

ADOPTED this _____ day of _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

CITY CLERK - TREASURER

1. Term and Territory

- (a) The term of this Agreement is from the Effective Date through 10 days after the last day of the Event (“**Term**”).
- (b) The Sponsorship Rights (defined below) granted to Sponsor under this Agreement shall apply only in the Territory, it being acknowledged that any online/digital materials may be accessible outside of the Territory.

2. Sponsorship Rights and Obligations

- (a) Subject to Company’s receipt of the full Sponsorship Fee, Company agrees to provide Sponsor the sponsorship, marketing, advertising, promotional, and media rights, elements, assets, activations, and benefits specified in Exhibit A during the Term, in the Territory, and solely in connection with the Event, (collectively, the “**Sponsorship Rights**”).
- (b) Notwithstanding anything herein to the contrary, the Sponsorship Rights will be exclusive only with respect to Company and the Event, and not to any individual performers, bands or other talent at the Event, unless a direct exclusive relationship exists between Sponsor and said performers, bands or other talent.
- (c) Sponsor shall provide Company (or its designee), in the format reasonably requested by Company, all necessary Marks (as defined below), artwork, and other materials required in connection with the Sponsorship Rights within a reasonable time prior to their intended use in order to allow for proper implementation. Failure to timely provide such materials as required or cooperate with Company’s marking team may result in an inability to provide or implement some or all of the Sponsorship Rights and forfeiture thereof without refund.
- (d) Any on-site activation, booth, display, signage, or activity by Sponsor must be pre-approved by Company in its sole discretion, and comply with all Event rules and directives. Sponsor is responsible for all permits, licenses, and safety requirements related to its on-site activation.

- (a) The Parties represent and warrant that: (i) they each have the full right and legal authority to enter into and fully perform this Agreement and to grant the rights herein in accordance with its terms; (ii) when executed and delivered by each Party, this Agreement shall be its legal, valid and binding obligation, enforceable against it in accordance with the terms and conditions herein, except to the extent that enforcement may be limited by bankruptcy, insolvency or other applicable law affecting creditors' rights generally; (iii) any advertising, marketing, promotional or publicity materials or content it creates (or which is created on its behalf) pursuant to this Agreement will not infringe on any third party rights and will be in compliance with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, and industry guidelines; and (iv) it is responsible for obtaining all releases, approvals, clearances, consents and permissions needed for the use by the other Party of any material or content provided by one Party to the other Party hereunder.
- (b) Sponsor and its Representatives (defined below) shall comply with all federal, state and local laws, rules and regulations in connection with the Event and its sponsorship thereof, as well as policies of the Event venue and any conduct guidelines provided by Company. Company reserves the right to remove or restrict Sponsor's on-site activities at the Event for failure to comply with the foregoing.
- (c) Sponsor represents and warrants that it will not take any action inconsistent with the grant of rights hereunder or the positive reputation and good will associated with Company, the Event, and Company's products and services, and will not in any manner disparage, or engage in any activities, that Company believes in its sole discretion are likely to adversely impact Company, the Event, or Company's products, services, brand, or reputation, or that are contrary to commercially reasonable behavior of similarly situated organizations.
- (d) Sponsor understands that the Event details (including talent, schedule, venue and attractions) are subject to change, and any such changes shall not constitute a breach provided the Event remains substantially similar in scope and Event is rain or shine. Company disclaims any warranties,

indemnify). The indemnitor will be entitled to control the defense or settlement of such claim (with counsel reasonably satisfactory to the indemnitee), provided that the indemnitee will, upon requesting indemnification hereunder: (i) provide reasonable cooperation to the indemnitor in connection with the defense or settlement of any such claim, at the indemnitor's expense; and (ii) be entitled to participate in the defense of any such claim, at its own expense, with counsel of its choosing. The indemnitor shall keep the indemnitee advised of the status of the claims and the defense of the claims and shall consider in good faith recommendations made by the indemnitee with respect to the defense.

- (b) EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR TO DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF SECTION 10(E) (CONFIDENTIALITY), EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT WILL NOT EXCEED THE SPONSORSHIP FEE AND NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS/REVENUE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

- (a) This Agreement may be terminated by either Party in the event of an uncured material breach by the other Party upon giving written notice to the breaching Party and the breaching Party's inability or failure to cure such breach to the reasonable satisfaction of the non-breaching Party within 30 days after such notification.
- (b) Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party (i) becomes insolvent; (ii) makes an assignment for the benefit of creditors; (iii) files a voluntary bankruptcy petition; (iv) acquiesces to any involuntary bankruptcy petition; (v) is adjudicated bankrupt; or (vi) ceases to do business.
- (c) This Agreement may be terminated by Company for any reason and at any time upon giving at least 30 days' written notice to Sponsor provided that Company refunds the Sponsorship Fee (or

passes, or promotional materials related to the Event that have been provided, at Company's request.

