not conform to these guidelines.

Questions regarding the appropriate use of the MRPA Trademarks should be directed to MRPA's Executive Director at info@aboutmrpa.org.