

Financial Planning Association of Upstate New York Sponsorship Agreement

This Sponsorship Agreement is made the ____ day of _____, 2008, between The Financial Planning Association of Upstate New York (“FPA”) with an address of P.O. Box 302, Spencerport, New York 14559-0302 and _____, having an address of _____ (“Sponsor”).

Recitals:

WHEREAS, the FPA is planning an event to take place on June 12, 2008 (the “Event” on “the Event Date”), and

WHEREAS, the purpose of the Event is to provide visibility and networking opportunities for the Sponsor, and

WHEREAS, the Sponsor agrees to participate in the Event by purchasing an advertisement to be placed in the marketing brochure for the Event,

Provisions:

Now, therefore, in consideration of the following mutual covenants and for other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Engagement.

The Sponsor Representative represents and warrants that it is authorized to make a financial commitment on behalf of Sponsor and agrees to participate in the Event as set forth in this Agreement. The Sponsor desires to place an advertisement in the Event Program Book of the following size and placement:

- ___ Inside Front Cover
- ___ Outside Back Cover
- ___ Inside Back Cover
- ___ Interior Full Page
- ___ Interior Half Page
- ___ Interior Quarter Page

2. Services to Be Provided By FPA.

An 8x10 Event Program Book will be produced by the FPA and to distributed to each Event participant and Sponsor.

3. Substance of Advertisement To Be Provided Solely By The Sponsor.

A. It is the Sponsor’s responsibility to provide the ad in the form the Sponsor desires it to be printed – “camera ready” and in the proper proportions.

B. The advertisement shall be provided to the FPA office no later than the printing deadline. The deadline for submitting the advertisement is May 25, 2008.

4. Fees.

The fee schedule to be paid by Sponsor for advertising in the Event brochure is as follows:

- A. Inside Front Cover or Outside Back Cover: Three Hundred Dollars (\$300.00)
- B. Inside Back Cover: Two Hundred Dollars (\$200.00)
- C. Full Page inside the brochure: One Hundred and Fifty Dollars (\$150.00)
- D. One-half Page inside the brochure: One Hundred Dollars (\$100.00)
- E. One-quarter Page inside the brochure: Seventy Five Dollars (\$75.00)

5. Term.

The Term of this Agreement shall commence upon payment of the Fee and continue until the end of the day of the Event.

6. Indemnification.

Sponsor hereby agrees to indemnify and hold harmless the FPA from and against any and all loss, damage, costs or expense including attorney's fees which the FPA may incur as a result of Sponsor's acts or omissions.

7. Cancellation of Agreement.

Sponsor shall have the right to cancel any scheduled sponsorship of an FPA Event at any time by written notice to the FPA as follows. In the event a cancellation is received at least thirty (30) days prior to the Event, the FPA shall refund in full any relevant payments already made by the Sponsor. The FPA shall refund 50% of the fee on cancellations received between fifteen (15) and twenty-nine (29) days prior to the Event if no replacement sponsor can be found for such Event. The FPA agrees to use reasonable efforts to find such replacement. No refund will be made on cancellations received less than fifteen (15) days prior to the Event. Under all circumstances, cancellation does not release Sponsor of responsibility for payment under the terms of this Agreement. Should the FPA retain any portion of the Sponsor's payments, the FPA does not guarantee a replacement opportunity for sponsorship and the FPA retains the right to resell any available participation opportunities.

8. Payment.

Payment in full is required before the printing deadline. Sponsor should return payment with the executed Agreement. However, Sponsor may return the executed Agreement and request an invoice for the full Fee, which shall be paid within thirty (30) days of the invoice. Revised statements of the Fees will be provided by the FPA to Sponsor upon any amendment to this Agreement arising from cancellation or any change to the participation level. If payment is

not received by the printing deadline, this agreement is void and any payment subsequently received will be returned to the Sponsor.

9. Miscellaneous.

A. This Agreement:

(i) shall constitute the entire Agreement between the parties hereto concerning the subject matter herein and supersedes all prior agreements, written or oral, concerning such matter herein and there are no oral understandings or statements bearing upon the effect of this Agreement which have not been incorporated herein.

(ii) may be modified or amended only by a written instrument signed by each of the parties hereto.

(iii) shall be construed in accordance with and governed by the laws of the State of New York without reference to conflict of all principles.

(iv) may not be assigned by the Sponsor. Any attempted assignment shall be null and void.

(v) shall not constitute or be considered a partnership, employee relationship, joint venture, or agency between the FPA and Sponsor.

B. All notices and other communications under this Agreement shall be in writing to the other party, and shall be deemed duly given : (i) when personally delivered to the recipient, (ii) one business day after being mailed to the recipient by reputable overnight courier service, or (iii) three (3) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and, in each case, addressed to the intended recipient as set forth above.

C. The sole and exclusive venue for any litigation arising out of or relating to this Agreement shall be adjudicated in a Court of competent jurisdiction located in Monroe County, New York, and the parties irrevocably consent to the personal jurisdiction and venue of such Court and waive defenses such may elect jurisdiction or the venue may not be proper in such Court.

D. If any provision of this Agreement shall be held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum consent to be compatible with laws as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid an unenforceable provision were omitted.

E. In the event of litigation to enforce or defend the enforcement of this Agreement, the losing party agrees to pay the substantially prevailing parties costs and expenses incurred, including without limitation reasonable attorney's fees.

IN WITNESS WHEREOF, each of the parties has duly executed and delivered this Agreement as the date first written above.

The Financial Planning Association of Upstate New York

Sponsor

By: _____

Name _____

Title _____

By: _____

Name _____

Title _____