

SPONSORSHIP AGREEMENT

This SPONSORSHIP AGREEMENT (this “**Agreement**”) is between PGA TOUR Wives Association, Inc. (“**PTWA**”) and the party listed herein as Sponsor, who has selected the Sponsorship Package indicated to support the 2024 PGA TOUR Wives Golf Classic (the “**Event**”). In consideration of the respective rights and obligations hereunder and other valuable consideration, PTWA and Sponsor have fully reviewed the Terms and Conditions of this Agreement attached hereto and incorporated by reference (the “**Terms**”). Purchase and payment of a Sponsorship Package indicates knowledge and acceptance of the Terms.

TERMS & CONDITIONS

- 1. PAYMENT.** As consideration for the benefits described herein, Sponsor shall pay the contribution; provided, however, PTWA, in its sole discretion, may approve Sponsor’s provision of goods and/or services in lieu of partial or full cash payment of the contribution. In such event, the goods, and services to be provided by Sponsor (the “**Bartered Items**”) and the approximately value thereof shall be detailed in an Attachment to this Agreement. Payments hereunder are tax deductible to the extent allowed by law. PTWA will issue a receipt disclosing the charitable portion, if any, of the contribution.
- 2. DELIVERY.** PTWA shall not be obligated to provide the benefits until Sponsor makes full and timely payment of the contribution and/or delivery of the Bartered Items. PTWA reserves the right to modify the Event location and/or date in its sole discretion and/or to substitute any item of a Sponsorship Package with an item of equal or greater value. PTWA will notify Sponsor of any such modification via regular mail and/or email. No such modification shall entitle Sponsor to a refund of the contribution and/or reduction in the Bartered Items. PTWA is solely responsible for determining location and size of signage.
- 3. MATERIALS.** Sponsor’s logo, together with any instructions pertaining thereto, must be delivered to PTWA by Sponsor within thirty (30) days of signature on this Agreement. PTWA reserves the right to specify format guidelines for creative materials. If materials submitted are defective or non-compliant, inclusion may be forfeited by Sponsor without penalty to PTWA. No materials shall be contrary to public interest, and all materials are subject to PTWA’s prior approval and continuing right to reject. Sponsor represents and warrants that all consents required by law have been obtained prior to the submission of creative materials to PTWA and that no material submitted to PTWA by Sponsor will infringe any common law or statutory copyright, right of privacy, trademark, trade name or any other right of any person or entity; and that such material will contain no matter that is libelous, scandalous or in any other way objectionable (including, without limitation, material that constitutes or results in illegal competition or trade practices).
- 4. NO REFUND.** Sponsor acknowledges and agrees that the contribution is nonrefundable, and any Bartered Items are non-returnable, whether or not used by Sponsor.
- 5. NO LICENSE.** Sponsor acknowledges and agrees that, unless specifically detailed in the benefits, no right or license to the use of any PTWA trademarks, names or logos has been granted hereunder, and Sponsor shall not use, in any manner, any PTWA trademarks, names or logos without PTWA’s prior written consent.
- 6. PRODUCTS.** Sponsor shall not distribute goods or merchandise at the Event without prior written consent of PTWA. Sponsor shall be solely responsible for compliance with all applicable laws, statutes, ordinances, rules, and regulations related to its provision of Bartered Items hereunder including, without limitation, taxable reporting on giveaways. Sponsor warrants that any goods included in the Bartered Items will be fit and sufficient for the purpose intended, are merchantable, of good material and workmanship, and are free from defect, and any services included in the Bartered Items and proceeds thereof shall be fit for the purposes intended, shall meet the highest standards of the relevant industry, and, unless restrictions are clearly disclosed in writing, shall not infringe upon or violate in any respect, when used by PTWA in any reasonable manner or media, the rights of any person, firm or entity.
- 7. MEDIA RIGHTS.** Sponsor acknowledges and agrees that PTWA owns all media rights (now existing and to be developed) associated with the Event and all onsite activities and venues and, as such, Sponsor agrees not to transmit or facilitate transmission of any account, description, picture, or reproduction of the Event without the specific advance written permission of PTWA.
- 8. SPONSOR’S PERSONNEL & PROPERTY.** Property of any kind brought to the Event by Sponsor, its employees, contractors, agents, and guests shall be at Sponsor’s sole risk. Sponsor shall assume all risk of damage to and loss by theft or otherwise of the property of Sponsor, its employees, contractors, agents, and guests and shall expressly release and discharge PTWA from any and all liability for any such loss. PTWA requires that incident reports be completed in all cases of personal injury, theft, vandalism, etc. Such incidents should be reported immediately so proper investigations can be initiated. Sponsor acknowledges that any Bartered Items are provided by Sponsor as an independent contractor to PTWA and nothing herein shall be construed to make either party the partner, employee, joint venturer, or agent of the other party and neither party shall have the right or power to obligate or bind the other in any manner whatsoever. Sponsor shall not be deemed, nor shall it or its agents, contractors or employees hold themselves out as PTWA’s agents, contractors, employees, or servants. Sponsor shall be solely responsible for federal income taxes, social security, medicare, workers or unemployment compensation benefits or any other legal deductions for any agents, contractors or employees of Sponsor, payment of which shall be Sponsor’s responsibility.
- 9. NO RESELLING.** No benefits contained in the Package may be conveyed, assigned, sold or otherwise transferred to another person or entity for financial consideration without prior written consent of PTWA. In the event of any such conveyance, assignment, sale or other transfer, PTWA shall have the right to refuse or revoke use of any such benefit, and Sponsor shall not be entitled to a return or refund of any of the contribution and/or Bartered Items.
- 10. PRESS RELEASE.** Neither party shall issue a press release related to this Agreement or the other party without the prior approval of the other party.
- 11. CONFIDENTIALITY.** Each party acknowledges that the other party may be in a position as a result of this Agreement to gain confidential information about the other party, including the terms (but not the existence) of this Agreement, and each party covenants not to reveal any such confidential information unless required by law.
- 12. INSURANCE & INDEMNIFICATION.** Upon request, each party shall provide the other party with evidence of commercial general, professional, automobile, and/or employer’s liability and/or workers compensation insurance in commercially reasonable levels naming the other party as an additional insured. Each party shall indemnify, defend and hold the other and its officers, directors, members, employees, contractors, volunteers, vendors and agents (“**Indemnitees**”) harmless from and against any and all third-party liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys’ fees, court costs and out-of-pocket expenses) suffered or incurred by the Indemnitees as a result of any breach of any obligation hereunder by the indemnifying party or as a result of the indemnifying party’s use of the benefits provided by the other party except to the extent caused by the negligence or misconduct of the Indemnitees.

13. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Sponsor may not assign its rights or obligations hereunder without prior written consent of PTWA. No amendment to this Agreement shall be effective unless in writing and executed by all parties. This Agreement may be executed in any number of counterparts, including via facsimile, and each such counterpart shall be deemed an original. The party signing for Sponsor represents and warrants that he/she has the requisite authority to bind Sponsor to the terms and conditions herein.