



ECA Sponsorship Agreement

THIS ECA SPONSORSHIP AGREEMENT (this “Agreement”) is made and entered into by and between Eden Christian Academy, a Pennsylvania nonprofit corporation with an address of 206 Siebert Road, Pittsburgh, PA 15237 (“Eden”) and you (“you,” “your,” or “Company”).

WHEREAS, Eden provides educational services as a private, Christian school located in Allegheny County, Pennsylvania; and

WHEREAS, Company desires to support Eden and to have a sign, banner or scoreboard panel (a “Sponsorship Display”) exhibited, identifying it as a sponsor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows, each intending to be legally bound:

- Sponsorship Benefits.** In consideration of the fee outlined in Section 2 of this Agreement and subject to your compliance with the terms and conditions of this Agreement, Eden will provide Company, during the Term (as hereinafter defined), with: (A) placement of a Sponsorship Display either on (i) the wall of the gymnasium, (ii) the fencing on the field, or (iii) the gymnasium scoreboard at Eden’s Mount Nebo campus (located at 318 Nicholson Road), at Company’s option indicated on the submitted application form associated herewith, promptly following completion of manufacture, and (B) inclusion of Company’s name and logo on printed programs for athletic events held on Eden’s Mount Nebo campus, should any be produced. *Notwithstanding any other provision of this Agreement, Eden reserves the right to remove or not display any Sponsorship Display that it deems (in its sole discretion) to be inaccurate, misleading, political or campaign-related, inconsistent with its mission or values or otherwise unacceptable.*
- Initial Term Fee.** In consideration of the above-referenced benefits, you agree to pay Eden the Initial Term Fee selected at submission of the application form associated herewith.
- Term and Termination.** The term of this Agreement will begin on the date payment of the Initial Term Fee is received by Eden, provided that your submission has been accepted, (the “Effective Date”) and end on the applicable anniversary of the Effective Date thereafter, as selected at submission of the application form associated herewith (the “Initial Term”). Thereafter, the Agreement and your sponsorship may be renewed for successive periods (each, a “Renewal Term”) by submission of required information and the applicable renewal fee (the “Renewal Fee”, and together with the Initial Term Fee, the “Sponsorship Fees”) prior to the end of Company’s Initial Term (or the then-current Renewal Term), or the Agreement is otherwise terminated. Upon termination, the Sponsorship Display will be removed. The Initial Term and any Renewal Term are referred to as the “Term.” Either party may terminate this Agreement at any time, effective immediately upon written notice to the other party. In the event of early termination by Eden, the relevant Term’s Sponsorship Fee shall be refunded to you on a pro-rata basis, minus any expenses already incurred by Eden. The terms and conditions of Sections 2, 4, 8 and 9 of this Agreement shall survive the expiration or termination of this Agreement.
- Intellectual Property; No Endorsement.** Company has and will retain all rights (including, without limitation, all intellectual property rights), title, and interest in and to Company’s trademarks, trade names, service marks, slogans, designs, labels, logos and other symbols (collectively “Company Marks”). Company hereby grants Eden a non-exclusive, non-transferable, royalty-free and fully revocable license to use Company Marks provided by Company to Eden for the purpose of identifying Company to Eden community members and others present on or viewing Eden’s premises. Eden has and will retain all rights (including, without limitation, all intellectual property rights), title, and interest in and to Eden trademarks, trade names, service marks, slogans, designs, labels, logos and other symbols; content it creates; and all copies, modifications, and derivative works of them (collectively “Eden Marks”). *You may NOT use any Eden Marks or otherwise reference Eden for advertising or product/service endorsement purposes by virtue of sponsoring Eden programs. Acceptance of your sponsorship does NOT constitute endorsement by Eden.*
- Representations and Warranties.** Each party represents and warrants to the other that: (1) it has all rights and authority necessary to enter into this Agreement and to carry out its terms and conditions; (2) entering this Agreement will not conflict with or cause violation of any agreement between that party and any third party; and (3) it will comply with all applicable laws. You represent and warrant that nothing you are submitting for display infringes another’s copyright, patent, trademark, design right, or any other intellectual property right or is a product or service whose sale or distribution is prohibited by any applicable law. You ensure that the information provided for the Sponsorship Display is accurate. Eden represents and warrants that it will use the Sponsorship Fee solely for the purpose(s) indicated on the application form associated herewith, if any.



