Event Sponsorship Agreement

Louisiana State University

This Agreement made and entered into at Baton Rouge, Louisiana, this _____ day of_____, 20____, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College herein represented by Daniel T. Layzell, Executive Vice President for Finance and Administration and CFO of Louisiana State University and A&M College, party of the first part and hereinafter sometimes called "LSU,"and _____, herein represented by _____ and hereinafter sometimes called "SPONSOR:"

WITNESSETH, THAT LSU and the SPONSOR, for the consideration hereinafter named agree as follows, that:

A. SPONSOR agrees to pay LSU the amount of $_____ no later than _____ and, if applicable, such other "in kind" contributions to LSU as may be described by Addendum hereto.

B. LSU acting through its _____ agrees to provide
(Name of Department)
sponsorship acknowledgments and recognition as described by Addendum hereto.

C. LSU and SPONSOR agree:

(1) The purpose of this Sponsorship is to provide support of the LSU activity known as _____ and for no other purpose.

(2) The duration of this Sponsorship agreement shall begin at _____ (a.m./p.m.) on _____ and shall terminate _____ (a.m./p.m.) on _____.

(3) SPONSOR shall be solely responsible for, to defend and indemnify LSU and its respective officers, agents, and employees, and to hold each of them harmless from any claims, demands, causes of action or damages including reasonable attorney's fees, arising out of the rights granted to SPONSOR hereunder. In the event that SPONSOR undertakes, at its own expense, defense of any suit or action against it involving any operations covered by the sponsorship agreement, LSU shall not be obligated to pay or contribute toward the defense of such suit or action nor in any manner to indemnify SPONSOR against any damages or sums assessed in or resulting, directly or indirectly, from such suit or action or under any settlement thereof, but LSU shall have the right to retain counsel of its own selection and at its own expense to advise and consult with SPONSOR's counsel.

(4) Nothing in the sponsorship agreement shall be construed to place the parties in the relationship of partners or joint venturers or agents, and SPONSOR shall have no power to obligate or bind LSU in any manner whatsoever. Except as otherwise provided herein, SPONSOR may not use LSU's name and other indicia without prior express written approval by the Vice President for Finance and Administration which may require the payment of a royalty rights fee for the use of LSU logos and associated indicia, and SPONSOR agrees that it shall neither state nor imply, either directly or indirectly, that the SPONSOR or its activates, other than pursuant to exercise of the Sponsorship agreement, are supported, endorsed or sponsored by LSU and, upon the direction of LSU shall issue express disclaimers to that effect.

(5) Nothing in the sponsorship agreement grants any right to the Sponsor to engage in sales, to solicit sales, to display its products or services or the products or services of others at the event or activity unless specifically provided by Attachment hereto.

(6) In the event any portion of the sponsorship agreement is declared invalid or unenforceable for any reason, such portion is deemed severable herefrom and the remainder of the sponsorship agreement shall be deemed and remain fully valid and enforceable.

(7) The sponsorship agreement and any rights herein contained granted are personal to SPONSOR and shall not be assigned, sublicensed or unencumbered without LSU's written consent which shall not be unreasonably withheld. The sponsorship agreement constitutes the entire agreement and understanding of the parties hereto and cancels, terminates and supersedes any prior sponsorship agreement or understanding relating to the subject matter hereof between promises, agreements, warranties, covenants or undertakings other than those contained herein. None of the provisions of the Sponsorship agreement may be waived or modified except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in the sponsorship agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach. The sponsorship agreement shall be construed in accordance with the laws of the State of Louisiana and shall not be binding on LSU until signed on its behalf by its President or an officer of LSU designated by the President to sign the same.

RECOMMENDED BY EVENT COORDINATOR:

Name: _____

Title: _____

Signature: _____

Date: _____

AGREED AND ACCEPTED BY SPONSOR:

Name: _____

Title: _____

Signature: _____

Date: _____

AGREED AND ACCEPTED ON BEHALF OF THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY

Name: _____

Title: _____

Signature: _____

Date: _____

Addendum

Sponsor agrees to:

_____

_____

_____

LSU agrees to:

_____

_____

_____