



Sponsorship Agreement

This Sponsorship Agreement (“Agreement”), made and entered into as of March XX, 2024 (“Effective Date”) by and between Northwell Health, Inc., a New York Not-for-Profit Corporation with a principal place of business at 2000 Marcus Avenue, New Hyde Park, New York 11042 (“Sponsor”), and Village of Pleasantville, a municipal corporation, with a principal place of business at 80 Wheeler Avenue, Pleasantville, New York 10570 (“VOP”).

Sponsor is pleased to work with the VOP to be recognized as an Exclusive Presenting Sponsor of the 2024 Pleasantville Music Festival (“Sponsored Event”). A list of assets is included in Attachment A, attached hereto and incorporated herein by reference.

1. **Purpose:** The purpose of the sponsorship is to benefit the VOP and advance its mission of supporting local businesses and the VOP’s signature event of day-long musical performances in accordance with the VOP Board resolution authorizing the event to be held on Saturday, July 13, 2024.
2. **Sponsor’s Contribution:** Sponsor shall provide the items described below and in Attachment A. The parties agree that the VOP shall be entitled to prior review and approval of all Sponsor media and branding provided in Attachment A.
3. **Funding:** The investment of fifty thousand dollars (\$50,000) will be paid by Sponsor to VOP. The VOP will send an invoice to Sponsor after the Sponsored Event. Payment shall be made by check payable to the “Village of Pleasantville” and hand delivered to 80 Wheeler Avenue, Pleasantville, NY 10570 within thirty (30) days of the date of the invoice. If the Sponsored Event is cancelled on or before July 13, 2024, the Sponsor shall pay a prorated amount as set forth in Section 15 of this Agreement.
4. **Disclosure:** Notwithstanding any agreement to the contrary, the VOP shall not be prohibited from disclosing Sponsor’s funding or other resources provided under this Agreement.
5. **Trademarks and Logos and Promotion:**
 - (a) The Sponsor trademarks, service marks, brand logos and label designs, product identification, decals and artwork displayed in any advertising, signage, promotional materials and internal/external communications, except for any logos or trademarks of the VOP used or incorporated therein, shall remain the property of Sponsor. Any and

all ownership of and rights under trademark, service mark or copyright laws or intellectual or other property rights or laws with respect to any such items or other work product, shall inure solely to the benefit of Sponsor.

- (b) The VOP shall have the right at all times during the term of this Agreement to disclose and publish the identity of Sponsor as a sponsor of the VOP.
- (c) Sponsor acknowledges and agrees that, unless otherwise expressly agreed by the parties in writing, the VOP owns the copyright in all copyrightable works provided or created by the VOP hereunder, in any form, format, medium or means of transmission or distribution. Sponsor may not copy or distribute the works without the VOP's prior written consent. Any modification of the works requires the VOP's prior written consent and the VOP's review and approval of the modifications.
- (d) Unless otherwise agreed or set forth on an attachment to this Agreement, neither party shall have the right to use in any way the corporate or trade name(s), trademark(s), service mark(s), logo(s) or other identifications of the other party or its affiliates without the other party's prior written consent. Any right granted to Sponsor to use the corporate or trade name(s), trademark(s), service mark(s), logo(s) or other identifications of the VOP shall be subject to the requirement that Sponsor obtain the prior approval of the VOP for any such use.
- (e) Both parties agree that any advertising, collateral or promotional materials or any other materials to be developed either jointly or individually incorporating the VOP trademarks, logos or images and/or the Sponsor trademark, logos or images will require the prior written approval of either party.

6. Insurance:

- (a) The VOP shall, at its own expense, maintain in effect throughout the term of this Agreement, (i) comprehensive general liability insurance policies with limits of liability of at least One Million Dollars (\$1,000,000) per occurrence, covering any and all property damage and personal injury (including death) and Two Million Dollars (\$2,000,000) annual aggregate, and (ii) Umbrella (Excess Liability) insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate. All liability policies required to be maintained by the VOP shall include Sponsor, Northwell Health Care, Inc. and any and all of their respective parents, partners, subsidiaries, members, affiliates, officers, directors, trustees, employees, agents, successors, assigns and representatives as additional insured, which shall be primary and non-contributory to any insurance and/or self-insurance maintained by Sponsor. The foregoing insurance shall be maintained by insurers authorized to do business in New York State having an AM Best rating of not less than "A"/Size IX.

