

SPONSORSHIP COMMITMENT AGREEMENT



Date: _____ Organization Name: _____

Contact Name: _____ Contact Title/Role: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Phone 2: _____ Email: _____

Sponsorship Commitment

- | | |
|--|---|
| <input type="checkbox"/> Exclusive Digital Media Package
\$11,500 | <input checked="" type="checkbox"/> SOLD OUT Meal and Snack Package 2
\$3,700 |
| <input checked="" type="checkbox"/> SOLD OUT Meal and Snack Package 1
\$15,000 | <input type="checkbox"/> Service Support Package
\$3,700 |

Live Stream Broadcast
\$10,000/day

SOLD OUT Banner on the
GA Website
\$500/day

Social Media Post
\$200/post

GA News Sponsorship
\$300/day

GA News Daily Digest
\$600/day

GA News Daily Recap – Live
Broadcast
\$1,500/broadcast

Live Captioning
\$1700/day

SOLD OUT Commissioner/
Advisory Delegate Meal – 1
Group – \$3,000/meal

SOLD OUT Commissioner/
Advisory Delegate Meal – all
Commissioners – \$12,000/meal

SOLD OUT Commissioner/
Advisory Delegate Snack – 1
Group – \$1,000/snack

SOLD OUT Commissioner/
Advisory Delegate Snack – All
Commissioners – \$4,000/snack

SOLD OUT GA Help Desk
\$1,000

Airport Transportation
One-Way - \$1,600

Airport Transportation
Round Trip - \$3,200

By signing this sponsorship agreement, the above listed organization and its representative understand and agree to sponsor the 225th General Assembly (2022) for the selected opportunities at the total contribution amount listed below. Organization agrees with and will adhere to all provisions of the Sponsorship Terms and Conditions.

Total Sponsorship Commitment: \$ _____

Organization Representative Signature: _____

Date: _____

Please submit this completed form no later than **April 8, 2022**

Email to Jayne Culp - jayne.culp@pcusa.org

02/25/2021



Sponsorship Terms and Conditions



The following Terms and Conditions apply to all sponsors of the 225th General Assembly (2022) of the Presbyterian Church (U.S.A.) All sponsorships will be awarded to eligible sponsors on a first-come, first-served basis.

- Sponsorship Commitment.** Sponsor has made a financial contribution (the “Payment”) as a sponsor of the 225th General Assembly (2022) (the “Event”) identified on a sponsor commitment form, sponsorship package, or similar agreement (each, a “Sponsorship Commitment”). Any goods or services contributed by Sponsor or promotional activities conducted by Sponsor in connection with Event are provided as a charitable contribution to the Event and the Office of the General Assembly, an agency of the Presbyterian Church (U.S.A.), A Corporation, (the “Event Organizer”) and without consideration.
- Sponsorship Payment.** Sponsor agrees to submit contribution payment, as identified in the Sponsorship Commitment no later than June 1, 2022. Event Organizer will hold scheduled acknowledgements until contribution has been received.
- Sponsorship Media Requirements.** Sponsor will submit required media files and content to the Event Organizer no later than April 30, 2022, to ensure Event Organizer will have time to include Sponsor acknowledgements in the production schedule.
- Sponsorship Scope.** Unless otherwise expressly identified on the Sponsorship Commitment, Sponsor will be a non-exclusive sponsor of the Event and the Event Organizer, reserves the right to have other sponsors. Sponsor acknowledges that all Sponsorship Acknowledgements and Benefits provided by the Event Organizer relate only to the identified Event.
- Sponsorship Acknowledgements.** The Event Organizer will provide the public recognition and acknowledgment applicable to Sponsor’s support level as set forth in the Sponsorship Commitment (the “Sponsorship Acknowledgments”). Acknowledgement of sponsorship, while identifying Sponsor, will not endorse Sponsor’s products or services or contain any qualitative or comparative language or price information with respect to Sponsor’s products or services. Sponsorship Acknowledgments are not being provided as consideration of the Payment and the value of such acknowledgments will not exceed 2% of the Payment value.
- Sponsorship Benefits.** The Event Organizer will not provide any additional sponsorship benefits to Sponsor other than the benefits specifically listed in this “SPONSORSHIP OPPORTUNITIES” document.
- Use of Names and Logos.** Sponsor grants to the Event Organizer the free, limited, non-exclusive, nontransferable, non-assignable, revocable right and license to use the Sponsor’s name and logo provided by Sponsor solely for the purpose of providing the Sponsorship Acknowledgments and otherwise fulfilling its obligations under these Terms and Conditions. Sponsor grants the Event Organizer the right to modify and edit media, such as digital images and video files, provided by the Sponsor to meet the requirements to fulfill the terms of the Sponsorship Commitment. Sponsor has the right to publicly announce and promote its sponsorship of the Event as follows: “[Sponsor] is [or was] a proud Sponsor of the [Event]” or in similar language approved in advance by the Event Organizer. In any online announcement, a link to <https://ga-pcusa.org> will be provided. In no event shall Sponsor use of the Event name or logo in connection with the sale of a product or service. Both parties further agree not to use each other’s intellectual property in any way that would imply endorsement of oneself or demean, defame, embarrass, diminish or cause any harm to the other.
- Force Majeure.** Neither Sponsor nor Event Organizer will be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts of God, fire, flood, communicable disease outbreak, epidemic, public health emergency, natural catastrophe, severe weather, war, terrorism, labor

