

**SPONSORSHIP AGREEMENT FOR
ROBINSON MUSIC FESTIVAL**

SPONSOR REF. NO.:

MUNICIPAL: City of Robinson
MUNICIPAL ADDRESS (STREET, CITY, STATE, ZIP): 111 W. Lyndale, Robinson, TX 76706
CONTACT: Destiny DeLillo TELEPHONE: (254) 662-1415 ext. 1135
EMAIL ADDRESS: d.delillo@robinsontexas.org WEBSITE: www.robinsontexas.org

SPONSOR: _____ SPONSOR TAX ID/EIN: _____
SPONSOR ADDRESS (STREET, CITY, STATE, ZIP): _____
CONTACT: _____ TELEPHONE: (____) ____ - ____ FACSIMILE: (____) ____ - ____
EMAIL ADDRESS: _____ WEBSITE: _____

SPONSOR NAME TO APPEAR IN ACKNOWLEDGEMENTS (if different than above): _____
EVENT(S): Robinson Music Festival EVENT DATE(S): October 1, 2016
EVENT LOCATION(S): Peplow Park in Robinson

SPONSORSHIP CONTRIBUTION (check all that apply): Cash payment in the amount of _____ In-kind donation described below
DESCRIPTION OF IN-KIND DONATION (attach additional sheets if necessary)*:

Quantity	Item Description	Fair Market Value Per Item	Total Fair Market Value of the Donation (Col.1 x Col. 3)	Item Necessary for Event(s)? (Y/N)

* City of Robinson may require Sponsor to provide additional documentation to support the value of in-kind donations prior to accepting such donations.

TOTAL FAIR MARKET VALUE OF SPONSORSHIP CONTRIBUTION**: _____

** Sponsor should contact its tax advisor to determine the tax deductible amount, if any, of the Sponsorship Contribution for federal income tax purposes.

VALUE OF SPONSORSHIP CONTRIBUTION FOR SPONSORSHIP LEVEL (reflecting any reduction due to lack of necessity**): _____

*** For the sole purpose of determining the Sponsorship Level of the Sponsor, in the event an in-kind donation is not necessary for the Event(s), the Total Fair Market Value of the Donation may be reduced by one-half. Such reduction shall not have an impact on the fair market value or tax-deductible amount of the Sponsorship Contribution.

CASH SPONSORSHIP CONTRIBUTION PAYMENT METHOD: Check payable to City of Robinson ACH transfer (instructions available on request)
 Credit card payment: (a) Credit card type: Visa MasterCard American Express Discover (b) Name of cardholder: _____
(c) Credit card number: _____ (d) Verification code (3 or 4 digits): _____ (e) Expiration date: _____

SPONSORSHIP CONTRIBUTION PAYMENT SCHEDULE:
 Full amount of Sponsorship Contribution due and payable to City of Robinson upon execution of this Agreement.
 Payment of _____ of the Sponsorship Contribution due and payable to City of Robinson upon execution of this Agreement, with the remainder of the Sponsorship Contribution due and payable to the City of Robinson on or before _____.
 Payment of the full amount of the Sponsorship Contribution due and payable to City of Robinson on or before _____.
 Other (explain schedule or attach timeline): _____

• Sponsor's failure to make the contributions on the due dates indicated above shall result in a forfeiture of those Sponsorship Benefits set forth on Schedule B to this Agreement.

SPONSORSHIP LEVEL: See Schedule A to this Agreement (attached) SPONSORSHIP BENEFITS: See Schedule B to this Agreement (attached)

CITY OF ROBINSON PERMISSION FOR SPONSOR TO USE THE FOLLOWING MARKS (check all that apply):

- City of Robinson name City of Robinson logo (must be used in close proximity to City of Robinson name)
- The marks selected above (collectively, "City of Robinson Marks") may be used by the Sponsor during the term of this Agreement for the sole purpose of promoting the Sponsorship.
- Sponsor will present to City of Robinson for its approval (which approval shall not be unreasonably withheld), prior to printing, distribution, publication, display, or use, any and all promotional materials and scripts of all statements, oral or written, to be made by Sponsor, its agents or spokespersons, which use or refer to any City of Robinson Marks.
- Sponsor shall not use the City of Robinson Marks in advertisements or promotions that contain a reference to any entity that is not an authorized local or national sponsor of the Event(s).
- Sponsorship materials and statements must state that the City of Robinson Marks are registered trademarks of the City of Robinson and must be consistent with both parties' outstanding public images.
- Sponsorship materials and statements may only refer to each event in the additional event names in the "SPECIAL TERMS/OTHER" section below.

