



Sponsorship Agreement

Sponsorship:	
Services:	
Amount:	

Instructions: Complete all sections. Sign and return to the email address listed below. Read and initial the Policies & Regulations page. Please make a copy of your files.

PLEASE COMPLETE

Date: _____

Company Name: _____

Contact: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Country: _____ Phone: _____

Email: _____ Fax: _____

PAYMENT & CANCELLATION

In regards to the opportunity of sponsoring _____ and for the benefits provided by SCRUM ALLIANCE® related to Sponsorship Level/Package [listed above], and according to the policies governing sponsorships which are part of this agreement, we promise to pay the total Sponsorship amount in full _____. Payment is due in full upon receipt of invoice. There is no cancellation policy and no refunds will be issued for this sponsorship.

Payment Options: (All payments must be made in US Dollars.)

___ Check or ACH/Wire. Invoice us at the above address. Payment is due upon receipt of invoice.

___ Credit Card. Email a secure online Credit Card Authorization form to this Email address:

 Upon invoicing per the Agreement billing terms, charge the Credit Card and Email us a receipt with the invoice.

Checks can be mailed to:

MCI USA
 Attn: Accounts Receivable
 307 International Circle
 Suite 190
 Hunt Valley, MD 21030



**SPONSORSHIP
AGREEMENT TERMS AND
CONDITIONS**

The following apply to all Sponsorship Agreements:

Defined Terms. "Agreement" means, collectively, (i) the Sponsorship Agreement and any ancillary documents associated therewith and delivered at any time to Sponsor, and (ii) these Terms and Conditions attached to the Sponsorship Agreement. In the event of any conflict among the terms of such documents, the terms of these Terms and Conditions shall prevail. "SCRUM ALLIANCE[®]" means SCRUM ALLIANCE[®], Inc., a Colorado non-for-profit corporation. "Sponsor" means the company or person entering into this Agreement, as listed on the Sponsorship Agreement, and any staff, personnel, guests, family and volunteers under sponsor's direction. "Media Form or Media Forms" means any of SCRUM ALLIANCE[®]'s magazines, periodicals, websites, social media pages and/or other publications or marketing materials.

Agreement Acceptance, Payment and Eligibility. This Agreement becomes binding and effective only when it has been signed by Sponsor and accepted in writing by a duly authorized representative of SCRUM ALLIANCE[®]. SCRUM ALLIANCE[®], and its respective successors and assigns, shall be authorized to rely upon the signature of Sponsor hereto on this Agreement. Upon this Agreement becoming binding, Sponsor agrees to pay SCRUM ALLIANCE[®] the fees, when due, according to the payment schedule stated in the Sponsorship Agreement or any ancillary communication. Should SCRUM ALLIANCE[®], in its sole discretion, decide to accept a payment after such payment is due, Sponsor acknowledges that such delay may result in missed marketing deadlines and exclusion from certain Media Forms, specific marketing campaigns and promotional opportunities. Sponsor's payments are non-refundable except as specifically set forth herein and payment obligations shall survive any termination of this Agreement.

SCRUM ALLIANCE[®] reserves the right to reject a potential sponsor for any reason in its sole discretion, including, but not limited to, (i) a mission or action of such potential sponsor that is not consistent with SCRUM ALLIANCE[®]'s mission, character, interests or business practice; (ii) if SCRUM ALLIANCE[®], in its sole discretion, believes the Sponsor's content is inappropriate for any reason; or (iii) if SCRUM ALLIANCE[®] reasonably believes that Sponsor's content infringes the proprietary rights of a third party.

SCRUM ALLIANCE[®] and Sponsor agree that the activities contemplated by this Agreement have a specific and limited scope and are consistent with SCRUM ALLIANCE[®]'s nonprofit status and tax exemption classification. No materials developed or intended for use in connection with the activities under this Agreement will be distributed or otherwise used prior to SCRUM ALLIANCE[®]'s advance review and approval. According to the sponsorship/activities selected, SCRUM ALLIANCE[®] will provide appropriate acknowledgment and recognition of the Sponsor in accordance with applicable laws, rules and regulations. All advertising, media, content and/or materials distributed by or on behalf of Sponsor, regardless of the Media Form, must comply with SCRUM ALLIANCE[®]'s advertising or other applicable guidelines, policies and procedures as determined from time to time by SCRUM ALLIANCE[®].

Termination. Either SCRUM ALLIANCE[®] or Sponsor (the "Non-Breaching Party") may terminate this Agreement upon prior written notice to the other party (the "Breaching Party") if the Breaching Party has failed (other than for force majeure or as otherwise set forth in these Terms and Conditions) to perform any of its material obligations under this Agreement, if such failure has continued without cure for a period of 30 days after receipt by the



Breaching Party of a written notice of such failure from the Non-Breaching Party seeking to terminate this Agreement. If SCRUM ALLIANCE® terminates this Agreement, SCRUM ALLIANCE® is not required to issue a refund to Sponsor or reduce fees.

