

*For Information about the “Put Up Your Dukes” Dog Project please contact Dr. Kate Monger at (540) 568-6934 or [mongerke@jmu.edu](mailto:mongerke@jmu.edu). You may also visit the website at: [www.jmu.edu/centennialcelebration/putupyourdukes.shtml](http://www.jmu.edu/centennialcelebration/putupyourdukes.shtml)*

## **“PUT UP YOUR DUKES” Dog Sponsorship Contract**

This agreement is between the NAME (“Sponsor”) and James Madison University (“JMU”) for the right to sponsor one Duke Dog statue in the “Put Up Your Dukes” project (hereafter, “project”).

### **Terms of Sponsorship**

Businesses, organizations or individuals may sponsor a Duke Dog statue for an advance payment of \$1,500. Payment is due on signing of the contract and should be made to James Madison University and sent to the JMU Centennial Office, MSC 7612, Alumnae Hall 106, James Madison University, Harrisonburg, VA 22807.

### **Marketing Rights**

Sponsor is authorized to use the design of Sponsor’s Duke Dog in marketing, promotion and public relations efforts for Sponsor’s private business or interests. Any use or display of the design and/or the Duke Dog must be family friendly and may not include political, sexual, religious or offensive uses or messages, or any uses or messages that are harmful or derogatory to JMU. Any such offensive use will constitute a material breach of this agreement, and the parties agree that specific performance of the following remedy will be the appropriate course for the parties:

Violations of this term will result in the revocation of this agreement and the forfeiture of the statue and all rights under this agreement to JMU. Sponsor agrees that the exercise of this option is at the sole discretion of JMU, and is not subject to challenge. Upon demand from JMU under this provision, Sponsor will immediately cease all use of the design, and will receive a refund of the sponsorship fee and immediately surrender the statue to JMU.

### **Name Recognition**

A sponsorship will be acknowledged on a map and website concerning the Duke Dog, prepared by JMU. The map and website will describe the name of the work and the artist. The map will give locations and directions for viewing the Duke Dog statues and will be available in many locations as a guide for residents and tourists visiting Harrisonburg. Sponsor will receive name recognition with a permanent plaque noting the sponsor’s name and title of statue. Sponsorship will also be noted on printed materials concerning the project, and the website for the project ([www.jmu.edu/centennialcelebration/putupyourdukes.shtml](http://www.jmu.edu/centennialcelebration/putupyourdukes.shtml)).

### **Ownership**

A payment of \$1,500 in advance will provide Sponsor with permanent ownership of the Duke Dog statue. The \$1,500 includes a \$400 stipend for the artist and all taxes. JMU will retain permanent ownership of all copyrights on the work.

### **Design**

Sponsors will have the opportunity to meet with an artist and commission the design to be submitted to the Committee for approval. Designs must be approved in advance by the Committee before any work is performed by the artist. Sponsors may select an artist or contact an artist from the list approved by the Committee. The artistic and creative work of the artist is a work for hire, and the artist will not retain any copyright ownership in the work.

Designs must be appropriate for family viewing. Designs that include political, sexual, religious, offensive, or commercial messages, or messages that are harmful or derogatory to JMU, are not acceptable and will not be approved. The use of corporate logos for private or public entities other than JMU is prohibited.

### **Display**

Business and organizations agree to display their statues at least until March 15, 2008. Individual sponsors have the option of publicly displaying their statues. The Put Up Your Dukes Committee appointed by JMU will approve the public placement of any Duke Dog statues during the public exhibit. The location requested may be in or near the place of business of the sponsor or owner, and under certain circumstances may require local government approval.

Sponsors in the Harrisonburg-Rockingham County area agree to loan their statues to James Madison University for display on Saturday, March 15, at the New Century Banquet. Sponsors outside the Harrisonburg-Rockingham County area have the option of allowing their statues to be displayed at the banquet.

### **Taxes**

JMU makes no statements or warranties concerning the availability of tax benefits of this sponsorship agreement. The \$1,500 sponsorship fee includes all Virginia sales taxes.

### **Installation**

Sponsor will be responsible for arranging transportation and installation of Duke Dog statues at their display or private location. JMU will be responsible for transporting statues in the Harrisonburg-Rockingham County area to the New Century Banquet and for their return.

### **Copyright and Usage**

Ownership of any copyright or use of any likeness of any Duke Dog will reside with JMU. JMU will have the right to photograph, videotape or otherwise record images or descriptions of those Duke Dog statues created for the project. JMU retains all rights

