This publication implements Air Force Policy Directive (AFPD) 34-1, Air Force Services, and provides policy for operating an effective Commercial Sponsorship Program for morale, welfare and recreation programs at the installation, major command (MAJCOM), and Air Force Services Activity (AFSVA). In collaboration with the Chief of Air Force Reserve (AF/RE) and the Director of the Air National Guard (NGB/CF), the Deputy Chief of Staff for Manpower, Personnel, and Services (AF/A1) develops personnel policy for the Air Force Commercial Sponsorship and Sale of Advertising and applies to all Regular Air Force members, members of the Air Force Reserve Command, and members of the Air National Guard. This publication may be supplemented at any level; all MAJCOM level supplements must be approved by the Human Resource Management Strategic Board (HSB) prior to certification and approval. It defines unsolicited and solicited sponsorships, outlines the procedures for obtaining and implementing them, describes their limitations and benefits to morale, welfare and recreation programs, and establishes approval and reporting procedures. Additionally, it provides guidance for the purchasing and sale of Nonappropriated Fund (NAF) advertising. Refer recommended changes and questions about this publication to the publication owner using AF Form 847, Recommendation for Change of Publication; route AF Form 847s from the field through the appropriate functional chain of command. The authorities to waive wing/unit level requirements in this publication are identified with a Tier (“T-0, T-1, T-2, T-3”) number following the compliance statement. See AFI 33-360, Publications and Forms Management, for a description of the authorities associated with the Tier numbers. Submit requests for waivers through the chain of command to the appropriate Tier waiver approval authority, or alternately, to the requestors commander for non-tiered compliance items. Ensure all records created as a result of processes prescribed in this publication are maintained in accordance with Air Force Manual 33-

**SUMMARY OF CHANGES**

This document is substantially revised and must be completely reviewed. This revises delegations which are the result of the standup of Air Force Installation & Mission Support Center (AFIMSC). This revision also removes references to gifts and donations which are governed by AFI 34-201, *Use of Nonappropriated Funds (NAFs)*. The revision also updates changes to references throughout the document and other minor administrative changes.

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Chapter 1
OVERVIEW AND BACKGROUND

1.1. Commercial Sponsorship refers to the act of a civilian enterprise providing support to help finance or provide enhancements for morale, welfare and recreation elements of Services capabilities (activities, events, and POC programs), as defined by DoDI 1015.10, Military Morale, Welfare, and Recreation (MWR) Programs, in exchange for promotional consideration and access to the Air Force market for a limited period of time. Support may take the form of goods, cash, or services. Commercial sponsorship can either be unsolicited or solicited.

1.2. Programs over extended periods can be treated as events for sponsor support and recognition purposes; however, sponsor displays can only be authorized at specific events during the program. Sponsorship may support all Category C as described in AFI 65-106, Appropriated Fund Support of Morale, Welfare, and Recreation (MWR) and Nonappropriated Fund Instrumentalities (NAFIs), morale, welfare and recreation elements of Air Force Open Houses in accordance with AFI 10-1004 Conducting Air Force Open Houses, and MWR elements of wing events in accordance with DoDI 1015.10. Sponsorship may be used to create a morale, welfare and recreation program or event where funding did not previously exist. Category A and B Appropriated Fund (APF)-funded programs, as described in AFI 65-106, may accept sponsorship, provided the sponsorship:

1.2.1. Is for enhancement, expansion, or cost reduction for customers.
1.2.2. Is not used to offset standard appropriated fund authorized expenses.
1.2.3. Offsets costs that would otherwise be funded with nonappropriated funds or would remain unfunded. Morale, welfare and recreation events appropriate for commercial sponsorship do not include routine day-to-day morale, welfare and recreation management and overhead.

1.3. Gifts and donations are different from commercial sponsorship. Gifts and donations can be made by any individual or entity to an Air Force Morale, Welfare and Recreation fund. Donors or entities do not receive public recognition or favored treatment from any part of the DoD except as authorized in AFI 34-201, which also stipulates the appropriate approval authorities.

1.4. Commercial sponsorship is not authorized to support other sections within Force Support Squadron or other Air Force organizations, units. Also, commercial sponsorship is not authorized to support private organizations or unit unofficial activities (such as social funds). Finally, these official and unofficial entities are not authorized to partner with a morale, welfare and recreation program to gain access to sponsorship benefits. (T-0). **Note:** These organizations may accept gifts and donations (see AFI 51-601, Gifts to the Department of the Air Force, or AFI 34-201, as appropriate, for gifts or donations to Air Force nonappropriated fund instrumentality s). See AFI 34-223, Private Organizations (PO) Program, for additional guidance.
1.5. A sponsor may be given advertising in Force Support Squadron media sources at no cost, commensurate with the level of support, as part of the sponsorship agreement, provided the benefit is included in the agreement and it complies with procedures defined in paragraph 2.13. Sponsor ads may include prices of products or services.

1.6. Roles and Responsibilities.

1.6.1. Headquarters Air Force Director of Services (HQ USAF/A1S) will:
   1.6.1.1. Establish commercial sponsorship policy. (T-1)
   1.6.1.2. Review, approve, and/or disapprove requests for waivers to this instruction. (T-1)
   1.6.1.3. Review, approve, and/or disapprove commercial sponsorship plans for morale, welfare and recreation events at open houses and commercial sponsorship agreements for civilian aerial acts/displays in accordance with AFI 10-1004. (T-1)

1.6.2. Air Force Installation and Mission Support Center (AFIMSC) Commander will:
   1.6.2.1. Approve and/or disapprove sponsorship requests in support of installation morale, welfare and recreation programs and events, and the Air Force Central Morale, Welfare and Recreation Nonappropriated Fund Instrumentality in accordance with approval authorities designated in AFI 34-201. (T-1)

1.6.3. Air Force Services Activity (AFSVA) Commander will:
   1.6.3.1. Plan, organize, direct, and control the Department of Defense (DoD) Morale, Welfare and Recreation Commercial Sponsorship Program for the Air Force. (T-1)
   1.6.3.2. Approve and/or disapprove commercial sponsorship requests in support of installation morale, welfare and recreation programs and events, and the Air Force Central Morale, Welfare and Recreation nonappropriated fund instrumentality in accordance with approval authorities designated in AFI 34-201. (T-1)
   1.6.3.3. Review, approve and/or disapprove requests for corporate advertising as sponsor benefit for sponsors of Air Force Services Activity central programs. (T-1)
   1.6.3.4. Appoint commercial sponsorship program specialists in Air Force Services Activity Marketing for Air Force commercial sponsorship and advertising concerns. (T-1)
   1.6.3.5. Review, approve, and/or disapprove agreements for active displays of sponsor’s products such as test drives of cars or demonstrations of exercise equipment, etc. (T-1)

1.6.4. Headquarters Air Force Services Activity Strategic Marketing, Research and Analysis Division (AFSVA/SVK) will:
   1.6.4.1. Draft manual, periodic guidance, and plans for securing and applying commercial sponsorship and advertising Air Force-wide. (T-1)
   1.6.4.2. Review, coordinate, and forward commercial sponsorship agreements and offers of donations to the nonappropriated fund instrumentality in support of installation morale, welfare and recreation programs forwarded to the Air Force Services Activity to the appropriate acceptance authority. (T-1)
1.6.4.3. Develop sponsorship proposals, secure sponsorship support, and execute sponsorship benefits for Air Force Services Activity central programs. (T-1)

1.6.4.4. Maintain training curriculum for installation program managers. (T-1)

1.6.4.5. Monitor compliance with this instruction at installation levels. (T-1)

1.6.4.6. Maintain annual Office of Government Ethics Form 450, Confidential Financial Disclosure Report, for the Air Force Services Activity sponsorship program specialists as required by Legal Office Ethics Counselor. (T-1)

1.6.5. Installation Commanders will:

1.6.5.1. Control the commercial sponsorship program at the installation-level and approves and/or disapprove commercial sponsorship in support of installation morale, welfare and recreation programs and events in accordance with approval authorities designated in AFI 34-201. (T-1)