- (b) Sponsor shall, at its own expense, maintain in effect throughout the term of this Agreement, through carrier-insured insurance and/or self-insurance, (i) Statutory Workers' Compensation insurance and New York State Disability Benefits insurance in statutorily required amounts, and Employer's Liability Insurance with a limit of liability of One Million Dollars (\$1,000,000) each accident/disease/policy limit, (ii) commercial general liability insurance coverage with limits of One Million Dollars (\$1,000,000) per occurrence with coverage for bodily injury, death and property damage and Two Million Dollars (\$2,000,000) annual aggregate, (iii) Auto Liability Insurance for owned, leased or hired and non-owned vehicles with a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage, and (iv) Umbrella (Excess Liability) insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate. Except on Sponsor's workers' compensation insurance, all carrier-issued liability policies required to be maintained by Sponsor shall include the VOP their directors, officers, employees, volunteers, representatives and agents as additional insured, but only to the extent of Sponsor's indemnification obligations under this Agreement.
- (c) Each party shall provide the other with a certificate of insurance evidencing the required insurance upon request and shall endeavor to provide at least ten (10) days prior written notice in the event any of required insurance is cancelled, terminated or non-renewed.

7. Indemnification:

- (a) Except to the extent of the negligent acts or omissions of Sponsor, Northwell Healthcare, Inc, and its affiliates subsidiaries, parents, partners, members, trustees, officers, directors, employees, agents and other representatives and their affiliates, the VOP shall indemnify and hold Sponsor, Northwell Healthcare, Inc., and its affiliates, subsidiaries, parents, partners, members, trustees officers, directors, employees, agents and other representatives and their affiliates harmless from any and all claims of third parties, including, without limitation, all costs, liabilities, judgments, expenses, damages and reasonable attorneys' fees, arising out of or in connection with (i) any breach by the VOP of any provision of this Agreement or any representation or warranty made by it herein; (ii) the authorized use of VOP's trademarks, service marks, logos or other identifications of VOP; (iii) any negligent act or omission to act of the VOP, its employees, servants and agents hereunder or in respect hereto; (iv) any activities at any Sponsored Event which are exclusively controlled or directed by VOP or anyone with whom VOP has contracted to exclusively control or direct such activities; and (v) any negligent act, or failure to act, of the VOP, in connection with the Agreement, that is in violation of any law or regulation, whether civil or criminal.
- (b) Except to the extent of the negligent acts or omissions of VOP, its subsidiaries, officers, directors, employees, agents and other representatives and their affiliates,

Sponsor shall indemnify and hold the VOP and its subsidiaries, officers, directors, employees, agents and other representatives and their affiliates harmless from any and all claims of third parties, including, without limitation, all costs, liabilities, judgments, reasonable expenses, damages and reasonable attorneys' fees, arising out of (i) any breach by Sponsor of any provision of this Agreement or any representation or warranty made by it herein; (ii) the authorized use of Sponsor's trademarks, service marks, logos or other identifications of Sponsor; (iii) any negligent act or omission to act of Sponsor, its employees, servants and agents hereunder or in respect hereto; (iv) any Sponsored Event which is controlled or directed by Sponsor or anyone with whom Sponsor has contracted to exclusively control or direct such activities, excluding the actions or omissions of any winner of or any participant at any Sponsored Event or anyone not under the control or direction of Sponsor; and (v) any negligent act, or failure to act, of the Sponsor, in connection with the Agreement, that is in violation of any law or regulation, whether civil or criminal.

- (c) Each party that has notice of the potential for any demand, claim, action or suit that is within the potential coverage of its indemnification obligations under this Section 7 (the "Indemnitor") shall give the other party (the "Indemnatee") proper notice of any such demand, claim, action or suit. The Indemnitor shall assume the defense of any claim, demand or action against such Indemnatee and will, upon the request of the Indemnatee, allow the Indemnatee to participate in the defense thereof, such participation to be at the expense of the Indemnatee. The Indemnatee shall in any case cooperate fully with the Indemnitor in the defense and will, at Indemnitor's expenses, provide all relevant documents, witnesses and other assistance within its possession or control upon the reasonable request of the Indemnitor. In any instance in which indemnification pertains, the Indemnitor may settle any action giving rise to its indemnification obligation hereunder without the Indemnatee's prior written approval so long as such settlement, compromise or payment does not cause the Indemnatee to incur any present or future cost, expense, obligation or liability or any kind or nature. If the foregoing does not apply, the Indemnitor shall not enter into a settlement of any or all of the claims or admit liability or fault on behalf of the Indemnatee without the Indemnatee's prior written approval, which may not be unreasonably withheld or delayed. Settlement by the Indemnitor without the Indemnitor's prior written consent shall release the Indemnitor from its indemnity obligation as to the claim, demand or action so settled. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those acts, breaches, failures or omissions falling within the purview of the foregoing indemnities and which shall have occurred prior to such termination.

8. **Relationship of the Parties:** The parties acknowledge and agree that each is an independent entity and, as such, neither party may represent itself as an employee, agent, or representative of the other; nor may it incur any obligations on behalf of the other party which are not specifically authorized in this Agreement. Except as otherwise set out in Attachment A, the VOP may engage in other similar or identical projects during the term of this Agreement.

