



SPONSORSHIP AGREEMENT

SPONSOR COMPANY

Spectrum Designs

CONTACT NAME

Dylan Ualic

BUSINESS ADDRESS

199 Tompkins Avenue

CITY

Pleasantville

STATE

NY

ZIP CODE

10570

PHONE

510.707.7187

FAX

E-MAIL

dylan@spectrumdesigns.org

WEBSITE

spectrumdesigns.org

DAY OF EVENT CONTACT

Dylan Ualic

DAY OF EVENT PHONE

510.707.7187

dylan@spectrumdesigns.org

SPONSORSHIP PACKAGE

- ☐ Exclusive Presenting Sponsor
- ☐ \$20,000 Premiere Sponsor
- ☐ \$12,500 Alternate Stage Sponsor
- ☐ \$10,000 Title Sponsor
- ☐ \$7,500 Supporting Sponsor
- ☐ \$5,000 Platinum Sponsor
- ☐ \$2,500 Gold Sponsor
- ☐ \$1,000 Silver Sponsor
- ☐ \$500 Bronze Sponsor
- ☐ \$100 Music Fan Sponsor

3304

A LA CARTE (IF MORE THAN ONE, WRITE QUANTITY ON LINE)

- ☐ \$15,000 Main Stage Naming Sponsor
- ☐ \$7,500 Party Stage or Chill Tent Stage Naming Sponsor
- ☒ \$2,500 Food Court, Vendor Village, Kids Zone, On-Field Shade Tent or Tent City Naming Sponsor (circle area to be sponsored)
- ☐ \$2,500 Assigned Tent Site on Sponsor Row
- ☐ \$1,000 per 50 radio mentions (specify # of mentions) _____
- ☐ \$400 per Sponsor Sign Placement (\$600 for two) _____
- ☐ Performance Underwriting (specify below)
 - ☐ \$1,500 Main Stage Headliner
 - ☐ \$1,000 Main Stage performance of _____
 - ☐ \$750 Alternate Stage Headliner _____
 - ☐ \$400 Alternate Stage performance of _____

\$1,500.00
NP Fee

FORM OF PAYMENT

☒ Check ☐ Visa ☐ MasterCard

CREDIT CARD #

NAME ON CARD

EXP.

SIGNATURE

Payment due with signed contract. Make check payable to "Village of Pleasantville" (Memo line: PMF 2023)

MAIL FORMS AND CHECK TO:

Village of Pleasantville
80 Wheeler Avenue
Pleasantville, NY 10570
Attn: PMF Sponsorship

E-MAIL LOGO ART TO:

sponsors@pleasantvillemusicfestival.com
Logo art should be in *hi-res vector format* (such as .ai or .pdf) so that we can scale your logo across all appropriate media.

PLEASE READ, SIGN,
AND SEND ATTACHED
TERMS & CONDITIONS
ALONG WITH PAYMENT
& THIS FORM

SPONSOR SIGNATURE

Dylan Ualic

DATE

5/18/23

YOUR SPONSORSHIP REPRESENTATIVE

NAME

PHONE

EMAIL

For further information, please contact Andy Sullivan, Director of Sponsorship, at 646-302-1996 or sponsors@pleasantvillemusicfestival.com, to customize a plan that works for you.

PMF SPONSORSHIP TERMS AND CONDITIONS

Pursuant to the terms described below, you ("you" or "Sponsor") agree to enter into a sponsorship agreement with the Village of Pleasantville ("VoP") for the July 9, 2022 Pleasantville Music Festival ("PMF").

In consideration of the agreements, representations and obligations stated here, including those in the PMF sponsorship opportunities brochure, which is part of this agreement, (collectively the "Sponsorship Agreement")—and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged—each of us, intending to be legally bound, have entered into this Sponsorship Agreement,

1. TERM: The term of the Sponsorship Agreement commences on the date signed by Sponsor (the "effective date") and shall expire on July 8, 2023 (the "Term").

2. SPONSORSHIP FEE: As a PMF sponsor at the _____ level, or as an "A La Carte" Sponsor for Fodd Court, the Sponsor shall pay to the VoP a non-refundable sponsorship fee of \$ 1,300.00, payable within thirty (30) days of the effective date. Payments shall be made in US dollars, by check made payable to the "Village of Pleasantville" or credit card (information supplied on signed "Sponsorship Agreement") and mailed or delivered to 80 Wheeler Avenue, Pleasantville, NY 10570.