1.6.6. Force Support Squadron Commander/Director will:

1.6.6.1. Appoint a single point of contact (POC) within the Force Support Squadron Marketing Department for the installation-level sponsorship and advertising program (sample Appointment Letter at Attachment 5) (T-3) and ensures the Sponsorship point of contact completes the Air Force Services Activity provided Commercial Sponsorship training. (T-1)

1.6.6.2. Ensure commercial sponsorship program operates in a cost-effective and beneficial manner. (T-2)

1.6.6.3. Ensure Force Support Squadron morale, welfare and recreation programs and facility managers use sponsorships properly. (T-1)

1.6.6.4. Review and accept all sponsorships and donations within acceptance authority or forward as appropriate. (T-1)

1.6.6.5. Ensure Air Force-central programs, and commercial sponsorships and commercial advertising procured by the Air Force Services Activity are executed in accordance with guidance provided. (T-1)

1.6.7. Installation Commercial Sponsorship Point of Contact will:

1.6.7.1. Develop awareness of sponsorship and advertising opportunities among installation personnel and in the appropriate civilian sector. (T-3)

1.6.7.2. Develop a commercial sponsorship support plan for morale, welfare and recreation activities, events, or programs planned for an open house intended to enhance and/or offset nonappropriated fund budget requirements. (See AFI 10-1004) Commercial sponsorship is specifically authorized for civilian aerial, vintage military aircraft aerial acts, and static displays. (T-1)

1.6.7.3. Administer unsolicited and solicited sponsorships per Chapter 2, and reports results in accordance with paragraph 2.22 of this instruction. (T-1)

1.6.7.4. Create and manage commercial sponsorship agreements. (T-2)
1.6.7.5. Maintain annual Office of Government Ethics Form 450, as required by Legal Office Ethics Counselor. (T-1)

1.6.8. Legal Officers will review all commercial sponsorship agreements at their respective levels. (T-1)

1.6.9. Public Affairs (PA) Officers will facilitate recognition of sponsors in military media and commercial enterprise publications. Publications may present the facts of the event and mention sponsors by name in the story as permitted in DoDI 5120.4, *DoD Newspapers, Magazines, Guides and Installation Maps*. (T-1)

1.6.10. Supporting Contracting Officers:

1.6.10.1. Nonappropriated fund and appropriated fund contracting officers will coordinate on potential sponsors to ensure solicited or unsolicited offers are not accepted from suspended contractors and that these offers are not in conflict with existing contracts, memorandums of agreement or understanding, or other business agreements. (T-1) A list of suspended contractors is available at [www.sam.gov](http://www.sam.gov).

1.6.10.2. Nonappropriated fund contracting officer ensures each solicitation for sponsorship is properly filed by the commercial sponsorship program point of contact. (T-1)

1.6.11. Nonappropriated fund Accounting Offices (NAF AO): Record sponsorship transactions in accordance with AFI 34-209, *Nonappropriated Fund Financial Management and Accounting*. (T-1)

1.6.12. Army and Air Force Exchange Service (AAFES) General Managers review potential sponsors to ensure offers do not violate existing Army and Air Force Exchange Service business arrangements. (T-1)
Chapter 2

COMMERCIAL SPONSORSHIP

2.1. The Force Support Squadron generates awareness of commercial sponsorship opportunities for morale, welfare and recreation activities, events, and programs. Awareness includes brochures, leaflets, ads in newspapers and trade publications, sponsorship content on web sites, workshops and webcasts, or issuing public affairs-like news releases about the existence and availability of the program. Letters of a strictly nonspecific nature may also be sent to businesses as additional awareness to general advertisements.

2.1.1. Commercial sponsorship program materials may highlight the overall morale, welfare and recreation program or identify general activities such as bowling, golf, youth programs, and carnivals.

2.1.2. Materials may not refer to specific shows, events, or dates other than to depict examples of previous events. (T-1) If examples include previous sponsors, written permission from the sponsor must be obtained and any disclaimers included. (T-1)

2.1.3. Materials may not solicit sponsors, identify needs, or mention desired dollar amounts. (T-1)

2.2. General information on programs may be provided in installation overview briefings and reports to noncommercial elements of the civilian community (e.g., Chambers of Commerce, civic, and similar private organizations) covering a general range of installation functions, programs, accomplishments, etc.

2.2.1. Sponsorship representatives attending trade shows may use general displays and distribute nonspecific guides and fact sheets to participants and potential sponsors.

2.2.2. Commercial sponsorship points of contact may respond to inquiries by providing specific program needs and associated details.

2.2.3. Any other installation-initiated effort to elicit offers of commercial sponsorship is prohibited. (T-1)

2.3. Agreement Procedures. Initial proposals are submitted by potential sponsors.

2.3.1. Commercial sponsorship program point of contact will:

2.3.1.1. Prepare the commercial sponsorship agreement using the approved template at Attachment 2. Include appropriate optional clauses (provided in Attachment 2), and comprehensively list responsibilities of the sponsor and benefits provided by the nonappropriated fund instrumentality. (T-1) Changes to the template or optional clauses are authorized with prior approval by the installation judge advocate and Air Force Services Activity.

2.3.1.2. Contacts applicable Army and Air Force Exchange Service general manager and contracting offices to ensure the proposed offer does not conflict with any existing or pending contracts or other working agreements. (T-1) Offers must not be detrimental to business relationships between the military and existing civilian contractors. Memos for the record to document phone conversations or emails verifying coordination are accepted documentation.
2.3.1.3. Submit agreement to the servicing judge advocate to determine legal sufficiency. (T-1)

2.3.1.4. Ensure the agreement is signed by the nonappropriated fund instrumentality representative (commercial sponsorship point of contact) and the sponsor following judge advocate approval. (T-1)

2.3.1.5. Ensure the sponsor, commercial sponsorship point of contact, and the appropriate Air Force approval authority sign the agreement prior to providing sponsor recognition in support of the activity, event, or program. (T-1)

2.4. Sponsorship Agreement Parameters.

2.4.1. Sponsorship may only be accepted on behalf of the nonappropriated fund instrumentality to which it is offered. (T-1)

2.4.2. Original agreements are for a specific morale, welfare and recreation activity, event or program and may not exceed one year in duration. Annual renewals may not exceed five years. (T-1)

2.4.3. Sponsors may be granted right of first refusal for a subsequent year as an option for renewal. Rights are for the next one-year period and may not exceed the five year period stated in paragraph 2.4.2. (T-1) Renewals may or may not be exercised and are solely at the discretion of the nonappropriated fund instrumentality.

2.4.4. A Sponsorship agreement may be made with a commercial entity authorized by another commercial entity to act as its agent in arranging for commercial sponsorship via a power of attorney or agency agreement authorizing the agent to negotiate for and commit support for the morale, welfare and recreation elements of an activity, event or program.

2.5. Solicited Commercial Sponsorship Program. This program is the responsibility of the Commercial Sponsorship Program point of contact. The program is the only authorized process for soliciting support for approved activities, programs or events that can be defined as morale, welfare and recreation elements of a Force Support Squadron. The principle of DoD 5500.07-R, Joint Ethics Regulation (JER), apply to commercial sponsorship. Avoid any action that creates the appearance of soliciting gratuities for personal benefit, or obtaining commercial sponsorship from DoD contractors as a condition of doing business. Sponsorship agreements may not include any form of rebate, percentages of sales, or sales increases. (T-1) Sponsorship based on an amount of sponsor products sold cannot be accepted. (T-1)

2.5.1. Solicitation Process. Develop a plan for acquiring commercial sponsorship. The plan includes the enhancements or expenses being sought to support the activity, event or program, a promotional plan indicating recognition of sponsors, a list of prospective sponsors, and where the solicitation announcement should be placed. Coordinate with Public Affairs prior to posting the solicitation. (T-2)

2.5.2. Solicitation Announcement. Solicitations are part of the procurement process, which require they be done competitively and sent to the maximum number of potential sponsors in a specific product category (except alcohol, tobacco, and marijuana distribution related companies) after an initial solicitation announcement has been made. Take reasonable steps to inform the maximum number of potential sponsors by announcing solicitations in one or
more of the following: local newspapers, Chamber of Commerce newsletters, or other appropriate business community publications. (T-1)

2.5.2.1. Ensure solicitation announcements include the following statement: “This is a solicitation for commercial sponsorship by a Nonappropriated Fund Instrumentality of the United States Government. (T-1) It does not obligate appropriated funds or nonappropriated funds of the Government.”

