RUTGERS DAY: SPONSORSHIP CONTRACT

This shall confirm the agreement reached by and between XYZ Company (“Sponsor”) and Rutgers, The State University of New Jersey (“Rutgers”), for sponsorship of Rutgers Day 20XX.

I. SPONSORSHIP BENEFITS – Scarlet Sponsor Level ($15,000)

1. Rutgers shall promote and conduct Rutgers Day 20XX on Saturday, April XX, 20XX.

2. Rutgers hereby grants Sponsor the right to be an official Rutgers Day sponsor.

3. Rutgers will provide Sponsor with:
   
   A. Logo prominently displayed in the Rutgers Day program, which is downloadable from the website and distributed to visitors on the day of the event, and on a promotional flyer distributed to New Jersey residents

   B. Electronic and/or a limited number of hard copies of a promotional flyer for distribution to XYZ Company employees and/or customers

   C. Logo on the Rutgers Day website with a link to XYZ Company’s homepage (http://www.xyz.com/)

   D. Recognition in media releases and press kits

   E. Thank you recognition in Spring 20XX issue of Rutgers Magazine mailed to 350,000 alumni

   F. Logo prominently displayed on each campus on main stage signage and on special sponsor signs at information tents

   G. An individual 10’ x 10’ space, as well as an information table and chairs for Sponsor’s exhibit on the XX Campus (all mobile units and tents must be in place and set up by close of business Friday, April XX)

   H. Special guest parking on the XX Campus

   I. Exposure to approximately 75,000 visitors to campus

II. SPONSORSHIP FEES

In consideration of all rights granted hereunder, Sponsor shall pay Rutgers $15,000 in full upon execution of this agreement by Sponsor. Checks should be made payable to “Rutgers University.”
III. TERMINATION
In the event that Rutgers Day 20XX does not take place due to any cause beyond the reasonable control of the parties, this agreement shall terminate and Rutgers’ only obligation shall be to return to Sponsor the fee paid less any direct out-of-pocket expenses incurred by Rutgers prior to the date of termination.

Rutgers shall have the option to terminate this agreement upon written notice to Sponsor if it determines that continued affiliation with Sponsor is inconsistent with the university’s mission and philosophy and/or adversely affects the reputation of the university. In case of such termination, Rutgers’ only obligation shall be to return to Sponsor the fee paid less any direct out-of-pocket expenses incurred by Rutgers prior to the date of termination.

IV. TRADEMARKS
All uses of Sponsor’s trademarks and logos by Rutgers are subject to prior written approval. Rutgers agrees to submit samples of all material using Sponsor’s trademarks and logos to Sponsor for its approval, and Sponsor shall have up to five (5) business days to approve or disapprove such material, provided the submission deadline for artwork allows.*

All uses of Rutgers trademarks and logos by Sponsor and/or its advertisers are subject to prior written approval. Sponsor agrees to submit samples of all material using Rutgers trademarks and logos, including material produced by advertisers, to Rutgers for approval, and Rutgers shall have up to five (5) business days to approve or disapprove such material. If Sponsor uses an ad agency or other organization to purchase, create, format, manage, or produce its advertising, advertising opportunities, advertising placements, or artwork associated with its advertising, Sponsor shall be responsible for payment of any fees or commissions due that agency or organization, and Rutgers shall have no such obligation.

*Sponsors are asked to submit to Rutgers in electronic form the specific trademark and/or logo to be used for Rutgers Day, as well as usage specifications, at the time of the signing of this contract.

V. NOTICES
All correspondence, including payment, directed to Rutgers shall be sent to:

Abc Doe
Title
Rutgers, The State University of New Jersey
Street Address
City, State ZIP
XXX-XXX-XXX
email@rutgers.edu
All correspondence directed to the Sponsor, XYZ Company, shall be sent to:

Abc Doe
Title
XYZ Company
Street Address
City, State ZIP
XXX-XXX-XXXX
email@xyz.com

VI. MISCELLANEOUS
Each party represents and warrants that it is free to enter into this agreement without violating the rights of any person, that its trademarks do not infringe the trademarks or trade names of any person, and that it will comply with all laws and regulations pertinent to its business. Sponsor shall indemnify and hold Rutgers harmless from any liability arising out of the use of Sponsor’s products.

Rutgers shall not be held liable for any failure on the part of Sponsor’s employees or agents to deliver items or fulfill tasks such as:

a. Working Sponsor’s display booth at the event
b. Providing a tent for the day of the event, if applicable

This agreement does not constitute a partnership or joint venture or principal agent relationship between Rutgers and Sponsor. This agreement may not be assigned by either party. It shall be governed by the laws of the State of New Jersey and any claim arising out of this agreement or its performance shall be filed in the state or federal court located in New Jersey. This agreement constitutes the entire agreement between the parties, and any modification or amendment must be in writing and signed by both parties. The signatories below acknowledge that they are authorized to execute this agreement.

If this accurately sets forth the agreement between Rutgers and Sponsor, please sign below and return an original copy.

Agreed and accepted this _______ day of ____________, 20XX.

________________________________________________
Name, Title
XYZ Company

Agreed and accepted this _______ day of ____________, 20XX.

________________________________________________
Name, Title
Rutgers, The State University of New Jersey