



Internal Routing Page

The following departments have reviewed the Agreement:

1. Winston-Salem State University Department of Athletics – Marketing & Advancement

Signature

Date

2. Winston-Salem State University Athletic Director

Signature

Date

3. Winston-Salem State University Controller

Signature

Date

4. Winston-Salem State University Purchasing

Signature

Date

5. Winston-Salem State University Office of Legal Affairs (Approval as to Form)

Signature

Date



Athletic Sponsorship Agreement

Account Number _____ Fund Number _____

This Agreement (“Agreement”) is between Winston-Salem State University, a constituent institution of the University of North Carolina (“WSSU”), and

Name: _____ (“Sponsor”)

Address: _____

City: _____ State: _____ Zip Code: _____
(collectively the “Parties”).

Sponsor has authority to do business in and with the State of North Carolina and has authority to enter into this Contractual Services Agreement under the following terms and conditions.

Sponsorship Period: _____ to _____

1. Sponsor Contribution. Sponsor shall provide WSSU with the following sponsorship contribution on or by _____, and as otherwise detailed in Appendix A to this Agreement:

2. Parties’ Relationship. This Agreement does not create any agency, partnership, or joint venture relationship between the Parties. Furthermore, Sponsor represents and warrants that Sponsor is not a current employee of WSSU or has otherwise not violated N.C.G.S. § 14-234.

3. WSSU Sponsorship Token of Appreciation. In appreciation for Sponsor’s sponsorship contribution, WSSU shall provide Sponsor with the items detailed in Appendix B to this Agreement.

4. **Advertisement Approval.** All advertisements and/or graphics proposed for display are subject to WSSU approval. WSSU may decline to display any advertisements or graphics which are in violation of any statute, regulation, or ordinance, or which WSSU reasonably considers misleading. WSSU will not display any advertisement or graphic which contains a comparative or qualitative description of Sponsor's product, price information about Sponsor's product, or any message that otherwise endorses Sponsor's product. Furthermore, WSSU will not display any advertisement or graphic that references alcohol, illegal drugs, violence, or illegal activity.
5. **Compliance.** Sponsor shall comply with all laws (including, but not limited to, equal employment opportunity laws), ordinances, codes, rules, regulations, and licensing requirements applicable to the performance of this Agreement, including those of federal, State, and local agencies. Furthermore, Sponsor will abide by any and all restrictions, which may be amended from time-to-time, on advertising set forth by WSSU, the National Collegiate Athletic Association (the "NCAA"), and any athletic conference(s) WSSU affiliates with.
6. **EEO and Veteran Status 41 CFR 60-300.5(a).** **The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
7. **Choice of Law.** This Agreement, and all claims arising under and related to this Agreement, will be governed by, construed, and interpreted in accordance with the laws of North Carolina in court of competent jurisdiction in Forsyth County, North Carolina.
8. **Assignment.** Sponsor shall not assign any interest in this Agreement without WSSU's prior written consent. This Agreement is binding upon the parties, their respective legal representatives, agents, successors, and assigns.
9. **Indemnity.** Sponsor shall indemnify WSSU from any claims, suits, damages, liabilities, injuries, expenses (including, without limitation, reasonable attorney's fees), or losses arising out of or resulting from the negligent acts or omissions of Sponsor, Sponsor's agents, or Sponsor's employees during the performance of this Agreement.

10. Contract Administrators.

The Contract Administrator for WSSU is:

The Contract Administrator for the Sponsor is:

