

**BY ORDER OF THE SECRETARY
OF THE AIR FORCE**

**DEPARTMENT OF THE AIR FORCE
INSTRUCTION 34-108**



31 JANUARY 2023

Incorporating Change 1, 17 JUNE 2025

Certified Current, 17 JUNE 2025

Services

**COMMERCIAL SPONSORSHIP
AND SALE OF ADVERTISING**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

ACCESSIBILITY: Publications and forms are available for downloading or ordering on the e-Publishing website at <http://www.e-Publishing.af.mil>

RELEASABILITY: There are no releasability restrictions on this publication

OPR: AF/A1SO

Certified by: SAF/MR

Supersedes: AFI 34-108, 21 August 2018

Pages: 34

This publication implements Air Force Policy Directive (AFPD) 34-1, *Air Force Services*, and provides guidance for operating an effective commercial sponsorship program for morale, welfare and recreation (MWR) programs at the installation, major command (MAJCOM)/field command (FLDCOM), and Air Force Services Center (AFSVC). It defines unsolicited and solicited sponsorships, outlines the procedures for obtaining and implementing them, describes their limitations and benefits to MWR programs, and establishes approval and reporting procedures. Additionally, it provides guidance for the purchasing and sale of Nonappropriated Fund (NAF) advertising. This publication applies to all civilian and uniformed members of the Regular Air Force, the Air Force Reserve, the Air National Guard, and the United States Space Force (USSF). In collaboration with the Chief of Air Force Reserve (AF/RE), the Director of the Air National Guard (NGB/CF), and the Deputy Chief of Space Operations for Human Capital (SF/S1), the Deputy Chief of Staff for Manpower, Personnel, and Services (AF/A1) develops personnel policy for the Department of the Air Force (DAF) Commercial Sponsorship and Sale of Advertising programs. This publication may be supplemented at any level; but all MAJCOM/FLDCOM level supplements must be approved by the Human Resource Management Strategic Board prior to certification and approval. Ensure all records generated as a result of processes prescribed in this publication adhere to Air Force Instruction 33-322, *Records Management and Information Governance Program*, and are disposed in accordance with the Air Force Records Disposition Schedule, which is located in the Air Force Records Information Management System. Refer recommended changes and questions about this publication to the office of primary responsibility (OPR) using the DAF Form 847, *Recommendation for Change of Publication*; route DAF Forms

847 from the field through the appropriate functional chain of command. The authorities to waive wing, unit, or delta level requirements in this publication are identified with a Tier (“T-0, T-1, T-2, T-3”) number following the compliance statement. See DAFMAN 90-161, *Publishing Processes and Procedures*, 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 requestor’s commander for non-tiered compliance items.

The use of the name or mark of any specific manufacturer, commercial product, commodity, or service in this publication does not imply endorsement by the Department of the Air Force. Compliance with attachments is mandatory.

SUMMARY OF CHANGES

This interim change revises DAFI 34-108 COMMERCIAL SPONSORSHIP AND SALE OF ADVERTISING by (1) deleting sentence within **paragraph 3.6**. A margin bar (|) indicates newly revised material.

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Chapter 1

OVERVIEW AND BACKGROUND

1.1. Commercial Sponsorship. Refers to the act of a non-Federal entity (both for-profit and nonprofit) providing support to help finance or provide enhancements for MWR elements of Services capabilities (i.e., activities, events, and 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 and Space 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 on the part of the supported MWR program. For guidance on the acceptance of gifts to the DAF and acceptable donor recognition, reference AFI 51-506, *Gifts to the Department of the Air Force from Domestic and Foreign Sources*, Chapter 4.

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 - Revenue Generating Activities as described in AFI 65-106, *Appropriated Fund Support of Morale, Welfare, and Recreation (MWR) and Other Nonappropriated Fund Instrumentalities (NAFIs)*, MWR elements of Air Force Open Houses in accordance with AFMAN 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 MWR program or event where funding did not previously exist. Category A - Mission Sustaining Activities and Category B - Basic Community Support Activities 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. MWR events appropriate for commercial sponsorship do not include routine day-to-day MWR management and overhead.

