

**FORT CAMPBELL, KENTUCKY
GARRISON MORALE, WELFARE AND RECREATION OPERATING ENTITY (GMWROE)
COMMERCIAL SPONSORSHIP AND ADVERTISING AGREEMENT
FY15-0001**

This agreement is made and entered into by and between the Fort Campbell Garrison Morale, Welfare and Recreation Operating Entity (GMWROE), Fort Campbell, Kentucky, hereinafter referred to as GMWROE, and **UNIVERSITY OF PHOENIX – MILITARY DIVISION** (Sponsor), hereinafter referred to as Sponsor.

GMWROE will acknowledge the Sponsor with benefits for the following events and programs:

MWR Events/Programs: 1 October 2014 – 30 September 2015

University of Phoenix – Military Division Title Sponsorships:

A title sponsor receives the benefit that these events listed will be named "University of Phoenix – Military Division and MWR present..."

- Big Smo Concert, 11 Oct 14, (b)(4)
- Cole Park Golf Course Payday Golf Scrambles dates TBD, and Commanding General's Golf Tournament, date TBD June 15, (b)(4)
- D.W. Recreation Community Family & Soldier Days, (b)(4)
 - Jingle Bell Rock featuring Brunch with Santa, 6 Dec 14
 - All Things Chocolate, 15 Feb 15
 - Summer Kick-Off, 7 Jun 15
 - Back to School Bash, 9 Aug 15

University of Phoenix – Military Division Premier Sponsorships:

A premier sponsor is one who sponsors (b)(4) or more in a 365 day period.

- The Zone Activities, (b)(4)
 - Monster Bash, 24 Oct 14
 - Thanksgiving Day Celebration, 27 Nov 14
 - Christmas Day Gathering, 25 Dec 14
 - New Year's Eve Party, 31 Dec 14
 - Glow in the Dark Party, 9 May 15
 - Army Birthday Party, 14 Jun 15
 - Zone Fourth Anniversary Party, 4 Sep 15
- MWR Military Appreciation Spouses' Week, 5, 6 & 8 May 15, (b)(4)
- MWR Carnival and Independence Day Activities and Fireworks, 30 Jun-5 Jul 15, (b)(4)
- Newcomers Orientation (50 Events), (b)(4)
- Spooktacular, 24 Oct 14, (b)(4)
- MWR Month of the Military Family Event, 22 Nov 14, (b)(4)
- Tree Lighting Ceremony/Winter Wonderland, 5 Dec 14, (b)(4)
- Dale Wayrynen (D.W.) Recreation Activities, (b)(4)
 - Gingerbread House Decorating, 23 Nov 14
 - Single Soldier Holiday Meal, 3 Dec 14
 - Easter Egg Hunt, 5 Apr 15
 - Labor Day Cookout, 7 Sep 15
- D.W. Recreation Single Soldiers & Military Families Super Bowl, 1 Feb 15, (b)(4)
- Cole Park Commons Admin Professional Day, 22 Apr 15, (b)(4)
- Month of the Military Child Event (IWRE), date TBD Apr 15, (b)(4)

- Army Birthday Event (IWRE), 15 June 15, (b)(4)
- Beach Bash Pool Party at Baldonado Pool; date TBA Aug 15, (b)(4)
- Leisure Travel Services Character Day, "Princess & Hero Lunch Party," 12 Sep 15, (b)(4)
- Fall Festival; date TBA Sep 15, (b)(4)
- The Zone Super Bowl Party, 1 Feb 15, (b)(4)
- BOSS Single Soldier Cookout, 15 Oct 14, (b)(4)
- BOSS Single Soldier Holiday Luncheon at D. W. Recreation Center, 10 Dec 14, (b)(4)

Commercial Advertising:

- Banners (b)(4)
Sponsor will provide banners at no cost to GMWROE.
Facility Signage will remain erected thru the duration of the agreement.

