

Sponsorship Agreement for Path to the Parade 5k, August 18, 2023

This Sponsorship Agreement ("Agreement"), dated as of _____ 2023 (the "Effective Date"), is by and between The Associated Irish Societies, Inc. a Connecticut Non stock corporation ("Organizer"), and _____, with offices located at _____ ("Sponsor").

WHEREAS, Organizer is the organizer of the Path to the Parade 5K as more particularly described in Schedule A ("Event"); and

WHEREAS, Organizer and Sponsor have reached agreement on terms and conditions upon which Sponsor will sponsor the Event at the sponsorship level and on the terms and conditions set forth in Schedule A and wish to memorialize that agreement herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Definitions.** For purposes of this Agreement, the following terms have the following meanings:
"Mark" means any trademark, trade name, service mark, design, logo, domain name or other indicator of the source or origin of any product or service.
"Sponsor Obligations" means Sponsor's obligations set forth in Schedule A.
"Sponsorship Benefits" means the benefits Organizer is required to provide to Sponsor under this Agreement as set forth in Schedule A.
"Sponsorship Fee" is the fee payable by Sponsor to Organizer under this Agreement, as set forth in Schedule A.
- Sponsorship Benefits and Obligations.** In consideration of Sponsor's payment of the Sponsorship Fee and performance of the Sponsorship Obligations, Organizer shall provide Sponsor with the Sponsorship Benefits set forth in Schedule A, Path to the Parade Sponsorship Opportunities.
- Sponsor Obligations.** In exchange for Organizer's entering into this agreement the Sponsor has agreed to the Sponsorship Obligations set forth in schedule A.
- License Grants.** Sponsor hereby grants Organizer, and Organizer hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Sponsor Marks solely as necessary to provide the Sponsorship Benefits in conjunction with the Event during the Term. It being understood that the Sponsor's Mark may appear post the Term on the Organizers Website in historical references to the Event. Organizer shall use the Sponsor's Marks solely in accordance with any trademark usage guidelines and quality control standards provided by Sponsor as the same may be updated from time to time.
- Sponsor use of Affiliation with Organizer.** The Sponsor acknowledges that the Organizer is a not for profit entity recognized under section 501 (c) (3) of the Internal Revenue Code. While the Organizer consents to the use of its name and Marks in conjunction with the Sponsors marketing related to the Event no use of its marks may be made that would in any manner be inconsistent with its tax status. Further, the Sponsor agrees to not in any way use its affiliation with the Organizer hereunder in a manner that would be inconsistent with the Organizer's mission as the organizer of the Greater New Haven Saint Patrick's Day Parade. In this regard the Sponsor will not use the Mark or its agreement hereunder to promote lude, unlawful, unethical or in any manner that would cast the Organizer, the event or the Greater New Haven Saint Patrick's Day parade in a poor public light or otherwise adversely affect the reputation of the Organizer all as determined in the Organizers sole and absolute discretion.
- Term.** The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect until completion of the Event (the "Term").

7. Termination. Either party may terminate this Agreement, immediately upon written notice to the other party if:

(a) the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured for ten (10) days after the non-breaching party provides the breaching party with written notice thereof; or

(b) On expiration or earlier termination of this Agreement:

all licenses granted hereunder will also terminate and each party shall immediately cease using the other party's Marks and return to the other party such other party's confidential information, and the parties will be relieved of their respective further obligations hereunder; and

(c) The provisions set forth in the Sections 2 and 7, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

8. Representations and Warranties.

(a) Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) Organizer further represents and warrants that the Organizer Marks and Sponsor's use thereof in accordance with this Agreement will not infringe, misappropriate or otherwise violate any rights of any third party.

(c) Sponsor further represents and warrants that the Sponsor Marks and Organizer's use thereof without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate or otherwise violate any rights of any third party.

9. Indemnification.

(a) Organizer shall indemnify, defend and hold harmless Sponsor, and Sponsor's officers, directors, employees, agents, successors and assigns (each, a "**Sponsor Indemnitee**") from and against all any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**"), resulting from any claim, suit, action or proceeding (each, an "**Action**") arising out of or related to: (i) the Event (to the extent not the responsibility of Sponsor hereunder), including Organizer's advertising, marketing or promotion of the Event, the Organizer Marks and Event Materials; (ii) any use, presentation, display or distribution of Sponsor Materials in a manner not expressly permitted by this Agreement; or (iii) Organizer's breach of any representation, warranty, covenant or obligation of Organizer under this Agreement.

(b) Sponsor shall indemnify, defend and hold harmless Organizer and officers, directors, employees, agents, successors and assigns (each, an "**Organizer Indemnitee**") from and against all any and all Losses resulting from any Action arising out of or related to: (i) the Sponsor Materials, solely as used, presented, displayed and distributed without alteration and otherwise in strict compliance with this Agreement; (ii) Sponsor's breach of any representation, warranty, covenant or obligation to Organizer under this Agreement or

(iii) claims of any person or entity against Organizer for collection of money or damages arising out of obligations related to the Event that are the express responsibility of the Sponsor as Sponsor Obligations as set forth herein including any schedule hereto. This indemnity to include but be not limited to any claim by any municipal authority for the cost of permitting, policing, or maintenance related to the Event.

10. Force Majeure. Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any acts of God; flood, fire or explosion; war, terrorism, invasion, riot or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances; passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition; or national or regional shortage of adequate power or telecommunications or transportation facilities; (each of the foregoing, a "**Force Majeure**"), in each case, provided that (A) such event is outside the reasonable control of the affected party; (B) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (C) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.

11. General.

(a) Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

(b) Notices to either party may be sent to the address first written above or to any e mail address provided in Schedule A. Notices are effective upon receipt.

(c) This Agreement, together with any attachments hereto, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. This agreement shall not be modified or amended nor shall any right or duty hereunder to assigned, delegated, or transferred without the express written consent of all parties hereto.

(d) This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Connecticut. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Connecticut in each case located in the city of New Haven and County of New Haven, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SPONSORSHIP LEVEL

**PLEASE INITIAL SPONSORSHIP LEVEL CHOICE AS OUTLINED IN ATTACHED
SPONSORSHIP OPPORTUNITIES (SCHEDULE A)**

	<i>PRESENTING SPONSOR</i>	\$2,000
	<i>SILVER SPONSOR</i>	\$1,000
	<i>BLUE SPONSOR</i>	\$500
	<i>ORANGE SPONSOR</i>	\$250
	<i>BLACK SPONSOR</i>	\$100

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.
Associated Irish Societies, Incorporated

By _____

Name:

Title:

[SPONSOR NAME]

By _____

Name:

Title:

Sponsor Marks:

[MARKS ORGANIZER IS LICENSED TO USE UNDER THIS AGREEMENT]

**Please provide a vector file for your business logo.*