

Private Hospitality Suites				Semi-Private Hospitality Suites			
Description	Price	Qty	Total	Description	Price	Qty	Total
<input type="checkbox"/> Climate Controlled Villa at 18 (Thu-Sun)	\$60,000	___	\$___	<input type="checkbox"/> Veranda at 18	\$35,000	___	\$___
<input type="checkbox"/> Climate Controlled Villa at 18 (Daily)	\$17,000	___	\$___	<input type="checkbox"/> Veranda at 16	\$35,000	___	\$___
Specify Day: <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday							
Food and beverage separate on private hospitality suites listed above							

Shared Hospitality Suites			
Terrace at 18		Cabana at 16	
<input type="checkbox"/> Single Day Credential	\$375	Thursday ___ \$___	<input type="checkbox"/> Single Day Credential \$275
		Friday ___ \$___	Friday ___ \$___
		Saturday ___ \$___	Saturday ___ \$___
		Sunday ___ \$___	Sunday ___ \$___
Cantina at 16 Tee		Patio at 17	
<input type="checkbox"/> Single Day Credential	\$175	Thursday ___ \$___	<input type="checkbox"/> Single Day Credential \$75
		Friday ___ \$___	Friday ___ \$___
		Saturday ___ \$___	Saturday ___ \$___
		Sunday ___ \$___	Sunday ___ \$___
Presidential Pass			
<input type="checkbox"/> Four Day Credential	\$1,800	Thur-Sun ___ \$___	
<input type="checkbox"/> Single Day Credential	\$475	Thursday ___ \$___	
		Friday ___ \$___	
		Saturday ___ \$___	
		Sunday ___ \$___	

Tickets & Parking			
<input type="checkbox"/> Good Any One Day Ticket	\$20	___	\$___
<input type="checkbox"/> General Parking (per day)	\$5	___	\$___

Pro-Am Packages			
<input type="checkbox"/> Bay Ltd. Pro-Am	\$15,000	___	\$___
<input type="checkbox"/> Zachry/JV Industrial Companies Pro-Am	\$30,000	___	\$___
<input type="checkbox"/> Stronghold Ltd. Military Heroes Pro-Am	\$14,000	___	\$___

Brand Recognition			
<input type="checkbox"/> Spectator Guide – Full page ad	\$6,000	___	\$___
<input type="checkbox"/> Spectator Guide – ½ page ad	\$3,500	___	\$___
<input type="checkbox"/> Exhibitor Booth – 10' x 20'	\$12,000	___	\$___
<input type="checkbox"/> Exhibitor Booth – 10' x 10'	\$7,000	___	\$___
<input type="checkbox"/> Electronic Branding –	starting at \$2,500	___	\$___
Practice Facility			
<input type="checkbox"/> Chipping Green	\$10,000	___	\$___
<input type="checkbox"/> Putting Green	\$10,000	___	\$___
Public Bleachers			
<input type="checkbox"/> Single Bleacher	\$7,000	___	\$___
<input type="checkbox"/> All Bleachers	\$45,000	___	\$___

Night to Honor Our Heroes presented by USAA			
<input type="checkbox"/> Four Stars	\$25,000	___	\$___
<input type="checkbox"/> Three Stars	\$10,000	___	\$___
<input type="checkbox"/> Two Stars	\$6,000	___	\$___
<input type="checkbox"/> One Star	\$3,000	___	\$___

Astellas presents Executive Women's Day			
<input type="checkbox"/> Business Panel Breakfast Sponsor	\$5,000	___	\$___
<input type="checkbox"/> Luncheon Sponsor	\$7,500	___	\$___
<input type="checkbox"/> Wine Down, Network Up Sponsor	\$5,000	___	\$___
<input type="checkbox"/> Table Sponsor	\$2,000	___	\$___

Valero Junior Texas Open			
<input type="checkbox"/> Junior-Am Team	\$1,200	___	\$___

Notes _____

Total Investment: \$ _____ Sales Representative: _____

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

Payment Options* * Tickets and credentials will not be issued until full payment is received.

Will pay by credit card (information enclosed) → MasterCard Visa American Express Name on card: _____

Check is enclosed (payable to Valero Texas Open) Card Number: _____

Please invoice me Exp Date: _____ Security Code: _____

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: _____ City: _____ St: _____ Zip: _____

Delivery Address: _____ City: _____ St: _____ Zip: _____

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

Sponsor Signature: _____ Date: _____



VALERO TEXAS OPEN

Sponsorship Packages

Terms and Conditions

The following Terms and Conditions (hereinafter the "Terms") shall apply to all Sponsorship Packages you elect to purchase from Valero Energy Foundation doing business as Valero Texas Open, a Texas non-profit corporation, with an office located at One Valero Way, San Antonio, Texas 78249 (hereinafter sometimes referred to as "Valero"). You are hereinafter sometimes referred to as "Sponsor". In consideration of the mutual benefits to be realized by Valero and Sponsor as a result of your sponsorship of the Valero Texas Open Tournament (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 representatives of Valero and Sponsor and will terminate at the end of the third month after the month in which the Tournament is concluded.
2. **DATE OF TOURNAMENT** The dates of the Tournament are established by the PGA TOUR, Inc. (hereinafter the "TOUR") and agreed to by Valero and may be modified. Valero will endeavor 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 Valero's written offering materials (hereinafter the "Package Entitlements"). In exchange for the Package Entitlements, Sponsor shall pay to Valero the amounts noted for each of the Sponsorship Packages. Sponsor shall have no further rights or benefits, and Valero 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 Valero's or Sponsor's trade names, trademarks, logos, service marks, or symbols by the other party must first be approved in writing by the owner of such rights. Valero 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 Valero's and Sponsor's trademarks and trade names. The right to use Valero'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** Valero 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 Valero 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 Valero and/or the TOUR, 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 the Tournament it is sponsoring other than that which is specifically provided for in this Agreement. As between Valero and Sponsor, it is understood and agreed that Valero 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 Bexar County, Texas and that the laws of the State of Texas 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 Bexar County, Texas, 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 Valero 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 Valero 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), (iv) sent by confirmed facsimile or (v) sent by electronic mail to the addresses set forth in this Agreement, or such other address as either party may designate in writing.
 - 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 Valero.
 - I. **Payments.** All payments due hereunder shall be due on or before the date shown. Notwithstanding any provision to the contrary, all Sponsorship fees must be fully paid no later than sixty (60) days prior to the start of the Tournament. All Sponsorship fees are fully earned by Valero when paid and are not refundable in any circumstance, other than a material breach by Valero that remains uncured after reasonable notice and an opportunity to cure. Valero 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.