



# SPONSORSHIP CONTRACT 2017

The following provisions and signatures constitute an agreement between \_\_\_\_\_\_\_\_\_, hereinafter referred to as SPONSOR, and The Original Tiki Bar and Restaurant, serving as agent for the event, Hooked On Music, hereinafter referred to as EVENT. Terms of this agreement shall remain in place until the conclusion of EVENT and corresponding sponsorship terms, ending midnight 03 / 25 / 2017.

SPONSOR's management and representation for this event is Donna Burke of The Original Tiki Bar who is exclusively and solely authorized by SPONSOR to conduct business on behalf of SPONSOR as described on this agreement and as pertaining hereto, unless otherwise expressed through written notice with entry into this contract.

The Original Tiki Bar and Restaurant management and representation for this event is Donna Burke of The Original Tiki Bar and Restaurant who is exclusively and solely authorized by The Original Tiki Bar and Restaurant to conduct business on behalf of The Original Tiki Bar and Restaurant as described on this agreement and as pertaining hereto, unless otherwise expressed through written notice with entry into this contract.

The SPONSOR commits a contribution of \$\_\_\_\_\_\_ to EVENT, corresponding to the following marked sponsorship level:

#### EVENT Festival Advertising & Sponsorship:

#### Soprano Level (\$1,000)

8' x 4' Banner displayed from premise\* Large logo on event banner(s) Logo on website Logo on all publications Advertisement on Jumbotron at the festival\*\* Advertisement at Restaurant Properties (Tiki Bar & Cobb's Landing) Announcement as soprano sponsor during event Mention as soprano sponsor in radio publicity & all other advertisement Logo on event Map Free 10X10 vendor space 5 VIP Tickets

## Alto Sponsor (\$600)

8x4 Banner displayed on premise\* Logo on event banner(s) Logo on website Jumbotron Advertisement at festival\*\* Announcement as alto sponsor during event Mention as an Alto Sponsor in all advertisement Logo on event Map Free 10X10 vendor space 4 VIP Tickets

#### **Tenor Sponsor (\$300)**

Logo on event banner(s) Logo on website Jumbotron advertisement at festival<sup>\*\*</sup> Announcement as tenor sponsor during event Mention as a tenor sponsor in all advertisement Logo on Event Map Free 10X10 vendor space 2 VIP passes

## **Baritone Sponsor (\$200)**

Listing on website Free 10X10 vendor space Jumbotron Advertisement at festival\*\*

## \* Banners to be provided by SPONSOR.

Original Tiki Bar & Restaurant will be providing additional logo banners; banners provided by The Original Tiki Bar will be used and retained by the event and The Original Tiki Bar & Restaurant for their use.

\*\*All Jumbotron files are required to be jpg, psd, bmp, tiff, or other bitmap formats. Minimum of 24 point font, resolution of 1280 x720, 72-150 dpi, 16 bit color no CMYK. If you cannot meet these requirements then we can format at an additional charge.

In return, The Original Tiki Bar and Restaurant will give the SPONSOR the benefits associated with the sponsorship level or negotiated written benefits.

#### Additional Terms

Use of Marks: SPONSOR will provide marks to be used.

<u>Venue and governing law</u>: Venue in connection with any issue arising out of the performance or interpretation of this agreement shall be in St. Lucie County, Florida and the laws governing said construction of the agreement shall be the laws of the State of Florida. This agreement shall not be deemed nor construed to serve as an endorsement by The Original Tiki Bar and Restaurant of SPONSOR or its products or services. This

agreement is not intended to create any joint operating relationship or partnership by and between the parties other than the sponsorship by SPONSOR of EVENT.

Indemnification: SPONSOR indemnifies and holds harmless The Original Tiki Bar and Restaurant for any actions, causes of action, or claim that may be alleged or asserted by any party arising out of the use or utilization of SPONSOR's products and/or services and any negligence of employees, officers, and agents of SPONSOR. Such indemnification and hold harmless shall extend to all claims, actions, and causes of actions, including but not limited to judgments, interest, attorney's fees, and costs incurred therein.

<u>Liability</u>: In the event Sponsor fails to fulfill its obligations provided herein, Sponsor will not receive or have access to any of the above stated sponsorship benefits.

<u>Severability</u>: If any part of this agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such a determination, the remainder of this agreement shall remain in full force and effect.

<u>Additions or changes</u>: If the need arises to change aspects of this agreement in regards to services provided The Original Tiki Bar and Restaurant this may be done with both sides agreeing to said changes. All changes must be agreed to in writing by The Original Tiki Bar and Restaurant and SPONSOR.

<u>Non-assignment</u>: This agreement is valid only for the benefit of the undersigned Sponsor below. Sponsor may not extend the rights offered The Original Tiki Bar and Restaurant to any other entity, whether an affiliated entity or not. Any extension of rights by SPONSOR is a material breach of this agreement whereupon The Original Tiki Bar and Restaurant may terminate this agreement retaining all sponsorship fees paid by SPONSOR.

Sponsor Representative	<u>The Original Tiki Bar &amp; Restaurant</u> <u>Representative aka</u> <u>Hooked on Music Representative</u>
Sign:	Sign:
Print:	Print:
Title:	Title:
Date:	Date:
Contact info: Donna Burke; 772-708-4555 Original Tiki Bar; 772-461-0880 <u>donna@originaltikibar.com</u> hookedonmusic.org	

www.hookedonmusic.org