1.3. Gifts and Donations. Gifts and donations are different from commercial sponsorship. Gifts and donations are unsolicited and can be made by any individual or entity to an Air Force/Space Force (USAF/USSF) Morale, Welfare, and Recreation Fund (MWRF). Donations made to the USAF/USSF MWRF are to be accounted for as NAF funds. Donors or entities do not receive public recognition or favored treatment from any part of the Department of Defense (DoD) except as authorized in AFMAN 34-201, which also stipulates the appropriate approval authorities.

1.4. When Commercial Sponsorship is Not Authorized. Commercial sponsorship is not authorized to support other sections within Force Support Squadron (FSS) or other USAF/USSF organizations or units. Also, commercial sponsorship is not authorized to support private organizations or unit unofficial activities (such as social funds) as defined in AFI 34-223, *Private Organizations (PO) Program*. **(T-1)** Finally, non-MWR entities are not authorized to partner with a MWR program to gain access to sponsorship benefits. **(T-0) Note:** MWR organizations may accept gifts and donations (see AFI 51-506 or AFMAN 34-201, as appropriate, for gifts or donations to Air Force nonappropriated fund instrumentalities).

1.5. When a Sponsor May be Given Advertising. A sponsor may be given advertising in FSS 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 2.7](#). Sponsor ads may include prices of products or services.

1.6. Roles and Responsibilities.

1.6.1. Air Force Director of Services (AF/A1S) will:

1.6.1.1. Establish commercial sponsorship guidance and procedures.

1.6.1.2. Review, approve, and/or disapprove requests for waivers to this instruction.

1.6.1.3. Review, approve, and/or disapprove open house commercial sponsorship plans for MWR events at open houses and commercial sponsorship agreements for civilian aerial acts/displays in accordance with AFMAN 10-1004.

1.6.2. Air Force Installation and Mission Support Center (AFIMSC) Commander will approve and/or disapprove sponsorship requests in support of installation MWR programs and events, and the Air Force Central MWR Nonappropriated Fund Instrumentality in accordance with approval authorities designated in AFMAN 34-201.

1.6.3. AFSVC Commander will:

1.6.3.1. Plan, organize, direct, and control the DoD MWR Commercial Sponsorship Program for the Air Force and Space Force.

1.6.3.2. Approve and/or disapprove commercial sponsorship requests in support of installation MWR programs and events, and the Air Force Central MWR nonappropriated fund instrumentality in accordance with approval authorities designated in AFMAN 34-201.

1.6.3.3. Review, approve and/or disapprove requests for corporate advertising as sponsor benefit for sponsors of AFSVC central programs.

1.6.3.4. Appoint commercial sponsorship program specialists in AFSVC Marketing for Air Force/Space Force commercial sponsorship and advertising concerns.

1.6.3.5. Appoint NAFI Custodian to review open house commercial sponsorship plans in accordance with AFMAN 34-201.

1.6.3.6. Review, approve, and/or disapprove agreements for active displays of sponsor's products such as test drives of cars or demonstrations of exercise equipment.

1.6.4. AFSVC Installation Support Division (AFSVC/VI) will review and coordinate commercial sponsorship plans through appropriate AFSVC directorates in order to forward plans to AF/A1S for approval in accordance with AFMAN 10-1004.

1.6.5. AFSVC Financial Management Division (AFSVC/FM) will:

1.6.5.1. Create open house commercial sponsorship plan templates consistent with AF/A1S requirements for review and approval of the plans in accordance with AFMAN 10-1004.

1.6.5.2. Ensure a HQ AFSVC NAFI Custodian reviews open house commercial sponsorship plans for budget accuracy and appropriate use of NAF and APF funds in accordance with AFMAN 34-201.

1.6.6. AFSVC Office of Strategic Marketing (AFSVC/VSM) will:

1.6.6.1. Draft manual, periodic guidance, and plans for securing and applying commercial sponsorship and advertising Air Force/Space Force-wide.

1.6.6.2. Review, coordinate, and forward commercial sponsorship agreements and offers of donations to the nonappropriated fund instrumentality in support of installation MWR programs forwarded to the AFSVC to the appropriate acceptance authority.

1.6.6.3. Develop sponsorship proposals, secure sponsorship support, and execute sponsorship benefits for AFSVC central programs.

