



# SPONSORSHIP COMMITMENT AGREEMENT

## Walk to End Alzheimer's® - Erie Shores/Sandusky

### SPONSOR INFORMATION

Company name (as to be displayed) \_\_\_\_\_ Date \_\_\_\_\_

Contact name \_\_\_\_\_

Address \_\_\_\_\_ City/State/ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

### PAYMENT INFORMATION

**Total commitment: \$** \_\_\_\_\_

Check enclosed (payable to Alzheimer's Association)       Please invoice me

Credit card

Card number \_\_\_\_\_ Expiration \_\_\_\_\_ Security code (back of card) \_\_\_\_\_

Payment authorized signature \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_ Title \_\_\_\_\_

**Submit this completed form and a high-resolution image of your company logo by APRIL 30, 2024 to:**

ERICA PARNISARI

2131 Park Ave. W., Ontario, OH 44906

ELParnisari@alz.org 419.216.2973

### SPONSORSHIP TERMS OF AGREEMENT

This sponsorship agreement is made on \_\_\_\_\_, 202\_ (the "effective date" by and between Alzheimer's Disease and Related Disorders Association, Inc., d/b/a Alzheimer's Association®, a Delaware non-stock corporation with offices at 225 North Michigan Avenue, 17th Floor, Chicago, Illinois 60601 (the "Association"), and \_\_\_\_\_ (the "Sponsor,"), with offices at \_\_\_\_\_

### RECITALS

The Association is a nonprofit corporation and its mission is to lead the way to end Alzheimer's and all other dementia — by accelerating global research, driving risk reduction and early detection, and maximizing quality care and support. The Sponsor is \_\_\_\_\_ . The Association is organizing its Walk to End Alzheimer's® in Sandusky, OH (the "Event"), which is scheduled to occur in Sept, 2024 (the "Event Date").

**AGREEMENT**

1. Sponsorship. Sponsor agrees to sponsor the Event in the amount of \$\_\_\_\_\_. If, in the Payment Information section of this Agreement, the Sponsor has elected to be invoiced for this amount, then the Association shall invoice the Sponsor for this sponsorship, and the Sponsor agrees to pay the full amount of the sponsorship within 30 days of receipt of the invoice.
2. Undertakings by Association. In consideration for the foregoing sponsorship, the Association will provide Sponsor with the benefits set forth on Exhibit A. As further consideration, the Sponsor is hereby granted the right to use of the Association Marks set forth in Exhibit B in accordance with the terms set forth below.
3. Term. This Agreement will expire 30 days after the Event Date.
4. Use of Trademarks.
  - (a) Sponsor acknowledges Association’s exclusive right, title and interest in its trade names, logos and trademarks depicted in Exhibit B (“Association Marks”). Subject to the terms of this Agreement, Association hereby grants to Sponsor a limited non-exclusive non-transferable revocable license to use the Association Marks solely for the purpose of publicizing its sponsorship or the Event and promoting the Event, including raising funds. In exercising the rights granted by this provision, and in furtherance of its obligations under Section 4, Sponsor expressly agrees and acknowledge that it may not affix, attach, use or depict the Association Mark onto or in connection with any specific product or service of Sponsor.
  - (b) Association acknowledges Sponsor’s exclusive right, title and interest in its trade names, logos and trademarks set forth in Exhibit C (“Sponsor Marks”). Subject to the terms of this Agreement, Sponsor hereby grants to Association a limited non-exclusive non-transferable revocable license to use the Sponsor Marks solely for the purpose of promoting the Event and the Sponsor’s sponsorship thereof.
  - (c) Each Party agrees to protect, defend, indemnify and hold harmless the other Party, its officers, directors and employees (collectively “Indemnitees”) from and against all loss, cost, damage, or expense (including reasonable attorney’s fees) liabilities, settlements, penalties and assessments incurred by the other Party Indemnitees in connection with, or arising as a result of a Party’s use of the other’s trademarks as permitted under this Agreement.
5. Termination. (a) Either party shall have the right to immediately terminate this Agreement if any situation arises which could have a negative effect on the other party’s reputation. Upon the termination of this Agreement by either party for any reason, each party must cease using the other party’s intellectual property and promptly destroy materials containing such other party’s intellectual property, except as required by law.
6. Miscellaneous. Nothing contained in this Agreement is to be deemed to create a partnership, joint venture, or agency relationship between the Association and Sponsor. Sponsor shall not indicate or imply to third parties that its products/services are endorsed by the Association. No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement, including Exhibits A, B and C, constitutes the entire agreement between the Association and the Sponsor in connection with the performance of the obligations described above. It may not be changed or modified, except by written amendment signed by all parties.

In witness whereof, the parties have caused this Agreement to be signed as of the Effective Date first written above.

Alzheimer’s disease and related disorders association, inc. ,

Sponsor \_\_\_\_\_,

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## EXHIBIT A: SPONSOR BENEFITS

- Deliver all benefits as noted in the attached sell sheet.
- Present post-event proof of performance information.

## EXHIBIT B: ASSOCIATION MARKS



## EXHIBIT C: SPONSOR MARKS