BANNER LOCATIONS:

1. South Sports Complex Fence (outdoor banner)
2. North Sports Complex Fence (outdoor banner)

CONDITIONS AND TERMS. During the MWR Events and Programs mentioned in this agreement, GMWROE and the Sponsor agree to the following conditions and terms:

GMWROE recognizes UNIVERSITY OF PHOENIX – MILITARY DIVISION as Sponsor for the MWR Events and Programs mentioned in this agreement. GMWROE agrees to work with Sponsor's promotional tie-ins. MWR also agrees that the Sponsor may advertise their sponsorship of the MWR Events and Programs mentioned in this agreement.

The Sponsor understands that this agreement is for regular sponsorship of the MWR Events and Programs mentioned in this agreement; and not for an exclusive (the only Sponsor) sponsorship. Sponsor understands that other Sponsors may be designated for these MWR Events and Programs; and that the GMWROE may acknowledge these Sponsors and may provide the same or different levels of benefits to other Sponsors. Sponsor also understands that other sponsors may publicize their sponsorship as theirs and that they may also advertise their products and services during these MWR Events and Programs as allowed per Army Regulation (AR) 215-1, paragraphs 11-6 through 11-15.

GMWROE agrees that the Sponsor may advertise their sponsorship of the events mentioned above. Sponsor may not issue a media press release regarding the events mentioned without the express consent and approval by MWR Marketing prior to the release. MWR Marketing will coordinate all press release approvals and dissemination through the Public Affairs Office.

GMWROE ensures Sponsors do not obtain personal contact information from attendees at MWR programs or events **without the express written consent of the attendee. Data collection is permissible only if data collection and/or entry forms have been approved by the Staff Judge Advocate and MWR and include an opt-in clause.** Only forms where the opt-in clause is positively selected should be forwarded to Sponsor.

The Sponsor agrees to provide an annual Educational Services Officer Full Disclosure Form to the GMWROE within 30 days of effective date of this agreement. Failure to accurately disclose the requested information within the specified timeframe may be considered a breach of agreement.

RESPONSIBILITIES. In consideration of the mutual promises set forth herein below, the parties agree to the following:

GMWROE is responsible for providing proof of performance (POP) for each event/program mentioned in this agreement. MWR Activities who direct the events are responsible for providing POP to the Commercial Sponsorship Office. POP will consist of copies of press releases, newspaper articles, paid advertising where applicable, and photos, digital and social media, demographics, and attendance per event. The Commercial Sponsorship Office will provide POP to the Sponsor no later than 10 business days from the date of each event/program.

GMWROE is responsible for granting the Sponsor the following rights and benefits for the MWR Events and Programs mentioned in this agreement. MWR Activities are responsible for each event and are responsible for set up and break down of each event and program mentioned below to include placement of Sponsor's banner at each event:

- Sponsor's brand identity, name or logo in all event publicity owned and operated by MWR and in paid advertising if applicable.
- Distribution of Sponsor's collateral with official government disclaimer (Sponsor provides collateral material)
- Signage (banner) in high visibility area of event locations (Sponsor provides banner)
- Display booth with 1 table and 2 chairs at each event. Sponsor may request specific placement. This request will be honored, provided, in the event planner's opinion, it does not adversely impact the event concept, pedestrian flow or security/egress requirements. Sponsor's Educational Disclosure Form must always be visible on the table at the booth.
- Name recognition (announcements) at each event

Additional Sponsor Rights & Benefits:

MWR Marketing Welcome Packets:

MWR will insert Sponsor's collateral material with official government disclaimer into the MWR Welcome Packets for incoming Soldiers.

Military Support Program Drop Box Display:

Sponsor may provide Drop Box displays in all high traffic MWR indoor facilities except CYSS programs. Drop Box Displays are provided at no cost to GMWROE.

Golf Scrambles:

Sponsor will host one team of four individuals of their choice to include sponsor representative at each Payday Golf Scramble at no charge to the Sponsor.

Commanding General's Golf Tournament:

Sponsor will have two players in the Commanding General's Golf Tournament at no charge to the Sponsor.

