

The following document is AN EXAMPLE ONLY, intended to help you better understand the kind of provisions typically included in this type of agreement. It is not intended as a substitute for consulting with an experienced attorney and receiving legal advice based on the facts and circumstances of a particular case. It also does not necessarily represent the only possible way to structure the business relationship or the range of deal terms that might be available in a particular situation.

It is important to remember that just as every transaction is unique, so is the proper structure of the agreement documenting that transaction. Rarely does a so-called “standard” or “boilerplate” legal form fit the particular needs of the parties to a transaction. When a party says their contract is “standard” what they usually mean is that it is in a format that they are accustomed to using. There is some value in starting from a common ground, but never assume that a “standard” contract is not negotiable. It is all too common for parties to employ a “standard” form agreement without carefully considering the implications of its terms or its failure to address critical issues until a dispute arises. There are those who believe that the process of negotiating the terms of agreements is tedious and is a waste of time and money – they often try to cut corners by employing “standard” forms. However, in our experience the process of careful drafting and thorough negotiation is as valuable (or more so) than the final product. Those who take the time to clearly discuss their expectations, and to memorialize those expectations in a written agreement, forge stronger relationships and are much less likely to find themselves in a dispute later on.

[Sponsor will be listed in the Exhibition Credit Line (with logo) according to the amount of its commitment relative to other Exhibition sponsors.]

b. [Where Credit Line is already designated: The Exhibition Credit Line will be designated as indicated in Exhibit A, and will be included in certain placements as indicated in Section 4 below.] [If Credit Line has not been designated: The Exhibition Credit Line will be included in certain placements as indicated in Section 5 below.] The Sponsor's logo/logo font will appear as set forth in Exhibit A and only in the placements specified in Section 5.

c. The Museum will have the right to change the Exhibition Credit Line prior to the opening of the Exhibition in consultation with Sponsor. The Museum will retain ultimate control over the content and appearance of the Exhibition Credit Line subject to any commitments it has made with respect to relative placement of Sponsor's name and logo herein.

4. Sponsorship Acknowledgement.

a. The Museum will carry the Exhibition Credit Line as follows: [Specify all placements and whether logo or text only.]

b. The Museum will provide additional acknowledgement of Sponsor's sponsorship by verbally acknowledging the Sponsor at [Specify events such as press previews and conferences, opening receptions, etc.] organized for the Exhibition.

c. Sponsor may provide a one-page sponsor statement about its sponsorship of the Exhibition to be included in Exhibition press kits, subject to the advance approval of the Museum. Sponsor may also provide a fact sheet describing its other museum sponsorship activities and the company, subject to the advance approval of the Museum, for inclusion in Exhibition press kits. While the Museum will retain ultimate discretion over the content and appearance of the sponsor statement and fact sheet, it is understood and agreed that any changes made by the Museum to these materials shall also be approved by Sponsor prior to their release.

d. The Museum will provide Sponsor with an advance copy of all materials containing the Exhibition Credit Line for Sponsor's approval a minimum of fifteen (15) days prior to the printing or creating of such materials, which approval shall be limited to use of the Sponsor's name and/or logo in the Exhibition Credit Line and which will not be unreasonably withheld. The Museum will retain full discretion over the content and appearance of such materials.

5. Additional Exhibition Publicity Created by Sponsor.

Sponsor shall have the right, at its own expense, to supplement the Museum's publicity for the Exhibition by developing its own public relations campaign promoting the Exhibition in conjunction with the Museum's public relations efforts and using the Museum's name, the Exhibition Credit Line and images from the Exhibition, subject to any third-party rights; provided, however, that all materials produced in connection with such campaign are reviewed and approved by the Museum in advance of their distribution. The Sponsor must provide all such materials or details of such activities to the Museum for its approval a minimum of fifteen (15) business days prior to distributing such materials. Upon notice by the Museum, the Sponsor will immediately withdraw any advertising or promotional material that is not in a form approved by the Museum pursuant to this Section.

6. Museum Access Opportunities.

Sponsor will receive the following museum access opportunities as part of its sponsorship of the Exhibition: [Specify invitations to openings, tickets to educational events, catalogues, posters, merchandise discounts, use of Museum facilities for entertainment opportunities, etc. If entertaining opportunities are provided, include the following language: All event venues are subject to availability. Sponsor must pay all fees and direct costs for the event, including but not limited to security, catering, decorating, etc., in accordance with the Museum's standard event policies.] Any benefits provided hereunder will not be subject to resale.

7. [Optional] Additional Activities.

