



SPONSOR BOOTH AGREEMENT

This Westfield Welcome Sponsor Booth Agreement ("Agreement") is made this [redacted] day of [redacted], 2019 by and between City of Westfield, Indiana, 2728 E. 171st Street, Westfield, Indiana 46074 ("City"), and [redacted], with an official address at [redacted] (Hereinafter, "Sponsor").

RECITALS

City owns a park located at 205 W. Hoover Street, Westfield, Indiana, and

Sponsor desires to use a portion of the event layout for the use and purposes set forth in this Agreement; and

City agrees to permit Sponsor's use of portions of the event layout pursuant to the terms and conditions of this Agreement:

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Sponsor agree as follows:

1. License: City grants a temporary exclusive license to Sponsor for the use of a sponsor booth space in the specified location determined by the Westfield Welcome committee and communicated by the Event Manager.
2. Proposed Use: The Sponsor will use the Licensed Space only for items and services approved by the WESTFIELD WELCOME Committee. Any brochure, handout, catalog, or price list that describes your product or service must be included with your Booth Info Sheet and must be approved for distribution by the WESTFIELD WELCOME Committee. This proposed use, pursuant to and in compliance with the terms and conditions of this Agreement, and for no other purpose (the "Permitted Use"). Sponsor will take all necessary action required to insure the safety of the participants, invitees, guests and the public attending the event, and will be solely liable for any damages or injuries, including death, that arise as a result of the Permitted Use of the Licensed Space. The Sponsor's requirements for the preparation and setup of the Licensed Space as defined in the WESTFIELD WELCOME Booth Info Sheet (Schedule II), approved by the WESTFIELD WELCOME Committee, and attached to this agreement.
3. Reserved Dates: Upon payment of the WESTFIELD WELCOME invoice, the Licensed Space will be reserved for the Sponsor.
4. Use Request: To reserve the Licensed Space, Sponsor must complete, execute and deliver this Agreement to the Event Manager. Any request may be denied by the City if, in its sole discretion, it determines that the proposed request is inconsistent with the overall mission of the WESTFIELD WELCOME Event or the use of the parking lot.
5. Sponsor will be required to pay (i) any charges to clean-up the parking lot and to restore the parking lot to the condition existing prior to the event incurred by City after an event, and (ii) the cost to repair and replace any damage to the parking lot.
6. Utilities: If the Sponsor requires electric to be provided by WESTFIELD WELCOME, Sponsor must communicate this request directly through the Event Manager. Additional fees may apply.

7. **Parking and Loading:** Sponsor will be provided detailed loading and unloading instructions two weeks prior to the Event. Sponsor will have the non-exclusive use of those specific parking areas of the parking lot subject to any and all rules and regulations for those areas, including restricted or reserved spaces and drop-off and loading zones. The parking areas are to be used solely for the parking of motor vehicles and bicycles in the areas designated for such use. All loading of equipment, fixtures or other property for the event will be made in those areas or zones specifically designated for the loading and unloading at the parking lot.
8. **Damage and Alteration:** Sponsor and its officers, employees, agents, contractors, licensees, guests and invitees will not injure, damage, mar or deface the area, its associated facilities, the parking areas, appurtenances and any equipment contained or located therein. Sponsor will not cause or permit anything to be done which in any way injures, damages, mars or defaces the area, its associated facilities, the parking areas, appurtenances and equipment contained or located therein, and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof and will not make or allow to be made any alterations of any kind therein. Sponsor will immediately report any damage for repair by City's authorized contractor. Sponsor will upon demand reimburse City for the cost of any such repairs. City will not be responsible to Sponsor for the lack of use of any portion of Licensed Space due to repairs of such damage or the Licensed Space generally.
9. **Equipment:** Sponsor agrees that it and its officers, employees, agents and contractors will only use equipment, furniture, or fixtures that comply with the City of Westfield Fire Marshal standards in that it must be flame-retardant, in good working order and regularly maintained. All equipment must be supplied by the Sponsor and approved by the WESTFIELD WELCOME Committee.
10. **Hazards:** Sponsor and its employees, agents and contractors will not employ, use or ignite any fireworks or other pyrotechnical devices or equipment, without City's prior written approval which may be granted, withheld or conditioned in their sole and absolute discretion.
11. **Non-Smoking Campus:** The Licensed Space are designated as non-smoking at all times. Sponsor will be responsible for any and all fines levied for violation of this policy and for any damage resulting from the violation of this policy.
12. **Use of Name/Advertising:** Without the express written consent of the WESTFIELD WELCOME Committee, the Sponsor will not use City's name or trademark in its advertising. The Sponsor agrees to submit all press releases and advertisements to the Event Manager for review and approval by the WESTFIELD WELCOME Committee prior to publication. No signs, messages, flyers, posters or other advertising materials may be posted, displayed, distributed nor will Sponsor make any announcements by loudspeaker, public address system or otherwise, in or about the parking lot without having obtained prior written permission of City and the Event Manager. All signage must be approved by the Event Manager. Any approved materials may not be fastened or affixed to any part of the parking lot except in locations designated and approved by the City and may not be permitted to interfere with crowd movement and safety.
13. **Licenses and Copyrights:** Sponsor agrees and warrants that no music, literary or artistic work or property protected by license or copyright will be performed, reproduced, or used in connection with its activities in Licensed Space or at the parking lot unless the Sponsor, its officers, employees, agents or contractors have obtained permission from the copyright or license holder or have obtained appropriate licensing to use such works. Sponsor, its agents, employees and invitees are also granted a non-exclusive license during the Reserved Dates to use the "Common Areas" in common with other Sponsors, tenants and their agents, employees and invitees. "Common Areas" is defined to mean all areas of the real estate on which the parking lot is located which serve the parking lot and all areas in and/or comprising the park and together with other improvements and facilities located thereon or appurtenant thereto designed for use in common by the Sponsors and tenants of the parking lot and their agents, employees, servants, customers, invitees and licensees, and the general public with such facilities and improvements including parking and loading areas, ingress and egress access roads.
14. **Broadcast and Recording Rights:** City reserves all rights and privileges for radio and television broadcasts, whether live or transcribed for delayed transmission, and all visual or audio recordings originating from the Licensed Space and the parking lot. Broadcasting and recording, and the allocation of revenues derived therefrom, will be negotiated as a part of the execution of this Agreement. Should City grant to the Sponsor any such rights and privileges, City reserves the right to

