



CORPORATE SPONSOR AGREEMENT

This agreement (the "Agreement") is made effective on the date last signed below ("Effective Date"), between the JEKYLL ISLAND FOUNDATION, a nonprofit corporation, tax-exempt under Internal Revenue Code § 501(c)3 ("JIF"), and _____ ("Sponsor").

WHEREAS, JIF is a tax-exempt, nonprofit corporation under Section 501(c)(3) of the Internal Revenue Code with a mission to raise funds for the conservation, preservation and educational initiatives on and for Jekyll Island; and,

WHEREAS, Sponsor desires to become a corporate Sponsor of JIF and to provide financial support for JIF and increase public awareness of its mission, on the basis set forth in this Agreement;

NOW THEREFORE, the parties have agreed to enter into this Agreement to set forth the terms of Sponsor's non-exclusive sponsorship of JIF. Accordingly, JIF and Sponsor agree as follows:

I. Sponsorship.

A. During the term of this Agreement, JIF agrees to identify and acknowledge Sponsor as a non-exclusive Sponsor, pursuant to Internal Revenue Code § 513(i) and related Treasury Regulations, by displaying Sponsor's logo and other agreed-upon identifying information as set forth in *Exhibit A* on JIF's website, www.jekyllislandfoundation.org, in the manner (placement, form, content, etc.) reasonably determined by JIF in its sole discretion. Sponsor agrees to provide all necessary content and materials for use in connection with such sponsorship.

- a. JIF will not advertise Sponsor's products or services, including message containing qualitative or comparative language, price information, or other indications of savings and value, an endorsement, or an inducement to purchase, sell or use Sponsor's products or services.

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B. Corporate Sponsor Benefits:

| |  Steward \$5,000 |  Ambassador \$10,000 |  Guardian \$25,000 |  Champion \$50,000 |
|--|---|---|---|---|
| BENEFITS & REWARDS* | | | | |
| Prominent presence on JIF home page | | | | ✓ |
| Prominent Logo presence on JIF sponsor page | | | | ✓ |
| Presence on JIF home page | | | ✓ | |
| Description on JIF sponsor page | | | ✓ | ✓ |
| Logo on JIF sponsor page | | ✓ | ✓ | |
| Link to sponsor website | | ✓ | ✓ | ✓ |
| Name on JIF sponsor page | ✓ | ✓ | ✓ | ✓ |
| JIF licensing rights | ✓ | ✓ | ✓ | ✓ |
| Corporate spotlight in a JIF e-newsletter | | | | 1 |
| Social media paid promo (# of ads annually) | | | 2 | 4 |
| Social media exposure (# of posts annually) | 2 | 4 | 8 | 12 |
| Graphic & link included in e-newsletter (# of e-mails) | 2 | 4 | 8 | 12 |
| Shrimp & Grits Festival VIP tickets for Saturday | 1 | 2 | 4 | 8 |
| VIP package for Whiskey, Wine, & Wildlife Weekend** | 1 | 2 | 4 | 8 |
| Annual island parking passes | 4 | 6 | 8 | 12 |
| Discount on historic district venue rental | 10% | 10% | 10% | 10% |
| Guest amenity cards | 5 | 10 | 20 | 40 |
| Lunch with JIF Board (# of people) | 2 | 4 | 8 | 12 |

C. RESERVED.

II. License of Intellectual Property.

- A. During the term of this Agreement, Sponsor shall be permitted to utilize certain parts of JIF's name, acronym, logo, trademarks, trade names, and copyrighted information (collectively, the "JIF Property") for the sole purpose of promoting Sponsor's sponsorship, as set forth in **Exhibit B**.
- B. JIF is the sole owner of all right, title, and interest to all JIF information and JIF Property, unless otherwise provided.
- C. Sponsor agrees that it shall not use JIF's Property in a manner that states or implies that JIF endorses Sponsor or Sponsor's products or services.
- D. JIF retains the right to review and approve in advance all uses of JIF property.
- E. Sponsor shall not use JIF Property without the express prior written permission of JIF.
- F. For clarity, nothing in this Agreement is intended to give Sponsor any ownership, license, or other rights in any JIF Property.

- G. Sponsor is the sole owner of all right, title, and interest to all Sponsor information, including Sponsor's logos, trademarks, trade names, and copyrighted information, unless otherwise provided.
- H. Sponsor hereby grants to JIF a limited, non-exclusive license to use certain of Sponsor's intellectual property, including names, trademarks, and copyrights (collectively, "Sponsor Property"), solely to identify Sponsor as a Sponsor, as set forth in **Exhibit A**. It is understood that Sponsor retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld.
- I. Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to JIF nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to JIF; and that the Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party.
- J. Upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire, and each party shall discontinue the use of such other party's Property.

