

2027 EVENT SPONSORSHIP AGREEMENT

BETWEEN
THE CITY OF STOW
and

This Sponsorship Agreement (“Agreement”) is made and entered into on _____, 202__, by and between the City of Stow, Ohio (“City”) and _____ (“Sponsor”).

The purpose of this Agreement is to set forth the terms and provisions that have been agreed upon by the City and Sponsor regarding the funding to be provided by Sponsor to the City as a Season Event sponsor of the City’s 2027 AMP Season. The Parties desire to establish the terms whereby Sponsor may donate dollars to the City AMP project in exchange for sponsorship rights.

NOW, THEREFORE, in consideration of the forgoing and mutual promises set forth below, the City and Sponsor agree to the following terms and conditions:

- A. Term of Agreement. The term of this Agreement shall be for a period beginning January 1, 2027 and expire on December 31, 2027, or upon its earlier termination under the conditions listed in this Agreement.
- B. Sponsorship Rights:
 1. Descriptions of Rights. As a 2027 Event Sponsor of the City of Stow’s AMP Season, during the term of this Agreement, Sponsor is entitled to the licenses and privileges as set forth in Exhibit A of this Agreement at which the City will provide and display certain advertising or logo promoting Sponsor (referred to as “collateral and signage”). As such, Sponsor shall receive promotion and sponsorship designated at AMP project events, and shall receive designated advertising /logo opportunities associated with the AMP project, as defined in Exhibit A of this Agreement during the 2027 season.
 2. Preparation of Advertising. The City, at its sole cost, shall prepare all signage, advertising and other collateral, and shall be responsible for all installation, printing, design, publishing in a timely manner. Collateral and signage produced for advertising shall be designed and paid for by the City. All collateral and signage, as advertising copy, shall be submitted to Sponsor prior to displaying, for approval of all content, materials, media, location, installation, or display prior to exhibition on the AMP project under this Agreement. Further, any and all advertising copy, which incorporates any logo,

slogan, or other reference to any party must be submitted to the proper intellectual property owner/holder of such mark, for approval, prior to the use of said copy for promotional or advertising purposes.

3. Maintenance of Collateral and Signage: The City shall maintain any and all collateral and signage governed by this Agreement appearing on the AMP premises, throughout the term of this Agreement at its sole cost and expense. If a sign or collateral is damaged, the City will repair or replace said signage within a reasonable period of time.

C. Fees and Payment. In consideration for all sponsorship rights set forth in this Agreement, Sponsor shall pay a total of _____ to the City.

D. Copyright and Trademark. Any and all trademarks, logos, copyrights, insignias, or other marks or phrases which identify either party, whether registered or unregistered, shall remain the sole property of the intellectual property owner/holder, and all goodwill therefrom shall inure to that party.

E. Termination.

1. If either the Sponsor or City fails to perform any material obligation under this Agreement, the failing party shall be in default under this Agreement. The non-defaulting party shall notify the defaulting party immediately, in writing, of any default. If the defaulting party has not cured or reasonably commenced to cure the failure within five (5) days of said notice, then the non-defaulting party may terminate this Agreement in full, upon written notice to the defaulting party of such termination.
2. Each party shall have the right to termination of this Agreement at any time by giving written notice to the other party. If such termination is exercised, the termination will be effective thirty (30) days after receipt of written notice.
3. If either party terminates this Agreement, no refunds shall be reimbursed to the Sponsor, and as soon as practicable after the effective date of the termination all collateral and signage will be removed or no longer displayed by the City.

F. Sponsorship Acknowledgement Benefits. Any and all Sponsorship Rights decided in Section B shall be coordinated with Sponsor directly, through the Sponsor's designated liaison listed in Section G of this Agreement.

