 **SPONSORSHIP AGREEMENT**

This Sponsorship Agreement, “the Agreement,” is entered into on the date of sponsorship submission, between the submitting organization (the “Sponsor”) and the County of Delaware, Pennsylvania (the “County”), for valuable consideration and in accordance with the terms and conditions set out herein. This sponsorship is for the purpose of supporting the Delaware County Sustainability Conference to be held in Spring 2025 (the “Event”).

**I. County Obligations**

In exchange for the consideration specified herein, the County shall provide the Sponsor with the benefits outlined on Exhibit A for the sponsorship level indicated below:

\_\_ Philanthropic Forest ($3,000)

\_\_ Giving Tree ($2,000)

\_\_ Sapling ($1,000)

\_\_ Sprout ($500)

\_\_ Seed ($200)

**II. Sponsor Obligations**

In exchange for the benefits set forth above, the Sponsor shall make the total payment designated during the following payment methods.

Payments can be made as follows:

* At this link: <https://delco.fcsuite.com/erp/donate/create/fund?funit_id=3676>.
* Check payable to “The Foundation for Delaware County” (with “Delaware County Office of Sustainability” in the check memo) mailed to 200 E. State Street, Suite 304, Media, PA 19063

**III. Sponsor Trademarks**

The Sponsor grants the County a limited license and right to make use of the Sponsor’s trademarks, logos, company name, and company description for the purpose of promotional material and to market or advertise. The Sponsor is responsible for providing such materials in a medium that The County is capable of using. The County shall use the materials provided by Sponsor in connection with the Event and said materials shall not be used past the Event date except with written permission from the Sponsor.

Sponsor materials may be used to generate interest in the Event, garner goodwill, create further sponsorship opportunities, pursue and secure additional funding or funding opportunities, or further advertise for the Event.

**IV. Indemnity**

The Sponsor shall indemnify, defend and hold the County and its officials, officers, agents and employees from harmless from any and all loss, costs, suits, claims, charges, or damages of any kind and nature by any party relating to or arising out of the sponsorship proposed in this Agreement, use of Sponsor materials, or Sponsor’s connection to the Event.

**V. Term**

This Agreement becomes effective upon the date of last signatory. This Agreement may be terminated by either Party provided that the termination is written and delivered to the non-terminating Party at least 30 days of the event. This Agreement may be immediately terminated by the County upon a breach of this Agreement (as described below) by the Sponsor.

The extension of the sponsorship agreement does not constitute an endorsement of the sponsor's business, product, services, positions, or statements. Organizations providing sponsorship contributions must have a location in Delaware County or serve to benefit residents of Delaware County. The following standards for advertising will apply. Advertising will not be displayed if it:

• Relates to illegal activity

• Is explicit sexual material, obscene material, or material harmful to minors

• Advertises alcohol, tobacco products or illicit substances

• Includes obscene, vulgar, hateful, or profane language

• Depicts violence of any kind

• Is false, misleading, or deceptive

• Violates any other applicable law or regulation

The County may terminate any sponsorship agreement at any time for any reason if the sponsorship is determined to not be in the County's best interest for the reasons listed above. The County will provide written notice of the termination of a sponsorship agreement at least 15 days in advance to the contact listed in the agreement. Such notice will set forth the timing and process for the return of unspent funds.

This Agreement shall terminate following the Event and fulfillment of the obligations contained herein.

**VI. Breach**

If Sponsor fails to render payments in accordance with the terms and conditions of this Agreement or is in material breach of the terms and conditions of this Agreement, the Sponsor is deemed to have breached this Agreement. The County shall inform the Sponsor in writing of such breach and shall thereafter be permitted to seek all available legal remedies including those permitted in law or in equity. The County shall not be required to return any monies to the Sponsor in the case of Sponsor default.

**VII. Assignment**

The Parties are not permitted to assign or in any way transfer this Agreement to any third party without prior written agreement signed by the party against whom enforcement is sought. Any assignment made without prior written agreement by the party against whom enforcement is sought shall be deemed void and without effect and shall render this Agreement invalid.

**VIII. Entire Agreement**

This Agreement, including the addendums referenced herein and attached hereto, constitutes the entire Agreement between the Parties. No communications, representations, or statements made prior to or contemporaneously with this Agreement shall be deemed effective.

