



Corporate Sponsorship Agreement

This is a Corporate Sponsorship Agreement (“Agreement”), dated as of _____, 20__ between Canine Concierge Corporation, a Virginia nonprofit corporation (“Client”), and [insert legal name], a [insert the type of entity and jurisdiction of organization] (“Sponsor”).

Background

- A. Client is a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (“Code”), pending. Its mission is to provide certified and trained therapy dogs to medical facilities, long-term healthcare centers, senior citizen centers, and the police to improve the mental health and well-being of those in need. We strive to provide a safe and nurturing environment for our therapy dogs and their handlers and ensure they are well-trained and certified to provide the highest quality of care. We are committed to providing a two-month obedience and housebreaking course, a six-month AAT training and certification process for our therapy dogs, and on-demand smile delivery to those in need. We believe that animal-assisted therapy can be a powerful tool in the recovery process of patients, and we are dedicated to helping those in need through our services.
- B. Sponsor desires to become a corporate sponsor of Client and to provide financial support to and increase public awareness of Client’s mission on the basis set out in this Agreement.
- C. This Agreement has three parts. The first part sets out framework understandings regarding the arrangement, including funds transfers, disclosures, legal compliance, use of trademarks, and termination. The second part, a document attached as **Exhibit A** and referred to as the “Sponsorship Plan,” sets out the specifics of the arrangement, including the sponsorship amount and term. The third part consists of exhibits identifying Client and Sponsor trademarks that may be used in connection with the Sponsorship. As used in this Agreement, the term “Sponsorship” means the relationship contemplated by this Agreement.

The client and Sponsor agree as follows:

1. Sponsorship

1.1 Sponsorship Payment

To support Client’s charitable activities, Sponsor will make a sponsorship payment to Client in the amount and on the schedule set out in the Sponsorship Plan.

1.2 Publicity by Sponsor

Sponsor may identify as a corporate sponsor of Client during the term as provided in the Sponsorship Plan. Except as required by law, Sponsor will not issue any press release or other public statement (including on its website) relating to its Sponsorship without obtaining Client’s prior written consent.

1.3 Sponsor Recognition

Sponsor will be a corporate sponsor of Client during the term or for the event specified in the Sponsorship Plan. Client will acknowledge Sponsor by its customary donor recognition practices and identify Sponsor as a corporate sponsor as provided in the Sponsorship Plan.

1.4 No Substantial Return Benefit

Client will provide Sponsor no “substantial return benefit” as defined in Section 513(i) of the Code and accompanying regulations. For clarity, any acknowledgment or identification of Sponsor will (a) be limited to a statement of acknowledgment or thanks and may include the display of Sponsor’s marks under Section 2, and (b) not include any qualitative or comparative language, references to price, savings or value information regarding any of Sponsor’s products or services.

1.5 No Endorsement by Client

Under no circumstances will Client be expected to endorse or promote Sponsor or its products or services, nor will any such endorsement or promotion be implied or construed based on Client’s acceptance of Sponsor’s payment or acknowledgment or identification of Sponsor. Sponsor will not state or imply, orally or in writing, that Client, or its respective officers, directors, or employees, endorse Sponsor or its products.

1.6 Non-Exclusive Sponsorship

Unless otherwise provided in the Sponsorship Plan, Sponsor’s corporate sponsorship is non-exclusive. The sponsor understands that Client may enter into corporate sponsorship or similar arrangements with other companies.

1.7 Qualified Sponsorship Payment

The payment contemplated by Section 1.1 is intended to be a “qualified sponsorship payment” within the meaning of Section 513(i) of the Code, and the terms of this Agreement are intended to fall within the safe harbor established in the regulations under Section 513(i).

2. Intellectual Property

2.1 Client Marks

Client grants to Sponsor a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks set out in **Exhibit B** (“Client Marks”) for the limited purposes set out in Section 1.2.

2.2 Sponsor Marks

Sponsor grants to Client a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks set out in **Exhibit C** (“Sponsor Marks”) for the limited purposes set out in Section 1.3.

