



## SPONSOR AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Corpus Christi PATCH, Inc. ("Producer"), 402 Peoples Street, Suite 1A, Corpus Christi, Texas 78401, a not-for-profit 501(c) (3) corporation existing under the laws of the State of Texas and

\_\_\_\_\_ ("Sponsor").

### Recitals

WHEREAS, Producer will organize, promote and execute ¡Que Bueno! Taco Fest as a unique annual event and community celebration;

WHEREAS, it is the intent of the Producer to work in cooperation and partnership with Sponsor to create a first-class festival; and

WHEREAS, Producer enters into this Agreement with Sponsor that delineates the respective rights and obligations of the parties and defines their relationship for ¡Que Bueno! Taco Fest.

### Agreement

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants and agreements set forth below, Producer and Sponsor agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer-employee relationship or any principal-agent relationship.

2. EXCLUSIVITY

Producer shall have exclusive operational and vending control over and within the geographic area and locations at which ¡Que Bueno! Taco Fest will be conducted, as such geographic area and locations are defined in the event application and permits relating thereto (the "Event Area").

Sponsor (a) shall not authorize or permit any other person or entity to conduct any other community event, and (b) shall not grant any other person or entity a transient merchant license to conduct any type of business, within the Event Area during the time period of ¡Que Bueno! Taco Fest, which takes place from 11am to 10pm, September 14, 2019, without Producer's prior approval.

3. OPERATIONS AND SECURITY FOR ¡QUE BUENO! TACO FEST

PRODUCER commits to provide an event which meets or exceeds standards for operations, security, and emergency protocols for ¡Que Bueno! Taco Fest and the Event Area based on historical data and as required by the Corpus Christi Police Department, the City of Corpus Christi Traffic and Engineering department as well as the City of Corpus Christi Parks and Recreation department. Compliance with requirements provided by the aforementioned entities shall be deemed sufficient operations, security, and emergency procedures to satisfy the terms of this provision by the Parties hereto.



4. IN-KIND SERVICES FOR ¡QUE BUENO! TACO FEST

SPONSOR agrees to provide in-kind products or services to PRODUCER for ¡Que Bueno! Taco Fest.

**SPONSOR's in-kind contribution will be understood to include and be limited to (if left blank, Sponsor will not be providing in-kind services):**

5. SPONSOR BENEFITS

PRODUCER agrees to provide benefits to Sponsor for ¡Que Bueno! Taco Fest.

**Sponsor benefits will be understood to include (if left blank, Producer will not be providing benefits to Sponsor):**

**6. INDEMNIFICATION AND RELEASE**

(A) NEITHER THE PARTY DESIGNATED AS PRODUCER NOR ANY OTHER INDEMNITEE (AS DEFINED BELOW) SHALL BEAR ANY DAMAGE, LOSS, COST, EXPENSE OR LIABILITY RESULTING FROM PERFORMING (OR FAILING TO PERFORM) THE DUTIES AND FUNCTIONS OF THE PRODUCER, AND INDEMNITEES ARE HEREBY RELEASED FROM LIABILITY TO NON-PRODUCERS FOR ANY AND ALL DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITIES ARISING OUT OF, INCIDENT TO OR RESULTING FROM SUCH

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PERFORMANCE OR FAILURE TO PERFORM, EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE, **GROSS NEGLIGENCE**, STRICT LIABILITY OR OTHER LEGAL FAULT OF PRODUCER (OR ANY SUCH INDEMNITEE).

(B) SPONSOR(S) SHALL DEFEND AND INDEMNIFY PRODUCER AND ITS AFFILIATES, AND THE OFFICERS AND DIRECTORS OF BOTH (COLLECTIVELY, "INDEMNITEES"), FROM ANY AND ALL DAMAGES, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE LEGAL COSTS, EXPENSES AND ATTORNEYS' FEES) AND LIABILITIES INCIDENT TO CLAIMS, DEMANDS OR CAUSES OF ACTION BROUGHT BY OR ON BEHALF OF ANY PERSON OR ENTITY, WHICH CLAIMS, DEMANDS OR CAUSES OF ACTION ARISE OUT OF, ARE INCIDENT TO OR RESULT FROM SPONSOR(S) OPERATIONS, EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE, **GROSS NEGLIGENCE**, STRICT LIABILITY OR OTHER LEGAL FAULT OF PRODUCER (OR ANY SUCH INDEMNITEE).

THE PARTIES AGREE THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. AGREEMENT BINDING

The parties agree that this Agreement shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this Agreement or any of their respective rights, obligations or interest in it.

8. NOTICES

All notices with respect to this Agreement shall be given by first class mail or hand-delivery to the parties as follows:

PRODUCER:

Corpus Christi PATCH, Inc.

Monica Sawyer

402 Peoples Street, Suite 1A

Corpus Christi, TX 78401

SPONSOR:

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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9. SEVERABILITY

If any term, provision, covenant or condition of this Agreement is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this Agreement will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants and conditions.

10. Should Producer prevail in any action to enforce the terms of this Agreement, Producer shall be entitled to recover reasonable and necessary attorney's fees and costs from Sponsor(s).

11. The Parties hereto mutually participated in drafting this Agreement and had the right and opportunity to seek legal counsel regarding this Agreement.

12. This Agreement shall be interpreted under the laws of the State of Texas and venue for any action arising hereunder shall be exclusively in the county courts or district courts of Nueces County, Texas.

13. WEATHER AND REFUND POLICY

Sponsor acknowledges and agrees that ¡Que Bueno! Taco Fest is a rain or shine event; that Producer has neither made nor makes any guaranties regarding attendance; that attendance at past festivals is not a guarantee of attendance at the 2019 ¡Que Bueno! Taco Fest; that Producer has no control over weather, acts of God, acts of terrorism, government intervention, or any other cause that may prevent, alter, or interrupt the Festival, and Sponsor shall hold Producer harmless for any losses that arise because of such event. Sponsor acknowledges and agrees that no refunds of sponsorship will be given.

IN WITNESS HEREOF, the duly authorized representatives of the parties have hereunto set their hand on the date and year written.

Corpus Christi PATCH, Inc,

Sponsor: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_