

ADMINISTRATIVE SPONSORSHIP AGREEMENT

This **ADMINISTRATIVE SPONSORSHIP AGREEMENT** (hereinafter "**Agreement**") is entered into as of _____, 2025, by and between _____, whose address is at _____ (hereinafter "**Administrative Sponsor**"), and **The Sport & Academic Premier Judo, LLC dba Premier Judo**, whose address is 1649 Citron Street, Honolulu, Hawaii 96826 (hereinafter "**Premier Judo**").

WITNESSETH

WHEREAS, Premier Judo is the principal organizer of the 2025 Hawaii State High School Judo Team Invitational to be held in Honolulu, Hawaii on May 17, 2025, and

WHEREAS, Premier Judo requires an administrative sponsor for each participating team, and

WHEREAS, the administrative sponsor for each participating team is subject to certain requirements and obligations, and

WHEREAS, the Administrative Sponsor designated hereinabove desires and has the requisite knowledge and experience to act as administrative sponsor for the following team:

Team Name: _____

Team Coach: _____

NOW THEREFORE, in consideration of the premises, the mutual obligations specified in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. TERM. This Agreement shall commence and become effective as of the date herein first set forth above. Either party hereto shall have the right to terminate this Agreement upon not less than thirty (30) days prior written notice to the other.

II. REPRESENTATIONS/OBLIGATIONS OF ADMINISTRATIVE SPONSOR.

- The Administrative Sponsor represents and warrants that it is a club that is registered in good standing with the United States Judo Federation ("**USJF**")
- The Administrative Sponsor represents and warrants that it has read and understands the Tournament Information distributed by Premier Judo, the most current form of which can be found on Premier Judo's website: premierjudo.com.
- The Administrative Sponsor will ensure accurate registration of sponsored team members.
- The Administrative Sponsor will ensure all participants are current USJF members.
- In the event of team awards, the Administrative Sponsor represents and warrants that distribution of cash awards and the use of such cash awards will be solely in accordance with and for educational purposes and expenses.

III. COMPENSATION. The Administrative Sponsor shall not be compensated in any way by Premier Judo for entering into and performing under this Agreement.

IV. MISCELLANEOUS

Non-Agency. The parties acknowledge that neither party hereto is the agent and/or employee of any other party hereto.

Indemnification. The Administrative Sponsor agrees to defend, indemnify and forever hold Premier Judo, its officers, directors, employees and agents harmless from any and all claims, demands, liabilities, losses and costs (including without limitation reasonable attorneys' fees and court costs) incurred in connection with or arising from (i) this Agreement, or (ii) any acts, omissions, or negligence of the Administrative Sponsor, its officers, directors, employees and agents.

Non-Liability of Officials or Employees. No officer, official or employee of Premier Judo shall be personally liable for any obligations under the terms of this Agreement.

Litigation Costs. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs and expenses, including reasonable attorneys' fees and costs.

Notices. Unless otherwise provided in this Agreement, all notices or other communication under this Agreement must be in writing. All notices shall be mailed by first class mail, certified mail, or personally delivered to the parties at the addresses designated in writing herein. Any mailed notices shall be effective upon mailing. Personally delivered notices shall be effective upon delivery.

No Waiver. No delay or failure on the part of any party in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder.

Governing Law; Venue. This Agreement is governed by the laws of the State of Hawaii and applicable federal laws and regulations. The venue for any action with respect to this Agreement shall be the Circuit Court of the First Circuit of the State of Hawaii.

Entire Agreement; Amendment. This Agreement shall constitute and contain the entire Agreement or undertaking of the parties, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof. No provision or term of this Agreement or any agreement contemplated herein between the parties hereto may be supplemented, amended, modified, waived or terminated except in a writing duly executed by the parties hereof.

Successors and Assigns. All covenants, promises, agreements, conditions, representations, and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

Assignment. Rights hereunder shall not be assignable and duties hereunder shall not be delegable by either party without the prior written consent of the other party. Nothing contained in or implied from this Agreement is intended to confer any rights or remedies upon any person

or entity, other than the parties hereto and their successors in interest and permitted assignees, unless expressly stated herein to the contrary.

Paragraph Headings. The heading of paragraphs in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement.

Severability. If any provision of this Agreement is held to be invalid or unenforceable the validity or enforceability of the other provisions shall remain unaffected.

Word Usage. Unless the context otherwise requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine gender, and vice versa. Whenever used in this Agreement, words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires:.

Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, transferees, and assigns.

Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party to this Agreement, including the drafter of this Agreement.

Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or otherwise. The election of any one or more remedies by any party hereto shall not constitute a waiver of the right to pursue other available remedies.

No Third-Party Duty. Except as otherwise specifically provided, this Agreement does not create any duty, liability or standard of care to any person not a party to this Agreement.

Default. In the event one party shall fail to perform under the terms of this Agreement, the other party, without limitation to other remedies it may have at law, in equity, or otherwise, may: bring an action for damages for breach of contract; terminate the Agreement and bring an action for damages for breach of contract; or file and maintain a suit for specific performance of the Agreement.

Negotiation. If at any time during the term of this Agreement, or after termination hereof, any dispute, difference or question shall arise between the parties hereto with respect to the terms of this Agreement or the transactions contemplated hereby, the parties agree that they shall negotiate in good faith to resolve such disputes, differences or questions prior to commencing any suit or legal proceeding.

Execution in Counterparts/Electronic Signatures. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. This Agreement may be executed by facsimile, photocopied, or electronic (including but not limited to portable document format or PDF) signatures, all of which will constitute an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year herein first set forth above. The undersigned individual on behalf of the Administrative Sponsor represents and warrants that they have all requisite authority and approval to enter into and execute this Agreement on behalf of the Administrative Sponsor

ADMINISTRATIVE SPONSOR

By _____
Print Name:
Print Title:

PREMIER JUDO

By _____
Print Name:
Print Title: