

Greening of the Campus VIII: Embracing Change

Presented by: Ball State University and the
Association for the Advancement of Sustainability in Higher Education

September 20 - 23, 2009
Indiana Convention Center
Indianapolis, Indiana

bsu.edu/greening

Greening of the Campus VIII: Embracing Change SPONSORSHIP AGREEMENT

THE SPONSORSHIP AGREEMENT, dated as of (date) (this "Agreement"), is made by and between Ball State University and (Name of Sponsor) ("Sponsor").

WITNESSETH

WHEREAS, Ball State University produces the Greening of the Campus VIII: Embracing Change (the "Event") to be held at the Indiana Convention Center in Indiana, (the "Venue"), with promotional dates to run from July 20, 2009 to September 23, 2009 and event dates to run from September 20 to 23, 2009.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, the parties agree as follows:

AGREEMENT

1. Term/Option to Renew. This Agreement shall become effective on the date first above written and shall expire on October 1, 2009, unless sooner terminated or renewed as hereinafter provided (the "Term").
2. Title of Event. The Event shall be known as the "Greening of the Campus VIII: Embracing Change" Conference, and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
3. Sponsorship Elements. Sponsor hereby agrees to purchase and Ball State University hereby agrees to reserve and provide to Sponsor the advertising, marketing and promotional elements set forth in Exhibit A of this Agreement (the "Sponsorship Elements").
4. Sponsor Payment. As full consideration for the Sponsorship Elements reserved and purchased by Sponsor hereunder, Sponsor agrees to pay Ball State University the total sum of (type out amount) dollars (\$x,xxx.00) payable as follows: See Exhibit B

\$x,xxx.00 due with Sponsorship Agreement

Ball State University shall have the right to terminate this Agreement at any time for nonpayment or late payment, with or without notice to Sponsor. In the event of such termination, Sponsor shall pay Ball State University for all advertising and sponsorship elements used and other benefits received under this Agreement at the actual rate earned. In addition, failure to adhere to any deadlines set forth in this Agreement may result in forfeiture of related benefits.

5. Contacts. The individuals identified on Exhibit C are authorized by Sponsor to make all decisions regarding exhibitor space and advertising.

6. Sales and Operations. a5 inc. has been contracted by Ball State University to provide sales and operational management of the Green Campus Exposition (the "Expo"). a5 inc. is an independent contractor and authorized to solicit, offer and sell sponsorships to the Expo. a5 inc. is authorized to provide all operational support and execution to the Expo, including, but not limited to, elements set forth in Exhibit A related to on-site presence.

7. Trademarks.

(a) Sponsor's. Sponsor's trademarks, product identifications, artwork and other symbols and devices associated with Sponsor and Sponsor's products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks. Ball State University is hereby authorized to use Sponsor's Trademarks for advertising and promotional purposes in connection with the Event. Ball State University agrees that advertising and promotional uses of Sponsor's Trademarks are subject to the approval of Sponsor. Sponsor agrees that any material submitted by Ball State University will not be unreasonably disapproved. Ball State University's right to use Sponsor's Trademarks hereunder shall be non-exclusive, nonassignable and nontransferable and shall be for the Term of this Agreement only. All uses by Ball State University of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

(b) Ball State University's. Ball State University's trademarks, designs, artwork and other symbols and devices associated with Ball State University and the Event ("Ball State University's Trademarks") are and shall remain Ball State University's property. Sponsor is hereby authorized to use Ball State University's Trademarks for the limited purpose of advertising and promoting Sponsor's participation in the Event. Sponsor agrees that it must obtain the prior written approval of Ball State University and the University's Marketing and Communications Department as to all proposed promotional, advertising, identification or other logo applications prepared by Sponsor prior to their publication, circulation, or display. Sponsor shall place the indicia "SM" or "TM" next to each use of any Ball State University Trademark. Ball State University agrees that any material submitted by Sponsor will not be unreasonably disapproved. Sponsor's right to use Ball State University's Trademarks hereunder shall be non-exclusive, nonassignable and nontransferable and shall be for the Term of this Agreement only. All uses by Sponsor of Ball State University's Trademarks shall inure solely to the benefit of Ball State University.

8. Representations, Warranties and Covenants of the Parties.

(a) Ball State University's Warranties. Ball State University represents and warrants that: (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person; (ii) Ball State University's Trademarks do not infringe the trademarks or trade names or other rights of any other person; (iii) it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated in this Agreement; and (iv) it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

(b) Sponsor's Warranties. Sponsor represents and warrants that: (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person; (ii) Sponsor's Trademarks do not infringe the trademarks or trade names of any other person; (iii) it has all government licenses, permits or other authorizations necessary to conduct its business; and (iv) all products furnished by Sponsor, if any, shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purposes.

