



2023 Holland Waterfront Celtic Festival & Highland Games Sponsorship Agreement

Name of Sponsoring Organization/Person: _____

(name as you wish us to list in marketing, etc.)

Authorizing Person Name & Title: _____

Contact Email Address: _____

Street Address: _____

City State Zip: _____ Phone: _____

Website: _____ Sponsorship Level: _____ Amount: \$ _____

Authorizing Person Signature: _____ Date: _____

“Sponsor” agrees to sponsor the 2023 Holland Waterfront Celtic Festival & Highland Games (Festival) at the Sponsorship Level and Rate indicated above and agrees to the Terms and Conditions of this Sponsorship Agreement (below). Terms: **Net 30 days**. If you require an invoice, check here: _____

\$1,000 level sponsors and above, please also send us your **LOGO** in JPG, TIF or PDF (or all three!)

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Reviewed, accepted, and approved by: _____

(Festival representative)

If you would like to forego an invoice, simply send a check to:

HOLLAND CELTIC FESTIVAL
120 W 23RD ST
HOLLAND MI 49423

Or use PayPal to send your Sponsorship amount to: Info@HollandCelticFestival.org

Please see terms and conditions on reserve side.

SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

Benefit Definitions & Details:

- Logos: your organization logo must be provided in print-ready form for both web and print publications. See Sponsor Checklist for more information.
- Sponsorship: The Festival will furnish Sponsor with the sponsorship rights and amenities for the 2023 event according to the Sponsorship Level selected and paid for by Sponsor.
- Term. The term of this Sponsorship Agreement begins on the date payment is received and accepted and terminates upon the conclusion of the 2023 festival.
- Payment. Invoices will be issued at the time completed applications are received. Sponsor will pay the agreed upon rate (less the value of any in-kind contribution) within ten (30) days of receipt of an invoice. All payments must be received before any benefits can be conveyed, unless otherwise waived. (continued)
- Trademarks and Copyrights. The Festival grants Sponsor, during the Term and for 30 calendar days thereafter, a non-exclusive license to use "2023 Holland Waterfront Celtic Festival & Highland Games", its logo, and its variations in the same form they are provided by in connection with the Sponsor's 2023 activities in a manner consistent with the Festival's guidelines for use of the Event Marks, this Sponsorship Agreement, and the Sponsor's Sponsorship Level. Sponsor will comply with the Festival's reasonable requests regarding the use of the Event Marks.
- Use of Sponsor Marks. Sponsor grants to the Festival a non-exclusive, royalty-free license to use the Sponsor marks in camera-ready format; (i) during the Term in connection with the Festival's promotional and publicity activities, including print, video, and electronic materials, for the 2023 event; and (ii) after the Term in reference to Sponsor's sponsorship of the 2023 event.
- Liability. Neither the festival nor its representatives will be responsible for any injury, loss, harm, or damage that may occur to the Sponsor from any cause whatsoever. Under no circumstances will the Festival be liable for lost profits or other special or consequential damage. The foregoing will apply regardless of how any claim is brought or how damages are characterized, including whether brought in contract, tort or otherwise.
- Event Contents. Sponsor may photograph or otherwise record its presence at the 2023 Festival but will not otherwise record or reproduce any portion of the Festival, including the marks or presence of other sponsors, the entertainment, or the attendees, in any format without the Festival's prior written consent. Sponsor's actions to photograph or otherwise record its presence will take place only in the public access areas of the Festival and may not interfere with the normal operations of the event.
- Reschedule or Cancellation. The 2023 Festival is scheduled to take place June 23 & 24, 2023. The Festival reserves the right to reschedule or cancel the 2023 Festival or any individual events comprising it if necessary for any reason, including: (i) weather; (ii) failure to receive commitments from the necessary number of sponsors; (iii) failure to reach agreement with the applicable authorities on any issue related to the Festival; or (iv) acts of God or any other cause beyond the Festival's reasonable control, e.g. war, fire, strike, change of law or regulation, public catastrophe. If the Festival is cancelled in whole, the Festival will issue refunds at pro-rata amounts of the total sponsorship fees received less the expenses incurred. No further refunds or other amounts will be due from the Festival for any reason. In no case will the amount of refund to a Sponsor exceed the amount of the sponsorship fee actually paid.
- Termination. The festival reserves the right to accept or reject sponsors at its sole discretion and may terminate this Sponsorship Agreement at any time, in which case Sponsor's rights to use the Event Marks will terminate immediately, and the Festival will refund to Sponsor any sponsorship fees paid to the Festival less any out of pocket expenses incurred, and return any unused in-kind contribution received, under this Sponsorship Agreement.
- Tax Status. The Holland Waterfront Celtic Festival & Highland Games is produced by the Holland Celtic Society, an IRS 501(c)(3) nonprofit corporation. We are a Michigan non-profit corporation. Our tax identification number is 87-1349456 and our non-profit determination letter is available on our website or upon request.
- Miscellaneous. This Sponsorship Agreement represents the entire agreement between the Festival and Sponsor, and there is no other agreement or warranty between the Sponsor and the festival. This Sponsorship Agreement establishes a non-exclusive relationship between Sponsor and the Festival, and the Festival retains the right to enter into other Sponsorship Agreements at its discretion. All legal matters pertaining to the 2023 Festival and this Sponsorship Agreement will be governed by and construed under the laws of the state of Michigan. Sponsor irrevocably consents and submits to the personal jurisdiction of the courts in and for Michigan for any actions arising out of or relating to this Sponsorship Agreement.

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