

Sponsorship Terms and Conditions

1. Philadelphia Corporation for Aging (“PCA”) is a charitable, tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”). These Sponsorship Terms and Conditions apply to sponsorship payments (“Sponsorships”) under Code Section 513(i).
2. A Sponsorship does not create any relationship of agency, partnership, or joint venture between PCA and Sponsor and Sponsor shall make no such representation.
3. Sponsor must obtain prior written approval from PCA before any use of PCA’s name and/or logo.
4. It is essential to the charitable mission and core values of PCA that all persons and entities contracting with PCA conduct themselves in compliance with the highest standards of ethics and integrity and all applicable legal requirements. In the event that PCA determines, in its sole discretion, that Sponsor has engaged in conduct that in any way damages the mission of PCA, PCA may, upon written notice, immediately terminate any acknowledgements/benefits received by the Sponsor under any Sponsorship agreement (“Sponsorship Benefits”).
5. Sponsor shall indemnify, defend and hold harmless PCA and its agents (“Indemnitees”) from and against any and all claims, payments, costs, attorney’s fees and expenses of any kind or nature arising out of Sponsor’s, its agent’s, servant’s, employee’s or contractor’s, acts, omissions, negligence, misconduct (whether arising from the negligence of Indemnitees or otherwise), or the accuracy or breach of any covenants, representations, or warranties they make.
6. Sponsor may not sell, transfer, or assign its rights, including rights to Sponsorship Benefits, under any Sponsorship agreement with PCA without PCA’s prior written approval.
7. Any disputes regarding a Sponsorship shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. Sponsor consents to the exclusive jurisdiction of the Court of Common Pleas of Philadelphia County, Pennsylvania and/or the United States District Court for the Eastern District of Pennsylvania, in any and all actions or proceedings arising pursuant to, or in connection with a Sponsorship, and irrevocably agrees to service of process by certified mail, return receipt requested.
8. Sponsor shall comply with all policies, rules, and regulations of PCA and PCA event venues.
9. When Sponsor is an exhibitor at a PCA event, Sponsor shall: (i) Indemnify, defend and hold harmless PCA, the venue at which the event is held, and their agents (“Indemnitees”) from and against any and all claims, payments, costs, attorney’s fees and expenses of any kind or nature arising out of Sponsor’s, its agents, servant’s, employee’s or contractor’s acts, omissions, negligence, misconduct, violation of any governmental order, or use or enjoyment of spaces, products, services or equipment whether arising from the negligence of Indemnitees or otherwise; (ii) Provide PCA with a certificate of insurance thirty (30) days prior to the event evidencing Sponsor’s general liability insurance with limits of coverage of not less than \$1,000,000 combined bodily injury and property damage per occurrence and in the aggregate. (Exhibitors engaged in health screenings or health services shall also supply a certificate of insurance evidencing professional liability insurance with limits of coverage of not less than \$1,000,000 per occurrence and in the aggregate or as otherwise required by law.); and (iii) Comply with all policies, rules and regulations of the venues as these affect Sponsor’s activities as an exhibitor and shall comply with all applicable federal, state and local laws, regulations, rules and ordinances.