Additionally, SCRUM ALLIANCE® may terminate this Agreement for convenience at any time for any reason, and upon such termination, shall be liable only for the amount actually paid to SCRUM ALLIANCE® by Sponsor pursuant to this Agreement.

Licenses; Communications. Subject to the terms and conditions of this Agreement, Sponsor grants to SCRUM ALLIANCE® a fully paid, perpetual, unencumbered, sub-licensable, royalty-free, non-exclusive and universe-wide license to prepare derivative works, display, adapt, distribute, redistribute, transmit, retransmit, publish, republish, archive, reproduce and otherwise use the name, trademarks, trade names, logo designs, and other proprietary property of Sponsor to fulfill SCRUM ALLIANCE®'s obligations pursuant to this Agreement in any Media Form solely in conjunction with this Agreement, as well as to maintain such use(s) in any archives in any Media Form, in whole or in part, in original or modified form, whether now known or hereinafter devised. SCRUM ALLIANCE® shall not be liable for any errors or for omitting Sponsor from any directory or other lists or materials on a Media Form. The final decision regarding placement and/or juxtaposition of Sponsor's logo rests with SCRUM ALLIANCE®. At no point during the term of this Agreement, without the prior review, approval and written consent of SCRUM ALLIANCE®, shall Sponsor have the right or license to use, display or reproduce the name, trademarks, trade names, logo designs, and other proprietary property of SCRUM ALLIANCE®.

Indemnification. SPONSOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD SCRUM ALLIANCE®, OR ANY OF ITS RESPECTIVE AFFILIATES OR DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, ACTIONS, JUDGMENTS, DAMAGES, LOSSES, COSTS FEES (INCLUDING ATTORNEYS' FEES AND COLLECTION COSTS) AND EXPENSES INCURRED BY SUCH INDEMNITEES, OR ASSERTED AGAINST SUCH INDEMNITEES BY THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF SPONSOR'S COVENANTS, CERTIFICATIONS, INDEMNIFICATIONS, AND/OR PROMISES UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Limitation of Liability; No Injunctive Relief. Under no circumstances shall SCRUM ALLIANCE® or Sponsor, or any of their respective affiliates or directors, officers, employees or representatives, be liable for any lost profits or any indirect or consequential damages, including, but not limited to, incidental, special, or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof. In no event shall SCRUM ALLIANCE®'s maximum liability to Sponsor, under any circumstance, exceed the amount actually paid to SCRUM ALLIANCE® by Sponsor pursuant to this Agreement. **NO BREACH OR VIOLATION OF THIS AGREEMENT BY SCRUM ALLIANCE®, OR ANY OTHER ACTION BY SCRUM ALLIANCE®, SHALL ENTITLE SPONSOR TO ENJOIN THE DISTRIBUTION, MARKETING, PUBLICITY, PROMOTION OR OTHER EXPLOITATION OF THE MEDIUM FORMS AND SPONSOR'S SOLE REMEDY FOR ANY BREACH OF THIS AGREEMENT SHALL BE LIMITED TO AN ACTION AT LAW FOR MONEY DAMAGES.** This section shall survive any termination of this Agreement.

General Disclaimer. SCRUM ALLIANCE® DOES NOT MAKE, NOR HAS SCRUM ALLIANCE® MADE, ANY STATEMENTS, REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND OR NATURE (WHETHER DIRECT OR INDIRECT, ORAL OR WRITTEN, OR EXPRESS OR IMPLIED) TO YOU WITH RESPECT TO ANY GOODS, SERVICES, OR RIGHTS PROVIDED OR



TO BE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. ACCORDINGLY, SCRUM ALLIANCE® DOES HEREBY EXPRESSLY DISCLAIM ANY AND ALL EXPRESS WARRANTIES, IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD FAITH AND FAIR DEALING, TITLE, NON-INFRINGEMENT, QUALITY, AND PERFORMANCE), AND WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM, AND/OR USAGE IN TRADE. SCRUM ALLIANCE® HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO ANY GOODS, SERVICES, OR RIGHTS PROVIDED OR TO BE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS, THAT HAS BECOME ANY BASIS OF THIS BARGAIN. THERE ARE NO WARRANTIES (EXPRESS, IMPLIED OR OTHERWISE) THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THESE TERMS AND CONDITIONS. ANY GOODS, SERVICES, OR RIGHTS PROVIDED OR TO BE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS.

Compliance with Laws; Taxes and Licenses. Sponsor agrees to abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations applicable to its activities under this Agreement. Sponsor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to its activities under this Agreement. Sponsor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities under this Agreement.

Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Colorado as applied to contracts entered into and to be performed within Colorado. Sponsor hereby submits to the jurisdiction of the federal and state courts located in Jefferson County, Colorado, which shall constitute the exclusive venue for the resolution of any and all disputes involving the parties or arising out of, connected with or related to this Agreement or the breach of any provision of this Agreement. Sponsor waives all objections to venue in the Colorado courts and all inconvenient forum objections, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agreement.