9. **Representations and Warranties:**

(a) The VOP represents, warrants and covenants to Sponsor as follows:

- (i) It has the full right and legal authority to enter into and fully perform this Agreement and to grant the rights granted herein in accordance with its terms.
- (ii) This Agreement, when executed and delivered by the VOP, will be its legal, valid and binding obligation, enforceable against the VOP in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.
- (iii) The execution and delivery of this Agreement has been duly authorized by the VOP, and such execution and delivery and the performance by the VOP of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith.
- (iv) It will notify Sponsor immediately should any of the events listed in Section 12(b) hereof occur.
- (v) It has the applicable permits for use of the Sponsored Event location as a place of public assembly.
- (vi) It further represents and warrants to the Sponsor that (x) the VOP is a sophisticated commercial party capable of understanding all of the terms of this Agreement, (y) the VOP has had an opportunity to review this Agreement with its counsel, and (z) the VOP enters this Agreement with full knowledge of the terms of this Agreement.
- (vii) It acknowledges that each of such representations, warranties and covenants are deemed to be material and have been relied upon by Sponsor notwithstanding any investigation made by Sponsor.

(b) Sponsor represents, warrants and covenants to the VOP as follows:

- (i) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
- (ii) This Agreement, when executed and delivered by Sponsor, will be its legal, valid and binding obligation enforceable against Sponsor in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

10. **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 fabrication and/or development of any signage at the Sponsored Event. 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.
11. **Notices:** All notices required or permitted hereunder shall be in writing and shall be deemed duly received after being hand delivered or 3 business days after being sent by certified mail, postage fully prepaid, addressed to the following address:

To VOP: Village of Pleasantville
Eric Morrissey
Village Administrator
80 Wheeler Avenue
Pleasantville, NY 10570

12. Termination:

- (a) In addition to any right of termination granted elsewhere in this Agreement, either party shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, upon the occurrence of any one or more of the following:
 - (i) Default by the other party in performance of any of the provisions of this Agreement, which default is not cured within fifteen (15) days following receipt by the defaulting party of written notice of such default by the defaulting party; provided, however, that such cure period shall be five (5) days following any such written notice in the case of any payment default by Sponsor in its payment obligations under this Agreement;
 - (ii) If any of the representations or warranties made by the other party in this Agreement shall prove to be untrue or incorrect in any material respect and is not cured, if capable of being cured, within fifteen (15) days following receipt of written notice thereof by the party making such representation or warranty; or
 - (iii) The making by the other party of an assignment for the benefit of creditors, or the appointment of a trustee, receiver, liquidator or similar officer of any court for such party or for a substantial part of its property, whether with or without its consent, or the institution of bankruptcy, composition, reorganization, insolvency or liquidation proceedings by or against the other party, which proceedings, if not voluntarily instituted by such other party, shall not be dismissed within sixty (60) days from the date of the institution thereof.
- (b) Sponsor shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, upon the occurrence of any one or more of the following:
 - (i) dissolution of VOP;
 - (ii) cessation of VOP's operation;
 - (iii) transfer of all or substantially all of VOP's assets;
 - (iv) transfer of a majority of the membership interests in VOP; or
 - (v) Sponsored Event location is deemed illegal or unsafe for use as a place of public assembly.
- (c) In the event that Sponsor terminates this Agreement pursuant to the provisions of either subdivision (a)(i), (ii), (iii), (b)(i), (ii) (iii) (iv) or (v) of this Section 12, any unearned

portion of the Sponsor Fee paid by Sponsor shall be promptly refunded to Sponsor by the VOP within thirty (30) days of any such termination and Sponsor shall have the right to pursue any and all legal or equitable remedies that may be available to it for breach of contract or otherwise. The unearned portion for these purposes shall be estimated based on the portion of the contract term which has not elapsed as of the effective date of termination.

- (d) In the event that VOP terminates this Agreement pursuant to the provisions of (a) (i), (ii) or (iii) of this Section 12, VOP shall have the right to retain all Sponsor Fees paid with respect to the contract term in which the effective date of termination occurs and, in addition thereto, to pursue any and all legal or equitable remedies that may be available to it for breach of contract or otherwise.

13. Governing Law: This Agreement will be deemed to have been executed and delivered in the State of New York and will be construed and interpreted according to the laws of that State. VOP and Sponsor agree that the state courts and the United States federal courts that are located in the County of Westchester in the State of New York shall each have subject matter jurisdiction hereunder and personal jurisdiction over each of the parties hereto. VOP and Sponsor hereby consent thereto and hereby waive any right they each might have to assert the doctrine of forum non conveniens or to object to venue to the extent that any proceeding is conducted in accordance with the foregoing provision.