9. Insurance/Indemnification.

(a) Each party shall obtain and maintain at its own expense, during the Term of this Agreement and for a period of two years following the Event, workers' compensation and employee liability (if applicable) and a standard Comprehensive Commercial General Liability Policy written by a United States insurance company in the face amount of \$1,000,000 per occurrence, which policy shall (i) specifically cover such party's contractually assumed liabilities, (ii) provide standard product liability protection and (iii) in the case of Sponsor, list Ball State University as an additional named insured. Such insurance shall be in a form reasonably acceptable to the other party and shall require the insurer to give the other party at least thirty (30) days' prior written notice of any modification or cancellation. Sponsor shall provide Ball State University with such evidence of coverage as may be reasonably acceptable within thirty (30) days following the execution of this Agreement.

(b) Sponsor agrees to indemnify, defend and hold Ball State University and its trustees, directors, officers, agents and employees harmless from and against any and all Claims arising out of or in connection with (i) the inaccuracy of any warranty or representation made by Sponsor or any failure by Sponsor to perform any of the agreements, terms, covenants or conditions of this Agreement to be performed by Sponsor; (ii) Sponsor's activities at the Event or related to the Event; (iii) the use of Sponsor's Trademarks in the manner provided for hereunder; and (iv) any negligence or willful misconduct of Sponsor's officers, directors, representatives, agents or employees at or in connection with the Event.

(c) Ball State will promptly notify Sponsor of the existence of any claim, demand or action giving rise to a claim for indemnification under this Agreement and will give Sponsor a reasonable opportunity to defend the same using counsel of its choice and at its expense.

(d) The indemnification provisions of this paragraph shall survive the termination or expiration of this Agreement.

10. Termination.

(a) Without prejudice to any other right or remedy available to Ball State University at law or in equity, Ball State University may terminate this Agreement immediately by delivery of notice to Sponsor at any time if any of the following events shall occur: (i) Sponsor shall fail to comply with paragraph 8 above in any respect and fail to cure the same within 7 (seven) days of receipt of notice of such failure; (ii) Sponsor shall (1) make an assignment for the benefit of creditors, (2) be adjudicated bankrupt, (3) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("Bankruptcy Law"), (4) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within thirty (30) days or (5) shall apply for or permit the appointment of a receiver or trustee for its assets; (iii) Sponsor shall fail to perform under any provision of this Agreement and shall have failed to cure such default within thirty (30) days after it received written notice of such default from Ball State University; or (iv) any of the representation or warranties made by Sponsor in this Agreement shall prove to be untrue or inaccurate in any material respect.

(b) Without prejudice to any other right or remedy available to Sponsor at law or in equity, Sponsor may terminate this Agreement immediately by delivery of notice to Ball State University at any time if any of the following events shall occur: (i) Ball State University shall fail to comply with paragraph 8 above in any respect and fails to cure the same within 7 (seven) days of receipt of notice of such failure; (ii) any of the events described in subparagraph (ii) of paragraph 10 above shall occur with respect to Ball State University; (iii) Ball State University shall fail to perform under any provision of this Agreement and shall have failed to cure such default within thirty (30) days after it shall receive written notice of such default from Sponsor; or (iv) any of the representations or warranties made by Ball State University in this Agreement shall prove to be untrue or inaccurate in any material respect.

11. Cancellation. If the Event is fully or partially cancelled, Ball State University and Sponsor shall negotiate in good faith (i) a refund corresponding to the value of the rights or benefits not provided as determined by the parties so long as Sponsor has paid a fee or provided other value to Ball State University pursuant to paragraph 4 above; and/or (ii) a payment by Sponsor to Ball State University for any and all benefits received by Sponsor with respect to advertising and/or sponsorship elements described under this Agreement prior to such cancellation. If any of the terms and conditions of this Agreement are not fulfilled, in whole or in part, due to any act of God or force majeure, extraordinary action of the elements, riots, strikes, weather, flood, fire, war and acts of government, labor dispute or similar causes beyond the control of the parties, then the obligations of the parties hereto shall be excused during such times as and to the extent that performance of such is prevented by any occurrence or act beyond their respective control and not due to their fault or negligence.

12. Assignment. Neither party hereto may assign or transfer this Agreement or any interest herein (including, but not limited to, rights and duties of performance), nor shall the same be assignable by operation of law, without the prior written consent of the other party, which consent may not be unreasonably withheld.

13. Survival. Should any court of competent jurisdiction find any provision of this Agreement to be unenforceable or invalid, then such provision shall be ineffective to the extent of the court's finding without affecting the enforceability or validity of this Agreement's remaining provisions.

