

CONTRACT REVIEW FORM – SPONSORSHIP AGREEMENTS

This form is to help managers identify key typical *contractual* issues in sponsorship agreements in which we sponsor some portion of a conference or other entity’s event (such as the Bay-to-Breaker’s race) in exchange for certain benefits. The applicable manager will need to consider all of the other relevant issues which are not identified here. Please give this completed form to _____ along with proposed contracts for review.

Event: _____ Location: _____ Event Dates: _____
 Date this form was completed: _____ Person completing it: _____

| General Issue | OK | Not OK/ Not Sure |
|----------------|---|--|
| Estimated Cost | \$ _____ Approved by: ___ PGL ___ Office Managing Partner ___ ExComm ___ ExComm Chair ___ COO ___ BizDev Director | ___ Not yet approved by required individuals |
| Benefits | ___ Benefits are clearly spelled out and reflect what has been agreed upon. Typical benefits: * exclusive sponsorship yes ___ no ___ * Number of free event registrations: _____ * Logo on pre-& event advertisements? y ___ no ___ * brochures and invites for us to mail? y ___ no ___ (Note: we don’t give out our contacts for the event sponsor to mail out) * post-event list of attendees? yes ___ no ___ * collateral material for attendees yes ___ no ___ * signage at the event? yes ___ no ___ * opportunity to speak at the event? yes ___ no ___ * exhibit booth? yes ___ no ___ * list on web as a sponsor? yes ___ no ___ Others: | ___ Benefits are not clearly spelled out or differ from what has been agreed to. |
| Deadlines | ___ Executing before the stated deadlines ___ Executing after the stated deadlines, but they have added language indicating that the deadlines will be adjusted appropriately | ___ Executing after deadlines which are clearly stated in the agreement for our logo, advertising, participant list, payment, etc. |

| General Issue | OK | Not OK/ Not Sure |
|--|---|--|
| Indemnification / Defense / Hold Harmless | <p>___ Do THEY indemnify US for claims relating to the event and their management of the event? If this is a major event and we are a major/primary sponsor, we should seek this protection. yes___ no___ n/a___</p> <p>___ IF they require that we indemnify them (they really shouldn't unless the circumstances are very unusual), we should ONLY agree to a very limited indemnification of them solely for our actions (e.g. infringement claims on our marketing materials) AND we should require that they provide us with immediate written notice of a claim, we have sole control of the defense, and they agree to cooperate</p> | <p>___ THEY don't indemnify us for claims relating to the event or their management of the event – they should ___ They require that WE indemnify, defend or hold them harmless for claims (we should not, in general)</p> |
| Other Agreements | <p>___ All referenced/incorporated agreements and exhibits are attached and have been reviewed</p> | <p>___ A referenced agreement or exhibit is missing or hasn't been reviewed</p> |
| Notice Addresses | <p>___ Notice should generally be to the firm's COO</p> | <p>___ Not made clear to whom notices should be sent (especially if breach penalties are involved, or indemnification is promised)</p> |
| Data protection issues | <p>___ They agree to comply with applicable data protection rules re: the handling and release of the list, and to protect any confidential information we share with them (if any)</p> | <p>___ They require us to comply with stated statutes with which we are not familiar (especially non-U.S.)</p> |
| Location outside of the U.S. | <p>___ N/A – it will be held in the U.S.</p> | <p>___ Outside of the U.S. – we should consider having an attorney familiar with that location's laws review the agt before signing</p> |
| Assignment | <p>___ We can freely assign or at least assign to a successor entity, or the event is in the very near future such that this is not an issue</p> | <p>___ We are not able to assign, and the event is far enough in the future that we could be involved in a merger, etc.</p> |
| Cancellation | <p>___ We are able to terminate with refund for any reason or for their breach ___ THEY cannot terminate, or IF they can terminate due to force majeure, it must say that they would refund our prepayments, and IF they can terminate for breach they must give us notice and a cure period</p> | <p>___ They can terminate without refunding our prepayments. ___ They can terminate due to our breach, but aren't required to give us notice and a period to cure</p> |
| <p>Please list any other concerns or comments:</p> | | |