8. Force Majeure

- (a) If either Party is unable to perform any or all of its obligations hereunder because of any unforeseen circumstances beyond the reasonable control of the Party precluded from performing hereunder, including, without limitation, an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of terrorism or war, epidemic, pandemic or contagious disease, failure of performance by a common carrier, failure in whole or part of technical facilities, act of government or government instrumentality (whether federal, state or local), or other cause beyond the reasonable control of said Party (each, a "Force Majeure"), then such inability to perform will not be a breach of this Agreement.
- (b) If the original Event is canceled due to a Force Majeure, but rescheduled at any point during the same calendar year, this Agreement shall remain in full force and effect and continue to apply to the Event. If an Event is canceled due to a Force Majeure and is not so rescheduled, then Company shall offer Sponsor a reasonably equivalent "make good" (e.g., comparable sponsorship opportunities at a future event or advertising of equal value) and/or refund an equitable portion of the Sponsorship Fee corresponding to undelivered Sponsorship Rights. Such make good and/or refund shall be Sponsor's sole and exclusive remedy.
- (c) If Force Majeure requires the Event to be held in a reduced capacity or modified format, Company shall have the right to modify the Sponsorship Rights as reasonably necessary (e.g., adjusting on-site activations to virtual integrations), and such modifications shall not be a breach so long as the overall promotional value remains materially equivalent.

9. Miscellaneous

- (a) Assignment; No Third-Party Rights. Sponsorship Rights are personal to Sponsor and may not be assigned, sublicensed, or shared with any third party (e.g., co-branding the sponsorship with a

(c) Governing Law. This Agreement will be governed in all respects by, and construed and enforced in accordance with, the laws of the state of Alabama, without regard to any rules governing conflicts of laws. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of Lauderdale County, Alabama,

(d) Dispute Resolution. Except to enforce an award of mediators (pursuant to this Section) in any court, all disputes, claims and/or causes of action arising hereunder (including without limitation, any alleged violation of this Agreement, any controversy relating to the enforceability of this section, or any claim that this Agreement (or any part thereof) is invalid, illegal or otherwise voidable (or void)) (collectively, "**Disputes**") shall be settled in an amicable discussion between senior executives of each Party, including their appointee or successors. If any Dispute should arise between the Parties which cannot be resolved in such manner, before resorting to any other legal remedy, the Parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to, the International Institute for Conflict Prevention and Resolution (formerly known as the CPR Institute for Dispute Resolution) ("CPR"), JAMS, or what is commonly referred to as "Rent-a-Judge." The selection of an organization shall be made within 10 business days after written notification from one Party to the other of a desire to mediate a Dispute. If an organization/judge and applicable rules have not been agreed upon within such 10-day period, then the Dispute shall be mediated in accordance with the CPR Mediation Procedure, and a single mediator will be chosen by CPR. If the parties are unable to resolve the Dispute within 60 days of submission to the mediation organization, then either Party may file suit in any court of competent jurisdiction. Nothing contained in this section shall be interpreted to prevent a Party from filing a cross-complaint or counter suit against another Party. In any dispute concerning or arising under this Agreement or any transaction relating hereto, the prevailing Party will be entitled to reasonable attorneys' fees and costs.

(e) Confidentiality. The Parties acknowledge and agree that the release or unauthorized use or

- (g) Waiver. The waiver of any of the terms or provisions of this Agreement in any one or more instances shall not be deemed a permanent waiver thereof or a waiver of this entire Agreement. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- (h) Relationship of the Parties. The relationship of the Parties is that of independent contractors. Nothing contained within this Agreement will be construed to place the Parties in the relationship of principal and agent, master and servant, employer and employee, partners, or joint venturers, and no Party will, either expressly or by implication, represent itself as having any authority to make contracts in the name of or binding any other Party or to obligate or bind any other Party in any way.
- (i) Survival. The rights and obligations of the Parties under Sections 3 (Sponsorship Fee), 4 (Representations & Warranties), 5 (Intellectual Property), 6 (Indemnification and Limitation of Liability), 10(c) (Governing Law), 10(d) (Confidentiality), and 10(e) (Dispute Resolution) shall survive any termination or expiration of this Agreement, along with any other provisions which by their nature are intended to survive.
- (j) Construction. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties.
- (a) Counterparts; Severability; Headings. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that any facsimile copy of a signed counterpart of this Agreement will be treated the same as a signed original of this Agreement. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and be enforced to the fullest extent permitted by law. The headings and capitalization herein are for convenience only and are not intended in any way to define or limit the meaning of any provision of this Agreement.

NAME:	NAME:
(Print or Type Name of Signatory)	(Print or Type Name of Signatory)
TITLE:	TITLE:
(Title)	(Title)
DATE:	DATE:
(Execution Date)	(Execution Date)

- Logo inclusion in festival marketing materials and website.
- Live acknowledgment from the main stage.
- 8 VIP tickets (2x Broze).
- 8 general admission tickets (2x Broze).
- 8 festival t-shirts (2x Broze).
- 8 festival posters signed by all the artists signatures pending artist availability (2x Broze).

Company will endeavor to deliver all Sponsor benefits. Sponsor acknowledges that, provided the essential sponsorship recognition elements are delivered, the failure to provide a particular item due to circumstances beyond Company's control shall not be a material breach so long as Company offers a reasonable substitute or credit of equivalent value (e.g., additional tickets if posters cannot be provided).