



# 2021 UTC Foundation Golf Outing Sponsorship Contract

## COMPANY INFORMATION

PLEASE PRINT OR TYPE company name exactly as it should appear in all promotional materials. Use upper and lower case. Abbreviations of Inc., Co., and Corp. will be used.

COMPANY NAME \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

COUNTRY \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

WEBSITE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## SPONSORSHIP OPPORTUNITIES

- Premier sponsor (Exclusive)- \$10,000
- Lunch Sponsor (Exclusive)-\$5,000
- Breakfast Sponsor (Exclusive)-\$3,500
- Beverage Cart Sponsor- \$3,500
- Hole Sponsor- \$1,500
- Contest Sponsor- \$1,500
- Foursome Sponsor- \$1,000

## PAYMENT INFORMATION

TOTAL DUE \$ \_\_\_\_\_

CHECK # \_\_\_\_\_

(Payable in US Funds to UTC Foundation)

or check below

AMEX \_\_\_\_\_

VISA \_\_\_\_\_

MasterCard \_\_\_\_\_

AMOUNT PAID \$ \_\_\_\_\_

CREDIT CARD # \_\_\_\_\_

CV Code \_\_\_\_\_ EXP. DATE \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## RULES & REGULATIONS \* PLEASE READ CAREFULLY \*

### Severability

If any one or more of the terms or provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in either of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Agreement and the remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

### Force Majeure

The performance of this Agreement by either party is subject to acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, curtailment of transportation facilities preventing or unreasonably delaying at least 25% of attendees and guests from appearing at UTC's conference, or other similar cause beyond the control of the parties making it impracticable, illegal or impossible to hold the conference or provide the facility. This Agreement may be terminated without penalty for any one or more of such reasons by written notice from one party to the other. In addition to the foregoing, should there be any acts of terrorism in North America within 30 days prior to the arrival of the first members of the group which affect transportation facilities and which prohibit 25% or more of UTC's representatives from attending the Conference, this Contract may be terminated by written notice from one party to the other. In addition, this Agreement may be terminated upon the breach of any material term of this Agreement, provided written notice of such termination is given and other party has been given a reasonable opportunity, under the circumstances, to cure the default, if possible.

### Arbitration/Dispute Resolution/Attorney's Fees

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the jurisdiction in which the UTC is located. The law of the jurisdiction in which UTC is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, the sponsor shall be responsible for payment of attorneys' fees and interest associated with UTC's efforts to collect monies owed under the terms of this Agreement.

### Choice of Law

This agreement shall be construed according to the laws of Washington, DC and constitute the entire understanding between the parties as of the commencement of the term of the agreement hereunder, and supersedes all prior agreements and understandings between the parties, and cannot be changed or terminated orally.

### Integration Clause

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

### Violations

Violations of any of these regulations on the part of the exhibitor or his employees or agents shall, at the option of the Council, cancel the license to occupy space, and such exhibitor shall forfeit to the Council all monies paid. Upon evidence of violation, the Council may reenter and take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor's risk. The sponsor shall pay all of such expense and all damages which the Council may incur, and shall forfeit all monies paid or due the Council on account thereof. The sponsor waives any right to service of written notice of the Council's intention to terminate this agreement and repossess space occupied by the sponsor.

### General

All matters and questions not covered by the Rules & Regulations are subject to the decision of the Council. The Council may amend these regulations at any time, and all amendments that are made shall be equally binding on all parties affected by them, as are the original regulations. In the event of any amendment or additions to these regulations, written notice will be given by the Council to such sponsors as may be affected.

### Postponement/Rescheduling Policy

In the event the meeting is postponed/rescheduled, the new dates of the event shall apply and all other terms and conditions of this Agreement will remain operative and in force. Any booth rental fees that have been paid will not be refunded, and any unpaid amount owed will be paid by the exhibitor to UTC as provided under the terms of this Agreement.

## DIRECT COMMUNICATIONS TO:

Cheryl Stratos, UTC Foundation Sales • 2550 South Clark Street • Suite 960 • Arlington, VA • 22202  
Cheryl.Stratos@UTC.org | www.utcfoundation.org