



**BANNER / SCOREBOARD SPONSORSHIP AGREEMENT FORM**

THIS AGREEMENT is by and between Prestonwood Christian Academy ("PCA") of 6801 W. Park Blvd., Plano, Texas, 75093, and \_\_\_\_\_ of \_\_\_\_\_ (Sponsor).

Stadium Banner or Scoreboard Location to be Sponsored: \_\_\_\_\_

This agreement shall begin on \_\_\_\_/\_\_\_\_/\_\_\_\_ and shall continue for a period of (\_\_\_\_) months, unless earlier terminated in accordance with this Agreement. Date of scheduled termination: \_\_\_\_/\_\_\_\_/\_\_\_\_.

**CALCULATION OF PAYMENT:** SPONSOR shall pay to PCA a total of \$\_\_\_\_\_ (Total PAYMENT) for the sponsorship space(s) as described herein for agreement terms of prescribed time period.

**PAYMENT:** PCA reserves the right to hold SPONSORS and/or its authorized advertising agent liable for any and all amounts owed. If payments are not made in a timely manner, PCA, at its option, may terminate this agreement immediately.

**COMMITMENT TO FULFILLING TERMS OF AGREEMENT:** SPONSORS and/or its agencies understand that any discounts given are based upon the SPONSOR'S commitment to fulfilling the Agreement.

**RIGHT TO REFUSE UNACCEPTABLE SPONSORSHIPS:** PCA reserves the right to refuse any sponsor's artwork that does not completely conform to every detail, instruction, method, and guideline set forth by PCA. Furthermore, PCA reserves the right to remove any sponsorship art work that does not continue to conform to every detail, instruction, method, and guideline set forth by PCA.

**USAGE STATISTICS:** PCA makes no guarantee that usage statistics will be equal to any published numbers at any given time. PCA shall not be held liable for any claims as they relate to said usage statistics.

**TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY:** The SPONSOR is solely responsible for any legal liability arising out of or relating to the sponsorship. SPONSOR represents and warrants that the sponsorship complies with industry accepted standards; and that it holds the necessary rights to permit the use of the sponsorship by PCA for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity. The sponsor agrees to indemnify PCA and to hold PCA harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by PCA, arising out of or related to SPONSOR'S breach of any of the foregoing representations and warranties.

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

**ASSIGNMENT:** SPONSOR may not assign this Agreement, in whole or in part, without PCA written consent. Any attempt to assign this Agreement without such consent will be null and void.

**GOVERNING LAW:** This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

**ENTIRE AGREEMENT:** This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order or any other written material. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

**Notes:**

PRESTONWOOD CHRISTIAN ACADEMY:

SPONSOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date