require advance payment of any estimated costs that City may incur with respect to the broadcasts or recordings. Any contract involving broadcast or recording rights must first be submitted to the Event Manager for review by the WESTFIELD WELCOME Committee and the City and the approval by City and then be signed by all pertinent parties thereto, prior to any broadcast or recording date.

15. Compliance with Laws: The Sponsor, its officers, employees, agents, contractors, licensees, guests and invitees will comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Permitted Use of Licensed Space. The Sponsor, its officers, employees, agents and contractors will obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. The Sponsor will advise the Event Manager of all permits and licenses required to be obtained for its Permitted Use. The Sponsor will pay any fees and expenses that may be required relative thereto. The Sponsor will pay all taxes imposed by law in connection with its Permitted Use of the Licensed Space. Except as specifically authorized herein and only with the prior written consent of City, the possession and/ or use of intoxicants, including beer or wine, is prohibited in the licensed Space and the parking lot.

16. All notices by the parties to each other hereunder will be in writing, addressed as follows:

To WESTFIELD WELCOME:
Westfield Welcome
19000 Grand Park Blvd.
Westfield, Indiana 46074
Attn: Kelley Wells

To Sponsor:

17. Insurance: Sponsor must provide a General Liability Certificate of Insurance for \$1,000,000 listing the City of Westfield (with the address of 130 Penn Street, Westfield, Indiana 46074) as additionally insured. If you are unable to provide the Certificate of Insurance, you will be required to sign a Waiver Release and Indemnification.

18. Indemnification. Sponsor agrees to defend, indemnify, and hold harmless City, the WESTFIELD WELCOME Chairperson and WESTFIELD WELCOME Committee and their officers, employees and agents, their successors, their respective employees and agents, to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted for any loss, damage, death, or injury to persons or property arising in any manner out of or incident to the use and occupancy of the Licensed Space and the parking lot by Sponsor, its event participants, employees, agents and contractors, Sponsor's acts or omissions, or Sponsor's performance or nonperformance of this Agreement.

19. Modification /Cancellation: Absent a written agreement between the WESTFIELD WELCOME Committee and the Sponsor, this Agreement may not be modified nor cancelled by WESTFIELD WELCOME Committee except when Sponsor fails to comply with the terms and conditions of this Agreement, hinders or otherwise interferes with the use of the parking lot by another Sponsor, tenant or other permitted organization, fails to show adequate financial resources for presentation of the event, is not willing or able to perform adequately its duties and responsibilities required for the event or similar cause in the sole judgment of the WESTFIELD WELCOME Committee or City, or where the Sponsor poses a potential hazard to public safety.

20. Force Majeure: Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent

that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction.

21. Violation of Laws: If in WESTFIELD WELCOME Committee's reasonable opinion, at any time the Sponsor's officers, employees, agents, contractors, licensees, guests or invitees violate(s) an applicable rule or regulation, the rules and regulations (if any) of the parking lot or the ordinance or the applicable laws of the City of Westfield, Hamilton County or the State of Indiana or the United States of America, Sponsor will direct the offender to cease and desist from continuing such illegal or improper use or behavior. Notwithstanding anything to the contrary contained in this Agreement, the WESTFIELD WELCOME Committee expressly reserves its right at any time upon prior notice to Sponsor (except in emergencies), to cause the removal of any of Sponsor's officers, employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of City has engaged or is engaging in illegal, undesirable, disruptive or hazardous behavior.
22. Choice of Law: This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.
23. Authority: Each party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the party to execute this Agreement for and on behalf of the party and to bind the party to the terms and conditions set forth herein.
24. Entire Agreement: This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the parties to this Agreement and supersedes all prior representations, understandings and agreements between the parties with respect to the subject matter. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver of consent is in writing and signed by the party claimed to have waived or consented. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination of this Agreement (which will include by way of example and not limitation repair and indemnification provisions) will so survive the completion of performance, expiration or termination of this Agreement. This Agreement may be amended or modified only by a writing executed by authorized representatives of each party.
25. Counterparts: This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

CITY:

CITY OF WESTFIELD, INDIANA

By:

SPONSOR:

By:



SCHEDULE I
WESTFIELD WELCOME SPONSOR EXCLUSIVITY

EXCLUSIVE AGREEMENTS FOR GOOD AND/OR SERVICES IN WESTFIELD PARKS*

1. Beverage Sales Agreement with Pepsi Beverages Company

* SUBJECT TO AMENDMENT FOLLOWING EXECUTION OF USE AGREEMENT



SCHEDULE II
WESTFIELD WELCOME SPONSOR BOOTH INFO SHEET

1. **Group or Business Name:**

2. **Day-of-Event Contact Name:**

3. **Day-of-Event Contact Phone Number:**

4. **Email Address:**

5. **Business Address:**

6. **Website:**

7. **Non-profit IRS#:**

8. **Electricity Needs:**

9. **Product List:** (please specify what you will be handing out at your booth)

10. **Additional Comments:**
