

WICHITA FESTIVALS, INC. SPONSORSHIP AGREEMENT

**Between
Sedgwick County and
Wichita Festivals, Inc.**

THIS AGREEMENT is entered into on this ____ day of _____, 2013 by and between Wichita Festivals, Inc. (hereinafter referred to as "WFI") located at 1820 East Douglas Avenue, Wichita, KS 67214 (hereinafter referred to as "WFI office") and Sedgwick County, Kansas (hereinafter referred to as "Sponsor" or "County") located at 525 N. Main, Wichita, KS 67203.

Both WFI and Sponsor agree that WFI has proprietary interest in the event which is the subject of this contract and that WFI has final authority relative to all aspects of the event.

1. SPONSORSHIP COMMITMENT

- a. Total financial commitment: **\$10,000**
- b. Event name or sponsorship role: Senior Celebration Sponsor, enabling the Senior Gala and other Riverfest activities geared toward seniors.
- c. Total sponsor commitment must be paid to WFI on or before March 31, 2012. If full payment is not made within 30 days of this deadline, late fees of 1.5% per month on past due balance will apply.
- d. Sponsor's abandonment of its sponsorship of the event will constitute breach of this contract. In the event Sponsor abandons its sponsorship prior to March 15, 2012, Sponsor agrees to forfeit 50 percent (50%) of the total noted in paragraph 1(a) above and any late fees, but will be relieved of responsibility for the remaining balance due. The 50 percent (50%) abandonment fee must be paid within 30 days of cancellation. If Sponsor abandons sponsorship after March 1, 2012, Sponsor agrees to pay WFI full amount identified in paragraph 1 (a) and any late fees by April 15, 2013.

2. BROADCAST RIGHTS

Sponsor may not broadcast or grant permission to any third party to broadcast any portion of it's sponsored event or any other WFI event. All broadcast rights will be agreed upon by separate written agreement between sponsor and WFI and a broadcast rights fee will be paid to WFI.

3. FOOD SERVICE

Sponsor will not sell or serve food or permit any other party to sell or serve food at an event without the express written consent of WFI. Permission to sell or serve food, if granted, will be part of a separate written agreement. Licensing fees will be paid to WFI by the food supplier.

4. PROMOTIONAL

- a. Sponsor may not giveaway souvenirs or mementos to event attendees unless outlined in the statement of sponsor rights and privileges. Souvenirs or mementos must carry the following identification: official event of Riverfest 2013.

- b. **Merchandise Sales**
No souvenir or promotional items may be sold by sponsor at Riverfest without the express written consent of WFI. Permission to sell souvenir or promotional items, if granted, will be part of a separate written agreement between WFI and the sponsor. Any request for approval of merchandise sales must be submitted to WFI a minimum of six weeks prior to the event. WFI reserves the right to sell souvenir/promotional items at any event/venue at Riverfest.
- c. **Informational Items**
Informational items include, but are not limited to, articles, flyers, advertisements, newsletters and billboards designed to disseminate information about the upcoming event. If approved, Wichita Festivals, Inc. requests all "informational items" include the following: "An Official Event of Riverfest 2013."
- d. Sponsor will be furnished a copy of the official Riverfest logo no later than March 15, 2013. Sponsor may use logo as authorized in WFI identity standards provided to sponsor.
- e. Sponsor will, upon request, furnish WFI with a copy of its logo (vector file format), to be used as agreed upon by Sponsor and WFI.

5. **SPONSOR RIGHTS & PRIVILEGES**

Riverfest Sponsor Rights and Privileges investment of \$10,000+

Web Site Presence

- Weblink in event description on web site

Signage & Print Materials

- Company Name/logo in Riverfest Guide (distribution 125,000)
- Identification in all print materials related specifically to sponsor event.

Media

- Acknowledgement in all press releases and announcements related to sponsored event or activity.

Licensing

Sponsor is permitted to use Riverfest poster artwork and tag line on sponsor product advertisements, web site, merchandise and other marketing materials using WFI identity standards. WFI approval of the art and product will be required.