3. ADVERTISING AND SPONSORSHIP BENEFITS: The Sponsor will receive the benefits associated with the chosen sponsorship level, as set forth in the attached 2023 sponsorship brochure, unless those benefits are modified as described below:

- 4 adult tickets
- Fodd Court Banner
- Social mentions w/Fodd Ct.
- SD logo in PMF sponsor page w/link back to site
- PMF program listing
- Logo on Tshirt

4. SIGNAGE: Except as otherwise agreed by the parties, Sponsor shall be responsible for any and all expenses, including those directly or indirectly related to the installation, fabrication, erection, development and/or installation of any signage at the PMF. The VoP may reject, in its reasonable discretion, any signage or element thereof that it deems unsuitable in content or format for the space designated to Sponsor.

5. SPONSOR MATERIALS: Sponsor is responsible, at its sole cost and expense, for securing any consents, licenses, waivers, or any other third-party copyrights, trademarks, service marks, publicity, or privacy rights in connection with any images, art files, music, video or other materials used or provided by Sponsor in connection with this Sponsorship Agreement (e.g., any signage, logos, web site branding, etc.).

6. SPONSOR PERSONNEL: Sponsor shall ensure that all sponsor personnel will follow the rules and instructions provided by representatives of the VoP, on site at the PMF or otherwise, in connection with this Sponsorship Agreement (e.g., safety, ingress and egress, scheduling, etc.).

7. FORCE MAJEURE: Sponsor acknowledges and agrees that the PMF is subject to cancellation in the event of inclement weather, or other *force majeure* event, as determined in the reasonable discretion of the VoP. Accordingly, any sponsorship benefits to be provided on the day of the PMF may be withdrawn in the event that the PMF is canceled. VoP shall have no liability to Sponsor in the event of such cancellation of PMF, and **no portion of the Sponsorship Fee shall be refunded.**

8. INDEMNIFICATION: Sponsor agrees to indemnify, defend and hold harmless the VoP and its directors, officers, employees, agents and representatives from and against any claim, suit or proceeding arising from following: (A) Any breach or alleged breach of this Agreement by Sponsor; (B) Any personal injuries or property damage caused or allegedly caused by the negligence or intentional acts of the Sponsor, its personnel or persons under their control; and (C) Any alleged or actual false advertising, fraud, misrepresentation, libel or slander; illegal competition or trade practice; infringement of trademarks, trade names or titles; violations of rights of privacy or publicity; or infringement of copyrights or proprietary and intellectual property rights arising in connection with the use or display of any sponsor materials or signage.

Sponsor further agrees to reimburse any VoP indemnitee for any and all losses, damages, liabilities, costs or expenses (including reasonable attorneys' and professionals' fees and disbursements) incurred in connection with investigating, preparing, pursuing or defending any third-party action, claim, suit, investigation or proceeding arising from any of the above (whether or not pending or threatened, and whether or not any VoP Indemnitee is a party).

9. INSURANCE: [Applies ONLY to sponsors that will have a display or booth at the Festival site. Cross this section out if it does not apply.] Sponsor warrants and represents that it has (or will secure prior to the PMF) and will maintain at its sole cost and expense, effective as of the date hereof and continuing for at least one year after the end of the Term:

(a) Workers' compensation insurance in compliance with statutory laws.

(b) Commercial general liability insurance, including contractual liability and personal injury liability, with minimum limits of \$1 million per occurrence and \$2 million general aggregate.

(c) Umbrella liability insurance, in excess of (b) above, with minimum limits of: \$2 million per occurrence and \$2 million general aggregate.

10. MISCELLANEOUS. In case any provision contained in this Agreement, or any application thereof, shall be deemed invalid, illegal or unenforceable, the affected provisions shall be construed and deemed rewritten so as to be enforceable to the maximum extent permitted by law, thereby implementing to the maximum extent possible the intent of the parties hereto. The validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

(continued on next page)

PMF SPONSORSHIP TERMS AND CONDITIONS (CONTINUED)

(continued from previous page)

This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings, both written and oral, of the parties hereto regarding the subject matter of this Agreement. The parties agree that all indemnities, representations and warranties contained in this Agreement will survive the termination and/or expiration of this Agreement.

This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts. When executed, each counterpart will be an original and taken together will constitute one and the same agreement. This Agreement may be executed and delivered via e-mail or fax, which shall be deemed for all purposes as an original.

ACCEPTED FOR THE SPONSOR

Sponsor Entity: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

E-mail: _____

FOR THE VILLAGE OF PLEASANTVILLE

Signature: _____

Name: _____

Title: _____



Andy Sullivan
Sponsorship Department

(646) 302-1996

sponsors@pleasantvillemusicfestival.com