III. Contribution.

A. In consideration for the right to sponsor with and to be acknowledged by JIF as a non-exclusive sponsor during the term of this Agreement, Sponsor agrees to make an annual cash contribution to JIF of the following level, to be paid in a single lump-sum within thirty (30) days of the commencement of each Term of the Agreement:

- _____ \$ 50,000 Level (Champion)
- _____ \$ 25,000 Level (Guardian)
- _____ \$ 10,000 Level (Ambassador)
- _____ \$ 5,000 Level (Steward)

B. To the extent that any portion of a payment under this section would not (if made as a separate payment) be deemed a qualified Sponsor payment under IRC § 513(i), such portion shall be deemed and treated as separate from the qualified Sponsor payment.

IV. Term and Termination. The term of this Agreement will begin on the effective date and continue for a period of _____ (____) year(s). This Agreement may be extended for _____ (____) successive terms of one (1) year upon the same terms and conditions set forth herein commencing on the anniversary of the effective date, at the sole option of JIF, which shall provide written notice of its decision to Sponsor, unless (i) either party terminates for any reason upon thirty (30) days prior written notice to the other party; (ii) one party notifies the other party that the other party is in material breach of its obligations under this

Agreement and such breach (if curable) is not cured with fifteen (15) days of such notice; or (iii) both parties agree to terminate by mutual written consent.

V. **Relationship of Parties.** The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

VI. **Indemnification.** Sponsor shall indemnify and hold harmless JIF, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred as a result of: (i) any act or omission by Sponsor or its officers, directors, employees, or agents; (ii) any use of Sponsor's name, logo, Web site, or other information, products, or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. This section shall survive any termination or expiration of this Agreement.

VII. **Confidentiality.** Confidential Information is all information that is marked as such and all other information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding the organization, its operations, programs, activities, financial condition, and membership or customer lists. During the Term, each party shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purposes, or as required under Georgia law. Each party shall restrict disclosure of the other party's Confidential Information to its employees and agents with a reasonable need to know such Confidential Information and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

VIII. **General Provisions.**

- A. **Representations.** Each party covenants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of its obligations, and that it shall always exercise due care and act in good faith in the performance of its obligations hereunder. The provisions of this section shall survive termination of this Agreement.
- B. **Execution of Contract.** This Contract may be executed in one or more counterparts, with electronic exchange of signatures (e.g., pdf and DocuSign) sufficient to bind the Parties.
- C. **Binding Effect.** This Agreement shall bind the parties, their respective heirs, personal representatives, successors and assigns, as allowed by law.
- D. **Excused Non-Performance.** Neither Party will have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances

beyond the performing Party's reasonable control, and all such delay and failure is hereby excused by the other Party. Such excusing circumstances (a "Force Majeure") include shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, either Party may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to the other Party.

- E. Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.
- F. Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.
- G. Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.
- H. Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.
- I. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to its conflict-of-laws or choice-of-law principles.
- J. Assignment. This Agreement, or the rights granted under it, may not be assigned, transferred or sub-licensed by either party without the express prior written consent of the other party.

- K. Entire Agreement. This Agreement and all its attachments constitute the entire agreement between the parties and supersede all prior agreements, oral or written, relating to the Sponsor. This Agreement may only be amended in a writing signed by both parties.

- L. Notice. All notices given under this Agreement shall be in writing, addressed to the parties at the addresses set forth below, and shall be deemed to have been duly given when delivered when sent by error-free e-mail, overnight courier, or certified mail (return receipt requested).

Address for Notice:

Contact: _____
 Company: _____
 Address: _____
 Address: _____
 Phone: _____
 E-mail: _____

Address for Notice:

Executive Director
 Jekyll Island Foundation, Inc.
 P.O. Box 13002
 Jekyll Island, GA 31527
 Phone: (912) 635-4100
 E-mail: info@jekyllislandfoundation.org

The parties have executed this Agreement through their duly authorized representatives.

Jekyll Island Foundation, Inc.

Dion Davis, Executive Director

Date Signed: _____

[Corporate Sponsor Name]

[Name of signor], [Title]

Date Signed: _____

Exhibit A – Sponsor branding for JIF use in promotion

Sponsor Direct Link.

Please insert a link to your information.

Sponsor Logo(s)/Assets Link(s).

Please provide a direct link to company assets.

Exhibit B – JIF branding for Sponsor use in promotion

JIF Asset Link(s).

Website

Assets

JIF Corporate Sponsor Asset Link.
