



THE ENGEL & VÖLKERS[®] SKYDECK

18 FAIRWAY



APRIL 28 - MAY 1, 2022

The Huntsville Championship offers an exclusive shared hospitality experience on-course that features complimentary food and beverage service with a view. Located on the 18th Fairway, the Engel & Völkers SkyDeck provides a prime viewing opportunity on the tournament's closing hole. Positioned in close proximity to the Main Entrance and The Ledges Clubhouse, guests can enjoy food and beverage in the main bar area or move closer to the action with a variety of seating options.

TICKETS INCLUDE:

- Access to the tournament grounds and the Engel & Völkers SkyDeck
- Continental lunch buffet, afternoon snacks & desserts and open bar, complete with an assortment of liquor, beer, wine and soft drinks
- Access to restrooms

INVESTMENT (Please check all that apply)

- QTY: ___ 8 Guest Weekly Package- \$6,000 (Thursday to Sunday, 32 total)
- QTY: ___ 4 Guest Weekly Package- \$3,000 (Thursday to Sunday, 16 total)
- QTY: ___ 2 Guest Weekly Package- \$1,500 (Thursday to Sunday, 8 total)
- QTY: ___ Individual Ticket- \$200
please specify the day & quantity: _____

Total Investment: _____

Upon the effective date of this Agreement, Sponsor agrees to pay Golf Huntsville the sponsorship fee set forth in this Agreement. No refunds will be issued in the event the tournament is cancelled due to weather or any other condition beyond reasonable control.

BILLING AND DELIVERY INFORMATION

Please indicate company name EXACTLY as it should appear for purposes of sponsor recognition, subject to date of commitment.

Company Name: _____

Company Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Billing Address: _____

Shipping Address: _____

I have fully read the front and back of this sponsorship form and agree to the terms of the investment.

Sponsor Signature: _____

Date: _____

TERMS AND CONDITIONS

The following Terms and Conditions (hereinafter the "Terms") shall apply to all Sponsorship Packages you elect to purchase from Golf Huntsville doing business as Huntsville Championship, an Alabama non-profit corporation, (hereinafter sometimes referred to as "GH"). You are hereinafter sometimes referred to as "Sponsor". In consideration of the mutual benefits to be realized by GH and Sponsor as a result of your sponsorship of the Huntsville Championship (hereinafter the "Tournament"), it is agreed by and between the parties as follows:

1. **TERM:** This agreement shall become effective upon execution by the authorized representative Sponsor and will terminate at the end of the third month after the month in which the Tournament is concluded. Notwithstanding the foregoing, GH may, at any time, in its sole discretion and for any reason or no reason at all, terminate this agreement, in whole or in part, for its own convenience by delivering to Sponsor notice of such termination and the effective date of the termination.

2. **DATE OF TOURNAMENT:** The dates of the Tournament are established by the PGA TOUR, Inc. (hereinafter the "PGA TOUR, Inc.") and agreed to by GH and may be modified. GH will use commercially reasonable efforts to provide Sponsor reasonable notice in the event of a change in dates.

3. **SPONSORSHIP AND FEES:** Sponsor hereby agrees to purchase the Sponsorship Packages noted on the reverse side of this form and as described in GH written offering materials (hereinafter the "Package Entitlements"). In exchange for the Package Entitlements, Sponsor shall pay to GH the amount noted for the Sponsorship Packages. Sponsor shall have no further rights or benefits, and GH shall have no other obligations beyond those Package Entitlements expressly stated in writing. Sponsor acknowledges and agrees that the tickets or rights to admission at the Tournament provided under this agreement are revocable licenses, which may be subject to revocation without refund in the event of any inappropriate behavior or misconduct by the holder of such license.

4. **PROPERTY RIGHTS:** Each party shall retain all intellectual property which it owns prior to the date hereof and shall not be deemed to have assigned all or part of such intellectual property rights to the other party by virtue of this sponsorship. Any use of GH's trade names, trademarks, logos, service marks, or symbols by Sponsor must first be approved in writing by GH. GH and Sponsor hereby grant to each other a limited right to use only for the purpose of advertising and promoting the Tournament, and consistent with these Terms, the copyrighted and copyrightable materials which may include GH's and Sponsor's trademarks and trade names. The right to use GH's and Sponsor's trademarks and trade names is not exclusive, assignable or transferable. All goodwill associated with the use of a party's trademarks and trade names shall inure solely to the benefit of the owner of such trademarks and trade names.

5. **MERCHANDISING RIGHTS:** GH and other third parties have the exclusive right to sell and/or distribute promotional, souvenir, and specialty items relating to or associated with the Tournament. The parties hereto further acknowledge that GH has, or may assign all or a portion of said rights to a third party or parties for the sale and/or distribution of said items before, during, and after the Tournament. It is expressly understood by Sponsor that GH and/or the PGA TOUR, Inc. as applicable, retain all media rights in association with the Tournament including, but not limited to radio, television, and Internet broadcasts, as well as delayed and repeat broadcasts of the Tournament.