- a. Sponsor may co-sponsor with Museum an opening event for the Exhibition at Sponsor's sole cost and expense. The event will be subject to Museum's special events policies. In the event that Sponsor elects not to fund the opening event, Museum may obtain other funding for the opening event.
- b. Museum will offer Sponsor the first opportunity to fund additional activities that are related to the Exhibition and proposed by the Museum. Museum may seek funding from Additional Sources if Sponsor chooses not to fund any additional activity proposed by the Museum.

8. Additional Sponsors.

As indicated in Section 3(a) hereof, the Museum will recognize Sponsor as a corporate sponsor of the Exhibition. This will not preclude the Museum from obtaining additional funding from other sources, including corporations, governmental agencies, foundations and individuals, and such additional funders may also be credited in the Exhibition Credit Line and in Exhibition materials. Sponsor will be informed without undue delay of any further sponsors. [If Sponsor requires exclusivity: Notwithstanding the foregoing, this Sponsorship is intended to be exclusive as to [Describe in detail the scope of exclusivity, e.g. the provision of beverages in connection with Exhibition].] [Note: If the Exhibition is contingent on securing additional funds, indicate the amount and source of those funds and what will happen if those funds are not obtained.]

9. Intellectual Property.

Sponsor acknowledges that the Museum is the sole and exclusive owner of the name "ABC Museum" and its logo, as well as all derivatives thereof. The Museum grants to Sponsor a non-exclusive license to use the name "ABC Museum" and derivatives thereof and the Museum's logo, throughout the world, subject to the Museum's rights of approval as specified herein, solely in connection with the promotion of the Exhibition; provided however that no printed or electronic material using the name "ABC Museum" or any derivative thereof or the Museum logo may be distributed without the Museum's prior written approval of the form, nature, presentation and context of such usage. All right, title and interest in and to the name "ABC Museum" and any derivative thereof and the Museum logo, including goodwill associated with and symbolized by the name "ABC Museum" and any derivative thereof, shall remain vested in and inure to the benefit of the Museum. Sponsor's rights under this Section shall terminate thirty (30) days after the close of the Exhibition.

10. Cancellation.

In the unlikely event that the Exhibition is cancelled or does not open by [insert date], the Parties agree to work in good faith to reschedule the Exhibition on a mutually acceptable future date or allocate the Sponsorship Funding Amount or In-kind Donation to another mutually acceptable project of the Museum. Such cancellation shall not be considered a breach of this Agreement. If the Parties cannot agree on another project and the cancellation is due to a reason within the reasonable control of the Museum, the Museum shall refund without undue delay all payments made by Sponsor to the Museum under this Agreement. If the Parties cannot agree on another project and the cancellation is due to a reason beyond the reasonable control of the Museum (including but not limited to a force majeure event), the Museum will refund any portion of the funds that have not already been spent or irrevocably committed. Where some portion of the Sponsorship Funding Amount has been irrevocably committed, upon the Sponsor's request the Museum will provide evidence of the irrevocable commitment of the funds.

11. Termination.

Either Party will be entitled to terminate this Agreement by giving written notice to the other party in the event such other party commits a material breach of this Agreement, and, in the case of such a breach that is capable of remedy, does not remedy such breach within the required time. Museum will also be entitled to terminate this Agreement if Sponsor engages in activity, or there is a change in Sponsor's business practices, ownership, or products or services, that is not consistent with Museum's mission, policies or reputation or is not in the best interest of the community the Museum serves. The required time (except for the payment of money or the obligation to withdraw promotional materials produced pursuant to Section 7) will be within thirty (30) days of

being given notice in writing specifying the breach or other reason for termination. In the case of an obligation to pay money, the required time will be within seven (7) days following service of a written demand to pay any sum due, and in the case of materials produced in violation of Section 7, the required time for remedying such breach will be within twenty-four (24) hours of being given written notice of breach. If the Museum terminates this Agreement based on a material breach by Sponsor, in addition to any other remedy it may have in law or equity, Museum shall not be obligated to refund any portion of the Sponsorship Funding Amount or any In-kind Donation received by it prior to the date of termination.

12. Confidentiality.

In consideration of the public nature of Museum and in order to protect its public image and the public trust, Sponsor acknowledges that Museum will not treat this Agreement or its contents as confidential information. This Agreement and its contents will be released if requested by organizations or individuals with a legitimate interest in the matter or who make such request in a manner consistent with Museum policy or applicable law.

[Alternate Confidentiality Provision: The terms of this Agreement will be confidential and will not be disclosed by either Party to any third-party (other than to a legal and accounting advisor, as required by law, or to enforce this Agreement) without the other Party's consent. This paragraph will survive the termination of this Agreement.]