2.5.2.2. Sponsorship may not be solicited from alcohol companies, marijuana distribution companies, and tobacco companies in accordance with AFI 40-102, Tobacco Free Living. (T-1) However, unsolicited sponsorship from them may be accepted from alcohol related companies when approved by the commanding authority (i.e., the commanding authority at the installation would be the installation commander, at Joint Base it would be the Supporting Component Commander, at Air Force Installation and Mission Support it would be the commander, etc.).

2.5.2.2.1. If alcohol is being purchased for an event, an offer to provide in-kind or financial support from the vendor may only be accepted after contract negotiations have closed. (T-1)

2.5.2.3. Ensure solicitation announcements for multiple events communicate that potential sponsors must make separate offers for each event or make clear in a single offer the details for each event.

2.5.3. Solicitation packages include: a cover letter stating objective synopsis of the enclosed information, an executive summary detailing the base mission, relevant population, and economic impact, the activity, event or program overview, sponsorship benefits, sponsorship sought, sponsorship rate associated with providing needs, point of contact information, deadline(s) for response, and a blank commercial sponsorship agreement.

2.5.4. Responses to Solicitations: Evaluate prospective sponsors' proposals on a best-value basis.

2.5.4.1. With installation commander approval, offers from alcohol companies may be accepted as unsolicited offers. (T-1)

2.5.5. Agreement Procedures: The commercial sponsorship point of contact prepares a commercial sponsorship agreement according to the agreed upon negotiated details and proceeds with the steps outlined in para 2.3.1.1 - 2.3.1.5.

2.5.6. Automobile Sponsorships at OCONUS bases are authorized for only brief periods of time (not to exceed 10 days) for foreign name-plate cars or motorcycles (Non-U.S. brands or makes), per DoDI 1015.10. (T-0)

2.6. Unsolicited Commercial Sponsorship. Unsolicited commercial sponsorship offers are initiated by the prospective sponsors or their representatives. Air Force personnel may provide information about specific needs of the Force Support Squadron morale, welfare and recreation program upon request, but must not solicit offers of assistance. (T-1)

2.7. Sponsorship Recognition Guidelines.

2.7.1. Ensure event publicity, programs, and promotional materials adhere to the following guidelines:
2.7.1.1. A sponsor may be acknowledged in an event title as long as it’s clear that the event is being provided by the Force Support Squadron, the installation or the Air Force, e.g., “XYZ Air Force Base and ABC Corp., present”, or, “The Firecracker 5K, sponsored in part by ABC Corp.” Sponsors may not be so recognized in the event title of Air Force Open Houses. (T-1)

2.7.1.2. All media and/or promotional materials mentioning the event and the sponsor name and or logo together require the official disclaimer, “No Federal endorsement of sponsor intended,” unless stated elsewhere in this AFI. (T-1) As a limited exception, a single banner bearing the disclaimer may be used in lieu of disclaimers on each individual banner where all such banners are displayed in a clustered area.

2.7.1.3. Alcohol company/manufacturer sponsors must also provide a “responsible use” campaign logo/message to be included in all promotional materials and in banner form at the event site. (T-1)

2.7.2. Titles of individual acts in an entertainment program may name a sponsor (e.g., “ABC Music Presents Dancing with Rhythm”) as a segment of a larger event. (T-1)

2.7.3. If public address sponsor identifications are provided at an event, there must be a prominent verbal disclaimer after the recognition is made, or there must be prominently displayed disclaimers or printed event handouts with the appropriate disclaimers. (T-1)

2.7.4. Sponsorship Recognition in Force Support Squadron Promotional Materials/Mediums.

2.7.4.1. Tie all sponsor recognition to a morale, welfare and recreation activity, event, or program. Post-event recognition will be limited to “Thank you for your support” in advertisements, monthly publications, web sites, etc. (T-1) Recognition for sponsors at places or times that are unrelated to the activity, event or program is prohibited. (T-1)

2.7.4.2. Sponsorship recognition is limited to the sponsor’s name, logo, and/or a brief slogan. Event/program materials providing sponsor recognition may be displayed in appropriate Force Support Squadron facilities. (T-1) Materials may also be displayed in Army and Air Force Exchange Service, Defense Commissary Agency, and other appropriate on-installation locations with the approval and coordination of Army and Air Force Exchange Service, Defense Commissary Agency, or other appropriate officials. The display time for such materials is determined by the length of the event, program, or activity, the value of sponsorship, and the judgment of the entities. (T-1)

2.7.4.3. Sponsors may provide event posters and banners identifying the sponsor or its products or services. While all commercial sponsorship signs, banners, etc., require disclaimers, normal concession type stands and distribution equipment used by the commercial sponsor do not need disclaimers when they identify the sponsor or its products. (e.g., “Brand X Cola” on the dispenser for cola products). (T-1)

2.7.4.4. Commercial sponsors may be recognized on nonappropriated fund funded web sites and social media platforms. Recognition must be limited to dedicated event pages promoting event and a sponsorship opportunities page. (T-1) In accordance with AFI 35-107, Public Web and Social Communication, use the approved exit notice when linking to a sponsor’s site, “The appearance of hyperlinks does not constitute endorsement by the U.S. Air Force of non-U.S. Government sites or the information, products, or services
contained therein. Although the U.S. Air Force may or may not use these sites as additional distribution channels for Department of Defense information, it does not exercise editorial control over all of the information that you may find at these locations. Such links are provided consistent with the stated purpose of this website.”

2.7.4.5. A sponsor may be given advertising in nonappropriated fund funded Force Support Squadron media as a benefit equal to the benefits being provided. Those interested in long term advertising may purchase advertising following the process prescribed in Chapter 3 of this AFI. When providing ad space as a benefit of sponsorship, it must include a “No Federal Endorsement of Advertiser” disclaimer associated with the ad space.” (T-1)

2.8. Merchandising and Promotions. With the advance written approval of the installation commander, sponsors providing support for a morale, welfare and recreation event open to the general public in accordance with AFI 34-101, Air Force Morale, Welfare, and Recreation (MWR) Programs and Use Eligibility, may place materials promoting the event and recognizing their sponsorship in local civilian retail outlets or in the local media. Ensure promotional materials and/or displays include prominent disclaimers. The following must be included in the written approval:

2.8.1. State the specific time for which the promotion may be executed. (T-1)

2.8.2. Attach materials (or photos of materials) approved for display or promotion. (T-1)

2.8.3. Include a statement that an installation public affairs officer must review and the installation commander must approve any sponsor communications that mention its support in its internal communications, in an ad or a press release. For Air Force Services Activity programs, approval is Air Force Services Activity Commander. (T-1)

2.8.4. Include a statement that all promotional merchandise (ex., rally towels, apparel, key chains) co-branded with the Sponsor’s logo and any logo(s) from a DoD element must be purchased through a vendor licensed to manufacture military logos. A list of licensed vendors can be provided through the trademark licensing office of each military branch. (T-1) The office POCs can be found at https://www.defense.gov/Resources/Trademarks/


2.9.1. Sponsors may conduct promotions (such as sales or distribution of coupons) under the Commercial Sponsorship Program in installation exchanges and commissaries (subject to the agreement of Army and Air Force Exchange Service and/or Defense Commissary Agency) if the sponsors provide benefits from the promotion or additional financial or in-kind support to the morale, welfare and recreation program as part of the sponsorship.