dispute, governmental regulation or act, or similar events beyond the party's reasonable control, including any quarantine, travel warning or restriction or other action of government agencies or commercial entities intended to control, mitigate or otherwise address the foregoing (a "Force Majeure Event").

9. **Discretionary Authority.** Sponsor understands that the Event is being conducted, and Sponsor's Payment will be utilized in support of the Event and Event Organizer. Sponsor acknowledges that the Event Organizer shall retain full discretion and control over the Event, including planning, schedule, and operations. The Event Organizer reserves the right to reschedule or cancel the Event for any Force Majeure Event or any other reason it deems necessary or advisable, including without limitation logistical complications, public health concerns, severe weather forecast or other circumstances potentially affecting Event operations, attendance, or success. In such cases, the Event Organizer will make reasonable efforts to provide Sponsorship Acknowledgements and Benefits at a rescheduled or comparable event within a reasonable time with Sponsor's approval.
10. **Tax Treatment.** The Presbyterian Church (U.S.A.), A Corporation ("PC(USA)") is a qualified public charity under Section 501(c)(3) of the Internal Revenue (The "Code"). Sponsor's Payment is a qualified sponsorship payment under Section 513(i) of the Code and nonrefundable. To the extent that Sponsor's Payment exceeds the fair market value of all goods, services and other return benefits received by Sponsor, it is considered a charitable donation to the PC(USA) and tax-deductible to the extent permitted by law. PC(USA) will provide Sponsor with documentation of the fair market value of all return benefits received in connection with the Event. In no event will the value of return benefits exceed the Payment. The return benefits are not intended to be available as a regularly occurring sale or an offer of advertising. Sponsor is responsible for consulting with its own tax advisor regarding the deductibility and treatment of its Payment, including contributed goods, for its own tax purposes. Contributed services are not tax-deductible.
11. **Applicable Law, Jurisdiction, and Special Damages.** These Terms and Conditions will be governed by the laws of the state of Kentucky. The state and federal courts located in Jefferson County, Kentucky will have exclusive jurisdiction over all claims brought under this Agreement. Neither party will be liable for any indirect, special or consequential damages. This limitation of liability will not limit either party's gross negligence or willful misconduct.
12. **Indemnity.** Sponsor will indemnify, defend, and hold harmless the Event Organizer from and against any claims relating directly or indirectly to, or arising out of, use of Sponsor's materials or use of Sponsor's logos and trademarks.
13. **Miscellaneous.** If any provision of these Terms and Conditions of Sponsorship are held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of these Terms and Conditions, and the application of such provision in any other circumstances, will not be affected thereby. The remedies specified herein are cumulative and in addition to any remedies available at law or in equity. Waiver of a breach of any provision of these Terms and Conditions does not constitute a waiver of any other breach of the same provision or any other provision of these Terms and Conditions. All Sections of these Terms and Conditions that by their nature are intended to survive expiration or termination will so survive. These Terms and Conditions, together with the Sponsorship Commitment, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other communications between the parties with respect to such subject matter. In the event of a conflict between these Terms and Conditions and the Sponsorship Commitment, these Terms and Conditions will control. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of such party. These Terms and Conditions, and the rights granted hereunder, may not be assigned by either party without the prior written consent of the other party.