



Saturday, September 24, 2016 from Noon to 7 p.m.

Sponsorship, Vendors & For-profit, and Non-profit Contract – FIESTA 2016

THIS AGREEMENT is entered into this _____ **2016** by and between The Hispanic League; address 690 Coliseum Drive, Winston-Salem, NC 27106 (hereinafter referred to as "ORGANIZER") and Sponsor Name: _____; address _____ (herein referred to as "Sponsor"). In consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **THE EVENT:** ORGANIZER is producing, promoting and presenting the FIESTA 2016 in streets of downtown Winston-Salem, North Carolina, **on September 24, 2016** (hereinafter referred to as "Event").
2. **TERM:** This Agreement shall begin upon the execution of this Agreement by the parties hereto and shall end upon the closing of the books and records of the Event, but no later than September 24, 2016.
3. **SPONSORSHIP BENEFITS:** In consideration of the Sponsorship fee and type/level mentioned in Paragraph 4 below, ORGANIZER shall provide the sponsorship benefits (booth type & location / marketing & advertising acknowledgement) as indicated in the attached "Sponsorship and Promotional Program" (incorporated herein by reference) for the sponsorship type/level purchased.

If display of company logo in graphic material and/or site banners are applicable to your level of sponsorship these materials must be provided by Sponsor in the formats pre-determined by ORGANIZER immediately.

Single booths (10x10) include one 6-foot table and 2 chairs. Double booths (10x20) includes two 6-foot tables and 4 chairs. **Sponsor can order additional chairs for \$5 each or additional tables for \$15 each.** Please indicate amount and cost of the additional tables and chairs in #4 below.

Please indicate below any sponsorship conditions not covered in the *Sponsorship & Promotional Program*, including special exhibits. Additional charges may apply.



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Sponsor Initials: _____

4. **SPONSORSHIP FEE:** Sponsor has agreed to purchase the below indicated type of sponsorship package (**please check boxes that apply**)

	Sponsor Level	General Pricing	After 9/1/16	TOTAL
<input type="checkbox"/>	Magnifico Partner (10' x 20')	\$5,000	\$5,500	
<input type="checkbox"/>	Especial Area ** (10' x 20')	\$3,500	\$3,800	
	<i>** Requested Area _____</i>			
<input type="checkbox"/>	Bravo Area (10' x10') Main Stage Area	\$1,500	\$1,650	
<input type="checkbox"/>	Selecto Booth (10' x 10') Poplar Street Area	\$950	\$1,050	
<input type="checkbox"/>	Amigo Booth (10' x 10') No electricity available in the Hanesbrands Parking Area	\$650	\$725	
<input type="checkbox"/>	Servicio (Non-Profit) (10' x 10')	\$400	\$450	
<input type="checkbox"/>	Special Exhibit Fee	\$1000	\$1000	
<input type="checkbox"/>	Electrical Outlet *	\$100	\$150	
	<i>* Please indicate number of amps _____ or voltage _____</i>			
<input type="checkbox"/>	Additional Tables \$15 each	\$15 x	_____ =	
<input type="checkbox"/>	Additional Chairs \$5 each	\$5 x	_____ =	
<input type="checkbox"/>	DISCOUNT of \$50 for Sponsors bringing their own Booth			-\$50
	TOTAL Payment DUE to the Hispanic League NO LATER THAN Wednesday, AUGUST 24, 2016 (payment plan available)			

The total fee for FIESTA 2016 due to the HISPANIC LEAGUE no later than **Wednesday, AUGUST 24, 2016** is \$ _____
(Written in Words: _____). *This includes:*

- Any additional fees for extra tables/chairs and/or exhibits/conditions.
- A \$50 discount for sponsors bringing their own tent.

Please indicate your preferred booth location using the booth numbers found on the attached site map. *

**Note that if your indicated preference has already been reserved, the Hispanic League will reserve the closest available booth, and notify you upon processing your application.*

5. **BOOTH SET-UP AND REMOVAL:** Sponsors may begin setting up their assigned booths **beginning at 8:00 am** and must remove all vehicles from the Fiesta site **by 10:00 am** on Saturday, September 24, 2016. Further set-up and access instructions will be provided by e-mail prior to the event. Sponsor shall have its booth open and available to the public by 12 pm (NOON) on September 24, 2016, and remain open and available during the operating hours of



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the event. Sponsor shall not dismantle its booth or exhibit or pack up its displays or merchandise prior to the closing of the Event, 7:00 pm, without express permission of the Logistics Coordinator appointed by FIESTA.

6. SECURITY: Sponsor is responsible for its own security with respect to cash or other forms of monies collected by Sponsor and ORGANIZER will not be responsible for same.

7. DAMAGES: ORGANIZER will not be responsible for any damage, accidents, or injury that may happen to Sponsor or its agents, employees, representatives or spectators and any and all other participants and/or their property from any cause whatsoever arising out of this Agreement, the Sponsor's lease of space at the Event, or resulting from the Event.

8. INDEMNIFICATION:

- a. Sponsor will indemnify ORGANIZER and the City of Winston-Salem against any damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property, libel, or slander incurred which is caused by the Sponsor, its agents, employees, representatives or spectators.
- b. Sponsor further agrees to indemnify and hold harmless ORGANIZER and the City of Winston-Salem from and against all claims, liabilities, losses, damages, and expenses incurred (including reasonable legal fees and disbursements of counsel), joint or several (including actions or proceedings in respect thereof), relating to or arising out of this Agreement or the Sponsor's lease of space at the Event.
- c. The provisions of paragraph 7 are intended to apply in all circumstances, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, whether of ORGANIZER, the Sponsor, or others, tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of the possibility of the damage or loss asserted, to the extent not contrary to applicable law.