2.9.2. Materials used in such promotions may name the sponsor in accordance with normal procedures and require the approved disclaimer. (T-1)

2.9.3. Sponsor products/services may be sold in Defense Commissary Agency, Army and Air Force Exchange Service, or other authorized resale locations. However, agreements for resale in locations other than those belonging to Force Support Squadron morale, welfare and recreation facilities are made separate from a commercial sponsorship agreement.
2.10. On-Site Displays, Booths and Activations.

2.10.1. The Air Force permits passive displays of sponsor’s product and sampling in booths and designated locations as a benefit of sponsorship. Sponsors may demonstrate and explain their products, but selling is not authorized. The sponsor will bear the cost of displays and booth activities. (T-1) Agreements for active displays of sponsor’s products such as test drives of cars or demonstrations of exercise equipment, etc. must be approved by the AFSVA/CC in accordance with para 1.6.3.5. (T-1)

2.10.2. Sponsors may distribute information, product samples (except alcoholic beverages and tobacco products), and promotional giveaways valued at less than $20 each per family, directly to event attendees, in accordance with DoD 5500.07-R. (T-0) The sponsor must officially tender items worth $20 or more to a nonappropriated fund instrumentality, as a gift to the Air Force in accordance with AFI 34-201, which can distribute the items to Airmen. (T-1)

2.10.3. Signing up for additional information on a product or service for purchase consideration requires the Sponsor to include an “opt-in consent statement” on the signup form, giving express permission to allow a Sponsor to send a merchandise, information, or more messages. (T-1)

2.10.4. Disclaimers are not required on promotional items that do not reference the event or DoD elements; however, a sponsor booth/area requires a prominently displayed disclaimer. (T-1) Items that include any reference to the event and/or DoD are required to have a disclaimer. (T-1)

2.10.4.1. If the sponsor products include Air Force logos, the use and display of logos must adhere to the display guidelines found in AFI 35-114, Air Force Branding and Trademark Licensing Program. (T-1)

2.10.5. Distribution of promotional materials as a benefit of sponsorship is not to be confused with commercial advertising brochures which may be made available by commercial vendors for casual pick-up at certain on-installation locations designated by the installation commander per AFI 36-2925, Personal Commercial Solicitation on Air Force Installations. Requests to distribute will be based on local procedures as prescribed in AFI 36-2925.

2.10.6. Hospitality tents whereby a commercial concern, group, or individual may entertain select guests cannot be provided as a sponsor benefit; however, a sponsor may rent a tent, if reasonably available. (T-1) Hospitality tents for open houses must also adhere to the provisions outlined in AFI 10-1004.

2.10.7. Force Support Squadron morale, welfare and recreation staff may sell sponsor products if they are provided as part of a sponsorship agreement connected with the event and the products involved are those the Force Support Squadron morale, welfare and recreation activity or program would normally sell (e.g., beverages, snacks, etc.).

2.10.8. Fundraising for a charitable cause (even to support Air Force programs and operations) is not an authorized benefit of sponsorship. (See AFI 36-3101, Fundraising within the Air Force.) (T-1)
2.11. Prize Registration

2.11.1. Sponsors may conduct registration for a prize drawing valued at less than $20 at their booth. Prizes valued at more than $20 must be coordinated with the servicing legal office to ensure the opportunity to participate in the drawing was open to all government or military personnel. (T-1) Signing up for drawings that capture personal information must include an opt-out option, meaning the individual desires no further contact from the Sponsor. (T-1) Sponsors must limit the amount of personal information collected to only the minimal amount needed to contact the individual and will not include requests for social security numbers. (T-1) If the registrant elects to opt-out, the individual must still be eligible for the prize. (T-1)

2.11.2. Ensure Air Force personnel refrain from actions or statements appearing to endorse a sponsor or the product demonstrated, displayed, or won as a prize. Limited ceremonial sponsor recognition by commanders and their representatives is permitted. Ceremonial recognition is verbal acknowledgment of sponsor support at the event involved. Sponsors may participate in ribbon cutting or prize awarding activities and photo opportunities.

2.11.3. When the Force Support Squadron morale, welfare and recreation nonappropriated fund instrumentality awards a prize valued at $600 or more, Internal Revenue Service (IRS) reporting is required. (T-0) Instructions for the Internal Revenue Service reporting are included in the Financial Management Training Aid NA-41, Commercial Sponsorship Accounting Instructions, available on the Air Force Services Activity Portal.

2.12. When official sports team uniforms are provided as the result of a commercial sponsorship agreement and identifies the Air Force, a specific activity, event, or program, they may also identify the sponsor or its products with one of the following provisions: 1) An announcer reads the official disclaimer to the audience at least once during any sporting event where the players wear such uniforms, or 2) the activity posts the disclaimer on conspicuous signs or includes it on printed handouts, or 3) the uniform is printed with a message such as, “XYZ Salutes Air Force Sports.” Conversely, “XYZ Military Team” would not be acceptable. (T-1)

2.13. Exclusivity.

2.13.1. Exclusivity means limiting of sponsorship support to only one company for a particular product category, i.e., soft drink, airline, telecommunications, etc. A sponsor may be granted exclusive commercial sponsorship rights for a particular event or for a product category when such exclusivity is consistent with the solicitation issued and is beneficial to both parties in an unsolicited sponsorship.

2.13.2. Exclusivity also applies to certain commercial concerns which have current business arrangements with Army and Air Force Exchange Service and/or Force Support Squadron or other Air Force entities. Commercial concerns include, but are not limited to, contracted banks and credit unions, academic institutions, telecommunication companies such as: internet service providers (ISPs), cable companies, cell phone providers, and leisure travel services. Exclusivity also applies to companies with products in the Air Force Services Activity Essential Products Program, e.g., coffee, various paper products, etc. Check with installation appropriated fund and nonappropriated fund contracting and with Army and Air Force Exchange Service to identify any conflicts of interest with sponsorship proposals from
these categories of companies/products prior to drawing up a commercial sponsorship agreement. In any case where doubt exists, forward proposals to Air Force Services Activity for guidance.

2.13.3. Off-base financial institutions are not permitted to distribute competitive financial literature or forms on the installation if there is an on-base financial institution (bank or credit union), in accordance with AFPD 65-1, Management of Financial Services. (T-1) An on-installation financial institution (bank/credit union) declining an opportunity to sponsor a program does not authorize Force Support Squadron to seek or accept sponsorship from an off-installation financial services provider. However, financial institutions which also provide other products/services are authorized to sponsor morale, welfare and recreation programs providing their marketing and advertising is limited to products/services which do not compete with financial services provided by any on-installation financial institutions. Include appropriate optional clauses in the Commercial Sponsorship Agreement provided at Attachment 2. A commercial sponsorship agreement with an off-installation financial institution is not often possible. Contact Air Force Services Activity for additional information.

2.13.4. Academic Institutions (AIs) with a Memorandum of Understanding (MOU) may conduct the business required to assist their students with pursuit of an education goal, to include commercial solicitation, in accordance with AFI 36-2928, Personal Commercial Solicitation on Air Force Installations. (T-1) AIs without a Memorandum of Understanding may not engage in personal solicitations or display competitive literature on the installation without the express written permission of the installation commander. (T-1) A commercial sponsorship agreement with an off-installation AI is not often possible. Contact Air Force Services Activity for additional information.


2.14.1. Sponsors may not be provided “official” product or service status (e.g., the “official soft drink” of an event). (T-1) If the Sponsor has a current commercial sponsorship agreement, the Sponsor may claim to be “an official sponsor” of an event. If the Sponsor has contractual exclusivity rights per paragraph 2.13., the Sponsor may claim to be “the exclusive provider of XX at the event”.

2.14.2. Any other reference implying Federal endorsement is prohibited. (T-1)

2.14.3. Do not allow the use of the Air Force insignia, the initials “USAF,” the Air Force seal, the Air Force emblem, the Force Support Squadron logo, Air Force Services logos, or any other reference to any part of the Federal Government as an incidental benefit to commercial sponsorship of an event, unless pursuant to a co-sponsorship agreement per DoD 5500.07-R, section 3-206. (T-1) The use and display of Air Force trademarks adhere to the display guidelines found in AFI 35-114. Refer sponsors interested in the use of the Air Force logos to the Air Force Branding and Trademark Licensing Office. http://www.trademark.af.mil

2.15. The sponsor must certify , as stated in the commercial sponsorship agreement, that it will not charge any part of the Federal Government for its costs of providing sponsorship. (T-1)
2.16. Ownership.