Miscellaneous. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. SCRUM ALLIANCE® and Sponsor are independent contractors with respect to one another under the terms of this Agreement. Neither party shall have the authority to legally bind the other party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. Sponsor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of SCRUM ALLIANCE®. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of both parties. Failure or delay by to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represents the entire agreement between SCRUM ALLIANCE® and Sponsor relating to the subject matter hereof and supersedes any prior written or oral understandings, agreements or representations by or between SCRUM ALLIANCE® and Sponsor relating to the subject matter hereof. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." This



Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or scanned copies or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Any matters not specifically covered by this Agreement shall be subject solely to the discretion of SCRUM ALLIANCE®. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.

The following only apply to Sponsorship Agreements related to advertising:

Additional Defined Terms. "Media Campaign" collectively means the type and timing of advertisement(s) or content referred to above, on the previous or facing page, or in materials attached hereto, as facilitated by SCRUM ALLIANCE®. "Media Materials" collectively means the materials provided, in the appropriate medium, to promote Sponsor's business or services.

Term. This Agreement commences effective the date it is accepted by SCRUM ALLIANCE® and shall terminate upon the conclusion of the Media Campaign, unless earlier terminated as stated herein.

Right of Refusal. SCRUM ALLIANCE® reserves the right to refuse or block any Media Materials, in whole or in part, if SCRUM ALLIANCE®, in its absolute sole discretion, is of the opinion that their content is in violation of law, these Terms and Conditions or are unacceptable by virtue of their content, origin or technical form without explanation or liability to Sponsor.

Quality. Reproduction of photographs, videos, artwork and other advertising and marketing materials provided by Sponsor cannot be guaranteed. Sponsor shall provide correct, complete and timely delivery of all Media Materials prior to deadlines as advised or published by SCRUM ALLIANCE®.

The following only apply to Sponsorship Agreements related to Events:

Additional Defined Terms. "Event" collectively means the event or events referred to above, on the previous or facing page, or in materials attached hereto, as organized by SCRUM ALLIANCE®. "Facility" means the venue where the Event is held.

Prize Drawings, Raffles, and Give-Aways. Sponsor shall follow requirements of states and districts where the Event is held regarding any prize drawings, raffles, and give-aways. SCRUM ALLIANCE® reserves the right to restrict or prohibit any content, promotion, lottery, or give-away by Sponsor that causes blocking or disturbance to other exhibits or participants, that is illegal under laws where the exhibition is held, or that SCRUM ALLIANCE® deems inappropriate for any other reason, in its sole discretion.

Term. This Agreement commences effective the date it is accepted by SCRUM ALLIANCE® and shall terminate upon the conclusion of the Event, unless earlier terminated as stated herein.

Cancellation of Event. In the event that the Event is postponed due to any occurrence not occasioned by the conduct of SCRUM ALLIANCE® and Sponsor, whether such occurrence is a result of force majeure or the act or conduct of any third party, then performance of the parties under this Agreement shall be excused for such period of time. In the event that the Event is cancelled or not held, the obligations of the parties under this Agreement shall be



automatically terminated and SCRUM ALLIANCE® shall refund to Sponsor its sponsorship fees previously paid, less a pro rata share of expenses actually incurred by SCRUM ALLIANCE® in connection with the Event, in full satisfaction of all liabilities of SCRUM ALLIANCE® to Sponsor. Notwithstanding the foregoing, SCRUM ALLIANCE® reserves the right to postpone, rename or relocate the Event or change the Event dates. If SCRUM ALLIANCE® changes the name of the Event, relocates the Event to another facility, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later, no refund of any sponsorship fees will be due to Sponsor.

Assumption of Risks; Release: Sponsor expressly assumes all risks associated with, resulting from or arising in connection with Sponsor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage, illness or injury to or of any person (including death), property, business or profits of Sponsor, whether caused by or resulting from acts of SCRUM ALLIANCE®, Facility, any Event participants, including invitees, God, weather conditions, or otherwise. Sponsor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. SCRUM ALLIANCE® does not accept any responsibility, nor is a bailment created, for property delivered by or to Sponsor. SCRUM ALLIANCE®, or any of its respective affiliates or directors, officers, employees or representatives, shall not be liable for, and Sponsor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not. SCRUM ALLIANCE® makes no representations or warranties, express or implied, regarding the success of the Event, including the number of persons who will attend the Event, or regarding any other matter, except as explicitly set forth herein. This section shall survive any termination of this Agreement.

Payment for Damages. Sponsor shall pay SCRUM ALLIANCE® for any damages caused to the Facility and to any equipment, furnishings and materials belonging to, rented by, or in the care of SCRUM ALLIANCE®. Sponsor is responsible for any damages caused while on the Facility premises including by the operation or parking of vehicles for which Sponsor is responsible.

Social Functions/Special Events. Social functions or special events in conjunction with the Event shall not be sponsored by Sponsor without the prior written approval of the CEO of SCRUM ALLIANCE®.

The following parties agree upon the terms of the agreement:

Sponsoring Company
Date: _____
Signature: _____
Email: _____

SCRUM ALLIANCE®
Date: _____
Signature: _____
Email: _____