2.3 Ownership

Each of Client and Sponsor acknowledges that (a) it has no interest in the other party’s marks other than the license granted under this Agreement, (b) the other party will remain the sole and exclusive owner of all rights, title, and interest in its marks, and (c) any goodwill in the other party’s marks will inure solely to the benefit of the other party. Client and Sponsor will comply with any reasonable trademark guidelines the other may provide. For clarity, nothing in this Agreement is intended to give Sponsor any ownership or other rights in any Client property or Client-related property created in connection with the Sponsorship, including, without limitation, intangible property such as trademarks, event attendee lists, or mailing lists.

2.4 Non-Permitted Associations

Sponsor may not use Client Marks in any manner that suggests or implies endorsement of political views or religious beliefs, including, without limitation, in connection with any campaign activity for or against a political candidate or in connection with any lobbying activity.

3. Relationship

3.1 Contact Person

Client and Sponsor will each appoint one individual to act as principal contact person and to facilitate communication. The initial appointees are identified in the Sponsorship Plan. Client and Sponsor each may change their contact person at any time and will notify the other.

3.2 Recordkeeping

Client and Sponsor will maintain records relating to the Sponsorship in a manner such that each party can evaluate compliance with this Agreement and will make those records available for review by one another on reasonable notice during the term of this Agreement and for three (3) years after termination or conclusion of the Sponsorship. Client and Sponsor will each reasonably cooperate in providing information relating to its activities under this Agreement in connection with any financial or tax audit or similar matter in which the other is engaged.

3.3 Independence

Client and Sponsor are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between Client and Sponsor. Neither Client nor Sponsor has the power or authority to bind or obligate the other to a third party or commitment in any manner. Using "partner" or comparable terms in any communication is solely for convenience.

3.4 Confidentiality

Sponsor will use Confidential Information (as defined below) only in connection with Sponsor's activities under this Agreement and keep it confidential. "Confidential Information" means all information, in any form, furnished to or obtained by Sponsor from Client including, without limitation, employee, donor, and client data, budget and other financial data, program plans and strategies, technical data and research, and know-how. It does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Sponsor; (b) was known by Sponsor before its being furnished by Client; (c) is or becomes available to Sponsor on a non-confidential basis from a source other than Client; or (d) is independently developed by Sponsor.

4. Indemnification

4.1 Indemnification by Client

Client will indemnify, defend, and hold Sponsor and its directors, officers, employees, agents, and assigns (collectively, the "Sponsor Parties") harmless against any claims, liabilities, losses, damages, and expenses any Sponsor Party may suffer and which arise directly or indirectly from (a) Client's performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of Sponsor's use of Client Marks by the terms of this Agreement. Client will have no obligation to indemnify any Sponsor Party to the extent the liability is solely caused by such Sponsor Party's gross negligence or willful misconduct.

4.2 Indemnification by Sponsor

Sponsor will indemnify, defend, and hold Client and its directors, officers, employees, agents, and assigns (collectively, the "Client") harmless against any claims, liabilities, losses, damages, and expenses any Client Party may suffer and which arise directly or indirectly from (a) Sponsor's performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of Client's use of Sponsor Marks by the terms of this Agreement. Sponsor will have no obligation to indemnify any Client Party to the extent the liability is solely caused by such Client Party's gross negligence or willful misconduct.

5. Termination

5.1 Termination on Notice

Either Sponsor or Client may, on its own, terminate this Agreement by providing the other written notice of that decision. Such a termination will be effective 30 days after delivery of the notice by the terminating party.

5.2 Termination for Breach

If either party breaches any obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. Suppose the breaching party fails to cure the breach within 30 days after receipt of

such notice. In that case, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice, with the termination effective upon delivery of such notice. In its reasonable discretion, the non-breaching party may determine whether the breach has been cured.

5.3 Termination for Conduct

Either Client or Sponsor may immediately terminate this Agreement by giving written notice to the other if, based on information about Sponsor not known to Client at the time this Agreement is signed, it reasonably believes that the other party has engaged or is engaging in conduct, or has been alleged to have engaged in conduct, including, without limitation, conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the reputation of the terminating party. Such a termination will be effective upon delivery of the notice by the terminating party.