1.6.6.4. Maintain training curriculum for installation program managers.

1.6.6.5. Monitor compliance with this instruction at installation levels.

1.6.6.6. Maintain annual Office of Government Ethics (OGE) Form 450, *Confidential Financial Disclosure Report*, for the AFSVC sponsorship program specialists as required by the servicing legal office ethics counselor.

1.6.7. Installation commanders will control the commercial sponsorship program at the installation-level and approve and/or disapprove commercial sponsorship in support of installation MWR programs and events in accordance with approval authorities designated in AFMAN 34-201.

1.6.8. Force Support Squadron Commander/Director (FSS/CC or FSS/CL) will:

1.6.8.1. Appoint a single point of contact (POC) within the FSS Marketing Department for the installation-level sponsorship and advertising program (sample Appointment Letter at [Attachment 4](#)) and ensure the sponsorship point of contact completes the AFSVC provided commercial sponsorship training.

1.6.8.2. Ensure commercial sponsorship program operates in a cost-effective and beneficial manner.

1.6.8.3. Ensure FSS MWR programs and facility managers use sponsorships properly.

1.6.8.4. Review and accept all sponsorships and donations within acceptance authority or forward as appropriate.

1.6.8.5. Ensure USAF/USSF-central programs, and commercial sponsorships and commercial advertising procured by the AFSVC are executed in accordance with guidance provided from AFSVC/VSM.

1.6.8.6. Appoint a FSS Open House Coordinator when notified that the installation will be hosting an open house. The appointed FSS Open House Coordinator is responsible for submitting the open house commercial sponsorship plan to HQ Air Force Services Center Installation Support Division (AFSVC/VI) for review and coordination through AF/A1S for final approval in accordance with AFMAN 10-1004, paragraph 5.1.2.

1.6.8.7. Appoint a NAFI Custodian/Resource Manager responsible for assisting the FSS Open House Coordinator in developing an open house commercial sponsorship plan.

1.6.9. Installation Commercial Sponsorship Point of Contact will:

1.6.9.1. Develop awareness of sponsorship and advertising opportunities among installation personnel and in the appropriate civilian sector.

1.6.9.2. Assist the FSS Open House Coordinator and NAFI Custodian/Resource Manager in developing an open house commercial sponsorship plan by providing sponsorship estimates to the open house commercial sponsorship plan. Commercial sponsorship money may be used for MWR activities, events, or programs planned for an open house and are intended to enhance or offset nonappropriated fund budget requirements. (See AFMAN 10-1004.) Commercial sponsorship is specifically authorized for civilian aerial, vintage military aircraft aerial acts, and static displays with AF/A1S approval in accordance with AFMAN 10-1004, paragraph 5.1.2.

1.6.9.3. Administer unsolicited and solicited sponsorships per **Chapter 2**, and report results in accordance with **paragraph 2.22** of this instruction.

1.6.9.4. Create and manage commercial sponsorship agreements.

1.6.9.5. Maintain annual OGE Form 450, as required by legal office ethics counselor.

1.6.10. Legal offices will review all commercial sponsorship agreements at their respective levels.

1.6.11. 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 5120.04, *DoD Newspapers, Magazines, Guides and Installation Maps*.

1.6.12. Supporting contracting officers:

1.6.12.1. Nonappropriated fund (NAF) and appropriated fund (APF) 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, memoranda of agreement or understanding, or other business agreements. A list of suspended contractors is available at www.sam.gov.

1.6.12.2. NAF contracting officer ensures each solicitation for sponsorship is properly filed by the commercial sponsorship program point of contact.

1.6.13. NAF Accounting Offices record sponsorship transactions in accordance with AFMAN 34-209, *Nonappropriated Fund Financial Management and Accounting*.

1.6.14. Army and Air Force Exchange Service (AAFES) general managers review potential sponsors to ensure offers do not violate existing AAFES business arrangements.

Chapter 2

COMMERCIAL SPONSORSHIP

2.1. FSS Generation of Awareness of Commercial Sponsorship Opportunities. The FSS generates awareness of commercial sponsorship opportunities for MWR activities, events, and programs. Awareness includes brochures, leaflets, ads in newspapers and trade publications, sponsorship content on web sites, workshops and webcasts, via social media, or issuing PA-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 MWR program or identify general activities such as bowling, golf, youth programs, and military family day/festival.