9. INSURANCE: During the performance of the work under this Agreement, Sponsor shall maintain the following insurance:

- a. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and with property damage limits of not less than \$1,000,000 for each occurrence.
- b. If applicable, Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any service is subcontracted, Sponsor shall require the Contractor similarly to provide Worker's Compensation OR Employer's Liability Insurance, as appropriate, for all of the Contractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless Sponsor shall secure and keep in effect during the term of this Agreement the Sponsor's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

Sponsor shall furnish to ORGANIZER certificates of insurance for all of the insurance coverage described herein no later than Wednesday, AUGUST 24, 2016 and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to ORGANIZER prior to any cancellation, modification or non-renewal of any insurance required under this Agreement. In the event that Sponsor does not have General Liability Insurance in the amounts specified above and does not wish to purchase event specific insurance, Sponsor may submit the signed FIESTA 2016 INSURANCE WAIVER FORM with this contract.



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10. CANCELLATION POLICY: ORGANIZER intends that the Event shall take place RAIN OR SHINE. Other than as set forth in Paragraph 12, below, the Event shall not be canceled. No refunds shall be given on account of weather or for any other reason.

- a. ORGANIZER reserves the right to rescind and cancel this Agreement and remove any sponsor or representative who performs an act, which, in the opinion of the ORGANIZER, detracts from the dignity of the Event or is objectionable, unethical, or inappropriate for the purpose of the Event. Should this occur, all monies paid by Sponsor shall be retained by ORGANIZER.

11. FORCE MAJEURE:

- b. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes, provided, however, that performance shall resume as soon as reasonably feasible thereafter.
- c. In the event that the exhibit area or any part thereof shall be destroyed or damaged by fire, rain, wind, natural disaster or other cause, or if by reason of government restriction, the use of said premises or the conducting of the Event is prevented, either before, during or after the Event, Sponsor waives any claim for damages or compensation which might arise by reason thereof, except the return of the booth fees if Event is canceled prior to starting date. No refund will be awarded if the Event is canceled while in progress.

12. SPONSOR AND VENDOR POLICY:

*Please be aware of the following conditions. **Failure to adhere to these conditions may result in the sponsor being asked to leave FIESTA.***

- a. Sponsors cannot sell nor distribute free of charge at Fiesta 2016, any of the following items: water, soft drinks or any type of beverage WITHOUT PERMISSION OF HISPANIC LEAGUE.
- b. Sponsors are NOT AUTHORIZED to distribute any literature or other materials outside of their assigned booth area (no more than 10' from actual booth).
- c. Sales of items may be made only at the discretion of the Hispanic League.
- d. Sponsors will leave assigned booth area (including chairs and tables) clean and undamaged and must dispose of garbage properly and not leave garbage on the street.
- e. The Hispanic League and its Fiesta 2016 organizers and sponsors assume no responsibility for theft, loss or damage to any of the sponsors' property.

13. ENTIRE AGREEMENT, AMENDMENTS, AND WAIVERS: Sponsor agrees to abide by the additional terms and conditions set forth below and acknowledges that the additional terms and conditions are material elements of the parties' Agreement. This Agreement constitutes and contains the entire agreement between the Parties, and supersedes any and all prior negotiations, conversations, correspondence, understandings, and letters respecting the subject matter hereof. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may only be amended or modified by written document that is signed by both Parties. Failure by either Party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.



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IN WITNESS WHEREOF, the parties here to have set their hands and seal on the date first above written.

Signature: _____
By: Mari Jo Turner
Executive Director
Hispanic League
336.770.1228
marijo@hispanicleague.org
Date: _____

Signature: _____
By: _____
PRINT Name of Sponsor Representative
Title: _____
Phone Number: _____
E-Mail: _____
Date: _____

Please mail signed contract and check or money order (*Please make checks payable to HISPANIC LEAGUE*) to: Hispanic League, 690 Coliseum Drive, Winston-Salem, NC 27106 OR Scan and email to Mari Jo Turner marijo@hispanicleague.org with your online payment at hispanicleague.org

Within 15 days of receiving this signed agreement, ORGANIZER will generate and send an invoice to the sponsor which will also indicate BOOTH NUMBER assignment.

FIESTA 2016 Insurance Waiver Form

The undersigned desires to appear as an exhibitor or vendor at **FIESTA**. I understand that the nature of the activities that I may perform in my capacity as an exhibitor or vendor may involve physical activity, contact with unidentified and/or unfamiliar persons, or other potential risk of bodily injury or damage to property. Knowing this and in consideration of being allowed to exhibit, I HEREBY ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY PERSONAL INJURY AND/OR PROPERTY DAMAGE THAT I SUSTAIN OR CAUSE DURING MY PARTICIPATION AS AN EXHIBITOR OR VENDOR. IN ADDITION, I HEREBY RELEASE, HOLD HARMLESS AND COVENANT NOT TO FILE SUIT AGAINST THE **HISPANIC LEAGUE** OR ANY OF THEIR EMPLOYEES, VOLUNTEERS, PARTNERS, AGENTS, SPONSORS, BOARD MEMBERS AND SUCCESSORS FROM ANY AND ALL LOSS, LIABILITY OR CLAIMS THAT I MAY HAVE ARISING OUT OF MY PARTICIPATION AS AN EXHIBITOR OR VENDOR.

Signature: _____ Print Name: _____

Title: _____ Date: _____

Hispanic League Approval: _____ Date: _____

Mari Jo Turner, Executive Director



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