14. Force Majeure:

- (a) Neither party shall be deemed to be in default of this Agreement if prevented from performing any obligation hereunder for any reason beyond its control, including but not limited to, acts of God, war, civil commotion, fire, governmental regulations or restrictions, or unusually severe weather. In any such case, the parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder, to the extent reasonably practicable. It is agreed that financial inability shall not be a matter beyond a party's reasonable control. The party experiencing the force majeure event agrees to give the other party written notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable. If the parties are not able to re-commence performance or agree on a postponed date, the parties may terminate this Agreement, in which case Sponsor shall pay a prorated amount of the total Sponsor Fee pursuant to Section 15.
- (b) During the Term of this Agreement, if (i) a public official in New York issues a domestic travel ban that includes a time period that overlaps with the date of the Sponsored Event or (ii) within thirty (30) days of the date of the Sponsored Event, a public official in New York issues an order preventing individuals from attending outdoor large-scale venues that hold more than two thousand five hundred (2,500) attendees or issues a statement urging individuals not to congregate at outdoor large-scale venues that hold more than two thousand five hundred (2,500) attendees at any time or (iii) Sponsor determines that continuation of this Agreement and the Sponsored Event would pose a public health threat or be inconsistent with Sponsor's

recommendations and initiatives to protect its personnel and the community from COVID-19, then (A) the parties agree to postpone the Sponsored Event to a mutually-agreed upon date and extend the Term of the Agreement accordingly or (B) if the parties are not able to agree on a postponed date, terminate this Agreement, in which case Sponsor shall pay a prorated amount of the total Sponsor Fee pursuant to Section 15. as of the date of termination.

15. Cancellation Schedule

The VOP expects the bulk of the marketing for the Sponsored Event to commence at the end of April. The Sponsor's name and/or logo will be tied into all advertisements in electronic media, print ads, social media postings, press releases, and collateral material, such as post cards and posters. If the Sponsored Event is cancelled by VOP for any reason set forth in Paragraph 14, the Sponsor shall pay a prorated amount of the total sponsorship fee based on the benefits received by Sponsor from the VOP's marketing efforts:

Cancellation Date	Prorated Sponsorship Fee Due (%)	Amount Due
Day Of – July 13, 2024	50%	\$25,000
July 9 to July 12	40%	\$20,000
June 16 to July 8	30%	\$15000
May 26 to June 15	20%	\$10,000
May 5 to May 25	10%	\$5,000
Before May 5	0%	\$0

16. Miscellaneous Provisions:

- (a) Nothing in this Agreement, whether express or implied, is intended to confer upon any person, other than the parties identified herein, any rights or remedies under, or by reason of, this Agreement.
- (b) No amendment of this Agreement shall be binding or enforceable on either party hereto unless in writing signed by authorized representatives of both parties.
- (c) Any failure or delay by either party in exercising any right or remedy will not constitute a waiver. The waiver of any default will not waive a subsequent default of the same or different type.
- (d) Should any part, term, or provision of this Agreement be declared to be invalid, void or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired or affected thereby.

(e) This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior written and oral communications between the parties. In the event of any conflict between the terms of this contract and the terms of its attachment, if any, the terms of this contract shall prevail.

(f) This Agreement may be executed in counterparts.

AGREED:

Village of Pleasantville

Northwell Health, Inc.

By: _____

By:_____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

The parties agree to the benefits detailed as follows:

2024 Assets for Sponsorship

- Representation as the “Pleasantville Music Festival, brought to you by “Northwell Health” in logos and/or text in all Festival marketing and collateral material
- 28 Pleasantville Music Festival adult tickets
- 10 ‘VIP’ type tickets for Northwell leadership
- Attendance wristbands for up to 20 volunteers
- 3 on-site parking passes
- Sponsor-provided banners for placement on the Main Stage and other on-field sites - fence and other sign placements available if signs are provided by Northwell
- Inclusion in 100% of radio and/or TV ads (broadcast and/or web-based)
- Assigned 30'x15' tent space on Parkway Field’s Sponsor Row
- Media presence with corporate acknowledgment in all print marketing materials for the PMF, including print advertising, posters, event banners and staff shirts
- Corporate logo on the PMF e-mail blasts
- Corporate logo on the PMF Sponsorship page with link to sponsor site
- Exclusive sponsor from the health system, hospital or healthcare facility or provider industry
- Multiple PMF social media mentions starting week of signing continuing for 2 months after festival
- PMF program print ad and listing
- Exclusive health system, hospital or healthcare facility or provider Main Stage presenting sponsorship
- Step & Repeat opportunity for band photos
- Northwell representative to address crowd
- Explore including more in-depth wellness content into dedicated e-mail blasts, event website and/or social media messaging catered to attendee’s musical interests and/or Festival experience (i.e. hydration/nutritional tips for event day; music therapy and impact on mental health)
- Opportunity for an additional on-site branded engagement (outside of sponsor row), for example may be an interactive art mural, section of the kids zone, etc.