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 Non-Federal Entities) 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 servicing legal office and AFSVC.

2.3.1.2. Contact applicable AAFES 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 legal office to determine legal sufficiency. (T-1)

2.3.1.4. Ensure the agreement is signed by the nonappropriated fund instrumentality representative (i.e., commercial sponsorship point of contact) and the sponsor following review by the servicing legal office. (T-1)

2.3.1.5. Ensure the sponsor, commercial sponsorship point of contact, and the appropriate USAF/USSF 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 MWR 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 5-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 MWR 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 MWR elements of an FSS. The principles of *The Joint Ethics Regulation (JER)*, apply to commercial sponsorship and employees are also bound by Title 5 Code of Federal Regulations (CFR) Part 2635, *Standards of Ethical Conduct for Employees of the Executive Branch*. 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 PA 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 nicotine/vaping products and gambling venues/services) 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: websites and social media, 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. It does not obligate appropriated funds or nonappropriated funds of the Government.” (T-1)

2.5.2.2. Sponsorship may not be solicited from alcohol companies, marijuana (to include CBD and/or hemp products) distribution companies, and tobacco companies in accordance with AFI 48-104, *Tobacco Free Living*. (T-1) However, unsolicited sponsorship 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 a joint base it would be the supporting component commander, at Air Force Installation and Mission Support Center it would be the commander, etc.). See [paragraph 2.6](#) for further requirements. 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. When solicitation announcements for multiple events occur, communicate that potential sponsors need to 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. 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 paragraphs [2.3.1.1](#) - [2.3.1.5](#).

2.5.6. Automobile Sponsorships at overseas bases are authorized for only brief periods of time (not to exceed 10 days) for foreign name-plate cars or motorcycles (i.e., Non-US 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. USAF/USSF personnel may provide information about specific needs of the FSS MWR 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 FSS, the installation or the USAF/USSF, e.g., "XYZ Air Force Base/Space 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 USAF/USSF 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 DAFI. **(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 FSS Promotional Materials/Mediums.

2.7.4.1. Tie all sponsor recognition to a MWR 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, registered trademark/logo and a brief slogan or simple website address. Event/program materials providing sponsor recognition may be displayed in appropriate FSS facilities. Materials may also be displayed in AAFES, Defense Commissary Agency (DeCA), and other appropriate on-installation locations with the approval and coordination of AAFES, DeCA, 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.

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).

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 35-101, *Public Affairs Operations*, use the approved exit notice when linking to a sponsor's site, "The appearance of hyperlinks does not constitute endorsement by the USAF/USSF of non-U.S. Government sites or the information, products, or services contained therein.

Although the USAF/USSF may or may not use these sites as additional distribution channels for DoD 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 NAF-funded FSS 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 DAFI. When providing advertisement space as a benefit of sponsorship, it must include a “No Federal Endorsement of Advertiser” disclaimer associated with the advertisement space. **(T-1)**

2.8. Merchandising and Promotions. With the advance written approval of the installation commander, sponsors providing support for a MWR event open to the general public in accordance with DAFI 34-101, *Department of the 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 PA 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 AFSVC programs, approval authority is AFSVC Commander. **(T-1)**

2.8.4. Include a statement that all promotional merchandise (e.g., 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. **(T-1)** A list of licensed vendors can be provided through the trademark licensing office of each military branch. The office POCs can be found at <https://www.defense.gov/Resources/Trademarks/>.

2.9. Installation Exchange and DeCA Promotions.

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 AAFES and/or DeCA if the sponsors provide benefits from the promotion or additional financial or in-kind support to the MWR 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 DeCA, AAFES, or other authorized resale locations. However, agreements for resale in locations other than those belonging to FSS MWR facilities are made separate from a commercial sponsorship agreement.

