

Event Sponsor Agreement

This agreement of sponsorship is made between the undersigned sponsor and the American Geophysical Union (AGU).

EVENT NAME AND DATE _____

COMPANY NAME _____

CONTACT PERSON _____

PHONE NUMBER _____ EMAIL ADDRESS _____

BILLING CONTACT NAME _____

BILLING ADDRESS _____

PURCHASE ORDER NUMBER _____ CREDIT CARD TYPE _____

CREDIT CARD NUMBER _____

EXPIRATION DATE _____ SECURITY CODE ON CARD _____

DESCRIPTION _____ PRODUCT CODE (For AGU use ONLY): 1047-4405 – AGU/SEG

_____	\$ _____
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TOTAL AGREEMENT \$ _____

AGU AUTHORIZED CONTACT _____ TITLE _____ DATE _____

COMPANY AUTHORIZED SIGNATURE _____ TITLE _____ DATE _____

AGU's event sponsorship program is meant to develop relationships with organizations that align with AGU's values of unselfish cooperation in research and the highest standards of scientific integrity, will not harm AGU's brand and reputation, and have a vested interest in and are committed to advancing and communicating science and its power to ensure a sustainable future. The public stance(s) statement(s) of our organizational partners shall not directly oppose those of AGU.

Organization sponsors will be referred to as "Company" in this document.

AGU will derive direct benefit from organizational sponsorships through knowledge sharing and innovations in Earth and space sciences. Organizational sponsors benefit through collaboration with scientific thought leaders with the overall goal of advancing science for the greater good of humanity.

1. Contract for Sponsorship: The submission of a signed contract for sponsorship with appropriate payment constitutes an unqualified offer to accept sponsorship assigned pursuant to the provisions hereof. Upon acceptance by both parties, as provided herein, this contract shall constitute a binding contract for advertising.

2. Payment: AGU payment terms are net 30.
 Account Name: American Geophysical Union
 Depository – Account 1000
 Account # 7528622814
 ABA/Routing # 065000090 (ACH/EFT/Direct Deposit)
 SWIFT/Routing # HIBKUS44 (Wire)

The following are the terms and conditions of advertising & sponsorship. The terms are all encompassing and may not apply to all sponsorship agreements.

1. Selection of Advertisers & Sponsors: AGU gives preference to companies that are related and/or give support to the scientific interests of AGU's membership. AGU reserves the right to determine the eligibility of any organization applying for advertising &/or sponsorship. AGU reserves the right to refuse any submitted advertising &/or sponsorship.

2. Advertiser and Sponsor Acknowledgement: Company acknowledges covenants and agrees that (a) the recognition and rights of advertising and its payments hereunder do not constitute an endorsement or recommendation by AGU of any product, service, or other activity of Company, and (b) Company may not use the AGU name, logo or meeting logo without the prior written approval of AGU.

3. Assignment of Advertising Space: All requested placement with the AGU is considered premium placement and AGU will provide agreed upon premium advertising placements based on agreements within the contract. Notwithstanding, AGU reserves the right to make its allocation of advertising placement, without prior notification to Company if placement is not agreed upon in the contract.

4. Cancellation: Published advertisements are non-refundable. Company may cancel this contract by notifying AGU prior to the published space reservation deadline of the issue the Company intends to cancel. Cancellation requests received after the space reservation deadline will not be accepted. Upon proper cancellation by Company, Company will not be obligated to pay the remaining amount of the contracted advertisement placements. However, Company will be obligated to pay amount equal to the difference of Company's per ad discounted rate and the published per ad open rate on all advertisements previously placed during the contracted period. Company will also be obligated to pay all expenses incurred by AGU in fulfillment of the advertisement prior to cancellation. AGU may terminate this contract immediately if Company defaults upon any payment, becomes insolvent, engages in fraud or willful misconduct, or commits a substantial breach of this contract.

5. Indemnification: Company hereby agrees to indemnify and hold harmless, AGU, its managers, officers, directors, members, other sponsors, employees, agents, successors, and assigns from and against all losses, liabilities, damages, costs and expenses (including, without limitation, attorneys' fees) relating to or arising out of (1) the negligence or willful misconduct of Company or its employees, agents or contractors, or (2) Company's breach of this Agreement.

6. Force Majeure: Notwithstanding anything in this contract to the contrary, neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this contract to the extent such failure or delay is due to causes outside its reasonable control.

7. Assignment: Neither party may assign this contract without the prior written consent of the other.

8. Governing Law: This contract shall be governed by and construed in accordance with the sole and exclusive law, jurisdiction and venue of the laws of the District of Columbia. If either party takes legal action to enforce rights under this contract, the non-prevailing party to such action shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorneys' fees.

9. Severability: If any term or provision in this contract is determined by a competent authority to be unenforceable, all other terms and provisions of this contract shall continue in full force and effect.

10. Amendment: This contract constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This contract may be amended only by a writing clearly setting forth the amendments and signed by both parties.

11. Additional Advertising Terms and Conditions: Company acknowledges and agrees that (a) AGU does not verify claims made or compliance with laws in advertisements appearing in any AGU print or digital publication, (b) rates are only guaranteed for one year from acceptance date, (c) neither AGU, nor its managers, officers, directors, members, other sponsors, employees, agents, successors, and assigns, can be held liable for the content of advertisements. AGU does not endorse or approve the content of any advertisement, and (d) the Company is responsible for checking the accuracy of their advertisements.

12. IN NO EVENT WILL AGU BE LIABLE TO COMPANY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT AGU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.