6. **ADDITIONAL ACKNOWLEDGMENT:** The parties acknowledge that the Sponsor has no responsibility or obligation to do or cause to be done anything in connection with the Tournament it is sponsoring other than that which is specifically provided for in this Agreement. As between GH and Sponsor, it is understood and agreed that GH will produce the Tournament and have all decision-making authority and responsibility.

7. **GOVERNING LAW AND VENUE:** The parties agree that this agreement shall be deemed to have been made and accepted in Madison County, Alabama and that the laws of the State of Alabama shall govern any interpretations or constructions of this Agreement, notwithstanding any conflicts of law provisions to the contrary. The parties agree that any action pertaining to the collection of monies owed or the enforcement of these Terms shall be commenced and prosecuted in the state or federal Courts of Madison County, Alabama and each party hereby submits to the jurisdiction of said Courts and waives the right to otherwise challenge or change venue.

8. **NO AGENCY OR JOINT VENTURE:** This sponsorship shall not be construed as in any way establishing a partnership, joint venture, express or implied agency, employer-employee or confidential, special fiduciary relationship between or among the parties hereto.

9. **FORCE MAJEURE:** Each party shall be excused from performance (except for payment obligations) and shall incur no liability for any loss or damage due to any delay or failure to perform its obligations under this agreement when caused by occurrences beyond the reasonable control of such party, to include, but not limited to, acts of governmental authorities, acts of God (including, without limitation, unusually severe weather conditions, but excluding reasonably foreseeable weather conditions); strikes or other concerted acts of workmen; unavailability of labor or materials; failure or breakdown of equipment arising from causes beyond a party's reasonable control (and expressly excluding breakdown caused by improper maintenance or operation); fires and explosions (except to the extent caused by the negligence of a party or those under its control); riots; war; rebellion and sabotage (each of the foregoing, an event of "Force Majeure"). A party seeking to be excused from performance hereunder due to the occurrence of a Force Majeure event must notify the other party orally or by facsimile or email as soon as reasonably possible after the occurrence of the Force Majeure event, with a separate formal notice to follow within a reasonable time specifying the nature and extent of the Force Majeure event, and the efforts such party is undertaking to mitigate the impact of the Force Majeure event.

10. **LIABILITY:** The Sponsor Parties shall be liable for the acts and omissions of any of its officers, directors, employees, agents, representatives, guests or invitees while attending or participating

in any event or activity related to the Tournament. IN NO EVENT SHALL THE PARTIES, OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES, OR ANY OF THEIR PARTNERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

11. MISCELLANEOUS

A. **Validity.** In the event any provision herein shall be judicially interpreted or held to be invalid, illegal or otherwise unenforceable by reason of any rule of law or public policy, then (i) the other provisions of this agreement shall remain in full force and effect, and (ii) the provision held to be invalid, illegal or unenforceable shall, to the fullest extent permitted by law, be reformed to the minimum extent necessary to render such provision valid, legal and enforceable and in such a manner as to preserve to the fullest extent possible the original economic and legal intent of the parties.

B. **Entireties.** This agreement contains the entire understanding between Sponsor and GH with regard to the subject matter hereof and no modification of any provision hereof shall be enforceable unless in writing signed by the party against whom enforcement is sought.

C. **No Waiver.** Failure of either party to enforce the performance by the other party of any provision of this agreement at any time, or to exercise any option provided for herein, shall not be deemed to be a continuing waiver of performance of such provision or of the right to exercise such option or the waiver of performance by the other party of any other provision of this agreement unless so stated in a written waiver signed by the original party.

D. **Attorney Fees.** Should it be necessary for GH or Sponsor to retain an attorney for the enforcement and/or defense of any legal obligations or rights under this agreement, the prevailing party shall be entitled to an award of all necessary and/or reasonable costs and expenses, including necessary and reasonable attorney fees.

E. **Construction.** This agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against any party. No ambiguity or omission shall be construed or resolved against any party on grounds that this agreement or any provision thereof was drafted or proposed by such party.

F. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed duly given when (i) personally delivered to the addressee or an agent or representative of the addressee, (ii) deposited in a mailbox as prepaid first class mail, registered mail or certified mail, (iii) delivered to the custody of a recognized overnight courier (e.g., FEDEX, UPS),

G. **Survival.** To the maximum extent allowed under applicable laws, those obligations which by their nature may be performable after the expiration or termination of this agreement, such as, but not limited to indemnity obligations, shall survive the termination or expiration of this agreement.

H. **Assignment.** This Agreement, and any right or interest hereunder, shall not be assignable in whole or in part by Sponsor without the prior written consent of GH.

I. **Payments.** All Pro-Am and Hospitality purchase fees are due 30 days after the signed contract. 50% of Sponsorship cost is due 30 days after the signed contract, remaining 50% due December 1, 2022. Sponsor agreements after January 1st, 2020, all monies due 60 days prior to tournament. All Sponsorship fees are fully earned by GH when paid and are not refundable in any circumstance, other than a material breach by GH that remains uncured after reasonable notice and an opportunity to cure. GH shall be entitled to change and/or direct the manner of acceptable payment by Sponsor, such as by way of example and not limitation, wire transfer, certified check or cashier's check.