2.10. On-Site Displays, Booths and Activations.

2.10.1. The USAF/USSF 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 AFSVC/CC in accordance with [paragraph 1.6.3.6](#). **(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 5 CFR 2635.204. **(T-0)** The sponsor must officially tender items worth \$20 or more to a nonappropriated fund instrumentality, as a gift in bulk to the USAF/USSF in accordance with AFMAN 34-201, which can distribute the items to Airmen/Guardians. **(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 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)** If the sponsor products include USAF/USSF logos, the use and display of logos must adhere to the display guidelines found in DoDI5535.12_DAFI35-114, *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 DoDI1344.07_AFI 36-2925, *Personal Commercial Solicitation on Air Force Installations*. Requests to distribute will be based on local procedures as prescribed in DoDI1344.07_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 AFMAN 10-1004, paragraph 6.11.

2.10.7. FSS MWR 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 FSS MWR activity or program would normally sell (e.g., beverages, snacks).

2.10.8. Fundraising for a charitable cause, even to support USAF/USSF programs and operations, is not an authorized benefit of sponsorship. **(T-1)** (See DAFI 36-3101, *Fundraising*.)

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 USAF/USSF 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 FSS MWR nonappropriated fund instrumentality awards a prize valued at \$600 or more, Internal Revenue Service 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 AFSVC Portal.

2.12. Sports Team Uniforms. When official sports team uniforms are provided as the result of a commercial sponsorship agreement and identifies the USAF/USSF, 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 USAF/USSF 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). 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 AAFES and/or FSS or other USAF/USSF entities. Commercial concerns include, but are not limited to, contracted banks and credit unions, academic institutions, telecommunication companies such as: internet service providers, cable companies, cell phone providers, and leisure travel services. Exclusivity also applies to companies with products in the AFSVC Essential Products Program, (e.g., coffee, various paper products). Check with installation appropriated fund and nonappropriated fund contracting and with AAFES 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 AFSVC 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 (i.e.,

bank or credit union), in accordance with AFPD 65-1, *Management of Financial Services*. (T-1) An on-installation financial institution (i.e., bank/credit union) declining an opportunity to sponsor a program does not implicitly authorize FSS 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 MWR 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 AFSVC for additional information.

2.13.4. Academic Institutions (AIs) with a Memorandum of Understanding may conduct the business required to assist their students with pursuit of an education goal, to include commercial solicitation, in accordance with DoDI1344.07_AFI 36-2925. 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 AFSVC for additional information.

2.14. Endorsement Restrictions.

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-0)

2.14.3. Do not allow the use of the USAF/USSF insignia, the initials “USAF/USSF,” the USAF/USSF seal, the USAF/USSF emblem, the FSS logo, USAF/USSF 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 *Joint Ethics Regulation*, section 3-206. (T-1) The use and display of USAF/USSF trademarks adhere to the display guidelines found in DoDI5535.12_DAFI35-114. Refer sponsors interested in the use of the USAF/USSF logos to the Air Force Branding and Trademark Licensing Office, <http://www.trademark.af.mil>.

2.15. Sponsor Certification. The sponsorship program point of contact ensures the sponsor certifies, 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 PA 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 MWR 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, AFIMSC, AF/A1S and PA channels. **(T-1)**

2.17.3. MWR 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 USAF/USSF events. **(T-0)**

2.17.4. OASD/PA approval is required when a sponsor wants to record or broadcast a MWR event for its entertainment value. **(T-0)** 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.

2.17.5. Submit all requests requiring approval by higher headquarters as defined in paragraphs [2.17.2](#), [2.17.3](#) and [2.17.4](#) through AFSVC.

2.18. Determining Sponsorship Values. Provide benefits to a sponsor commensurate with the budget off-set or enhancement provided to the MWR 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 DAFI 34-101, *Department of the Air Force Morale, Welfare, and Recreation (MWR) Programs and Use Eligibility*. In-kind advertising and funds designated for advertising provided as commercial sponsorship may be used.

2.20. Accounting and Procedures for Handling Assets. Use the guidelines in the Financial Management Training Aid NA-41. The training aid may be found on the Air Force Services Center Installation Support Portal.

2.20.1. If monetary support for sponsorship is made by check, ensure the check is made payable to the installation MWRF. 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 indicated in the Commercial Sponsorship Agreement.

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 Commander Assurance. 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 USAF/USSF Records Disposition Schedule. **(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 Services Tools for Activity Reporting and Tracking (START).

