



SPONSORSHIP AGREEMENT

This Sponsorship Agreement [known hereafter as the "Agreement"] is executed on _____ of _____, 2020 between _____ [known hereafter as the "Sponsor"] and the Westfield Youth Assistance Program [known hereafter as "WYAP."]

TERMS OF AGREEMENT

I. Sponsorship Plan Selection

The Sponsor has chosen to support the Westfield Mayor's Yellow Tie Gala virtual event and has selected the following sponsorship program/level:

- | | |
|---|----------------------------|
| <input type="checkbox"/> Title Sponsor (\$20,000) | Windsor Knot Title Sponsor |
| <input type="checkbox"/> Challenge Sponsor (\$10,000) | Bow Tie Challenge Sponsor |
| <input type="checkbox"/> Day of Event Sponsor (\$5,000) | Saint Andrew Knot Sponsor |
| <input type="checkbox"/> Hour Sponsor (\$2,500) | Victoria Knot Sponsor |
| <input type="checkbox"/> Video Sponsor (\$1,500) | Trinity Knot Sponsor |
| <input type="checkbox"/> General Sponsor (\$500) | Nicky Knot Sponsor |
|
 | |
| <input type="checkbox"/> Restaurant Gala Sponsorship Pack (\$500) | |
| <input type="checkbox"/> T-Shirt Sponsor (\$1,000) | |

Provide the website address or social media page address you want to have audience directed to in social media posts or event emails:

II. WYAP Obligations

Per the stated sponsorship plan as determined by the Sponsor in section I of this Agreement. The WYAP will provide the Sponsor with all the sponsorship benefits as it is outlined and stated in the sponsorship packet. If WYAP is unable to fulfill one of the sponsorship benefits as it is noted in the sponsorship packet, WYAP will provide a replacement benefit that is mutually agreeable to both the Sponsor and WYAP. Additionally, WYAP will ensure that notification of a change of benefits will occur at the earliest possible convenience.

III. Sponsor Obligations

The Sponsor agrees to pay the amount of \$_____ [Sponsorship Fee] made payable to [Westfield Youth Assistance Program] and due within 30-days of receipt of this signed agreement.

IV. Sponsor Trademarks and Materials

Subject to the terms and conditions of this Agreement, the Sponsor grants the WYAP the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used



in any medium of advertising, promotional products, or marketing materials distributed solely in connection with the 2020 Westfield Mayor's Yellow Tie Gala virtual event. WYAP agrees to use materials according to Sponsor's trademark usage guidelines.

The Sponsor agrees to offer the following materials for marketing and promotional purposes:

- a. Full-Color Company Logo (Adobe Illustrator and JPG)
- b. Black & White Company Logo (Adobe Illustrator and JPG)
- c. Company Branding Guide (if available)
- d. Two (2) high-resolution photographs
- e. Company's Communications Primary Contact

V. Indemnity

5.1 The Sponsor will indemnify, defend, and hold the WYAP harmless from and against any claims relating directly or indirectly to or arising out of, content posted on the Sponsor's respective website, use of Sponsor materials, or use of Sponsor's logos and trademarks.

5.2 The WYAP will not be responsible for damage to or loss of property belonging to the Sponsor, its employees, contractors, or agents or for personal injury to the Sponsor's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of the WYAP and WYAP's employers, directors, or officers.

5.3 The Sponsor will give WYAP prompt written notice of any suit or claim that comes within the purview of these indemnities.

VI. Limitation of Liability

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from a breach of contract, breach of warranties, tort, strict liability, or otherwise.

VII. Term and Termination

7.1 This Agreement will be valid for the period of June 1, 2020, through December 31, 2020. Following the virtual event, WYAP will keep the westfielddyellowtiegala.com website live, with all sponsors listed until 180 days before the next Westfield Mayor's Yellow Tie Gala event.

7.2 The WYAP may terminate this Agreement at any time for any reason. In the event that the WYAP terminates this Agreement for any reason other than Sponsor's breach of Agreement, the WYAP shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense.



7.3 The Sponsor may terminate this Agreement for breach of Agreement by the WYAP after giving WYAP at least ten (10) days prior written notice specifying the nature of the breach and providing the WYAP at least ten (10) days to resolve such breach. If printed marketing materials or social media ads listing the Sponsors name have already been distributed, WYAP will pull the sponsor's name from future materials, but no portion of the sponsorship fee will be returned. If a breach occurs less than ten (10) days before the event, the Sponsor may terminate this Agreement if a breach is not resolved by the date before the event but will receive no refund of any fees received from the Sponsor.

VIII. **Disagreement**

In the case of a disagreement at any point, the parties will refer the matter to an independent arbitrator appointed by mutual agreement.

IX. **Miscellaneous**

9.1 This Agreement will supersede any or all prior oral or written forms of understanding between the Sponsor and WYAP. This Agreement may not be amended or modified except when one or both parties execute amendments in writing, and amendments are signed by both parties.

9.2 This Agreement shall be governed by and executed in accordance with the laws of the County of Hamilton in the State of Indiana applicable to agreements made and to be performed entirely within this state.

9.3 The terms and conditions of this Agreement shall not be divulged to any third party without prior written approval from both parties.

In witness whereof, the WYAP and Sponsor hereby agree to enter into this Agreement on the day and year first written above by affixing their respective signatures below.

SPONSOR SIGNATURE

Sponsor Company Name

Sponsor Company Contact First and Last Name

Sponsor Company Contact Signature



Sponsor Company Contact Email Address

Sponsor Company Contact Cell Phone

Date

WYAP REPRESENTATIVE SIGNATURE

First and Last Name

WYAP Representative Signature

Date

Please email your completed form as soon as possible to:

Westfield Mayor's Yellow Tie Gala Organizing Committee
info@westfielddyellowtiegala.com