2.16.1. Use of a sponsor’s or donor’s property such as scoreboards, jumbotrons, and similar items which would enhance an event may be relinquished to a nonappropriated fund instrumentality for specific periods of temporary use. These same items may be transferred to the nonappropriated fund instrumentality permanently if the sponsor or donor relinquishes all ownership rights and so states in the commercial sponsorship agreement or offer letter. Ensure the sponsor identification and disclaimer is of a size which is readable in the immediate area. Ensure removing the identification will not deface the item when it becomes the property of the nonappropriated fund instrumentality following the term of the agreement. (T-1)

2.16.2. If a sponsor offers property as a prize, the sponsor or other owner may maintain possession and ownership of the property pending an actual win or other qualifying action (such as a hole-in-one at a golf tournament or similar event).

2.16.3. In any such case, the nonappropriated fund instrumentality must have the sponsor’s or owner’s written agreement to relinquish ownership rights to the property in the event of a win or qualifying action. (T-1)

2.17. Media

2.17.1. A commercial sponsorship agreement which includes sponsor-provided electronic or print ads informing the public of an event open to the public may be approved at the installation Public Affairs and commander level. Ensure media coverage is outlined in sufficient detail for the approval authority to know the nature and appropriateness of the media coverage. Attach the media outline to the sponsor agreement when it is presented for approval. A radio or TV station may do a series of live spots such as onsite interviews or brief vignettes from the event for the sole purpose of informing the public; such spots do not require broadcast rights.

2.17.2. Agreements concerning television and radio broadcast rights to morale, welfare and recreation events, and pre-event publicity related thereto, must be coordinated with the Secretary of the Air Force Office of Public Affairs (SAF/PA) through appropriate installation, Air Force Installation and Mission Support, AF/A1S and Public Affairs channels. (T-1)

2.17.3. Morale, welfare and recreation programs must coordinate the assignment or sale of television, movie, video, or radio rights with the Assistant Secretary of Defense for Public Affairs (OASD/PA) for inter-service events and SAF/PA for Air Force events. (T-1)

2.17.4. OASD/PA approval is required when a sponsor wants to record or broadcast a morale, welfare and recreation event for its entertainment value. (T-1) Examples would be the Air Force Boxing competition or an entertainment performance being broadcast in contrast to normal media coverage of a newsworthy event. If a sponsor or station wants to record or broadcast the event for the entertainment value (and possibly profit from the broadcast of the event), ensure broadcast rights are obtained as outlined. Submit all requests requiring approval by higher headquarters as defined in para 2.17.2., 2.17.3 and 2.17.4. through Air Force Services Activity.
2.18. Determining Sponsorship Values. Provide benefits to a sponsor commensurate with the budget off-set or enhancement provided to the morale, welfare and recreation fund (i.e., assess the value of in-kind advertising by standard rate tables or a golf course hole-in-one prize equal to the cost of hole-in-one insurance). (T-1)

2.19. Authority to Advertise. Guidance for the purchase of advertising is provided in AFI 34-104, Services Marketing and Publicity Program. In-kind advertising and funds designated for advertising provided as commercial sponsorship may be used.


2.20.1. If monetary support for sponsorship is made by check, ensure the check is made payable to the installation Morale, Welfare and Recreation Fund. If monetary support is made by credit card or electronic transfers, use the procedures for these processes that are currently in place.

2.20.2. For capital assets, the sponsor must submit a letter transferring ownership to the nonappropriated fund instrumentality. (T-1) Expendable equipment, supplies, resale inventory, and prizes require documentation of their fair market value (FMV) indicated in the Commercial Sponsorship Agreement. These items may be distributed by the nonappropriated fund instrumentality to customers as prizes, premiums, awards, etc.

2.20.3. A sponsor may give items costing $20 or less per family directly to customers. Sponsors may not give cash gifts. (T-1) Store gift cards may be given, however universal use gift cards are considered a cash equivalent and are prohibited. (T-1)

2.21. Installation commanders must ensure commercial concerns which do not sponsor an event are not treated with disfavor and suffer no form of reprisal. (T-1)

2.22. Record Keeping and Reporting.

2.22.1. The installation commercial sponsorship point of contact must maintain sponsorship agreements in accordance with the Air Force Records Disposition Schedule (RDS). (T-1)

2.22.2. The audit trail for reporting all commercial sponsorship, donations to the nonappropriated fund instrumentality and sale of advertising is accomplished in the Commercial Sponsorship Management Software (CSMS) on the Services Agency Information System (SAIS) at https://sais.afsv.net/SAIS.

2.22.2.1. Divide categories of support (cash, merchandise or in-kind services) into budget off-set and/or event enhancements. Event enhancements are items that were not budgeted for in the event plan. Summarize all support in the “Notes” section. Use the gifts and donations block to record tickets, cash and gifts, or services offered to the nonappropriated fund instrumentality and accepted through the formal donation acceptance process.

2.22.2.2. The Installation commercial sponsorship point of contact must enter records in CSMS for review by Air Force Services Activity or higher headquarters quarterly on the calendar year. (T-1)
Chapter 3

AUTHORITY TO SELL ADVERTISING.

3.1. With installation commander approval, a Force Support Squadron nonappropriated fund instrumentality may sell space for commercial advertising in any media form produced for or by them (i.e., morale, welfare and recreation) and funded by nonappropriated funds. The media forms may include publications, printed or electronic signs, and web sites as these web sites target bona fide users and not the general public. Nonappropriated fund instrumentality media is bound by the same standards of propriety which apply to Commercial Enterprise Publications (CEPs).

3.1.1. Do not duplicate or compete with existing Commercial Enterprise Publications (e.g., installation papers, guides, maps, etc.). (T-1)

3.1.2. Advertising sales will be coordinated with appropriate Army and Air Force Exchange Service and servicing contracting office personnel to ensure that existing Army and Air Force Exchange Service or appropriated fund business agreements are not compromised. (T-1)

3.1.3. The sale of advertising on social media platforms requires express consent from the social media provider. (T-1)

3.1.4. Advertising in nonappropriated fund instrumentality funded media is based on reaching bona fide users in accordance with established patronage policies. Do not distribute print media off the installation except in mailings to authorized customers. Mailings are authorized only to patrons who have requested (agreed) to receive them. (T-1)

3.2. Establishing an Advertising Program. The proposal to establish an advertising program will include benefits, a media inventory, rates, and targeted advertisers. Obtain Public Affairs approval and forward to the installation commander for approval. (T-1)

3.3. Publicize Advertising Opportunities. Place a notice in local media or other appropriate channels announcing the availability of advertising opportunities. Letters to individual businesses or other prospects may be sent with installation commander approval. (T-2)

3.4. Advertising Standards.

3.4.1. Ensure the percentage of total advertising space versus Force Support Squadron information space in print and non-print media does not exceed 40 percent. The percentage of total advertising space versus Force Support Squadron information as it pertains to banner/signage sales is 3-to-1 (i.e., one (1) Force Support Squadron banner displayed for every three (3) banners/signs ‘sold’). (T-1)

3.4.2. Ensure each advertisement includes the approved disclaimer, “Paid Advertisement. No Federal endorsement of advertiser(s) intended.” If the advertiser is another Federal entity (i.e., Army and Air Force Exchange Service), the approved disclaimer is, “Paid Advertisement.” If multiple advertisements are grouped on one page of the print media, one prominent disclaimer is sufficient. Ensure disclaimers are one half the ad text size. Ensure ads on Force Support Squadron websites with an external link to an advertiser’s site includes the approved exit notice referenced in paragraph 2.7.4.4. of this AFI. (T-1)
3.4.3. Pop-up ads are not permitted on web sites. (T-1)