2.22.2.1. Divide categories of support (e.g., 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 AFSVC or higher headquarters quarterly on the calendar year. **(T-1)**

Chapter 3

AUTHORITY TO SELL ADVERTISING

3.1. FSS Sale of Space for Commercial Advertising. With installation commander approval, a FSS nonappropriated fund instrumentality may sell space for commercial advertising in any media form produced for or by them (i.e., MWR) 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 CEPs (e.g., installation papers, guides, maps, etc.). **(T-1)**

3.1.2. Advertising sales will be coordinated with appropriate AAFES and servicing contracting office personnel to ensure that existing AAFES 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. **(T-1)** Mailings are authorized only to patrons who have requested (agreed) to receive them.

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 Office 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. **(T-3)** Letters to individual businesses or other prospects may be sent with installation commander approval.

3.4. Advertising Standards.

3.4.1. Ensure the percentage of total advertising space versus FSS information space in print and non-print media does not exceed 40 percent. The percentage of total advertising space versus FSS information as it pertains to banner/signage sales is 3-to-1 (i.e., one (1) FSS 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., AAFES), 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 FSS websites with an external link to an advertiser's site includes the approved exit notice referenced in [paragraph 2.7.4.4](#) of this DAFI. **(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, 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 FSS 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. MWR advertisements must not be permanently affixed to real property. Installation commander approval should also be obtained, prior to displaying outside advertising. (T-3) Ensure advertising on walls, fences, etc., are uniform in size and in proportion to the area intended for display. Ensure MWR is visibly identifiable throughout any advertising presence. (T-1)

3.6. Ethical Standards . Advertising may not promote products and services, use of products and services, or behavior which has an adverse effect on successful USAF/USSF mission performance and preservation of loyalty, morale, and discipline. Advertising of alcohol, tobacco, and nicotine/vaping products and gambling services is prohibited. (T-1) Advertising will not contain anything illegal or contrary to the letter or spirit of DoD or DAF regulations or core values (e.g., endorsement of partisan political candidates, parties/organizations, and issue positions; discrimination against or preferential treatment towards any particular demographics group (e.g., race, nationality, or sex)). (T-1) Do not accept advertising from any establishments placed "off limits" by installation commanders or local Armed Forces Disciplinary Control Board, in accordance with AFI 31-213, *Armed Forces Disciplinary Control Boards and Off-Installation Liaison and Operations*. (T-1)

3.7. Truth in Lending. Comply with 15 USC Chapter 41, *Consumer Credit Protection*, and applicable State "truth in lending" statutes. Consult with the servicing legal office for legal sufficiency. (T-1)

3.8. Contracted Advertising.

3.8.1. Activity programs and the MWR fund may benefit from an advertising platform (e.g., scoring system, flat panel monitor, kiosk, etc., or the rights to display space in an FSS MWR 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. (T-1) Agreements for such ventures are executed by nonappropriated fund contracting.

3.8.2. Ensure unsolicited offers to provide an advertising platform, in exchange for rights to ad sales or offer to display in a FSS MWR facility or program, are noted as such in an official memo for record (MR). (T-1) 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 MWR messaging and allow for sponsor recognition at appropriate times. (T-1) Agreements may be written to include a percentage of sales.

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. Free Media. 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 FSS for MWR activities provided:

3.9.1. Media is developed by the commercial concern entirely, with no input or assistance (except providing information for golf course diagram, etc.), or endorsements from FSS MWR personnel. USAF/USSF personnel will not write letters of introduction or otherwise endorse agents or brokers who market to commercial businesses such advertising space. **(T-1)** USAF/USSF personnel may send letters of acceptance, but vendors are not allowed to use those letters as endorsements or to introduce prospective advertisers. **(T-1)**

3.9.2. 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.

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

3.9.4. Free issue items such as golf score cards and activity calendars may mention FSS MWR 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 FSSs is not permitted. Free issue items and/or coupon books may not include USAF/USSF or MWRs terminology, such as "XYZ USAF/USSF Base Military Community Savings Cards." Free issue or discount coupon books made available on the installation must not advertise competitors of FSS MWR and AAFES resale activities. **(T-1)**

3.9.5. Commercially-produced souvenir programs for an open house or airshow should follow guidance in accordance with AFMAN 34-1004, paragraph 5.4.

