



# 2022 Sponsorship Agreement

for American Association of Museums (D/B/A American Alliance of Museums)

**Company Name "Sponsor" \***

**A) Sponsorship Agreement:** This will serve as an agreement between the Sponsor and American Association of Museums, d/b/a American Alliance of Museums (the "Alliance") regarding the sponsorship of the American Alliance of Museums' 2022 Annual Meeting and MuseumExpo.

**B) Sponsor Recognition:** Sponsor will be recognized as a NAME sponsor at the American Alliance of Museums' 2022 Annual Meeting and MuseumExpo consistent with the "qualified sponsorship" rules set forth in § 513(i) of the Internal Revenue Code (the "Code") and the Treasury regulations thereunder. The placement, forum, content, appearance, and all other aspects of identification and acknowledgement set forth in this provision shall be determined by the Alliance in its sole discretion. It is understood that such recognition shall be limited to a statement that Sponsor is a sponsor of the American Alliance of Museums' 2022 Annual Meeting and MuseumExpo, including a thank-you statement and placement of the company's logo, but shall not include general advertising information. Such recognition shall be as determined by sponsor level selected below.

**NAME Sponsor Level (see benefits listed below) - select one. \***

- Copper (\$500 US Dollars)
- Bronze (\$1,000 US Dollars)
- Silver (\$2,500 US Dollars)
- Gold (\$3,500 US Dollars)
- Platinum (\$5,000 US Dollars)

**C) Advertising:** Sponsor will also receive advertising placement(s) based on the sponsorship level selected above.

Alliance publications are published for and on behalf of the association's membership and to advance the museum profession. The Alliance therefore reserves the right to reject, omit or cancel advertising that it

feels is not in the best interest of the membership or the profession.

**D) Consideration:** As support of the American Alliance of Museums' 2022 Annual Meeting and MuseumExpo Sponsor agrees to remit to the Alliance the sum specified in its sponsorship level to be paid in full no later than **February 1, 2022**.

If Sponsor signs and returns Agreement after **February 1, 2022**, the Alliance cannot guarantee any form of recognition or advertising in conjunction with this event.

Sponsor must sign and submit this Agreement prior to any recognition.

Payment must be submitted directly to the Alliance either by [online electronic payment](#) or by check mailed to: AAM, PO Box 741970, Atlanta, GA 30374-1970.

#### **E) Mutual Intellectual Property License:**

1. Limited License to the Alliance. In connection with the non-exclusive sponsorship of the American Alliance of Museums' 2022 Annual Meeting and MuseumExpo, the Alliance is hereby granted a limited, revocable, non-exclusive license to use the name and the logo of Sponsor as set forth in Exhibit A to this Agreement (hereinafter individually and collectively referred to as the "Sponsor Marks") solely to identify Sponsor as a sponsor of the American Alliance of Museums' 2022 Annual Meeting and MuseumExpo with the limited authority to use the Sponsor Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. Sponsor represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to the Alliance 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 the Alliance; and that the Sponsor Marks do 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, nor will same constitute a libel or defamation of any third party.

2. Limited License to Sponsor. In connection with the non-exclusive sponsorship of the American Alliance of Museums' 2022 Annual Meeting and MuseumExpo, Sponsor is hereby granted a limited, revocable, non-exclusive, non-assignable license without the right to sublicense to use the trademarks set forth in Exhibit B to this Agreement (hereinafter individually and collectively referred to as the "Alliance Marks") solely with the term "Sponsor" prominently displayed directly adjacent thereto (to ensure the absence of any implication that Sponsor is endorsed by the Alliance), with the limited authority to use the Alliance Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. In no event shall Sponsor use the Alliance Marks in a manner that states or implies an endorsement of Sponsor (or Sponsor's products or services) by the Alliance. Notwithstanding the foregoing, for quality control purposes, all uses by Sponsor of the Alliance Marks shall be subject to the prior approval of the Alliance, and shall be consistent with any guidelines established by the Alliance regarding third-party use of its logo including but not limited to the Alliance's Sponsor Logo Use Policy set forth in Exhibit C.

**F) Indemnification:** Sponsor hereby agrees to indemnify, save and hold harmless the Alliance and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any act or omission by Sponsor or any of its officers, directors, employees, or agents; (ii) any use of Sponsor's name, logo, Web site, or other information, materials, 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 survive termination of this Agreement and require the payment of all costs and expenses by Sponsor as they occur.

**G) Termination:** This Agreement shall be effective as of the date and year first above written and shall

terminate: (i) upon the occurrence of a material breach of a material provision by one (1) of the parties hereto if such breach is not cured within thirty (30) days after written notice of such breach is received by the breaching party from the non-breaching party identifying the matter constituting the material breach; or (ii) at the conclusion of the American Alliance of Museums 2022 Annual Meeting and MuseumExpo.™ As it relates to the Alliance, cause for immediate termination shall include, but not be limited to, (i) Sponsor being charged with or accused of the commission of any act which is an offense involving moral turpitude under any Federal, State or local law, or any act which casts an unfavorable light upon the Sponsor's association with the Alliance, or (ii) Sponsor performing, committing, or being accused of performing or committing any act which would unreasonably and objectively bring the Alliance or its programs, events and/or initiatives into disrepute. The determination of whether and to what extent the offense is cured or curable shall be made by the Alliance at its sole and absolute discretion. In the event of one Party's insolvency, fraud or willful misconduct, this Agreement may be terminated by the other Party immediately upon written notice to the offending party.