3.4.4. Document terms of the agreement using the Advertising Purchase agreement at Attachment 3. (T-1)

3.4.5. Commercial advertising is prohibited on Armed Forces Radio and Television Service (AFRTS), American Forces Network (AFN), local commander’s channels, or any appropriated fund electronic or other media. Recognition of sponsors under the Commercial Sponsorship Program is allowed but limited to name recognition. (T-1)

3.5. Installation Standards. Ensure Force Support Squadron advertising and outdoor displays (e.g., fence signs, electronic billboards, or scoreboards) comply with Unified Facilities Criteria (UFC) 3-120-01 Design - Sign Standards, (available through your local civil engineering office) and installation signage standards along with other applicable civil engineer design, safety, and engineering standards. Morale, welfare, and recreation advertisements must not be permanently affixed to real property. Installation commander approval should also be obtained, prior to displaying outside advertising. Ensure advertising on walls, fences, etc., are uniform in size and in proportion to the area intended for display. Ensure morale, welfare and recreation is visibly identifiable throughout any advertising presence. (T-1)

3.6. Ethical Standards. Advertising may not promote products, use of products, or behavior which has an adverse effect on successful Air Force mission performance and preservation of loyalty, morale, and discipline. Alcohol and tobacco products advertising are prohibited. Advertising will not contain anything illegal or contrary to DoD or Air Force instructions (e.g., discrimination race, color, religion, national origin, sex (including pregnancy, gender identity, and sexual orientation), age, genetic information, disability, endorsement of political positions, or gambling). Do not accept advertising from any establishments placed “off limits” by installation commanders or local Armed Forces Disciplinary Control Board, in accordance with AFJI 31-213, Armed Forces Disciplinary Control Boards And Off-Installation Liaison And Operations. (T-1)

3.7. Truth in Lending. Comply with 15 U.S.C. Chapter 41 and applicable State “truth in lending” statutes. Consult with the local Staff Judge Advocate. (T-1)


3.8.1. Activity programs and the morale, welfare and recreation fund may benefit from an advertising platform (e.g., scoring system, flat panel monitor, kiosk, etc., or the rights to display space in an Force Support Squadron morale, welfare and recreation facility). To initiate a venture, the activity must coordinate with their local nonappropriated fund Contracting Office to ensure all interested vendors have an opportunity to provide a proposal. Agreements for such ventures are executed by nonappropriated fund contracting. (T-1)

3.8.2. Ensure unsolicited offers to provide an advertising platform, in exchange for rights to ad sales or offer to display in a Force Support Squadron morale, welfare and recreation facility or program, are noted as such in an official memo for record (MR). Offers may be negotiated to comply with advertising standards and accepted. Ensure agreements include morale, recreation, and welfare rights to: retain 60% of the ad space for morale, welfare and recreation messaging and allow for sponsor recognition at appropriate times. Agreements may be written to include a percentage of sales. (T-1)
3.8.3. Marketing provides oversight with regard to ad specifications, percentage of messaging, approval of all ad content to include disclaimers prior to completion of sale and posting. The Activity Manager ensures location, installation, and maintenance. (T-3)


3.9.1. Voluntarily initiated media such as discount coupon booklets and golf score cards, which are developed and offered free of charge by commercial concerns, may be accepted by Force Support Squadron for morale, welfare and recreation activities provided:

3.9.2. Media is developed by the commercial concern entirely, with no input or assistance (except providing information for golf course diagram, etc.), or endorsements from Force Support Squadron morale, welfare and recreation personnel. Air Force personnel will not write letters of introduction or otherwise endorse agents or brokers who market to commercial businesses such advertising space. (T-1) Air Force personnel may send letters of acceptance, but vendors are not allowed to use those letters as endorsements or to introduce prospective advertisers. (T-1)

3.9.3. Ensure that the only commitment made to commercial concerns is that the free media items they distribute to the installation or activity are available only for casual pick-up. Also, advise these commercial concerns that the installation or activity may allow other businesses to provide similar services.

3.9.4. Items must include a disclaimer stating, “Not printed at government expense. No Federal endorsement of advertiser(s) intended.” (T-1)

3.9.5. Free issue items such as golf score cards and activity calendars may mention Force Support Squadron morale, welfare and recreation activities because they are used primarily on or at the activity receiving them. These free issue items may be made available for casual pick up on installations, but they are primarily for use at off-installation establishments; therefore, advertising by Force Support Squadrons is not permitted. Free issue items and/or coupon books may not include Air Force or morale, welfare and recreations terminology, such as “XYZ Air Force Base Military Community Savings Cards. Free issue or discount coupon books made available on the installation must not advertise competitors of Force Support Squadron morale, welfare and recreation and Army and Air Force Exchange Service resale activities. (T-1)

SHON J. MANASCO
Assistant Secretary (Manpower and Reserve Affairs)
Attachment 1

GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION

References
AFI 10-1004, Conducting Air Force Open Houses, 18 February 2010
AFJI 31-213, Armed Forces Disciplinary Control Boards And Off-Installation Liaison And Operations, 27 July 2006
AFI 34-104, Services Marketing and Publicity Program, 8 March 2012
AFI 34-201, Use of Nonappropriated Funds (NAFs), 17 June 2002
AFI 34-209, Nonappropriated Fund Financial Management and Accounting, 10 January 2005
AFI 34-223, Private Organizations (PO) Program, 8 March 2007
AFI 35-107, Public Web and Social Communication, 15 March 2017
AFI 35-114, Air Force Branding and Trademark Licensing Program, 26 March 2015
AFI 36-2925, Personal Commercial Solicitation on Air Force Installations, 28 August 2013
AFI 36-3101, Fundraising within the Air Force, 12 July 2002
AFI 40-102, Tobacco Free Living, 4 March 2015
AFI 51-601, Gifts to the Department of the Air Force, 26 November 2003
AFI 65-106, Appropriated Fund Support of Morale, Welfare, and Recreation (MWR) and Nonappropriated Fund Instrumentalities (NAFIs), 6 May 2009
AFMAN 33-363, Management of Records, 1 March 2008
AFPD 34-1, Air Force Services, 2 November 2012
AFPD 65-1, Management of Financial Services, 1 July 1996
UFC 3-120-01, Air Force Sign Standard, 1 March 2014
DoDI 1015.10, Military Morale, Welfare, and Recreation (MWR) Programs, 6 July 2009
DoDI 5120.4, DoD Newspapers, Magazines, Guides and Installation Maps, 17 March 2015
DoD 5500.07-R, Joint Ethics Regulation (JER), August 1993

Prescribed Forms
None

Adopted Forms
AF Form 847, Recommendation for Change of Publication
Office of Government Ethics (OGE) Form 450, Confidential Financial Disclosure Report

Terms

Cash or In-Kind Support—Cash or products or services, which directly save or offset the original planned and budgeted expenses for an event. The Commercial Sponsorship Program permits recognition of sponsor cash or in-kind support.

Commercial Sponsorship—Commercial Sponsorship is the act of providing assistance, funding, goods, equipment or services to support morale, welfare and recreation activities, events or programs, by an individual, company or other entity (group) for a specific limited time period, in return for sponsor benefits, such as, but not limited to: public recognition, advertising, product sampling, and access to event attendees.

Right of First Refusal—A contractual agreement allowing a sponsor the right to sponsor the same activity, event or program for the subsequent year according to the terms specified by the Force Support Squadron. If the sponsor declines to exercise the option, other sponsorship offers may be accepted.

Gifts and Donations—Gifts and donations, governed by AFI 34-201 are different from commercial sponsorship. Gifts and donations can be made by any individual or entity to any Air Force nonappropriated fund instrumentality. Donors do not receive public recognition or favored treatment from any part of the DoD except as authorized in AFI 34-201.