13. Successors and Assigns.

The provisions of this Agreement will inure to the benefit of, and be binding upon, the successors (including successor trustees, in the case of a trustee), assigns, and administrators of the Parties hereto. Notwithstanding the foregoing, no party to this Agreement may assign this Agreement in whole or in part without the prior written consent of the other party.

14. Payments.

All payments to be made to the Museum hereunder (including reimbursement of expenses) will be made free and clear of and without deduction for any present or future taxes, fees, duties, withholding or other charges of any nature whatsoever imposed by any taxing authority and all interest and penalties, (other than any taxes imposed on or measured by net income or receipts of the Museum) (hereafter referred to as "Taxes"). In the event that any withholding or deduction from any payment to be made to the Museum hereunder is required in respect of any Taxes pursuant to any applicable law, rule or regulation, then the Sponsor will withhold or deduct the full amount required from such payment and (a) promptly notify the Museum that such deduction or withholding is required, (b) pay to the relevant authority the full amount required to be so withheld or deducted before penalties attach thereto or interest accrues thereon, (c) then immediately pay to the Museum such additional amount or amounts as are necessary to ensure that the net amount actually received by the Museum free and clear of any required deduction or withholding (including any required deduction or withholding on such additional amounts) on such additional amounts will equal the full amount that would have been received had no such withholding or deduction been required.

15. Force Majeure.

If, by any reason of any event of force majeure, either of the Parties is delayed in or prevented from performing any of the provisions of this Agreement (other than the payment of money), then such delay or nonperformance will not be deemed a breach of this Agreement and no loss or damage will be claimed by either of the Parties hereto by reason thereof; provided that the affected Party shall notify the other Party of the force majeure event within five (5) days of its occurrence. In the event of a force majeure event, the Parties will promptly agree on a mutually acceptable schedule for performance of their respective obligations (to the extent affected by the force majeure event), taking into account the nature of the force majeure event. The term "force majeure" includes, but is not limited to, war, terrorism, fire, flood, or other casualty, labor disputes, the enactment of any law or regulation imposing a substantial material impediment to the performance of any of the obligations of the Parties hereunder, or any other cause or event (whether of a similar or dissimilar nature) beyond the reasonable control of either of the Parties.

16. Charitable Contribution.

The Internal Revenue Service requires that donors obtain specific acknowledgments from donees, including a valuation of goods and services provided by the donee in return for the gift if the donor intends to take a charitable contribution tax deduction for the gift. The amount of the charitable contribution that is deductible for federal income tax purposes is limited to the excess of the value of the cash or property contributed over the value of the goods or services provided. Sponsor will notify the Museum in writing if it intends to characterize the Sponsorship Funding Amount or the In-Kind Donation as a charitable contribution.

17. Sponsor's Representations and Warranties.

Sponsor acknowledges that Museum is relying in good faith and to its potential detriment on the commitments made by Sponsor in this Agreement. Sponsor represents and warrants that it is a corporation in good standing, that it has the authority to enter into this Agreement and to grant the rights hereunder, and that any materials supplied by it pursuant to this Agreement will not violate any rights of any third parties.

18. Association.

The Parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship, and nothing in this Agreement will be construed as creating any such relationship between the Parties.

19. Assignment.

This Agreement and the rights granted hereunder will not be assigned by either Party, except with the prior written consent of the other Party.

20. Indemnification.

- a. The Museum agrees to indemnify and hold Sponsor harmless from all claims or damages asserted by third parties cause by or arising out of Museum's creation and presentation of the Exhibition.
- b. Sponsor agrees to indemnify and hold Museum harmless from all claims or damages asserted by third parties except those asserted to be caused by the negligence of Museum, caused by or arising out of Sponsor's exercise of the benefits granted to it pursuant to this Agreement.

21. Governing Law.

The terms and conditions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

22. Entire Agreement.

This document contains the entire understanding of the Parties on the subject matter hereof and all prior written and oral discussions or agreements are merged herein. This Agreement may not be altered, amended or modified except by a written instrument executed by both Parties. The invalidity of any one provision in this Agreement shall not be deemed to render the whole agreement invalid.

23. Authorized Representatives.

For the purposes of liaison, direction and coordination of daily operational matters, the Parties shall be represented by the following individuals:

Museum Representative:

Sponsor Representative:

Each Party will notify the other party in writing of any substitution for said representatives.

24. Adherence to Museum Policies.

Sponsor agrees to adhere to all policies and guidelines adopted by Museum.

In Witness Whereof, the authorized representatives of the parties hereto have duly executed this Agreement as of this ____ day of _____, 200_.

XYZ Company

ABC Museum

By:

By:

Its:

Its:

Attachments:

Exhibit A (sample Exhibition Credit Line or Sponsor logo)