

Recognition and celebration of the arts community.

EXCELLENCE
in the

ARTS
Presented by The Gazette

Iowa is home to a number of outstanding students who are thriving in the arts. In 2023, The Gazette will launch a series to honor the achievements of the talented arts community in Eastern Iowa.

Excellence in the Arts will include outreach to area high schools, asking for nominations in the categories of visual, audio and performing arts. Selection of outstanding achievement will lead to a spotlight series of winners and awards ceremony to celebrate while showcasing various local artists.

Dates: Special Section publication – April 16 • Awards Event – April 22

PRESENTING SPONSOR — \$5,000

- Recognition in promotion leading up to and throughout the event, including but not limited to: Print, Social, Digital platforms
- Recognition as presenting sponsor in call for nominations January-March
- Full page in Excellence in the Arts special section
- On site presence in signage, materials and in welcome during the awards event
- Logo listed in event program
- Ten complimentary tickets to the awards event
- Logo recognition on Excellence in the Arts physical award

SUPPORTING SPONSOR — \$2,500

- Quarter page in accompanying special section
- Logo listed in event program
- Six complimentary tickets to the event

VISUAL ARTS EXHIBIT SPONSOR — \$1,500

- Recognition as sponsor in visual arts exhibit area
- 1/8 page ad in accompanying special section
- Logo listed in event program
- Four tickets to event

Contact us today: Amy.McKelvy@thegazette.com | 319-398-8351



Excellence in the Arts

Presented by The Gazette

OFFICE USE ONLY

Date received: _____

Time received: _____

Account#: _____

Rep #: _____

Event #: _____

Ad #: _____

Credit Cards are accepted for payment: Visa, MasterCard, Discover

Please call for Credit Card #

Please invoice

Please make checks payable to The Gazette.

Check #: _____

Mail to: 116 Third St. SE, Cedar Rapids, Iowa 52401

Event Sponsorship Agreement

This **Event Sponsorship Agreement** (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between **The Gazette** and the following Sponsor ("Sponsor"):

Name of Sponsor: _____
Address: _____ Contact Name: _____
Phone: _____ Fax: _____ Email Address: _____
Name of Sponsor as it should appear in Event Promotional Materials: _____

PRESENTATION

A. The Gazette is hosting the following Excellence in the Arts event (the "Event"):
Special Section publication – April 16 • Awards Event – April 22

B. Sponsor desires to sponsor the Event as provided in this Agreement

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. **Sponsorship Level and Fees.** Subject to the terms and conditions of this Agreement, Sponsor hereby agrees to sponsor the Event at the following sponsorship level shall pay to The Gazette a fee (the "Sponsorship Fee") as set out below:

2. **Contract and Payment of Sponsorship Fee:**

[] **PRESENTING SPONSOR \$5,000**

Presenting Sponsor shall be entitled to the following benefits:

- Recognition in promotion leading up to and throughout the event, including but not limited to: Print, Social, Digital platforms
- Recognition as presenting sponsor in call for nominations January-March
- Full page in Excellence in the Arts special section
- On site presence in signage, materials and in welcome during the awards event
- Logo listed in event program
- Ten complimentary tickets to the awards event
- Logo recognition on Excellence in the Arts physical award

[] **SUPPORTING SPONSOR \$2,500**

Supporting Sponsor shall be entitled to the following benefits:

- Quarter page in accompanying special section
- Logo listed in event program
- Six complimentary tickets to the event

[] **VISUAL ARTS EXHIBIT SPONSOR \$1,500**

Visual Arts Exhibit Sponsor shall be entitled to the following benefits:

- Recognition as sponsor in visual arts exhibit area
- 1/8 page ad in accompanying special section
- Logo listed in event program
- Four tickets to event

(a) Sponsor must return a signed copy of this Agreement to The Gazette but this Agreement shall not be binding until accepted in writing by an authorized agent of The Gazette. The Gazette, in its sole discretion, reserves the right to accept or reject any signed Agreement by a prospective Sponsor.

(b) The applicable Sponsorship Fee may be paid by credit card or check, with any checks payable to "The Gazette." The deadline for payment of the applicable Sponsorship Fee is noon 30 days prior to Event date. In the event The Gazette accepts this Agreement for a sponsorship of the Event but the Sponsor fails to pay the applicable Sponsorship Fee in full by the Sponsorship Fee Payment Deadline, The Gazette in its sole discretion may immediately cancel and terminate this Agreement by written notice to Sponsor, in addition to any other remedies to which The Gazette may be entitled.

3. **Sponsor Trademarks/Sponsor Materials.**

(a) Sponsor grants to The Gazette and its affiliates the right to use Sponsor's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to The Gazette (or its affiliates) by Sponsor ("Sponsor Materials"), in any medium of advertising, including without limitation, newspapers, television, and the Internet, and in any marketing materials, and/or promotional goods distributed in conjunction with the Event and in accordance with Sponsor's trademark usage guidelines, if any.