Open Houses—Open houses are primarily public affairs community relations programs designed to educate the public about the military mission of the Air Force and the installation. Open houses should not be confused with a Force Support Squadron activities, events, or programs that are approved to include members of the general public in accordance with AFI 34-101, Table A2.2, priority 24 & 25. Force Support Squadrons may use nonappropriated fund resources including commercial sponsorship to help fund recreational events/activities and entertainment held in conjunction with the open house. Details are provided for in AFI 10-1004, Chapter 5, Services and Funding Source Guide, Attachment 4.

Passive Displays—Sponsor product displays at an event or other location in conjunction with a sponsored event during the event. These displays may include product demonstrations and informational brochures for participant examination and pick-up. Sponsor representatives may be present at displays, hand out materials, and sign up participants for additional information or free services, provided there is no active selling, discriminatory registering, and/or awarding of free prizes, or any other financial transactions. An ‘opt-in’ provision must be included in the registration form to allow people to accept or decline receiving more materials from the sponsor.

Private Organizations—Private organizations are self-sustaining, special interest groups set up by people acting exclusively outside the scope of any official capacity as officers, employees, or agents of the federal government.

Product Category Exclusivity—Limiting sponsors in various product categories (e.g., one soft drink, one airline, etc.).

Solicitation—The formal request for offers of sponsorship that is mailed to potential sponsors. It eventually becomes the basis for the agreement between the sponsor and the applicable Air Force nonappropriated fund instrumentality. The solicitation is reviewed by nonappropriated fund contracting office and resulting agreement is reviewed by legal prior to final acceptance.
**Solicited Sponsorship**—Where the Air Force publishes a notice of sponsorship opportunities for a specific event intended to reach the appropriate business market, prepares and disseminates a formal solicitation and then negotiates with responding potential sponsors (e.g., Air Force Services Activity -solicited sponsorship for central programs).

**Sponsor Recognition**—The reproducing of the sponsor(s) name or logos and themes on morale, welfare and recreation event promotional materials. Disclaimers are mandatory.

**Unsolicited Sponsorship**—Where the sponsor makes the first contact and offers sponsorship based on general knowledge, word-of-mouth, or third-party reference as to the availability of a morale, welfare and recreation event and the opportunity to sponsor same.
Attachment 2

STANDARD COMMERCIAL SPONSORSHIP AGREEMENT

Figure A2.1. Standard Commercial Sponsorship Agreement.

**Sponsorship Agreement # _____**

1. This is a commercial sponsorship agreement describing the responsibilities of the participants for sponsorship support and recognition between the Morale, Welfare and Recreation (MWR) Fund at _________________, a nonappropriated fund instrumentality (NAFI) of the Air Force, and the sponsor identified below.

2. The above-named nonappropriated fund instrumentality plans to conduct

__________________________

at ____________________________

__________________________ on ________________.

3. The activity responsible for inspection and acceptance of the sponsorship provided under this agreement is

________________________________________________________________

________________________________________________________________.

4. The sponsor and person representing the sponsor are as follows:
(Sponsor company name, and contact information) ______________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

5. Sponsor will provide financial and/or in-kind sponsorship support for the activity, event, or program and receive recognition and limited advertising privileges prior to and during this event. The sponsor will furnish the following at the dollar values indicated to the nonappropriated fund instrumentality under the terms and conditions of this agreement:

________________________________________________________________

________________________________________________________________

________________________________________________________________

6. The terms of this agreement are in effect from ____________ to ____________.

7. The nonappropriated fund instrumentality will provide the following recognition, advertising, and other benefits to/for the sponsor:

________________________________________________________________

________________________________________________________________

________________________________________________________________
8. Total value of the sponsorship is __________. Sponsor will make any checks payable to, and deliver them and any in-kind sponsorship to, the nonappropriated fund instrumentality by _______ at ____________________.

9. Terms of Understanding. Additional terms of this agreement are outlined below and the parties, by their signatures, certify their understanding and agreement to the following:

a. The sponsor will relinquish all ownership rights to any cash or other property provided (unless there are no-cost lease provisions noted in paragraph 5) and will not charge any costs of sponsorship to any part of the Federal Government. Sponsorship provided is for the activity, event, or program sponsored; however, the sponsor agrees any cash or property left over may be redirected to other programs as determined by the ______________________________ (e.g., Air Force Services Activity Commander, Force Support Squadron Commander, Civilian Director, as appropriate/applicable).

b. The sponsor will not use the insignia of the U.S. Air Force, including the initials “USAF,” or the seal, emblem, or any other reference to any part of the Federal Government as an incidental benefit of this sponsorship. The sponsor may not prepare materials incorporating its name into the title of the event.

c. The sponsor and applicable Force Support Squadron will include or add the official disclaimer “No Federal endorsement of sponsor(s) intended” to all recognition/advertising media and other promotional materials produced and provided in connection with the event which references the sponsor to avoid the appearance of Federal endorsement. The sponsor will not use any reference to being an “official” vendor, product, or service of the sponsored event or any part of the Federal Government (e.g., “The official soft drink of the tournament”). Any reference implying endorsement is prohibited.

d. The sponsor will submit examples of all sponsor-provided recognition/advertising media, including samples of promotional items for prior review and approval in advance of the event, on _____ to allow for review for conformance with Air Force guidelines for promoting and conducting the event. The sponsor will not use its sponsorship in any advertising not addressed in this agreement without written permission from appropriate approval authority.

e. This agreement does not provide any television, radio, movie, or video recording or resale rights without prior written approval of the Secretary of the Air Force Office of Public Affairs (SAF/PA).

f. Recognition/publicity of the sponsor will be limited to those actions specifically authorized in this agreement. The sponsor may not be given any special concessions or other favored treatment beyond what is outlined in this written agreement.

g. The sponsor will not distribute to military personnel or other participants any premiums, samples, or giveaways with a retail value in excess of $20 per family (no alcohol or tobacco samples regardless of retail value). Any items valued over $20 must be donated to the _________ Morale, Welfare and Recreation Fund and distributed by the nonappropriated fund instrumentality.
h. No assignment by the sponsor, assigning its rights or delegating its obligations under this agreement, will be effective and binding on the nonappropriated fund instrumentality until the written terms of the assignment have been approved in writing by the nonappropriated fund instrumentality representative.

i. No party will be responsible for events beyond its reasonable control, such as acts of God, weather delays, events of national emergency, etc. If the event is postponed due to one of the above, it may be rescheduled or cancelled at the discretion of the nonappropriated fund instrumentality. If the event is rescheduled, the terms of this agreement will only extend to the revised event if agreed to by both parties hereto.

j. This agreement may be terminated by mutual agreement of the parties at any time, and it may be amended by written agreement of the parties and approval by the approval/acceptance authority.

k. The sponsor agrees to allow pictures and narrative descriptions of its sponsorship support to be published for the purpose of informing the public of its support and to illustrate sponsorship recognition in materials publicizing the commercial sponsorship program to other prospective sponsors.

Sponsor and nonappropriated fund instrumentality Representative (Include titles and signature line)
__________________________________________
__________________________________________
__________________________________________

Approval/Acceptance Authority (Include titles and signature line)
____________________________________________
____________________________________________

OPTIONAL CLAUSES

The following are approved optional clauses. Any changes to the agreement format or use of optional clauses require prior approval by installation Judge Advocate and Air Force Services Activity.

Optional Clause

The alcohol product sponsor named in this agreement certifies it has sponsored similar events in a civilian community and the offered sponsorship will include the use of responsible consumption materials and Surgeon General’s warnings. Similar events were conducted as follows:
______ (Date) _______ (Event) _____________ (Location) ___________.

Optional Clause

The sponsor named in this agreement certifies it will not promote any financial services which compete with the on-installation financial institution(s).

Optional Clause

The nonappropriated fund instrumentality will also provide an after-action report to include exposure, media coverage, and any appropriate statistical information within _______ days after event.

Optional Clause

The sponsor will be granted the first right of refusal for any similar activity, event, or program within the next year. The first right of refusal entitles the current sponsor to match, or exceed, a proposal made by a third party seeking sponsorship of the event. The current sponsor may elect not to exercise this first right of refusal. If the current sponsor does not match or exceed the bona fide offer of the third party, the sponsorship rights may be awarded to the third party.