GWENDOLYN R. DeFILIPPI, SES, DAF
Acting Assistant Secretary of the Air Force for
Manpower and Reserve Affairs

Attachment 1

GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION

References

- 5 CFR Part 2635, *Standards of Ethical Conduct for Executive Branch Employees*, 9 September 2024
- 15 USC Chapter 41, *Consumer Credit Protection*
- DoDI 1015.10, *Military Morale, Welfare, and Recreation (MWR) Programs*, 6 July 2009
- DoDI 1344.07_AFI 36-2925, *Personal Commercial Solicitation on Air Force Installations*, 4 December 2018
- DoDI 5120.04, *DoD Newspapers, Magazines, Guides and Installation Maps*, 17 March 2015
- Joint Ethics Regulation*, 15 May 2024
- DoDI 5535.12_DAFI35-114, *Air Force Branding and Trademark Licensing Program*, 3 February 2021
- AFPD 34-1, *Air Force Services*, 11 October 2018
- AFPD 65-1, *Management of Financial Services*, 25 June 2018
- AFMAN 10-1004, *Conducting Air Force Open Houses*, 23 August 2018
- AFI 31-213, *Armed Forces Disciplinary Control Boards and Off-Installation Liaison and Operations*, 27 July 2006
- AFI 33-322, *Records Management and Information Governance Program*, 23 March 2020
- DAFI 34-101, *Department of the Air Force Morale, Welfare, and Recreation (MWR) Programs and Use Eligibility*, 7 March 2022
- AFMAN 34-201, *Use of Nonappropriated Funds*, 28 September 2018
- AFMAN 34-209, *Nonappropriated Fund Financial Management and Accounting*, 2 October 2019
- AFI 34-223, *Private Organizations (PO) Program*, 13 December 2018
- AFI 35-101, *Public Affairs Operations*, 20 November 2020
- DAFI 36-3101, *Fundraising*, 26 October 2022
- AFI 48-104, *Tobacco Free Living*, 11 July 2019
- AFI 51-506, *Gifts to the Department of the Air Force from Domestic and Foreign Sources*, 16 April 2019
- AFI 65-106, *Appropriated Fund Support of Morale, Welfare, and Recreation (MWR) and Other Nonappropriated Fund Instrumentalities (NAFIs)*, 15 January 2019
- DAFMAN 90-161, *Publishing Processes and Procedures*, 15 April 2022
- Financial Management Training Aid NA-41, *Commercial Sponsorship Accounting Instructions*

