

The premier Eastern Iowa holiday event.



Dates: November 18 & 19, 2023

Holiday magic shines during Festival of Trees, one of Eastern Iowa's largest community gatherings of the season. Festive trees are sponsored and themed by area businesses, organizations and individuals, then set up for silent auction throughout the weekend of the event. This holiday festival is two days filled with market vendors, celebration and activity for all ages.

TREE SPONSOR – 7.5' \$300

- 7.5 foot tree to decorate and contribute to the silent auction with part of proceeds donated to area nonprofit organizations
- Company listing on event map
- Tree signage at sponsored tree location
- Posting on social media leading up to and throughout Festival of Trees

TREE SPONSOR – 3' \$100

- 3 foot tree to decorate and contribute to the silent auction with part of proceeds donated to area nonprofit organizations
- Company listing on the event map
- Tree signage at sponsored tree location

WREATH SPONSOR \$100

- 24 x 36 inch holiday wreath to decorate and contribute to the silent auction with part of proceeds donated to area nonprofit organizations
- Company listing on event map
- Wreath signage at the sponsored location

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





OFFICE USE ONLY
Date received: _____
Time received: _____
Account#: _____
Rep #: _____
Event #: _____
Ad #: _____

Credit Cards are accepted for payment: Visa, MasterCard, Discover
<input type="checkbox"/> Please call for Credit Card #
<input type="checkbox"/> 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: _____	Cell: _____
Email Address: _____	
Name of Sponsor as it should appear in Event Promotional Materials: _____	

PRESENTATION

A. The Gazette is hosting the following Festival of Trees events (the "Event"):
 Dates: November 18 & 19, 2023

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:

TREE SPONSOR – 7.5' \$300

Co-Presenting Series sponsor shall be entitled to the following benefits:

- 7.5 foot tree to decorate and contribute to the silent auction with part of proceeds donated to area nonprofit organizations
- Company listing on event map
- Tree signage at sponsored tree location
- Posting on social media leading up to and throughout Festival of Trees

TREE SPONSOR – 3' \$100

Episode sponsor shall be entitled to the following benefits:

- 3 foot tree to decorate and contribute to the silent auction with part of proceeds donated to area nonprofit organizations
- Company listing on the event map
- Tree signage at sponsored tree location

WREATH SPONSOR \$100

Episode sponsor shall be entitled to the following benefits:

- 24 x 36 inch holiday wreath to decorate and contribute to the silent auction with part of proceeds donated to area nonprofit organizations
- Company listing on event map
- Wreath signage at the sponsored location

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

(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. **Tables in Event Networking Room.** Sponsor shall be advised prior to the date of the Event of the times for set up and take down of displays or promotional items on the table. Sponsor must notify The Gazette 2 weeks prior to the date of the Event the name of individual(s) to be Sponsor's representative in connection with such table. The Gazette reserves the right in its sole discretion to determine whether any display or promotional materials at such table are appropriate for display or distribution at the Event.

4. **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.

5. **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".

6. **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.

7. **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.

8. **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 omis-

sions 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.

9. **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.

10. **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.

11. **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.

TREE RULES & REGULATIONS

Logistics

- Check in with Festival staff before unloading your décor to be shown to your tree location.
- All Load-In and Load-Out must arrive through the designated areas of the facility. No staff is provided to load/unload/move/carry/secure items. Load In and Load Out is the responsibility of each individual exhibitor.
- Please adhere to scheduled hours for decorating or removal of your decorations. Any time over the designated hours will be **charged to the client** to cover the additional staffing expenses.

Lighting

- All electrical wiring and lighting shall be UL listed and Certified
- The use of electrical wiring and lighting constructed entirely of metal shall be prohibited
- No more than 3 strands of lights may be connected to each extension cord
- Please test your lights prior to placing them on the tree and bring extra strands for replacement if needed
- Replacement bulbs and fuses should be taped to the base of the tree for Festival staff to use if needed
- **Decorator will provide their own extension cords and timer**

Decorations

- No business logo items on trees
- All ornaments must be firmly attached to the tree, no simple wire hooks
- No perishable foods used as décor

- No fragrance
- No spray adhesives, loose glitter, confetti or loose tinsel.
- Use of glue guns, or spraying of any material is prohibited in the facility, please do this off-site.
- All materials must be Family Appropriate! The Festival Staff will have the right to deny use of any decorations they deem inappropriate material
- The Gazette will not provide items to help decorate your tree. It is recommended that you bring any of the following items if needed: floral wire, pipe cleaners, pliers, wire cutter, scissors, first aid kit, floral/other tape, garbage bags, **ladder or step stool**.
- No “Buy Backs” of company trees: all trees and décor become property of The Gazette (with the intent to auction at the event).
- **Remember, trees will be sold to benefit local charities. Please decorate your tree to sell.**

Cancellation of Festival of Trees

In the unfortunate likelihood that the event is canceled by The Gazette, Exhibitor may receive a refund of entry fees. Except as specifically provided in these Rules, Terms and Conditions, no refunds will be issued for any other reason. Businesses cancelling prior to 2 months of event date will be required to pay 25% of the full booked rate, 50% of the full booked rate within 2 months of event date. Any cancellation within 1 month will require full booked rate payment. Businesses with outstanding balances will be invoiced according to the cancellation policy.

SPONSOR:
Name of Sponsor: _____
Signature: _____
Name: _____
Title: _____
Date: _____

THE GAZETTE:
By: _____
Name: _____
Title: _____
Date: _____