Optional Clause

The sponsor will not conduct any on-site business transactions with event attendees.

Justification: Not previously provided and reinforces the restriction when the commercial sponsorship agreement is being signed.

Optional Clause

The sponsor shall indemnify, hold and save harmless, and defend the nonappropriated fund instrumentality, its outlets and customers from any liability, claimed or established for violation or infringement of any patent, copyright, or trademark rights asserted by any third party with respect to goods or services provided as sponsorship. The sponsor further agrees to hold the nonappropriated fund instrumentality harmless from all claims or judgments for damages resulting from the use of goods or services provided as sponsorship, except for such claims or damages caused by, or resulting from the negligence of nonappropriated fund instrumentality customers, employees, agents, or representatives. Also, the sponsor shall at all times hold and save harmless the nonappropriated fund instrumentality, its agents, representatives, and employees from any and all suits, claims, charges, and expenses which arise out of acts or omissions of the sponsor, its agents, representatives, or employees.

Optional Clause

Sponsor will provide proof of liability insurance that is current and in effect that has the following minimum amounts of liability coverages:

_____ $ Per occurrence (For example $ 500,000 to $1 million)

_____ $ Medical Payments - any one person (For example $50,000.)
Optional Clause

In the event either party fails to perform or endangers performance of any element of this agreement, the other party may terminate this agreement for default. In the event of a default termination, the party at fault will be responsible for reimbursing the other party for any costs expended by the party not responsible for the default in anticipation of good-faith performance. Reputation and good will are not basis for damages. If one party disputes the reasons for default or the damages associated with a default termination, the parties will participate in arbitration by a neutral third party. The party at fault for the default will bear the costs for the arbitration. The arbitration will be binding on the parties and there may be no appeal to any other forum of the decision of the arbitrator. Mediation may also be entered upon mutual agreement.

Optional Clause

The nonappropriated fund instrumentality may also terminate for convenience in any instance where the sponsorship is no longer deemed to be within the best interest of the nonappropriated fund instrumentality. In the event of such termination, the nonappropriated fund instrumentality intends to immediately cease any sponsor affiliation, without reimbursement to the sponsor. The nonappropriated fund instrumentality will not be responsible for any additional costs in the event of a termination for convenience. The sponsor will have the funds or property provided returned if the event is cancelled or delayed, or at the option of the nonappropriated fund instrumentality, will be accorded the sponsor recognition described above if and when the activity, event, or program is subsequently rescheduled and conducted.

Optional Clause

The sponsor will be afforded the opportunity to rent a hospitality tent (subject to availability) if they are an approved element of the Air Force Open House plan. The fee will be determined by the size and location of the tent in addition to any services provided to accommodate guests (e.g., catered food and beverage, tables, chairs, lighting and comfort stations, etc.). Details will be provided in attached Addendum.

Optional Clause (This clause may be modified for use to protect brand logos/images for any sponsor.) Trademark License. Sponsor grants the nonappropriated fund instrumentality a royalty-free, non-exclusive license to use and display the Trademarks associated with the Sponsor’s products. Such use shall be limited solely to the sponsorship of the events and any advertising or promotional activities related to this agreement and all placements must be approved by the Sponsor prior to use. The use of sponsor’s trademarks or company name will not be used in a way which would cause any person to reasonably infer, or would otherwise convey the impression, that the nonappropriated fund instrumentality and sponsor are in any way affiliated with, or otherwise acting on behalf of one of the other parties. Sponsor and nonappropriated fund instrumentality acknowledge that the provisions of this paragraph do not convey to either party any right, title or ownership interest in any trademarks. Sponsor will review and approve trademark and logo used for advertisement. Sponsor’s name, logo and trademark will remain its exclusive property and any use by nonappropriated fund instrumentality of such name, logo and trademark shall be for the Sponsor’s benefit. Except as
expressly provided herein, neither party shall have the right to use the corporate or trade name, trademarks, services marks, logos or other identification of the other party without the party’s prior written consent.

Logo Placement:

- Multiple Sponsor Placement: It is permissible for the Sponsor logo to be grouped with multiple sponsors. In that instance, the logo should be proportionally sized along with the other logos.

- Stand-alone Sponsor Logo Placement: The Sponsor logo can be placed on the front left chest, sleeve or upper back of neck if there are no other competing graphics (e.g. event logo or image). When competing graphic elements are being used on the front, place the stand-alone logo either on the sleeve or below the collar line near the upper back neck. Liability of Officers and Directors. The nonappropriated fund instrumentality acknowledges that this Agreement is an obligation of Sponsor, and agrees that no personal liability shall extend to any officer, director, member, agent or employee of Sponsor. Sponsor acknowledges that this Agreement is an obligation of the nonappropriated fund instrumentality, and agrees that no personal liability shall extend to any officer, director, member, agent or employee of the nonappropriated fund instrumentality.
Attachment 3

ADVERTISING PURCHASE AGREEMENT

Figure A3.1. Advertising Purchase Agreement.

ADVERTISING PURCHASE AGREEMENT

This agreement is made by and between _________ nonappropriated fund instrumentality and _________ (here in after referred to as "Advertiser"). The Force Support Squadron agrees to fulfill the terms of this agreement with the "Advertiser" as outlined below:

This agreement is made by and between _________ nonappropriated fund instrumentality and _________ (here in after referred to as “Advertiser”). The Advertiser agrees to provide financial payment according to the terms set forth in the following. The nonappropriated fund instrumentality agrees to fulfill the terms of the agreement according to the specifications below.

Ad Placement: (Type title of publication, location of poster/banner, web/digital medium.)

Publication/terms of display(s): (Number, frequency, or duration)
Size of ad/Material specs: (color/b&w, full, 1/2, 1/4 page, pixel size, vert, horiz, sq., bleed/non/bleed, spot color, etc. Who provides design, etc.)

Special instructions/Placement: (Include link to web, location on web, rotation, etc.)

Closing Date/Materials Due: (Include deadlines to for ads that rotate, e.g. “Closing date is seven (7) days prior to first day of the month in which advertisement is to commence.”)

Ad Rate: (From rate sheet)
Discounts/Add-ons: (Multi-product, month discount/Design charge/Other)

Total cost:

Payment Due: The nonappropriated fund instrumentality agrees to provide Advertiser with proof of placement. Prepayment is requested on all monthly agreements.

All payments due within 30 days of invoice date.

By signing this agreement, the advertiser and organization agree to abide by all of the contract terms and conditions as noted. Acceptance and publication of advertising does not constitute endorsement by the United States Air Force or its instrumentalities. All ads submitted to the nonappropriated fund instrumentality will contain a disclaimer, or have one added, to state “Paid Ad. No Federal endorsement of advertiser intended.” The nonappropriated fund instrumentality reserves the right to reject advertising that in the opinion of the nonappropriated fund instrumentality is unsuitable.
The nonappropriated fund instrumentality accepts and places this ad with the explicit understanding that the advertiser providing same is authorized to use the entire contents and subject matter thereof.

This sale is subject to provisions of Air Force Instruction 34-108, Air Force Commercial Sponsorship Program and Sale of nonappropriated fund instrumentality Advertising.

Name of Company/Advertiser:
Address:
Phone/Fax/Email/Website:
Name and title of authorizing party:

(Please print)________________________

Signature/Date:

Nonappropriated Fund Instrumentality Representative Name/Title:

(Please print)________________________

Signature/Date:

Copy to: 1) Advertiser 2) Nonappropriated Fund Accounting Office 3) Graphic team/Web master
MEMORANDUM FOR: X FSS/FSK

FROM: X FSS/CC

SUBJECT: Delegation of Commercial Sponsorship Coordinator

I hereby appoint Ms. / Mr. ________as the single point of contact within the Xth Force Support Squadron for base level commercial sponsorship. This letter will remain in effect until rescinded or superseded.

XXXX XXXXXX, USAF
Commander, Xth Force Support Squadron