Sponsor's Promotional Items and Giveaways:

Sponsor will provide additional promotional items for distribution at no cost to GMWROE. Any additional promotional items provided during the duration of this agreement must be detailed in a list to include the value of the items and submitted to GMWROE prior to each event mentioned in this agreement or no later than **1 Sept 2015**. Only items valued at \$20 per item and above may be counted as an in-kind sponsorship item for prize give-away during random drawings.

GMWROE will provide to Sponsor a Form W-9.

SPONSOR. The Sponsor agrees to the following responsibilities in exchange for MWR Events, Programs, and Advertising mentioned in this agreement.

Sponsor will provide to MWR (b)(4) cash in exchange for the above mentioned events, programs and advertising.

Payment is due within 10 business days from date of signing this agreement. Sponsor shall mail payment to GMWROE Accounting Office, PO Box 475, Fort Campbell, KY 42223

Abide with Department of the Army standards as published in AR 215-1, Chapter 11, and paragraphs 11-6 through 11-15 are available online at www.apd.army.mil.

TRADEMARK LICENSE. Sponsor grants the GMWROE a royalty-free, non-exclusive license to use and display the Trademarks associated with the Sponsor's products. **Such use shall be limited solely to the sponsorship of the events and any advertising or promotional activities related to this agreement.** The use of Sponsor's trademarks or company name will not be used in a way which would cause any person to reasonably infer, or would otherwise convey the impression, that the GMWROE and Sponsor are in any way affiliated with, or otherwise acting on behalf of one of the other parties. Sponsor and GMWROE acknowledge that the provisions of this paragraph do not convey to either party any right, title or ownership interest in any trademarks. Sponsor will review and approve trademark and logo used for advertisement. Sponsor's name, logo and trademark will remain its exclusive property and any use by GMWROE of such name, logo and trademark shall be for to Sponsor's benefit. GMWROE grants Sponsor the right to use GMWROE name (MWR) and official designation in the advertising, promotion and merchandising of Sponsor's products and services. Sponsor agrees that GMWROE's name (MWR), logo and official designation will not be used in a way which would cause any person to reasonably infer, or would otherwise convey the impression, that Sponsor and GMWROE are in any way affiliated with, or acting on behalf of one of the other parties. Except as expressly provided herein, neither party shall have the right to use the corporate or trade name, trademarks, services marks, logos or other identification of the other party without the party's prior written consent.

TERM AND TERMINATION. The term of the Agreement commences upon the signature of both parties to this agreement and shall continue until 30 September 2015. Sponsor will comply with all applicable laws and regulations. Failure to do so will constitute a material breach of this agreement.

Either party may immediately terminate this agreement upon a material breach by the other party of any term or condition set forth herein. Parties mutually agree to provide advance notice of breaches in writing to the non-breaching party. Parties may terminate this agreement, without cause with 30 days written notice.

RIGHT OF FIRST REFUSAL. Upon termination of this Agreement, Sponsor shall have the right of first refusal to renew this Sponsorship Agreement provided the GMWROE desires to update or continue with this specific sponsorship. As used herein, the right of first refusal will mean that if the GMWROE receives a "bona fide offer" regarding sponsorship from a third party, the GMWROE is obligated to communicate such offers to the Sponsor within fourteen days of receiving such offer. The Sponsor will communicate an offer to contract with the GMWROE, either individually or as a Sponsor, for terms no less favorable to the GMWROE with those contained in the "bona fide offer" of the third party. The Sponsor has fourteen days to respond to the GMWROE. If the Sponsor fails to invoke its right of first refusal within 14 days of receiving communication from GMWROE if a bona-fide third party offer is made, then GMWROE will be free to accept the third party offer. In no event will the GMWROE enter into a contract with a third party upon terms and conditions more favorable to such third party than those offered to the Sponsor, unless such terms have first been offered to the Sponsor. As used herein, the term "bona fide offer" shall mean a proposed agreement concerning rights and obligations similar to those herein, which agreement, if executed by the GMWROE and the third party, would be legally binding. This section shall not apply if the Sponsor breaches this agreement. The GMWROE reserves the right to refuse all offers. Right of first refusal expires **30 September 2015**.