- G. Client Services. Any and all correspondence involving notices (excluding all legal notices as stated in Section O), invitations, notification of events, thank you letters, press releases, speaking opportunities, etc. shall be addressed to the following:
- H. Merger and Severability. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter therein, and the City hereby acknowledges that no oral representations have been made by Sponsor outside of this Agreement nor relied upon by the City. This Agreement shall not be modified, amended, nor any part waived, without a fully executed written agreement signed by the authorized representatives of each party. If a court of competent jurisdiction determines that any portion of this Agreement shall be invalid, such portion only shall be severed and the remaining portions of this Agreement shall remain in effect.
- I. Assignment/Delegation. Neither Sponsor nor the City will assign any of their respective rights nor delegate any of their respective duties and responsibilities under this Agreement without prior written consent of the other Party. Any assignment or delegation not consented to may be deemed void.
- J. Mediation. Sponsor and City recognize that litigation is expensive, resource-consuming process for resolving business disputes. Therefore, Sponsor and City agree that if any controversy or dispute arises out of or relates to this Agreement, or any breach of the Agreement, they will attempt first to amicably resolve said dispute, and if unsuccessful, then to, in good faith, settle the dispute expeditiously through mediation within thirty (30) days. Sponsor and the City shall attempt to mutually agree upon the selection of the mediator, and the costs shall be evenly shared between the parties.
- K. Indemnification. Sponsor agrees and shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its elected officials, administrators, officers, agents, representatives, and employees (the “Indemnified Parties”) from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages (including fines, penalties, incidental, and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorney fees and other costs of defense) of every kind, nature, or description to which the Indemnified Parties may be subjected by a third party, to the extent caused by the negligence of Sponsor or its employees or agents during the course of the performance of this Agreement, that (a) is attributable in any manner and to any extent bodily injury, personal injury, sickness,

disease or death of any person, loss of revenue, delay, or the injury to or damage, destruction, or loss of property or (b) is attributable in any manner and to any extent the claimed infringement of any copyright, patent, intellectual property right, or other intangible property right. The indemnity obligations under the Agreement shall survive its expiration or earlier termination. Nothing herein shall require the Sponsor to reimburse the City for damages or liabilities to the extent caused by negligent acts, errors, or omissions of one or more of the Indemnified Parties. The indemnity obligations of Sponsor shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained.

- L. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Ohio. In the event that any provision of this Agreement is in conflict with any law or regulation of the State of Ohio or City of Stow, such law or regulation shall prevail, and the remaining portions of this Agreement shall remain in effect. Any litigation arising out of or relating in any way to this Agreement or performance hereunder shall be brought only in the courts of Stow Municipal Court or Summit County Court of Common Pleas, and the City and Sponsor hereby irrevocably consents to such jurisdictions.
- M. Compliance with Laws. Sponsor agrees to comply with all applicable federal, state, and local laws and regulations in its performance hereunder, including without limitation, the laws relating to the payment of wages, equal employment opportunities, unemployment compensation, campaign contributions, drug-free workplace, insurance premiums, workers compensation premiums, income tax deductions, social security deductions, and any and all other tax and payroll deductions required for its employees. In the event that any provision of this Agreement is in conflict with any law or regulation, then such law or regulation shall prevail.
- N. Employment Status. It is understood that neither party nor their employees or subcontractors are construed as employees or agents of the other party, including for the purpose of P.E.R.S., Workers Compensation, or for any other purpose.
- O. Force Majeure. If the performance of any obligation under this Agreement is precluded or delayed due to an Act of God, force majeure, or similar contingency or other event beyond the reasonable control of the parties to this Agreement, then such occurrence shall be a valid excuse for delayed performance or non-performance hereunder.

- P. Notice. Any and all notices or submissions required or permitted by the terms of this Agreement may be made by regular mail, facsimile transmission, or hand delivery. Unless returned as undeliverable, notice shall be deemed made upon delivery of the notice to the party to whom notice is directed. Notices, submissions, or other correspondence concerning this Agreement shall be made to the parties at the addresses below:

To: City of Stow
Attention: AMP Coordinator
3760 Darrow Rd.
Stow, OH 44224

- Q. Headings. Section headings contained herein are solely for convenience of reference and shall not be considered in the construction of this Agreement.
- R. Incorporation by Reference. All Exhibits referenced in and attached to this Agreement shall be incorporated by reference and shall be considered to be a part of this Agreement. Should any conflict arise between any Exhibit and this Agreement, the terms of this Agreement shall supersede the contents of any Exhibit.
- S. Conflict of Interest. Sponsor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of this Agreement.
- T. Counterparts. This Agreement may be executed in as many counterparts as there are parties. When so executed, each shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. Executed signature pages may be delivered by facsimile transmission or by email delivery of a “.pdf” format data file, and any such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile

or “.pdf” signature page were an original thereof, it being understood that all parties need no sign the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

By:_____

Name:_____

Title:_____

Date:_____

CITY OF STOW

By: _____

Name:_____

Title:_____

Date:_____

Approved as to form:

Drew C. Reilly, Law Director