Upon termination or expiration of this Agreement, Sponsor shall immediately cease utilization of the Alliance Marks. Any termination of this Agreement shall not release a Party from paying any fees owed to the other Party for any periods prior to or after termination.

**H) Counterparts:** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

**I) Waiver:** Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

**J) Governing Law:** All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the District of Columbia. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the District of Columbia. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the District of Columbia.

**K) Limitation of Liability:** SPONSOR ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE BY ANY PERSON OR ORGANIZATION OF THE PRODUCTS/SERVICES PROVIDED BY SPONSOR. SPONSOR SHALL INDEMNIFY AND HOLD THE ALLIANCE HARMLESS FOR ALL LIABILITIES AND CLAIMS ASSERTED BY ANY USER OF THE SPONSOR PRODUCTS/SERVICES AS WELL AS ALL EXPENSES, INCLUDING ATTORNEYS FEES, INCURRED BY THE ALLIANCE IN CONNECTION WITH SUCH LIABILITIES OR CLAIMS. THE ALLIANCE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, ENDORSEMENTS OR CONDITIONS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SPONSOR'S PRODUCTS/SERVICES OR THE USE OF THE SPONSOR'S PRODUCTS/SERVICES.

**L) Warranties:** Each Party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and all activities contemplated by this Agreement, that it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any termination or expiration of this Agreement.

**M) Headings:** The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

**N) Assignment:** This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

**O) Entire Agreement:** This Agreement: (i) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the Parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both Parties.

**P) Severability:** All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

**Q) Force Majeure:** Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

**R) Notice:** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to the Alliance:

American Alliance of Museums  
2451 Crystal Drive, Suite 1005  
Arlington, VA 22202  
Attn: Carol Constantine, Director, Finance and Administration  
Email: [cconstan@aam-us.org](mailto:cconstan@aam-us.org)

If to the Sponsor:

To the attention of the Authorized Representative at the Address listed below within this Agreement.

**S) Relationship of Parties:** The Parties are strictly independent contractors. No other relationship is intended, implied, or authorized, including without limitation that of joint venture, lessor-lessee, principal-agent, or seller-purchaser. Neither Party shall have the authority to enter into any agreements for nor on behalf of the other and the Alliance has no authority to make any representations or warranties to any third party concerning Sponsor's services and programs. The Parties agree that at all times the Alliance and Sponsor are acting as independent contractors.

**T) Confidentiality:** Neither party shall disclose to third parties any business and/or technical information of the other designated orally or in writing as "CONFIDENTIAL" or "PROPRIETARY" without the prior written consent of the other party. Such restrictions do not extend to any item of information which (a) is now or later becomes available in the public domain without the fault of the receiving party; (b) is disclosed or made available to the receiving party by a third party without restrictions and without breach of any relationship or confidentiality; or (c) is independently developed by the receiving party without access to the disclosing party's Confidential or Proprietary information. The terms and conditions of this Agreement are hereby designated "CONFIDENTIAL." It is agreed and understood that in the event of a breach of this Section, damages may not be an adequate remedy and the disclosing party shall be entitled to injunctive relief to restrain any such breach, threatened or actual.

## Signature and Contact Information

**Company Name \***

**Authorized Representative \***

First Name      Last Name

**Today's Date \***

 

Month    Day    Year

**Sponsorship Contact \***

First Name      Last Name

**Address \***

Street Address

Street Address Line 2

City                                      State / Province

Postal / Zip Code

**Email \***

example@example.com

**Phone Number \***

Please enter a valid phone number.

## Exhibit A

Sponsor Marks

**Sponsor/Company Name for text recognition purposes (all levels). \***

## Exhibit B

Alliance Marks

## Exhibit C

Sponsor Logo Use Policy

The Alliance Marks as defined in Exhibit B are the exclusive property of the Alliance. The Alliance allows Sponsors to use the Alliance Marks in accordance with the terms and conditions of a limited and revocable license, as set forth elsewhere in this Agreement. The Alliance reserves the right to revoke the license and pursue additional actions if the terms and conditions of the license are violated. The Alliance retains sole discretion for the interpretation and enforcement of the policy and license.

The Alliance Marks may be used in a professional manner on the Sponsor's printed material, website and social media sites for the purpose of identifying sponsorship of the events identified in this Agreement. All potential displays must be approved by the Alliance prior to use. The Alliance Marks may not be used in the following ways:

- On any product or in connection with any service – unless otherwise specified in this Agreement
- In any manner that, in the Alliance's sole opinion, discredits the Alliance or tarnishes its reputation or goodwill
- Is false or misleading
- Violates the rights of others
- Violates any law, regulation or other public policy
- Mischaracterizes the relationship between the Alliance and the Sponsor, including but not limited to any use of the Alliance Marks in a manner not expressly authorized by this Agreement

The Alliance Marks may be reproduced only in accordance with the colors, proportions and other specifics set forth in the Logo Use Guide, which The Alliance will provide to Sponsor under separate cover, and which is incorporated by reference into the Agreement. Except for as specifically set forth in the Logo Use Guide, The Alliance Marks may not be modified in any way other than to proportionally shrink or enlarge them to fit in the desired media. The Alliance reserves the right to change the Logo Use Guide from time to time.

Submit