14. Confidentiality. The parties acknowledge and agree that the terms and conditions of this Agreement, including the sponsorship fee paid hereunder, may be disclosed when required by legal process, regulation, or applicable law, including the Indiana Access to Public Records Act.

15. Governing Law. The validity, interpretation and construction of this Agreement, and all other matters related to this Agreement, shall be interpreted and governed by the laws of the State of Indiana. Venue for any dispute arising hereunder shall be resolved in either the state courts of Delaware County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division.

16. Headings. The headings used herein are for convenience purposes only and shall not be used to construe the meaning of this Agreement in any respect.

17. Relationship of the Parties. The parties hereto are independent contractors, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment or agency relationship between the parties hereto.

18. Entire Agreement. This Agreement, including Exhibits A, B and C constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written and oral. This Agreement may be amended only by a writing signed by the party against which enforcement is sought.

19. Notices. Whenever notice is to be served under this Agreement, service shall be made by registered mail. Notice shall be effective only upon receipt by the party being served. All notices shall be sent to the addresses listed below:

To Ball State University:

Ball State University
Center for Energy Research / Education / Service
2000 University Avenue
AB_018
Muncie, IN 47306-0170
Attn: Robert J. Koester

To Sponsor:

a5 inc.
1 N. LaSalle
47th Floor
Chicago, IL 60602
Attn: John Harris

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth above.

BALL STATE UNIVERSITY

SPONSOR

By: _____
(signature)

By: _____
(signature)

Name: Randy Sollars

Name: _____

Title: Director of University Budgets

Title: _____

Date: _____

Date: _____

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Exhibit A Sponsorship Elements

I. OBLIGATIONS OF BALL STATE UNIVERSITY:

1. Ball State University agrees to identify (Name of Sponsor) as a (Sponsorship Opportunity) Sponsor of the Event during the term of this Agreement.
2. Ball State University agrees to provide Sponsor with a limited, non-transferable license during the term of this Agreement to use the name and logo of the Event in connection with the advertising and promotion of its products on a worldwide basis and in all media, subject always to the approval provisions set forth in the Agreement.
3. Ball State University agrees to provide Sponsor with the following benefits contained within the (Sponsorship Opportunity) package.

(terms of agreement)

II. OBLIGATIONS AND RIGHTS OF SPONSOR

1. Sponsor agrees to give Ball State University a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this Agreement and only for the purposes described herein; provided, however, no such use or advertising will be effected unless in compliance with Sponsor's brand identification. All use of Ball State University Trademarks must be approved by Ball State University as set forth in the Agreement prior to use by Sponsor.
2. Sponsor agrees to abide by Ball State University's desire to protect the concession sales rights of the Venue by agreeing not to sell or give away food or beverage items or other such promotional items without prior written authorization by Event management.
3. Sponsor agrees to be responsible for any and all costs incurred to promote their presence at the Event to include staffing, booth, signage or on-site activations not previously outlined or through any additional advertising.
4. Sponsor agrees to be responsible for costs incurred for set-up, teardown and operation of its promotional space, unless otherwise specified in this Agreement.
5. Sponsor agrees to be responsible for the procurement and delivery of all promotional material, which Sponsor will display under the terms of this Agreement throughout the promotional period.

6. Sponsor agrees to be responsible for maintaining its promotional space in an attractive manner throughout the promotional period.

7. Mechanical Requirements for Advertising in Conference and Expo Program: Provide a press ready (hi-res, minimum 300 dpi) black/white or grayscale .jpg with fonts embedded and include a proof of your ad. Send by e-mail to: rkoester@bsu.edu or mail a CD to Robert J. Koester at the address on page 5 of this Agreement. Size of ad determined by sponsorship level. Files must be submitted by September 4, 2009.

Ad Size	Width	Height
_____ Full-page (vertical)	7"	9-1/2" (no bleeds)
_____ Half-page (horizontal)	7"	4-1/2" (no bleeds)
_____ Quarter-page (vertical)	3-1/4"	4-1/2" (no bleeds)
_____ Eighth-page (horizontal)	3-1/4"	2-1/4" (no bleeds)

8. Logo Art. Sponsor is to submit two (2) logos: one in color and one in black and white, in .jpg, .eps or .tif format at minimum 300 dpi. Submit files electronically to: goconference@a5inc.com. Logos will be posted to conference web site with a **Hot-link** to your web site. Deadline for inclusion in print materials is September 4, 2009.

9. Web-Site. Sponsor to supply the appropriate URL for the **Hot-link** to your website. E-mail to: goconference@a5inc.com.

SAMPLE

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Exhibit B Financial Information

[Sponsorship is not valid until payment is received.]

