

## **Sponsorship Agreement**

**THIS SPONSORSHIP AGREEMENT** (the "Agreement") is made and entered into as of this 20<sup>th</sup> day of March 2006, by and between the Bartlett Park District, an Illinois unit of local government ("Owner" or "Park District") and \_\_\_\_\_ a corporation organized and existing under the laws of the State of IL, licensed to conduct business in the State of Illinois ("Sponsor").

**WHEREAS, Owner** has the exclusive rights to the publicizing, registering and the actual operation and evaluation of the Apple Blossom Run.

**WHEREAS, Sponsor** has determined to provide financial and/or other support for the Apple Blossom Run as a title sponsor described in this Agreement, in exchange for certain promotional rights to be provided by Owner.

**NOW, THEREFORE,** in consideration of the mutual agreements and promises contained herein, the receipt and sufficiency of which are hereby mutually acknowledged and agreed, the parties hereto agree as follows:

**1. Sponsor**

Name  
Address  
City, State, Zip  
Contact:  
Phone  
Email address

**2. Owner**

Bartlett Park District  
696 W. Stearns Road  
Bartlett, IL 60103  
Contact: Stephanie FitzSimons, Marketing Manager  
630-540-4834  
sfitzsimons@bartlettparks.org

**3. Term**

This is a three year agreement beginning with the 2006 Apple Blossom Run and ending with the 2008 Apple Blossom Run. If it is deemed mutually acceptable a renewal of the contract may be issued with applicable changes to benefits and/or price.

All materials for the race including the logo must be received upon execution of agreement.

All payments shall be made by check payable to the Bartlett Park District and shall be mailed or delivered to:

Stephanie FitzSimons, Marketing Manager  
Bartlett Community Center  
700 S. Bartlett Road  
Bartlett, IL 60103

#### **4. Sponsor Objectives**

The primary objectives of the Sponsor in entering into this Agreement are:

- (a) to increase the visibility of the new business location;
- (b) to provide assistance in the community for overall good will;
- (c) to gain marketing exposure through related events;
- (d) to become part of a new community and work with community groups.

#### **5. Owner Objectives**

The primary objectives of the Owner in entering into this Agreement are:

- (a) to secure sponsorship funds and other benefits;
- (b) to increase the profile, standing, brand value and participation in the Property;
- (c) to promote the profile and corporate image of Sponsor and the use of Sponsor's products and services;
- (d) to continually review and evaluate the ongoing success and performance of the sponsorship for the maximum commercial advantage to all parties.

#### **6. Sponsor Benefits**

##### **Title Sponsorship with Advertising Option**

- Title sponsor exclusivity (although other sponsors will be involved at lower levels)
- Sponsor name on the front of all participant shirts w/ the Apple Blossom Logo
- Sponsor will be thanked and introduced at the start of the race
- Sponsor will be the official race starter
- Ability to hang banner on the staging area of the award presentation room
- Sponsor name will be included in all press releases and printed materials  
For example....LaSalle Bank Apple Blossom Run...
- May participate in adding to the participant goodie bags
- Ability to have representatives on course as race assistants
- Sponsor will have a table available (provided by Park District) for their use at awards ceremony
- Representatives will assist in handing out the awards (if you choose)
- You will be thanked and introduced at the awards ceremony
- You will receive a full page advertisement in one of our seasonal brochures (17,500 printed)

#### **7. Owner Benefits**

\$4,000 each year for a three years based on the following schedule:

First year payment due: 30 days after signing this agreement

Second year payment due: January 15, 2007 (for ABR 2007)

Third year payment due: January 15, 2008 (for ABR 2008)

#### **8. Applicable Law**

This Agreement shall be governed by the laws of the State of Illinois. Venue for all purposes hereunder shall be the 18<sup>th</sup> Judicial Circuit Court of the State of Illinois, Wheaton, DuPage County, Illinois.

Owner Marks, Sponsor Marks, Rules Applicable to all Marks

## **9. Termination**

(a) In the event the Sponsor shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of its property; or (3) an involuntary petition in bankruptcy shall have been dismissed within ten (10) days of such filing, the Agreement shall automatically terminate.

## **10. No Partnership Joint Venture Agency, Etc.**

Nothing in this Agreement shall be construed to place the parties in a relationship or partnership, joint venturers or as principal and agent.

## **12. Costs**

### **(a) Own Costs**

Each party must pay its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

### **(b) Signage, Etc.**

Unless otherwise specified as a Sponsor Benefit or Owner Benefit, each party must pay its own advertising, leverage, general overhead and incidental costs related to the performance of its obligations under this Agreement. Despite this, all costs for signage, artwork, photography, film, videotape and similar expenses directly or indirectly incurred under this Agreement must be paid by Sponsor unless otherwise provided for in this Agreement.

## **12. Miscellaneous**

Neither party shall be liable for damages or its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, or acts of God.

## **NOTICES**

(a) All notices required shall be in writing and shall be given in the following manner:

1. By personal delivery of such notice; or

2. By mailing of such notice to the addresses recited herein by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or

3. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

Any party shall have the right to designate any other address for notice purposes by written notice to the other party or his attorney in the manner aforesaid. The addresses of the Parties are as follows:

If to the Park District:     BARTLETT COMMUNITY CENTER  
Stephanie FitzSimons  
Marketing Manager  
700 S. Bartlett Road  
Bartlett, Illinois, 60103

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written.

**Annual Commitment from Insert Sponsor name here for a three year term: \$4,000**

\_\_\_\_\_  
Bartlett Park District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sponsor Representative     Date

**Please complete the following contact information:**

Name of Sponsor Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

Please direct all questions regarding this sponsorship agreement to:  
Stephanie FitzSimons, Marketing Manager. Stephanie can be reached at 630-540-4834, or  
sfitzsimons@bartlettparks.org.