

**PURDUE UNIVERSITY  
STUDENT ORGANIZATION SUPPORTER  
AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ hereafter called **Supporter**, and \_\_\_\_\_ the following **Purdue Student Organization** \_\_\_\_\_ hereafter called **PSO** provides as follows:

**TERMS OF AGREEMENT**

1) The **SUPPORTER** agrees to provide financial assistance to the PSO to help cover the costs associated with the activity described as: \_\_\_\_\_

2) The **SUPPORTER** agrees to provide:

Dollar Amount: \_\_\_\_\_

Other: \_\_\_\_\_

3) **ADVERTISING.** To maintain that the Supporter's financial or other assistance in support of the activity remain a qualified sponsorship payment and not include advertising:

- a.) Supporter and PSO understand that in the promotion of the activity by PSO, no messages containing qualitative or comparative language, price information, or other indications of savings or value of the Sponsor's product(s) or service(s) shall appear.
- b.) The support as provided by this agreement may not imply any connection between Purdue University and any product, service, agency or business of supporter, nor will any endorsement or advertisement, expressed or implied, be allowed of said supporter's product, service, agency, or enterprise.
- c.) Distribution of a sponsor's product or promotional material on campus that is open to the public, whether free or for remuneration, is permitted. However, such distribution shall not conflict with prior contracts, University policies or previous agreements. There shall be no inducements to purchase, sell or use the Supporter's product(s) or service(s). All preparation, distribution and sampling of food must be performed in accordance with the Food and Drug Administration's Good Manufacturing Practices (21 C.F.R., Part 110), The State of Indiana code IAC 7-24 and approved through the Environmental Health Department located in PUSH, Room B-21, 494-1498.
- d.) The PSO will not provide to the supporter and facilities, services, or other privileges (e.g. complimentary event tickets or sponsor reception) that exceed 2% of the gross value of the qualified sponsorship.
- e.) Acceptance of financial or other assistance for the activity shall not be contingent upon the level of attendance, broadcast ratings or other factors indicating the degree of public exposure.

4) The **SUPPORTER** will list the specific type(s) of material to be provided to the PSO to use or acknowledge Supporter's name, logo or product lines. This is the extent of material that will be allowed:

5) The **PSO** agrees to use or acknowledge this support in the following manner: (Note: Use of promotional logos or slogans that are an established part of the sponsor's identity is not, by itself, advertising.)

6) All promotional material related to this event or activity must clearly and dominantly indicate that the student organization is the primary sponsor. An outside source giving significant financial assistance, as determined by Business Office Student Organizations, may be recognized as a supporter through the use of the words "with support from."

7) The sponsoring student organization must manage all advertising and promotions.

8) Funds paid to the **PSO** for using or acknowledging Supporter's name and logo in a program are paid with the understanding that the **PSO** may at any time during the life of this agreement suspend publication of the program if it deems necessary, and in this event the **SUPPORTER** shall have no claims to damages by reason of such suspension except total monetary refund.

9) This agreement will expire:

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10)The **SUPPORTER** agrees to indemnify and hold harmless **PURDUE UNIVERSITY** and the **PSO**, their respective affiliates, officers, employees, and representatives from and against any losses, costs, damages and expenses resulting from claims for bodily injury or property damage, or personal injury arising out of the student organization activity or the promotion of such activity, unless such bodily injury, property damage, or personal injury is determined to be the result of the sole negligence of Purdue University, the **PSO**, and their respective affiliates, officers, employees or representatives.

11) The **SUPPORTER** and its subcontractor(s), if any, shall perform security clearance background checks on all **SUPPORTER's** and its subcontractor(s)'s officers, agents, staff, employees and volunteers assigned to have access to Purdue University facilities (Venue) to identify whether any such individual is a registered sex offender pursuant to Zachary's Law, Ind. Code § 11-8-8 et seq. or the equivalent law of the individual's state of residence. **SUPPORTER** shall not assign any individuals identified as registered sex offenders to perform work or services at the Venue. **SUPPORTER** shall be solely responsible for any costs associated with background checks and/or remedies. Purdue University reserves the right to require that additional background checks be made on any of **SUPPORTER's** and its subcontractor(s)'s officers, agents, employees or volunteers assigned to have access to the Venue. The national registry can be found at <http://www.nsopw.gov/Core/Portal.aspx?AspxAutoDetectCookieSupport=1> . Purdue University reserves the right to perform a security clearance background check on any individual signatory to this Agreement to identify whether any such individual is a registered sex offender pursuant to Zachary's Law, Ind. Code § 11-8-8 et seq. or the equivalent law of the individual's state of residence

12)Both the **PSO** and **SUPPORTER** agree to provide to each other, upon request, evidence of appropriate limits of insurance coverage including, but not limited to, general liability, auto liability, and worker's compensation.

- 13) This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.
- 14) **SUPPORTER** and its subcontractor(s), if any, shall perform security clearance background checks on **SUPPORTER** and its subcontractor(s)'s officers, agents, staff, employees and volunteers assigned to have access to Purdue facilities to identify whether any such individual is a registered sex offender pursuant to Zachary's Law, Ind. Code § 11-8-8 et seq. or the equivalent law of the individual's state of residence. **SUPPORTER** shall not assign any individuals identified as registered sex offenders to perform work or services at the University. Purdue University reserves the right to immediately remove any individuals identified as registered sex offenders from the University's premise. **SUPPORTER** shall be solely responsible for any costs associated with background checks and/or remedies. Purdue University reserves the right to require that additional background checks be made on any of **SUPPORTER** and its subcontractor(s)'s officers, agents, employees or volunteers assigned to have access to the University's premise. The national registry can be found at <http://www.nsopw.gov/Core/Portal.aspx?AspxAutoDetectCookieSupport=1>. Purdue reserves the right to perform a security clearance background check on any individual signatory to this Agreement to identify whether any such individual is a registered sex offender pursuant to Zachary's Law, Ind. Code § 11-8-8 et seq. or the equivalent law of the individual's state of residence.
- 15) This Agreement constitutes the entire understanding between **SUPPORTER** and **PSO** and cannot be altered or modified except by an agreement in writing signed by both **SUPPORTER** and **PSO**. Upon its execution, this Agreement shall supersede all prior negotiations, understandings, and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without further legal effect.
- 16) This document will not be considered a fully executed agreement unless signed by all indicated parties as noted below.

\_\_\_\_\_  
 Name of Supporter -- Printed

\_\_\_\_\_  
 PSO President Signature Date

\_\_\_\_\_  
 Supporter's Signature Date

\_\_\_\_\_  
 PSO Treasurer Signature Date

\_\_\_\_\_  
 Federal Tax Identification Number

\_\_\_\_\_  
 PSO Advisor Signature Date

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 APPROVED: Business Office  
 for Student Organization Date

\_\_\_\_\_  
 City State Zip