SPONSOR PERMISSION FOR CITY OF ROBINSON TO USE THE FOLLOWING SPONSOR MARKS: _____

• Prior to the date of _____, Sponsor must provide to City of Robinson a high-resolution, digital image of the Sponsor's marks set forth above (collectively, "Sponsor Marks"). Sponsor's failure to submit the images required on the due date indicated above shall result in a forfeiture of those Sponsorship Benefits set forth on Schedule B to this Agreement.

SPECIAL TERMS/OTHER: _____

By executing this Agreement, Sponsor agrees to be bound by the Standard Terms and Conditions as set forth on Page 2 of this Agreement and all attachments hereto, which are hereby incorporated herein as if set forth in their entirety. All terms set forth in all bold and capitalized letters herein shall have the meaning specifically designated above. The signatories to this Agreement hereby warrant that they have read and agree to the terms, conditions and provisions of this Agreement, including the Standard Terms & Conditions and Schedules, and have full power and authority to sign for and bind their respective organizations.

EFFECTIVE THIS _____ DAY OF _____, _____ (the "Effective Date").

City of Robinson

By: _____
Name/Title: _____

("Sponsor")

By: _____
Name/Title: _____
Date: _____

Standard Terms and Conditions

1. City of Robinson. is a organization exempt from federal income tax pursuant to Internal Revenue Code §170(c)(1).
2. Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall end on completion of the last Event set forth on Page 1 of this Agreement.
3. Sponsor Contributions. Sponsor shall receive the Sponsorship Benefits set forth in Schedule B of this Agreement in consideration for the Sponsorship Contribution. City of Robinson may require Sponsor to provide additional documentation to support the value of in-kind donations prior to accepting such donations as credit toward the Sponsorship Contribution. The total value of any goods and services provided by Sponsor as part of its sponsorship of the Event(s) shall be designated in this Agreement. As indicated on Page 1 of this Agreement, all cash Sponsorship Contributions shall be either (i) sent to City of Robinson by check at the address set forth on Page 1 of this Agreement; or (ii) transmitted through ACH transfer to an account designated in writing by City of Robinson. All cash payments made to City of Robinson, whether by check or ACH transfer, shall reference the Sponsor Ref. No. set forth on Page 1 of this Agreement. All in-kind Sponsorship Contributions shall be delivered to City of Robinson in accordance with the delivery instructions provided by City of Robinson to Sponsor. In the event Sponsor has a presence at an Event, Sponsor shall present to City of Robinson for prior approval all items that are to be distributed by Sponsor at such Event.
4. City of Robinson Marks. City of Robinson grants to Sponsor a limited, non-exclusive sublicense to use the City of Robinson Marks during the term of this Agreement. Sponsor may use the City of Robinson Marks solely to promote its sponsorship of the Event(s) in conjunction with promotions, marketing and advertising, as agreed upon in advance by City of Robinson and in accordance with the terms of this Agreement. Sponsor shall not change or alter the City of Robinson Marks in any way, including without limitation, in appearance or spelling or change the case of the letters. Sponsor is prohibited from transferring, sublicensing or assigning its rights to use the City of Robinson Marks. At its sole discretion, City of Robinson may require the removal of the City of Robinson Marks at any time from any materials developed in connection with the Event(s). Sponsor acknowledges and agrees that any materials, advertisements, promotional items, brochures, signage or other City of Robinson-branded items provided by City of Robinson may not be used, reproduced, distributed or disseminated except as specifically authorized by City of Robinson and solely in accordance with City of Robinson's standard terms of use, as may be amended from time to time. City of Robinson and Sponsor agree that all right, title and interest in and to the City of Robinson Marks shall inure to the sole benefit of City of Robinson.