(b) Sponsor further agrees that The Gazette and its affiliates shall have the perpetual, worldwide, royalty-free license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all pictures, video, and sound from the Event, including the name and logos of Sponsor or its products and the name, voice, likeness of Sponsor's representatives which were made available at the Event, whether prior to, concurrently with, or following Sponsor's submission of this Agreement to The Gazette.

4. **Disclaimer of Warranties.** The Gazette makes no warranties with respect to the Event or Sponsor's participation in it. All goods and services provided by The Gazette with respect to the Event are provided "AS IS".

5. **Compliance with Rules and Laws.** Sponsor agrees to comply with the terms and conditions of this Agreement, all rules of the Event Location applicable to the use of its facilities and with all applicable laws, regulations and ordinances. Sponsor agrees that if any of such terms, conditions, rules, laws, regulations or ordinances are violated, The Gazette, in its sole discretion, may terminate this Agreement and Sponsor's sponsorship immediately, and no refund will be issued to Sponsor. All decisions of The Gazette with respect to enforcement of the terms and conditions of this Agreement are final, binding and absolute and not subject to inquiry or appeal.

Name of Sponsor: _____

6. Limitation of Liability. In no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages. Notwithstanding anything else in this Agreement, The Gazette's liability for any claim against The Gazette shall be limited to the Sponsorship Fee actually paid by Sponsor to The Gazette.

7. Indemnity and Insurance

- (a) The Gazette shall not be responsible for any loss of or damage to property of Sponsor, its employees, agents, contractors or for any personal injury to Sponsor's officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of The Gazette, its directors, officers, and/or employees.
- (b) Sponsor shall indemnify, defend, and hold harmless The Gazette, its affiliates and their shareholders, directors, officers, employees, and agents from and against any and all claims and other liabilities (including reasonable attorney's fees) that are caused by, arise from, or grow out of the negligent acts or omissions of the Sponsor, its affiliates, and all of their respective officers, directors, employees, representatives, servants, invitees, patrons, or guests, or relating directly or indirectly to, content on their respective web sites, use of Sponsor's trademarks and logos, and Sponsor Materials. Sponsor will give The Gazette prompt written notice of any claim or suit coming within the purview of these indemnities.

8. Representations. Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.

9. Term and Termination

- (a) Term. Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through a date one week past the Event date, unless earlier terminated as otherwise provided in this Agreement (the "Term").
- (b) Termination by The Gazette. The Gazette shall be entitled to cancel the Event and/or terminate this Agreement at any time for any reason. In the event The Gazette terminates this Agreement for any reason other than Sponsor's breach The Gazette shall refund any fees received from Sponsor, and at Sponsor's expense, return any materials, and equipment, hardware and/or software loaned by Sponsor for the Event.
- (c) Termination by Sponsor. Sponsor may terminate this Agreement for breach by The Gazette after giving The Gazette at least ten (10) days prior written notice specifying the nature of the breach, and giving The Gazette no less than ten (30) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the tenth day. If breach occurs fewer than ten (10) days prior to the Event, Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event.
- (d) Effect of Termination. If The Gazette terminates this Agreement for Sponsor's breach, The Gazette shall retain any fees received from Sponsor which fees shall be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of Sponsor shall be returned at the end of the Event and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination. If Sponsor terminates for The Gazette's breach, Sponsor shall be entitled to seek a full refund of any fees paid and for the return of any equipment, materials and hardware or software of Sponsor.
- (e) Survival. In the event of termination or expiration of this Agreement, sections 5 to 11 shall survive.

10. Miscellaneous

- (a) Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent via email with receipt verified, and sent to the address provided in this Agreement, or to such other address as provided to the other party as provided herein. All notices, matters and questions concerning this agreement or the Event should be directed to The Gazette as follows:

Brittany Barnhart, Event Manager
The Gazette • 116 Third St. SE • Cedar Rapids, Iowa 52401
Phone: 319-241-8278 Email: Brittany.Barnhart@TheGazette.com

- (b) Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.
- (c) Governing Law. The laws of the state of Iowa shall govern this contract, without regard to Iowa's choice of law rules. The state and federal courts located in Linn County, Iowa shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this contract. The parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings.
- (d) Assignment. Sponsor may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of The Gazette. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the parties.
- (e) Force Majeure. The Gazette shall not be liable for delay or failure of performance with respect to this Agreement caused by an Act of God, action by any governmental or quasi- governmental entity, fire, flood, insurrection, riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of The Gazette ("Force Majeure Events"). In such event, The Gazette shall at its option be entitled to retain such reasonable portion of the Sponsorship Fees as required to compensate The Gazette for expenses incurred up to the time of the Force Majeure Event.

This contract shall not become valid and binding until it has been accepted in writing by The Gazette at its offices in Cedar Rapids, Iowa.

SPONSOR: Name of Sponsor: _____ Signature: _____ Name: _____ Title: _____ Date: _____
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THE GAZETTE: By: _____ Name: _____ Title: _____ Date: _____
