

Sponsor Rules and Regulations

Rules and regulations for the Texas Assessment Conference (TAC) are set forth in this sponsor agreement, known hereafter as the "Agreement" and executed between the sponsorship applicant, known hereafter as "Sponsor" and Moak Casey, known hereafter as "Administrator."

ADMINISTRATOR OBLIGATIONS: Administrator shall give Sponsor attribution for the benefits listed under Sponsor's chosen Level of Sponsorship.

SPONSOR OBLIGATIONS: The Sponsor agrees to pay the amount of sponsorship fee made payable to Moak Casey and due on or before October 1, 2023.

SPONSOR TRADEMARKS AND MATERIALS: Subject to the terms and conditions of this Agreement, the Sponsor grants the Administrator the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with Texas Assessment Conference. Administrator agrees to use materials according to Sponsor's trademark usage guidelines.

INDEMNITY: The Sponsor will indemnify, defend, and hold the Administrator harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on the Sponsor's respective website, use of Sponsor materials, or use of Sponsor's logos and trademarks. Administrator will not be responsible for damage to or loss of property belonging to the Sponsor, its employees, contractors, or agents or for personal injury to the Sponsor's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of the Administrator and its employees, directors, or officers. Sponsor will give Administrator prompt written notice of any suit or claim that comes within the purview of these indemnities.

LIMITATIONS OF LIABILITY: In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.

TERM AND TERMINATION: This Agreement shall be valid for up to one year beginning with the date of sponsorship application. The Administrator may terminate this Agreement for any reason. In the event that the Administrator terminates this Agreement for any reason other than Sponsor breach of Agreement, the Administrator shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense. The Sponsor may terminate this Agreement for breach of Agreement by the Administrator after giving Administrator at least ten (10) days prior written notice specifying the nature of the breach and giving the Administrator at least ten (10) days to resolve such breach. If breach occurs less than ten (10) days before the event, Sponsor may terminate this Agreement if breach is not resolved by the first day of the event.

DISAGREEMENT: In the case of a disagreement at any point, the parties will refer the matter to an independent arbitrator appointed by mutual agreement.

MISCELLANEOUS: This Agreement will supersede any or all prior oral or written forms of understanding between the Sponsor and Administrator. This Agreement may not be amended or modified except when one or both parties execute amendments in writing and amendments are signed by both parties. Moak Casey and other sponsoring organizations reserve the right to make such additional conditions, rules, and regulations as Administrator deems necessary to enhance the success of the Texas Assessment Conference. This Agreement shall be governed by and executed in accordance with the laws of the State of Texas applicable to agreements made and to be performed entirely within the state.

Questions? Contact Kari Ruehman, MoakCasey, kruehman@moakcasey.org or 512.485.7878.