5. Sponsor Marks. Sponsor grants City of Robinson a limited, non-exclusive license to the Sponsor Marks during the term of this Agreement, solely for acknowledging Sponsor's sponsorship of the Event(s). Sponsor represents and warrants that it owns the Sponsor Marks and City of Robinson's use of such marks in accordance with the terms of this Agreement shall not infringe on the rights of any third party. City of Robinson shall not sublicense or transfer the use of the Sponsor Marks to any person or entity without the prior written consent of Sponsor. It is Sponsor's responsibility to inform City of Robinson of any changes in the Sponsor Marks that occur following execution of this Agreement. Upon notice of such changes, City of Robinson shall make good faith efforts to make the necessary changes to new Event materials it creates, but shall not be required to make any changes to any Event materials that have already been created or are in the process of being created at the time such notice is given. City of Robinson and City of Robinson agree that all right, title and interest in and to the Sponsor Marks shall inure to the sole benefit of Sponsor.
6. Cancellation or Delay of a Event. City of Robinson will use its good faith diligent efforts to conduct the Event(s) on the Event Date(s) set forth on Page 1 of this Agreement; provided, however, that City of Robinson shall not be responsible for damages that result from delays or postponements of a Event due to circumstances beyond its reasonable control; and in the event that a Event does not take place, the Sponsorship Contribution shall be treated as a donation to City of Robinson and shall not be refunded. In no circumstance shall the City's liability for delay or cancellation of an event exceed the Sponsorship Contribution.
7. Relationship of Parties. The parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other and such parties have no legal relationship other than as contracting parties to this Agreement. All individuals provided by or associated with Sponsor who perform services at the Event(s) shall perform such services at the direction of, under the supervision and control of, and for the benefit of Sponsor. Such individuals shall not perform such services on behalf of City of Robinson and shall not be agents or representatives of City of Robinson. Sponsor shall be responsible, as between Sponsor and City of Robinson, for any injuries or damages caused by or to said individuals.
8. Assignment. Neither party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld.
9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas without regard to conflict of laws principles that may require the application of the laws of any other jurisdiction. Venue for any litigation or dispute arising under this Agreement shall be in a court of competent jurisdiction in McLennan County, Texas.
10. Notice. Any notice shall be in writing and shall be effective (i) when personally delivered or transmitted via facsimile with receipt confirmed; (ii) the next business day following deposit with a reputable courier service for overnight delivery; or (iii) five business days following deposit in the United States mail, postage prepaid, registered or certified. All notices shall be forwarded to the address of each party listed on Page 1 of this Agreement.
11. Entire Agreement. This Agreement shall constitute the entire agreement of Sponsor and City of Robinson to be binding upon the parties as of the Effective Date. This Agreement supersedes any prior understandings or oral agreements between Sponsor and City of Robinson regarding the Event(s) and constitutes the entire understanding and agreement between the parties with respect to the Event(s). There are no agreements, understandings, representations or warranties between the parties other than those set forth in this Agreement. Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; and this Agreement shall not otherwise be affected.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original.

Note: IF Sponsor is to have a physical presence at the event, including any displays, equipment, or any signage not provided by the City; Sponsor shall provide the City with proof of general liability insurance that provides coverage for the Sponsor's activities at the event with minimum coverage of \$250,000 per person, \$500,000 aggregate. If the Sponsor's presence will involve the operation of an automobile—automobile insurance with the same minimum coverages set forth above is required, and proof of such coverage must be provided to the City. Rights of subrogation against the City and event organizers/workers must be waived.

NO WARRANTIES OR REPRESENTATIONS ARE MADE BY THE CITY OF ROBINSON OR THE EVENT ORGANIZERS AS TO THE SPONSORSHIP BENEFITS AND ANY SUCH WARRANTIES OR REPRESENTATIONS ARE DISCLAIMED.