Public Recognition

Public address announcements throughout the sponsored event.

Hospitality

- Priority placement in Riverfest Sundown Parade
- 3 Invitations (for 4 guests each) to the WFI Sponsor Recognition Party. Additional guest tickets may be purchased at \$25 each.
- Six (6) Riverfest cloisonné logo lapel pins
- 20% discount for all employees on Festival merchandise purchased prior to the Festival
- Framed and signed Riverfest poster.
- An official 2013 sponsor recognition plaque.

6. **OPERATIONAL**

- a. In order to ensure well-coordinated events, Sponsor will comply with all reasonable WFI operational standards. Operational Standards include, but are not limited to, adhering to agreed upon dates and hours of operation, button admissions if applicable, and

reimbursement of costs of services provided by WFI. Any additional standards will be agreed upon by WFI and Sponsor representatives. WFI and Sponsor will cooperate in written or verbal evaluation and keep open lines of communication.

- b. Sponsor agrees to hold harmless WFI, its staff, volunteers and Board of Directors from any claims, litigation or other form of third-party liability, including attorney fees and costs which may arise from or in any way relate to the event that is the subject of this agreement, and for which Sponsor is responsible, and otherwise indemnify WFI, its Board of Directors, volunteers and its staff for any such claims.
- c. WFI agrees to hold harmless Sponsor, its staff, volunteers and Board of County Commissioners from any claims, litigation or other form of third-party liability, including attorney fees and costs which may arise from or in any way relate to the event that is the subject of this agreement, and for which WFI is responsible, and otherwise indemnify Sponsor, its Board of County Commissioners, volunteers and its staff for any such claims.
- d. The Sponsor hereby grants permission for WFI, its officers, officials, directors, agents, volunteers, sponsors, promoters, employees, and/or all other persons associated with the Festival to use any photographs, video tapes, motion pictures, recordings and/or any other record of the Festival for any purpose whatsoever.
- e. Sponsor is a self-insured governmental entity.
- f. WFI is obligated to provide Sponsor with a Certificate of Insurance demonstrating Sponsor is included as an additional insured on WFI's liability insurance policy for this event.
- g. For those events which are participatory in nature, such as athletic competitions, Sponsor will require every participant to sign a form releasing and holding WFI, the City of Wichita and all event Sponsors and volunteers harmless for any damage, loss, or injury which might be sustained by that individual participating in said event.

7. INDEPENDENT CONTRACTOR RELATIONSHIP

It is agreed that the legal relationship between Sponsor and WFI is of a contractual nature. Both parties assert and believe that WFI is acting as an independent contractor in performing the duties required hereunder. WFI is at all times acting as an independent contractor and not as an officer, agent, or employee of Sponsor. As an independent contractor, WFI, and employees of WFI, will not be within the protection or coverage of Sponsor's worker's compensation insurance, nor shall WFI, and employees of WFI, be entitled to any current or future benefits provided to employees of Sponsor. Further, Sponsor shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Sponsor to WFI.

8. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

In carrying out this agreement, WFI shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 et seq.

A. WFI shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, WFI shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If WFI fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, WFI shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If WFI is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, WFI shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. WFI shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

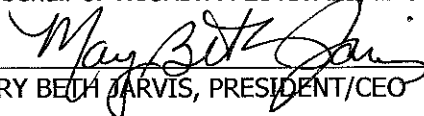
F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

9. CASH BASIS AND BUDGET LAWS

The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

IN WITNESS WHEREOF, Sponsor and WFI have executed this Agreement as of the day and year first above written.

On behalf of WICHITA FESTIVALS, INC.

By  _____
MARY BETH JARVIS, PRESIDENT/CEO

On behalf of the Sponsor:

BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS

JAMES B. SKELTON, Chairman
Commissioner, Fifth District

ATTEST:

KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM:



KAREN L. POWELL *2-20-13*
Assistant County Counselor