

FILED
TERRI ROSS
COUNTY CLERK
2022 FEB 28 AM 11:20
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

SPONSORSHIP AGREEMENT

THIS AGREEMENT is entered into by and between Upshur County, the "Grantee," and Credit Union of Texas, the "Sponsor," effective the 15th day of February, 2022.

WHEREAS, the Sponsor is a state chartered credit union which is exempt from federal income tax under section 501(c)(14) of the Internal Revenue Code and organized under the laws of the State of Texas;

The mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Sponsor and Grantee hereby agree as follows:

The Sponsor hereby awards to the Grantee the sum of fifty thousand dollars (\$50,000.00) to be used to support Grantee's tax-exempt activities, specifically a gun range for the Upshur County Sheriff's Office, during the term of this Sponsorship. Such Grant shall be disbursed upon the execution of this Agreement by both parties for a gun range.

During the term of this Agreement, the Grantee shall make appropriate acknowledgements of Sponsor's Grant in compliance with the Internal Revenue Code and the rules and regulations adopted under it. Acknowledgments of appreciation for Sponsor's Grant may identify and briefly describe Sponsor in neutral terms and may include Sponsor's name and logo. Such acknowledgements shall not include comparative or qualitative descriptions of Sponsor's products or services or an inducement to buy sell or use Sponsor's products or services. The Sponsor and the Grantee agree not to unreasonably withhold its agreement to the form or location of any acknowledgement considered during the term of this agreement. The Sponsor and the Grantee grant each other the right to reasonably use its name, trademark, service mark, logo, slogan, etc. for use under this agreement. In recognition of this contribution, Credit Union of Texas will receive:

1. Cooperation and collaboration on including, but not limited to, video projects, printed materials, and other digital assets to commemorate and communicate sponsorship.
2. Use of the sponsor or grantee's name and logo will require advance approval of the other party.
3. Sponsor will provide financial education to Upshur County Sheriff Office employees throughout the term. Dates and times will be mutually agreed upon at a future date.
4. The term of this Agreement shall be for a period of three (3) years commencing on the effective date. This Agreement may be terminated prior to its expiration only by mutual agreement of the parties.
5. The parties are independent contractors with respect to each other. Nothing in this Agreement shall create any partnership, joint venture or agency relationship of any kind.
6. Each party agrees to indemnify and hold harmless the other party, its officers and employees from claims, however denominated arising out of grossly negligent or willful acts of the indemnifying party. This provision shall survive the expiration or other termination of this Agreement. Either party's failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future rights under this Agreement.
7. This Agreement, and any exhibits to it, constitute the entire agreement of the parties and supersedes all prior writings or oral agreements regarding the Sponsorship. This Agreement, or any exhibit to it

may only be amended by a writing signed by both parties.

8. Neither party may assign this Agreement, or its rights or responsibilities under it without the written consent of the other party. It shall be binding on any successors or assigns. This Agreement shall be governed by the laws of the State of Texas without regard to the choice of law rules that may be applicable. Any notice to be given in connection with this Agreement must be in writing delivered by certified mail, or electronically at the last known address of the party being notified.

IN WITNESS, WHEREOF, the persons executing below are the duly authorized representatives of the parties.

Credit Union of Texas

Upshur County Judge

By:

By:

Courtney Coss

[Handwritten Signature]

Signature

Signature

Courtney Coss

TODD TEFTELLER

Printed Name

Printed Name

2/17/2022

Feb 15, 2022

Date Signed

Date Signed

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