INDEPENDENT CONTRACTOR. Sponsor and co-sponsor advertisers shall be, and act as, independent contractors and under no circumstances shall this agreement be construed as one of agency, partnership, or joint venture of employment between the GMWROE and the Sponsor. None of the personnel under contract to, employed by or volunteering for the GMWROE shall be deemed in any way to have any contractual relationship with the Sponsor. The GMWROE shall be solely responsible for the conduct of its employees, personnel, and agents in connection with their performance of the GMWROE obligation, hereunder. Sponsor shall be solely responsible for the conduct of its employees, personnel, and agents in connection with their performance hereunder.

DISCLAIMER. The following disclaimer must be printed on all promotional materials distributed in connection with the event clearly stating the Army does not and cannot officially endorse the Sponsor's name, product, or service. "DoD, U.S. Army or Federal Government endorsement not implied." AR 215-1, Chapter 11, paragraphs 11-8.

SPONSORSHIP COSTS. The Sponsor hereby certifies that no cost of the sponsorship will be charged to the Federal government or the GMWROE.

FORCE MAJEURE. No party shall be responsible for MWR Events and Programs that are unforeseeable and beyond its reasonable control, such as acts of God, weather delays, acts of war, or unforeseen commercial delays. If any of the MWR Events and Programs in this agreement is postponed due to inclement weather or other conditions beyond control, they may be rescheduled for another time. Sponsor shall then be entitled to, and the GMWROE agrees to give to the Sponsor, all of the advertising and sponsorship rights set forth herein at no additional charge.

CHOICE OF LAW CLAUSE. All disputes arising under or relating to this agreement shall be first submitted to mediation and, to the extent possible, resolved through the mediation process. Should mediation become necessary, the parties shall together select and agree upon a neutral mediator, who must be a member of the state bar of either Tennessee or Kentucky, be certified as a mediator in either Tennessee or Kentucky, be actively engaged in the practice of law in the private sector, and have relevant experience in the area of contract law.

HOLD HARMLESS CLAUSE. Sponsor shall hold harmless the GMWROE, the U.S. Army, Department of Defense, and the United States Government, from any third party claims against the Sponsor arising from acts or omissions of the Sponsor, its agents, officers, or employees. Acts or

Sponsor arising from acts or omissions of the Sponsor, its agents, officers, or employees. Acts or omissions include, but are not limited to, accidents occurring while Sponsor was acting under the terms and conditions of this agreement, accidents caused by Sponsor furnished equipment or materials, or accidents caused by Sponsor operated equipment or materials.

NOTICES. All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

IF TO SPONSOR:

UNIVERSITY OF PHOENIX – MILITARY DIVISION

(b)(6) Vice President
1625 W. Fountainhead Parkway
Tempe, AZ 85282

Local Point of Contact:

(b)(6) Senior Defense Liaison
Kentucky and Tennessee

(b)(6)

Cell: (b)(6)

Fax: (b)(6)

IF TO THE FUND:

GARRISON MORALE, WELFARE & RECREATION OPERATING ENTITY

Commercial Sponsorship Office
5663 Screaming Eagle Boulevard
P. O. Box 475
Fort Campbell, Kentucky 42223

ASSIGNMENT. This Agreement is not assignable in whole or part by any party hereto in the absence of the prior written consent of both parties.

ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein, and supersedes any and all prior agreements, arrangements, communications, or representations, whether oral or written. This agreement may not be amended, altered, modified, or changed except by an addendum signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this agreement.

**UNIVERSITY OF PHOENIX –
MILITARY DIVISION**

BY:

(b)(6)
(b)(6) Vice President
Military Ops and Continuing Education

DATE: 28 Dec 2014

GMWROE COMMERCIAL SPONSORSHIP

BY:

(b)(6)
(b)(6) Assistant Fund Admin

DATE: 12-18-14