Sponsor Name _____

Contact Name _____

Title _____

Address _____

City _____ State _____ Zip _____

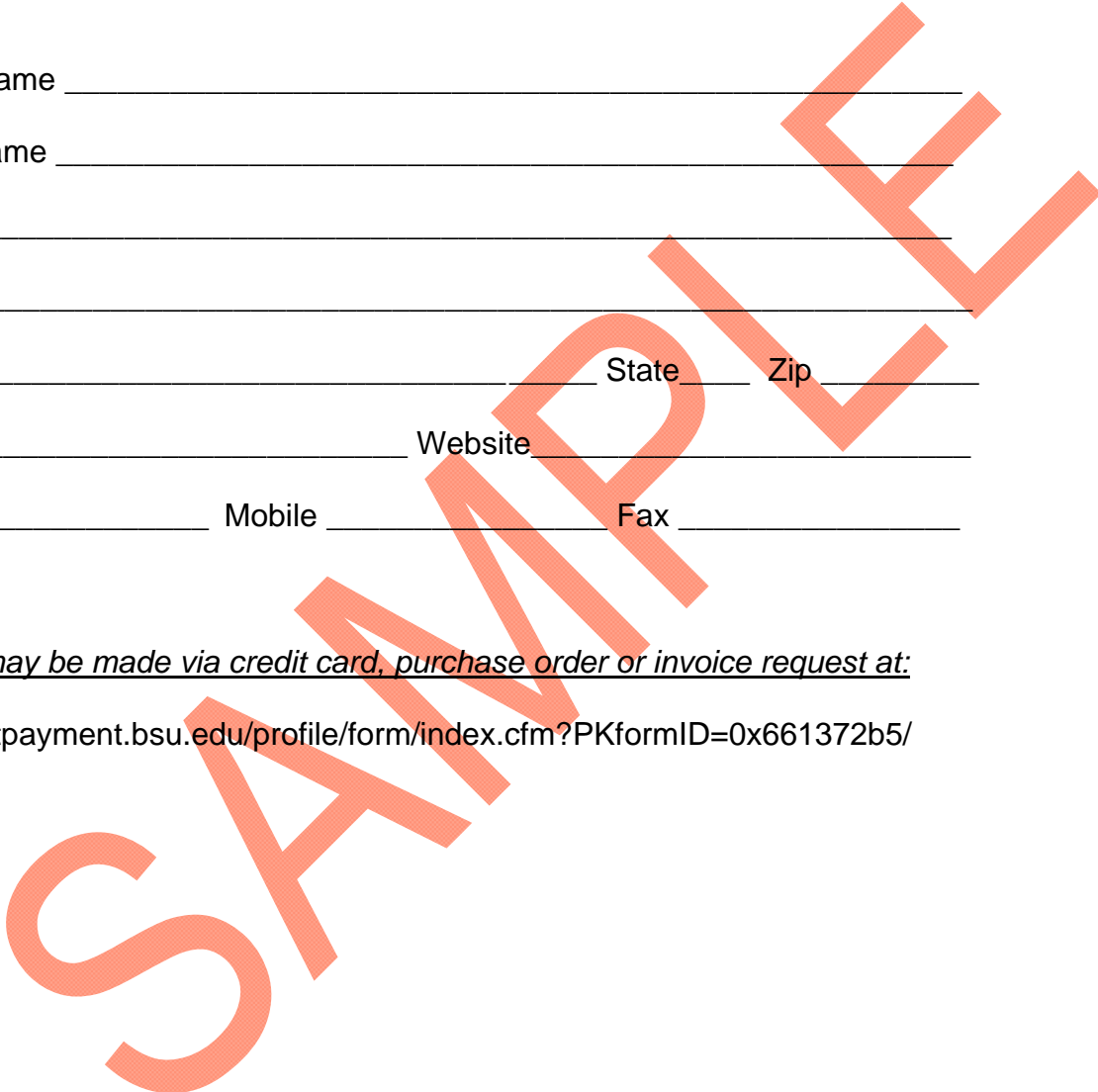
Email _____ Website _____

Phone _____ Mobile _____ Fax _____

Payment

Payment may be made via credit card, purchase order or invoice request at:

<http://eventpayment.bsu.edu/profile/form/index.cfm?PKformID=0x661372b5/>



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Exhibit C Contacts

SPONSOR Contact Info:

Contact Name _____

Title _____

Company _____
(as it should appear in GOC promotional materials)

Address (no P.O. boxes): _____

City _____ State _____ Zip _____

Email _____ Website _____
(for **Hot-link** from GOC web site)

Phone _____ Mobile _____ Fax _____

A5 INC. Contact Info:

Jill Armstrong
GOC Director of Sponsorship & Exhibits
a5 inc.
904 Amberwood West Drive SW
Suite 200
Byron Center, MI 49315

E-mail: goconference@a5inc.com

Phone/Fax: 616.583.0281