UFC 3-120-01, *Design: Sign Standards*, 1 March 2014

Prescribed Forms

None

Adopted Forms

DAF Form 847, *Recommendation for Change of Publication*

OGE Form 450, *Confidential Financial Disclosure Report*

Abbreviations and Acronyms

AAFES—Army and Air Force Exchange Service

AFPD—Air Force Policy Document

AFIMSC—Air Force Installation and Mission Support Center

AFSVC—Air Force Services Center

AI—Academic Institution

APF—Appropriated Funds

CEP—Commercial Enterprise Publications

CFR—Code of Federal Regulations

CSMS—Commercial Sponsorship Management Software

DAF—Department of the Air Force

DAFI—Department of the Air Force Instruction

DAFMAN—Department of the Air Force Manual

DeCA—Defense Commissary Agency

DoD—Department of Defense

FLDCOM—Field Command

FSS—Force Support Squadron

MAJCOM—Major Command

MWR—Morale, Welfare, and Recreation

MWRF—Morale, Welfare, and Recreation Fund

NAF—Nonappropriated Fund

NAF—Nonappropriated Fund Instrumentality

OGE—Office of Government Ethics

OPR—Office of Primary Responsibility

PA—Public Affairs

POC—Point of Contact

START—Services Tools for Activity Reporting and Tracking

UFC—Unified Facilities Criteria

USC—United States Code

USAF—United States Air Force

USSF—United States Space Force

Office Symbols

AF/A1—Deputy Chief of Staff (DCS), Manpower, Personnel, and Services

AF/A1S—Air Force Director of Services

AF/RE—Chief, Air Force Reserve

AFSVC/FM—AFSVC Financial Management Division

AFSVC/VI—AFSVC Installation Support Division

AFSVC/VSM—AFSVC Office of Strategic Marketing

FSS/CC—Force Support Squadron Commander

FSS/CL—Force Support Squadron Director

NGB/CF—Director of the Air National Guard

OASD/PA—Assistant Secretary of Defense for Public Affairs

SAF/MR—Assistant Secretary of the Air Force for Manpower and Reserve Affairs

SAF/PA—Secretary of the Air Force Office of Public Affairs

SF/S1—Deputy Chief of Space Operations for Human Capital

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 MWR 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 FSS. If the sponsor declines to exercise the option, other sponsorship offers may be accepted.

Gifts and Donations—Gifts and donations, governed by AFMAN 34-201 are different from commercial sponsorship and refer specifically to NAFIs. Gifts and donations can be made by any individual or entity to any USAF/USSF nonappropriated fund instrumentality. Donors do not receive public recognition or favored treatment from any part of the DoD except as authorized in AFMAN 34-201. See AFI51-506, Chapter 4, as guidance for donor identification.

Open Houses—Open houses are primarily PA community relations programs designed to educate the public about the military mission of the USAF/USSF and the installation. Open houses should not be confused with a FSS activities, events, or programs that are approved to include members of the general public in accordance with DAFI 34-101, Table A2.2, priority 24 & 25. FSSs 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 AFMAN 10-1004, Chapter 6, “Financial Management”, Attachment 4. “Funding Source Guide”.

Open House Commercial Sponsorship Plan—Budget and spend plan submitted by the FSS Open House Coordinator through HQ AFSVC Installation Support Division to AF/A1S for approval to acquire and use sponsorship funds related to the MWR elements of the FSS at the open house in accordance with AFMAN 10-1004, paragraph 5.5.3.

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 participants up 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 non-Federal entities, recognized by an installation and permitted to operate onboard said installation, by groups (often Airmen/Guardians and their family members) with a common interest and acting exclusively outside the scope of any official capacity as officers, employees, or agents of the federal government (see AFI 34-223).

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

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 USAF/USSF nonappropriated fund instrumentality. The solicitation is reviewed by nonappropriated fund contracting office and resulting agreement is reviewed by the servicing legal office prior to final acceptance.

Solicited Sponsorship—Where the USAF/USSF 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., AFSVC-solicited sponsorship for central programs).

Sponsor Recognition—The reproducing of the sponsor(s) name or logos, website address, and themes on MWR 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 MWR 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 USAF/USSF, 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., AFSVC Commander, FSS Commander, Civilian Director, as appropriate/applicable).

b. The sponsor will not use the insignia of the USAF/USSF, including the initials "USAF/USSF," 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 FSS 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 USAF/USSF 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 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, tobacco, or marijuana samples regardless of retail value). Any items valued over \$20 must be donated to the _____ MWRP 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 the servicing legal office and AFSVC.

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.

Optional Clause

Off-installation financial institutions must limit their marketing and advertising to products and services not offered by the on-installation financial institution(s).

Attachment 3

ADVERTISING PURCHASE AGREEMENT

Figure A3.1. Advertising Purchase Agreement.

This agreement is made by and between _____ nonappropriated fund instrumentality and _____ (here in after referred to as "Advertiser"). The FSS 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.

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

Publication/terms of display(s): (Number, frequency, or duration)

Size of advertisement/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 for advertisements that rotate, e.g., "Closing date is seven (7) days prior to first day of the month in which advertisement is to commence.")

Advertisement 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 USAF/USSF or its instrumentalities. All ads submitted to the nonappropriated fund instrumentality will contain a disclaimer, or have one added, to state "Paid Advertisement. 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 advertisement 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 Department of the Air Force Instruction 34-108, *Commercial Sponsorship and Sale of 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

Attachment 4

SAMPLE APPOINTMENT LETTER

Figure A4.1. Sample Appointment Letter.

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 FSS for base level commercial sponsorship. This letter will remain in effect until rescinded or superseded.

XXXX XXXXXX, USAF

Commander, Xth Force Support Squadron