5.4 Consequences of Termination

Upon termination of this Agreement, Client and Sponsor will cooperate in transition activities to minimize adverse impacts of the termination. Client and Sponsor will promptly cease use of any Sponsor Marks and Client Marks, respectively. Sponsor will not be entitled to receive any refund of any payments made to Client before termination. If Sponsor terminates this Agreement under Section 5.1, Sponsor will be responsible for all remaining payments due as set out in the Sponsorship Plan. If Client terminates this Agreement under Section 5.1, or if Sponsor terminates this Agreement under Section 5.2 or 5.3, Sponsor will have no remaining payment obligations to Client. If Client terminates this Agreement under Section 5.2 or 5.3, Sponsor will be responsible for all remaining payments as set out in the Sponsorship Plan. The provisions of Sections 2.3, 3.2, 3.4, 4, 5.4, and 6 will remain effective after termination.

6. General Provisions

6.1 Entire Agreement

This Agreement, together with the Sponsorship Plan and the other exhibits, expresses the final, complete, and exclusive agreement between Sponsor and Client, and supersedes any prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealings, or understandings between Sponsor and Client relating to its subject matter. If there are any inconsistencies between any exhibit and this Agreement, this Agreement will control.

6.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Sponsor and Client, which recites that it is an amendment to this Agreement.

6.3 Severability

Suppose any provision in this Agreement is held invalid or unenforceable. In that case, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified to be valid and enforceable to the maximum extent permitted by law.

6.4 Waiver

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

6.5 Assignment

Sponsor may not assign its rights or delegate its duties under this Agreement to anyone else without Client's prior written consent.

6.6 Third-Party Beneficiaries

Except as provided in Section 4, this Agreement is for the exclusive benefit of Sponsor and Client and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, vendor, or client of Sponsor or Client.

6.7 Notices

Notices and consents under this Agreement must be in writing and delivered by mail, courier, or email to the contact persons set out in the Sponsorship Plan. These addresses may be changed by written notice to the other party.

6.8 Governing Law

This Agreement will be governed by Virginia law.

6.9 Injunctive Relief

Both parties acknowledge and agree that: (a) any breach by one party of its obligations under Section 2 will result in irreparable harm to the other party, which cannot be reasonably or adequately compensated in damages; (b) the injured party will be entitled to injunctive or other equitable relief in respect of such breach or imminent breach; and (c) the injured party will have all other rights and remedies to which it is entitled, at law or in equity, concerning breach of Section 2, and otherwise concerning the enforcement of all rights relating to the establishment, maintenance, or protection of their intellectual property.

6.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed one instrument. Transmission by PDF of executed counterparts constitutes effective delivery.

* * * * *

Client and Sponsor signed this Agreement as of the date in its first paragraph.

Client

[Insert legal name of Sponsor]

By: _____

By: _____

Name: Michael H. Stokes

Name: _____

Title: Director

Title: _____

Address: 13800 Coppermine Road
Herndon, VA 20171

Address: _____

Phone: 571-375-5932

Phone: _____

Email: mstokes@canineconcierge.vip

Email: _____

Exhibit A Sponsorship Plan

Sponsorship

| | |
|--|--|
| Sponsorship name (if applicable) | |
| Sponsorship payment | |
| Payment schedule | |
| Sponsorship term | From _____, 20[XX] to _____, 20[XX] |
| Event information (if applicable) | Name: Date: Venue: Description: |
| Sponsor recognition by Client | |
| Publicity by Sponsor | |

Sponsor data and contact person

| | |
|-------------------------------|--|
| Sponsor address | |
| Sponsor contact person | Name: Title: E-mail: Telephone: |

Client data and contact person

| | |
|------------------------------|--|
| Client address | |
| Client contact person | Name: Title: E-mail: Telephone: |

Exhibit B Client Marks

[insert marks]

Exhibit C Sponsor Marks

[insert marks]

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