



PARKER COUNTY
PEACH FESTIVAL
WEATHERFORD, TX

Parker County Peach Festival Sponsorship Terms and Conditions

Weatherford Chamber of Commerce thanks you for your support of the Parker County Peach Festival. We look forward to creating a successful event. This document sets forth the terms of our agreement.

Pursuant to the terms described below, you (you or Sponsor) agree to enter into a sponsorship agreement with the Weatherford Chamber of Commerce (the CoC) for the Parker County Peach Festival (PCPF) scheduled to occur on Saturday, July 9, 2022.

In consideration of the agreements, representations and obligations stated here, including those in the PCPF sponsorship opportunities page, which is part of this agreement (collectively the Sponsorship Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

- 1. Term:** The term of the Sponsorship Agreement commences on the date signed by Sponsor (the Effective Date) and shall expire on July 9, 2022 (the Term)
- 2. Sponsorship Fee:** As a PCPF sponsor at the _____ level, the Sponsor shall pay to the Weatherford Chamber a non-refundable sponsorship fee of \$_____, payable within 30 days of the Effective Date. Payments shall be by check payable to Weatherford Chamber or credit card (information supplied on signed Sponsorship agreement and mailed or delivered to PO Box 310 Weatherford, TX 76086. An invoice will be provided upon request. Goods and services are due as specified in the Attachments. Sponsor agrees that delayed payment will affect the agreed upon sponsorship opportunities.
- 3. Force Majeure:** Sponsor acknowledges and agrees that the PCPF is subject to cancellation in the event of inclement weather or other *force majeure* event, as determined in the reasonable discretion of the CoC. Accordingly, any sponsorship benefits to be provided on the day of the PCPF may be withdrawn in the event that the PCPF is canceled or otherwise does not occur. The CoC shall have no liability to Sponsor in the event of such cancellation and no portion of the Sponsorship Fee will be refunded.
- 4. Indemnification:** Sponsor agrees to indemnify, defend and hold harmless the CoC and its directors, officers, employees, volunteers, agents and representatives (CoC Indemnitee) from and against any claim, suit for proceeding arising from (a) any breach or alleged breach of this agreement by Sponsor, (b) any personal injuries or property damage caused or allegedly caused by the negligence or intentional acts of the Sponsor, its personnel or persons under their control, (c) any alleged or actual false advertising, fraud, misrepresentation, libel or slander, illegal competition or trade practice, infringement of trademarks, trade names or titles, violations of rights of privacy or publicity, or infringement of copyrights or proprietary and intellectual property rights arising in connections with the use of display of any sponsor materials or signage.

Sponsor further agrees to reimburse any CoC indemnitee for any and all losses, damages, liabilities, costs or expenses (including reasonable attorneys' and professionals' fees and disbursements) incurred in

connection with the investigation, preparing, pursuing or defending any third-party action, claim, suit, investigation or proceeding any third-party action, claim, suit, investigation or proceeding arising from any of the above (whether or not pending or threatened, and whether or not any CoC Indemnitee is a party).

5. **Insurance:** **[Applies ONLY to sponsors that will have a display or booth at the Festival site. Cross this section out if it does not apply.]** Sponsor warrants and represents that it has (or will secure prior to the PCPF) and will maintain at its sole cost and expense, effective as of the date hereof and continuing for at least one year after the end of the terms.
- Workers' compensation insurance in compliance with statutory laws.
 - Commercial general liability insurance, including contractual liability and personal injury liability, with minimum limits of \$1 million per occurrence and \$2 million general aggregate.
 - Umbrella liability insurance, in excess of (b) above, with minimum limits of \$2 million per occurrence and \$2 million general aggregate.
6. **Use of "Parker County Peach Festival"** Sponsor acknowledges and agrees that the phrase "Parker County Peach Festival" is a registered, legally protected trademark of the CoC. As such, Sponsor is expressly prohibited from using, profiting, or attempting to profit from the phrase "Parker County Peach Festival" directly or indirectly in or on any merchandise, products, inventory, goods, or other items for sale. Nothing in this section is intended to prohibit Sponsor from advertise Sponsor's participation in the PCPF or otherwise generally promote the PCPF to the general public.
7. **Miscellaneous:** In case any provision contained in this Agreement, or any application thereof, shall be deemed invalid, illegal or unenforceable, the affected provisions shall be construed and rewritten so as to be enforceable to the maximum extent permitted by the law, thereby implementing to the maximum extent possible the intent of the parties. The validity, legality and enforceability of the remaining provisions contained in this Agreement shall not be affected or impaired thereby. This agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, both written and oral, of the parties regarding the subject matter of this Agreement. The parties agree that all indemnities, representations and warranties contained in this Agreement will survive the termination and/or expiration of this agreement.

SPONSOR:

Sponsor: _____

Signature: _____ Name: _____

Title: _____ Date: _____

Address: _____

Phone: _____ Email: _____

WEATHERFORD CHAMBER OF COMMERCE

Signature: _____ Name: _____

Title: _____ Date: _____