

Sponsorship Agreement

THIS AGREEMENT is entered into as of "Date" _____ between

MISA Prairies and _____ ("VENDOR").

WHEREAS MISA Prairies is conducting the 2017 MISA Prairies Annual Confefence (the "Event");

AND WHEREAS "VENDOR" desires to be an Event sponsor of the Event.

NOW THEREFORE, in consideration of the mutual premises, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Sponsorship.** MISA PRAIRIES hereby grants to "VENDOR" an Individual Event sponsorship of the Event.
2. **Sponsorship Entitlements.** As an Individual Event sponsor of the Event, "VENDOR" shall be entitled to promotion opportunities identified in the MISA PRAIRIES 2017 Fall Conference Sponsorship Catalogue. All materials that are supplied by the VENDOR such as signs and pamphlets that will be used in addition to that supplied by MISA must be delivered to the MISA 2017 Fall Conference Chair by September 16, 2017.
3. **Term and Termination.** This Agreement commences on _____ and shall expire on September 22, 2017 (the "Term") or until full payment is received by MISA PRAIRIES. Either party may terminate this Agreement immediately if the other party is subject to bankruptcy or insolvency proceedings, or if a receiver is appointed or if the other party assigns its property to its creditors or performs any other act of bankruptcy or becomes insolvent. Either party may terminate this Agreement in the event of a material breach by the other party, provided the on-breaching party has given the breaching party sixty (60) days' written notice of such breach, identified the nature of the breach, and within said notice period, the breach party has failed to cure the asserted breach.
4. **Sponsorship Fee.** "VENDOR" shall pay to MISA PRAIRIES a sponsorship fee of Cdn \$ _____ plus applicable taxes. MISA PRAIRIES will provide "VENDOR" with an invoice for the sponsorship fee within 1 month of receiving this signed agreement, and such fee shall be paid in full by July 1st, 2017.
5. **Intellectual Property.** VENDOR will obtain MISA PRAIRIES's prior written approval for each use of MISA PRAIRIES trademarks, service marks and other proprietary marks ("Marks") and comply with MISA PRAIRIES's requests as to the use of the Marks. MISA PRAIRIES retains any and all right, title and interest in the Marks.
6. **Entire Agreement.** This Agreement and any duly authorized exhibits attached hereto constitute the entire agreement between the parties related to the subject matter hereof. It may not be amended or modified except by a written document signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate upon the date indicated above.

Municipal Information Systems Association (Prairies.)

Sponsor

By: _____

By: _____

Name: _____

Name: _____