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6. **Disclaimers.** *NEITHER EDEN NOR ANY OTHER EDEN COMMUNITY MEMBER WILL BE PARTY TO OR IN ANY WAY RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY PERSON THAT WAS INITIATED THROUGH THE POSTING OF YOUR SPONSORSHIP DISPLAY. Eden reserves the right to accept sponsorships from other persons or entities that compete with, or have products or services that compete with, Company or its products or services. Eden is not liable for any damage or loss to the Sponsorship Display due to vandalism, theft or extreme weather; Eden will coordinate the replication and installation of missing or damaged Sponsorship Display if you choose to pay a (discounted) \$75 replacement fee; Eden reserves the right to remove a Sponsorship Display due to actual damage or (temporarily) circumstances creating potential damage (such as extreme weather conditions).*
7. **Restrictions.** Specific location of Sponsorship Display shall be at Eden's sole discretion. Eden shall not display any Company logo, mark, sign, banner, or other visual display, or print, publish, or distribute any written or visual material provided by or on behalf of Company, that contains: a comparative or qualitative description of Company's product or business; price information or any other indications of savings or value about Company's product or business; any message that otherwise endorses Company's product or induces one to purchase or use Company's product; or any message that causes Company's payments to not be treated as "qualified sponsorship payments" as that term is defined in Section 513(i) of the Internal Revenue Code and related regulations.
8. **Limitations of Remedies and Damages.** To the maximum extent permitted by law, in no event will Eden be liable for any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of or that relate in any way to this Agreement, its performance, or the sponsorship. This exclusion will apply regardless of the legal theory on which any claim for such damages is based, whether Eden had been advised of the possibility of such damages, whether such damages were reasonably foreseeable, or whether application of the exclusion causes any remedy to fail of its essential purpose.
9. **Indemnification.** You agree to indemnify and hold harmless Eden, its affiliates, officers, directors, employees, students and agents (the "Indemnified Parties") from all liability and damages, including without limitation cost of defense and reasonable attorneys' fees, which may be incurred in connection with this Agreement, except for those arising out of the willful misconduct, gross negligence or intentional torts of the applicable Indemnified Party.
10. **Miscellaneous.** (a) THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. THE PARTIES HEREBY EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE LOCAL, STATE AND FEDERAL COURTS LOCATED IN ALLEGHENY COUNTY IN THE COMMONWEALTH OF PENNSYLVANIA FOR ANY LAWSUIT FILED THERE ARISING FROM OR RELATING TO THIS AGREEMENT; (b) each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever in any way arising from or relating to this Agreement, in any forum other than the United States District Court or the courts of the Commonwealth sitting in Pittsburgh, Pennsylvania, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts, (c) this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between us; no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties; (d) if one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect and the applicable provision shall only be reduced in scope by a court to the extent deemed necessary to render the same enforceable; (e) this Agreement will be binding upon each parties' heirs, executors, administrators and other legal representatives and will be for the benefit of each party and its successors and assigns, provided that Licensee shall not be permitted to assign this Agreement without the prior written consent of Eden and any purported assignment shall be null and void; (f) the language used in this Agreement will be deemed the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against either party; and (g) this Agreement may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one agreement. *Notwithstanding any of the foregoing, Eden may alter these terms and conditions from time to time and post the new version(s) on the Eden website, following which all use of the Sponsorship Display will be governed by that version. You must check the terms and conditions regularly. Any revisions shall be effective as of the date posted, and your continued consent to posting of your Sponsorship display after receiving notice shall be deemed your consent to those revisions.*



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Sponsorship Selection

Select up to one (1) field house wall sign and/or up to one (1) banner and/or up to one (1) field house scoreboard entry:

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| ☐ Field House Wall Sign: $\leq$ 1 Year (\$1,000) | ☐ Outfield Fence Banner: $\leq$ 1 Year (\$1,000) |
| ☐ Field House Wall Sign: $\leq$ 2 Years (\$2,000) | ☐ Outfield Fence Banner: $\leq$ 2 Years (\$2,000) |
| ☐ Field House Wall Sign: $\leq$ 3 Years (\$3,000) | ☐ Outfield Fence Banner: $\leq$ 3 Years (\$3,000) |
| ☐ Field House – One Scoreboard: $\leq$ 5 Years (\$5,000) | |
| ☐ Field House – Both Scoreboards: $\leq$ 5 Years (\$10,000) | |

Sponsor Details

Business
Name:

State of Incorporation
/ Organization

Business Contact Information:

Mailing
Address:

Contact Name:

Phone Number:

Email:

Website:

By signing and submitting this form and payment, you are:

1. Indicating your acceptance of the terms of this ECA Sponsorship Agreement; and
2. Aware that your sponsorship is subject to approval by ECA.

Signature of Sponsor

Date

Signature of ECA Representative

Date

Please make your check payable to “ECA” and mail it with this page (page 3) to:

Eden Christian Academy
Attn: Development Director
206 Siebert Road
Pittsburgh, PA 15237

Upon receipt, your sponsorship will be reviewed. If approved, you will be contacted for your sponsorship artwork and receive a countersigned copy.