NORTH GREENVILLE UNIVERSITY

Christ Makes the Difference

NORTH GREENVILLE UNIVERSITY
CRUSADERS

2017-2018
SPONSORSHIP OPPORTUNITIES

CHRIST MAKES THE DIFFERENCE
AGREEMENT

This agreement is made by and between North Greenville University, for the benefit of North Greenville University athletic department Post Office Box 1892 Tigerville, SC 29688 and (“Sponsor’)

Whose notice address is: ____________________________________________

In good and valuable consideration, NGU athletic department and Sponsor agree:

1. **Deliverables.** (Outlined in sponsorship benefits.)
2. **Term:** This agreement commences on ____/____/20___ and ends on ____/____/20___.

3. **Terms and Conditions:** The parties agree to the Terms and Conditions as outlined and accept this agreement by signing below. The persons signing below represent that they are authorized to sign this agreement for the purposes set forth in this agreement.

**Sponsor:**
Name: _______________________________________________
Title: ________________________________________________
Date: ____/____/20___

**NGU Athletic Department:**
Name: _______________________________________________
Title: ________________________________________________
Date: ____/____/20___

I am authorized to contract the sponsorship listed

Signature: _____________________________________________
Print Name: ___________________________________________
Total Cost: $ _____________

Please make checks payable to NGU Athletics.

Mail order form and payment to:
North Greenville University
Attn: Micah Sepko
P.O. Box 1892
Tigerville, SC 29688
TERMS AND CONDITIONS

1. **Status of the Parties.** Sponsor is an independent contractor and not an employee of the North Greenville University Athletic Department (NGUAD) for any purpose including, but not limited to, the application of Fair Labor Standards Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code. Sponsor is not an agent, representative or joint venture partner of NGUAD. Sponsor cannot enter into any contract or commitment on behalf of NGUAD and has no power to obligate or bind NGUAD in any manner whatsoever. NGUAD is not liable for any debts or other liabilities whatsoever of Sponsor. Sponsor has exclusive control over the means, methods and details of fulfilling its Agreement obligation, except for the time and length of the scheduled performance.

2. **Term.** This agreement will commence and expire as of the dates set forth above unless sooner terminated in accordance with the provisions herein. Upon the effective date of any termination or the expiration of this Agreement, Sponsor will immediately discontinue all performance under this Agreement, unless NGUAD expressly consents to a continuation of performance.

3. **Warranties.** Sponsor warrants and represents to NGUAD that it has capability to perform all its obligations hereunder with a high standard of quality and that: (i) the Deliverables will conform in all material respects with the specifications set forth in this Agreement; and (ii) the Deliverables will be provided to NGUAD on a best efforts basis in a timely, professional and workmanlike manner.

4. **Obligations.** Sponsor will exercise good judgment and reasonable care in performing its obligations under this Agreement. Sponsor will comply with the provisions of all applicable executive, federal, state, county and local laws, ordinances, regulations and codes (as adopted or amended from time to time) applicable to Sponsor’s performance of this Agreement. Sponsor is not entitled to rely upon any oral statements that may be offered by any person on NGUAD’s behalf. Except for the NGUAD officer executing this Agreement, no NGUAD employee is authorized to modify or alter any of the requirements hereof and only then upon written signed by such authorized NGUAD officer.

5. **Termination.** Either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement, and fails to cure such a breach within twenty (20) days of receiving notice of such breach from the non-breaching party. NGUAD may terminate if Sponsor is not ready (or cannot reasonably be expected to be ready) to perform as provided in this Agreement. Either party may terminate this Agreement immediately upon written notice if the other party becomes subject of or party to any legal, quasi-legal, or administrative investigation or proceeding relating to its hiring, employment, or safety practices. NGUAD may unilaterally cancel this agreement at any time, without penalty and without prior notice in the event NGUAD determines that such cancellation is in its best interests for reasons including, but not limited to lack of payment, facilities, compliance with laws, rules of regulations of any governing body including, without limitation, Board of Trustees, NCAA, or NCCAA.

6. **Indemnity.** Sponsor must defend, indemnify and hold harmless NGUAD, their employees, sponsors and agents, from all losses including attorney’s fees and court costs incurred by, or claims made against NGUAD, their employees, sponsors and agents, as a result of Sponsor’s performance hereunder or Sponsor’s breach of the representations or warranties herein or wages due any employee or agent of Sponsor or attorney’s fees and cost in defense of any claim under federal or state law. This indemnity does not limit any other obligation of Sponsor to indemnify NGUAD.

7. **Notices.** Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail with return receipt requested. Mail notices shall be addressed to the parties at the addresses appearing in the signed Agreement. However, each party may change the address for receipts of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated upon receipt, as evidenced in the return receipt.

8. **Miscellaneous.** Neither party may assign this Agreement or delegate or sub-contract the performance of the Agreement without the prior written consent of the other. This Agreement shall not be amended or modified in any manner except by instrument properly executed by each party. Any suit, action or proceeding arising in connection with this Agreement shall be brought in Greenville County, South Carolina. The failure of either party to perform any obligation due to delay, illness, catastrophe, war, civil commotion or other event beyond its reasonable control shall be excused, provided that Sponsor shall not be entitled to payment for Deliverable to the extent of non-performance regardless of the cause of such event. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement. The heading of any sections or paragraphs of this Agreement are for convenience of reference only and are not intended to affect the meaning of this Agreement. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. This Agreement may be executed by facsimile. A complete, executed copy of this Agreement shall be enforceable as an original.
ATHLETICS SPONSORSHIP OPPORTUNITIES

The North Greenville University Athletics Department has developed an exciting sponsorship program which enables corporations and businesses to support North Greenville Athletics while receiving valuable exposure at home athletic events. Sponsorship packages include a combination of opportunities including signage, ads, public announcements, and much more. Please review the various sponsorship levels to create a plan that best serves your needs.

On behalf of the NGU Athletics Department and over 500 NCAA Division II student-athletes, we want to thank you for your support. Should you have any questions or want to sign up today, please contact Micah Sepko, Associate Athletic Director, at (864) 977-7157. We look forward to hearing from you.

In appreciation,

Micah Sepko
Associate Athletic Director
Micah.Sepko@ngu.edu
(864) 977-7157

Zach Epting
Director of Athletic Operations & Facilities
Zach.Epting@ngu.edu
(864) 354-6362

AD SPECS

Please provide an ad slick, business card, ad copy, or a high-quality digital representation (Resolution: 300 DPI; File Formats: PDF, JPEG, EPS, PSD) of your ad to guarantee that we have the best possible version.

Contact us with questions about digital format specifications.

DEADLINES

Suggested deadlines for football-related ads to insure completion by the first home game are:

August 25th: Form returned by fax or mail
September 1st: Artwork and verbiage for ad/announcements received
September 1st: Payment rendered for football sponsorship.

A payment plan tailored for your business can be arranged.

Questions? Please contact Micah Sepko at (864) 977-7157 or Micah.Sepko@ngu.edu.