

University of Illinois at Springfield (UIS)
Department of Intercollegiate Athletics
Sponsorship Agreement

This Agreement made and entered into this 15th of February, 2013 or upon execution by and between **McGraw Enterprises** (hereinafter "Sponsor"), having its principal offices at **3501 6th Street Hwy W, Springfield, IL 62703** and The Board of Trustees of the University of Illinois on behalf of its Division of Intercollegiate Athletics, (Springfield campus), One University Plaza, MS REC 2004, Springfield, Illinois 62703 (hereinafter referred to as "UIS").

WHEREAS, UIS conducts men's and women's intercollegiate athletic programs on its Springfield campus and is a member of the Great Lakes Valley Conference and NCAA Division II; and

WHEREAS, Sponsor is a company that wishes to sponsor UIS Intercollegiate Athletic teams.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to the following:

I. A. Term

The term of this Agreement shall be for a 1 year period, commencing on February 15th, 2013 or upon execution, and terminating on February 14th, 2013 or one year from the date of execution.

Extension

Upon mutual agreement the parties shall have the right to extend this Agreement for an additional 1 year term. The sponsorship fee and other considerations shall be agreed upon by January 1, 2014 for such extension to be effective.

II. Obligations of UIS

UIS shall provide Sponsor with the specific items listed in Exhibit A (hereinafter referred to as "Memorandum of Understanding")

III. Obligations of Sponsor

- A. Provide all creative materials and mechanicals for all sponsorship and promotional elements and meet UIS deadlines for submission.
- B. Designate a staff member who will work with UIS and be responsible for pre-planning and execution of all Memorandums of Understanding that are listed in Exhibit A.
- C. It is understood and agreed that Sponsor will supply UIS with all copy used or to be used in connection with Memorandums and that such copy will be so supplied prior to use thereof. Sponsor agrees that it will prevent the use or further use, as the case may be, of any such copy as is at any time expressly disapproved by UIS. UIS agrees that it shall not unreasonably disapprove or reject material. If UIS does not disapprove any copy or other material submitted for approval within 15 days after the receipt thereof, said material shall be deemed to have been approved hereunder.

IV. NCAA Compliance

Any benefits or privileges afforded to Sponsor, or any person who may be entitled to a benefit or privilege under terms of this agreement, may be forfeited if the individual or parties to the agreement have engaged in conduct that is determined to be in violation of National Collegiate Athletic Association rules and regulations.

V. Payments to the University of Illinois Springfield (\$5,000)

As consideration for the promise of the Sponsorship Agreement outlined herein, Sponsor agrees to pay UIS the sum of \$5,000 payable quarterly in 4 installments of \$1,250 for the term of the agreement. The payments will be made no later than 30 days following receipt of invoice for each respective billing: The checks shall be made to the University of Illinois Springfield Athletics and shall be delivered or sent to the Athletic Business Office, One University Plaza, MS REC 2004, Springfield, IL 62703.

VI. Termination

During the term of this Agreement, Sponsor shall have the right to terminate this agreement upon thirty (30) day's written notice to UIS if UIS violates any provisions of Exhibit A. UIS shall have the right to terminate this Agreement upon thirty (30) days prior written notice if Sponsor fails to meet any obligations pursuant to this contract within (15) days following Sponsor receipt of written notice from UIS that such item has been requested.

VII. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party.

VIII. Relationship of the Parties

The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, or agency relationship between the parties and no party shall have the authority to bind the other in any respect.

IX. Use of Names

Except as specifically provided herein, neither party shall use the name or trademarks of the other party in any publication, news release, advertising or other releases of information without the written approval of the other party.

X. Post-Season Play

In the event the University of Illinois at Springfield qualifies for any form of post-season play, Sponsor agrees to consider support of UIS athletic teams at the current sponsorship level.

XI. Broadcast Talent

Sponsor will not hold UIS liable for any opinions or comments expressed during a UIS broadcast via radio, television and the internet by UIS announcers, personnel, or invited guests.

XIII. General

- A. Sponsor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.
- B. Sponsor and UIS are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them.
- C. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
- D. This Agreement may be amended only by the written mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have signed this agreement as of this day and year above written.

**Board of Trustees of the
University of Illinois**

Sponsor Name

By: _____
Walter K. Knorr, Comptroller

By: _____

Date: _____

Printed: _____

Title: _____

Dated: _____

Approved:

By: _____
For Div. of Intercollegiate Athletics

*Approved as to form by the Office of University Counsel, January 12, 2010

**University of Illinois at Springfield
Department of Intercollegiate Athletics
Sponsorship Agreement/Memorandum of Understanding**

Exhibit A

UIS Athletics will provide McGraw Enterprises with the following inventory:

- 2 Company logos will appear on the UIS Athletic web site, www.uispraiestars.com, as a corporate partner, and the logos will be linked to company websites.
- 2 Company names will be displayed on the electronic message center on both scoreboards of the competition court in the UIS Recreation and Athletic Center continuously.
- 2 Company Logos will be published in all UIS athletic event game programs.
- Premier sponsor signage rights in TRAC during all home basketball and volleyball contests on rotating scorer's table (1 Company Logo).
- 2 public address mention at all home athletic events.
- Recognition as a "Gold" STARS Club member with accompanied member benefits.
- Corporate Partner may claim to be an "Official Partner" of UIS Athletics.
- Invitation to any Athletic Department sponsored pre-event and/or post-event socials during the academic/athletic year.
- Full Page acknowledgement in the UIS Athletic Visiting Team Guide designed for hotels, restaurants, delis, gasoline vendors:
 - Includes: 1) GLVC agreement by the Athletic Directors to encourage their teams to use UIS corporate partners when traveling to UIS for competitions; 2) listing in Visiting Team Guide that UIS will make available on the UIS Athletic web site for all head coaches, administrators, and fans of all visiting teams; 3) names of Directors of Athletics and Head Coaches will be made available upon request for all visiting teams complete with telephone numbers and etc.; 4) Schedules for all sports will be made available so vendor will know when teams will be traveling to UIS.

** Any use of the University of Illinois Springfield's names, marks and/or logos must be approved, in advance, through the office of the Director of Athletics.

** All artwork is subject to approval by the UIS Athletic Department.