Modifications or later agreements shall be deemed effective only if they are conveyed in writing and signed by both Parties.

**IX. Notice**

Any notice or other communication by one party hereto to the other shall be in writing and shall be deemed to have been validly given if delivered or mailed, postage prepaid, addressed as follows:

If to Sponsor:

If to County:

Rebecca Yurkovich

County Sustainability Officer

Delaware County Office of Sustainability

201 West Front Street, Room 209

Media, PA 19063

**X. Governing Law**

This Agreement and any dispute arising under or relating to it will be governed under the laws of the State of Pennsylvania. Both Parties expressly consent to the personal jurisdiction of the County of Delaware, Pennsylvania. The Parties further agree that this court shall have exclusive jurisdiction over any such action or proceeding.

**XI. Severability**

If for any reason any competent court with jurisdiction deems that any provision within this Agreement is void, invalid, or ineffective, the remaining provisions shall continue with full force and effect.

**XII. Authority**

The Parties represent, covenant, and acknowledge that each has full authority and capacity to enter into this Agreement and uphold the terms and conditions stated herein. It is expressly acknowledged by the Parties that they are independent contracting parties. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant or partnership or joint venture relationship.

*[Signature Page Follows.]*

**I have read, understood, and hereby accept all terms and conditions as set forth in this Agreement.**

**In submitting payment with intent for sponsorship, I hereby acknowledge and accept the terms and conditions set forth in this document, in lieu of signature.**

THE COUNTY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Director Date

**EXHIBIT A**

**Philanthropic Forest ($3,000+) – EXCLUSIVE - 2 Opportunities Available**

* Identified as “Presenting Sponsor” of one of the following in all conference promotional materials:
  + Keynote Speaker or Conference Expo
* Opportunity to address attendees during opening remarks (Keynote) or closing remarks (Expo) of the in-person conference event
* Opportunity to provide a short video clip to be played for participants ahead of the In-Person Keynote Speaker
* Opportunity to provide a promotional slide to appear on screen before and after Keynote Speaker and all presentations throughout the week
* Exhibition Table Space for Expo Event ($100 Value!)
* Logo on event webpage, program, and all other promotional material
* Receive opt-in participant list
* Advertised 30-Minute Virtual Lunch and Learn Opportunity to Share Services and Meet with Interested Conference Participants

**Giving Tree ($2,000) – EXCLUSIVE – 3 Opportunities Available**

* Identified as “Sponsor of…” one of the following (selection will be on a first-come, first-serve basis)
  + Children’s Program
  + Refreshment Break
  + Sustainability Swag (Company logo may be placed on swag in addition to conference and/or Office of Sustainability logo)
* Opportunity to address provide attendees with marketing materials at registration
* Opportunity to provide a promotional slide to appear on screen before and after all presentations begin throughout the week
* Opportunity to provide a short video clip to be played for participants in the waiting room for virtual sessions throughout the week (All Sessions, except those that have Exclusive Sponsorships)
* Exhibition Table Space for Expo Event ($100 Value!)
* Logo on event webpage, program, and all other promotional material
* Receive opt-in participant list

**Sapling ($1,000)**

* Opportunity to be Exclusive Sponsor for One Virtual Session During the Week
  + Allows for Logo on Framing Throughout Session
  + Allows for Brief Introduction at the Beginning of the Session
* Opportunity to provide a short video clip to be played for participants in the waiting room for virtual session
* Opportunity to provide a promotional slide to appear on screen before and after all presentations begin
* Exhibition Table Space ($100 Value!)
* Logo on event webpage, program, and all other promotional material
* Receive opt-in participant list
* Sustain Delco T-Shirt

**Sprout ($500)**

* Opportunity to provide a promotional slide on screen before/after virtual presentations throughout the week
* Exhibition Table Space ($100 Value!)
* Logo or recognition on event webpage, program, and all other promotional material
* Sustain Delco T-Shirt
* Receive Opt-in participant list

**Seed ($200)**

* Exhibition Table Space ($100 Value!)
* Logo or recognition on event webpage, program, and all other promotional material