- 11. Notice.** Any notices pursuant to this agreement must be given to the Parties named herein via the United States Postal Service or hand delivery. Notice will be deemed received on the completion of the third (3rd) business day following the documented date of deposit with the United States Postal Service.
- 12. Amendments.** Any modifications to this Agreement, not arising out of an operation of law, must be in a separate writing signed by both Sponsor and an authorized agent of WSSU.
- 13. Merger.** This Agreement and Appendixes A and B state the final and exclusive agreement between the Parties and supersedes all prior negotiations and agreements with respect to the sponsorship contribution contemplated by this Agreement.
- 14. Auditor's Access.** Auditors for WSSU or the State of North Carolina must have access to all persons and records resulting from this Agreement in accordance with N.C.G.S. § 147-64.7.
- 15. Headings.** The headings of the sections, paragraphs, and subparagraphs of this Agreement are for convenience only and do not affect the construction or interpretation of any of this Agreement's provisions.
- 16. Availability of Funds.** It is understood and agreed between the parties that this Agreement's continuation or the any renewal or extension thereof, is dependent upon and subject to the availability of funds to the WSSU for said purpose(s).
- 17. Execution of Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile or e-mail transmission of a ".pdf" format data file, such signature shall be valid with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 18. Debarment.** Neither the Contractor nor any of its Affiliates (a) has been debarred by the State or Federal government, (b) is subject to debarment proceedings by the State or Federal government or (c) will use, in any capacity, in connection with the activities to be performed under this Agreement, any Person that has been debarred, or who is the subject of debarment proceedings by the State or Federal government. If either Party learns that a Person performing on its behalf under this Agreement has been debarred by the State or Federal government, or has become the subject of debarment proceedings by the State or Federal government, such Party shall promptly notify the other Party and shall prohibit such Person from further performance on its behalf under this Agreement.

[SIGNATURES ON NEXT PAGE]

Signature Page

This agreement will become effective when both parties have signed it. The signatories below warrant that they have authority to bind the parties.

Contractor

By: _____
Signature Date

Name & Title (Printed)

Winston-Salem State University

By: _____
Vice-Chancellor for Finance & Administration Date



Appendix A
ATHLETICS SPONSORSHIP CONTRIBUTION SCHEDULE

This appendix, Appendix A, details the schedule of sponsorship contributions to be made pursuant to paragraph 1 of the Athletics Sponsorship Agreement entered into between Winston-Salem-State University (“WSSU”), and _____ (“Sponsor”), which was made _____.

Sponsor will provide its sponsorship contributions to WSSU as follows:

#	Date	Event	Quantity	Item	WSSU Team
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					



Appendix B SPONSORSHIP APPRECIATION FORM

This appendix, Appendix B, details the tokens of appreciation Winston-Salem State University (“WSSU”) will provide to in appreciation of Sponsor’s sponsorship of WSSU Athletics, pursuant to paragraph 3 of the Athletics Sponsorship Agreement entered into between Sponsor and WSSU and _____ (“Sponsor”), which was made - _____.

WSSU will provide the Sponsor the following token(s) of appreciation:

- One (1) Sponsor recognition panel on Bowman Gray Stadium’s main scoreboard with a visual opening of approximately _____ by _____.
- One (1) Sponsor sign in the C.E. Gaines Center, with the size of approximately - _____ by _____, for the _____ season.
- During WSSU Department of Athletics' events in Bowman Gray Stadium, WSSU shall display Sponsor's banner in a manner determined by WSSU.
- During WSSU Department of Athletics' events in Bowman Gray Stadium, WSSU shall, at its discretion, place Sponsor's name and logo on the matrix of the main scoreboard.
- During WSSU Department of Athletics' events in Bowman Gray Stadium, WSSU shall, at its discretion, recognize Sponsor in the video board’s crawl.
- During WSSU Department of Athletics' events in Bowman Gray Stadium, WSSU shall designate Sponsor as an “Instant Replay Sponsor”.
- _____ Announcement per game, via public address announcement, for games during the _____ season
- One (1) “sponsor recognition link” on the [WSSU Athletics’ website](#).
- _____ Individual season tickets for the _____ season.
- _____ Individual season tickets for the _____ season.
- _____ Season parking passes for each home football game for the _____ season.
- The option to purchase away game tickets for _____ when available.
- The opportunity for _____ people to view one home football game from the WSSU Department of Athletics’ guest box during the _____ season.
- An invitation for _____ people to attend a WSSU sponsored pre-game tailgate party preceding a home football game, during the _____ season
- _____ team(s) in the Homecoming Golf Tournament and designation as a whole sponsor
- An invitation for _____ people to attend the WSSU Department of Athletics’ _____, to be held at _____, tentatively scheduled for _____.
- Other: