



# Sponsorship and Advertisement Form

Company / Contributor Name: \_\_\_\_\_ (“Sponsor”)
   
Authorized Person: \_\_\_\_\_ Title: \_\_\_\_\_
   
Primary Contact: \_\_\_\_\_ Contact email: \_\_\_\_\_
   
Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
   
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Web Site: \_\_\_\_\_

### Corporate Sponsorship Levels

- |  | <b>Rate*</b> |
|--|--------------|
| <input type="checkbox"/> Platinum Presenting | \$15,000     |
| <input type="checkbox"/> Gold                | \$10,000     |
| <input type="checkbox"/> Silver              | \$5,000      |
| <input type="checkbox"/> Bronze              | \$2,500      |
| <input type="checkbox"/> Copper              | \$1,000      |
| <input type="checkbox"/> Supporter           | \$500        |
| <input type="checkbox"/> Friend of HoLa      | \$250        |
| <input type="checkbox"/> Other               | _____        |

\*Does this value include in-kind contributions?  
 No                       Yes  
 If yes, please list and value the in-kind contributions

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Festival Booth Space (10’x10’)\*\*

- |  | <b>Fee</b> |
|--|------------|
| <input type="checkbox"/> Platinum Presenting | FREE       |
| <input type="checkbox"/> Gold                | FREE       |
| <input type="checkbox"/> Silver              | \$175      |
| <input type="checkbox"/> Bronze              | \$260      |
| <input type="checkbox"/> Copper              | \$350      |

\*\*Does your booth need electricity?  
 No                       Yes

Please describe power and special needs

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I will provide my company tent

### HoLa Guide Advertising\*\*\*

- |  | <b>Fee</b> |
|--|------------|
| <input type="checkbox"/> Outer back cover            | \$750      |
| <input type="checkbox"/> Inner back cover            | \$500      |
| <input type="checkbox"/> Full page (4 3/4" x 7 3/8") | \$350      |
| <input type="checkbox"/> Half page (4 3/4" x 3 5/8") | \$200      |
| <input type="checkbox"/> Business Card (2" x 3")     | \$75       |

\*\*\*Can you provide a camera-ready Hi RES (pdf, .tif or .eps) file at 300 dip at 100% size via disk or email?  
 No                       Yes

If your ad is not camera-ready, a graphic design fee will apply, you will be contacted by our graphic designer.

**Payment must be received in order to ensure cover ad.**

Graphic Designer: \_\_\_\_\_ Contact email: \_\_\_\_\_

**TOTAL ENCLOSED \$ \_\_\_\_\_**

**Please make checks out to HoLa Hora Latina, and send to PO Box 32192, Knoxville, TN 37930-2192  
 Sponsor logos and camera-ready advertisements are due July 31 2010**

Sponsor agrees to support Hola Hora Latina at the Sponsorship Level and Rate indicated above, and agrees to the Terms and Conditions of this Sponsorship Agreement.

Authorized Person’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Sponsorship Agreement Terms and Conditions

### **Benefit Definitions & Details**

- Industry Exclusivity is defined as being the only provider from a specific industry to provide a specified good or service. Examples: “The official water of the HoLa Festival.” or “The official airline of the HoLa Festival.” or “The official bank of the HoLa Festival.” Subject to availability. Terms, limitations, and conditions apply. Please contact a member of the Sponsor Support Team for details and to secure your industry exclusivity.
- Logos: your organization logo must be provided in camera-ready art form for both web and print publications, by July 31, 2010.
- HoLa Program and Resource Guide: annual publication produced exclusively for HoLa and distributed throughout the metropolitan area and at events.

**Sponsorship.** HoLa Hora Latina will furnish Sponsor with the sponsorship rights and amenities for the 2010 HoLa Festival according to the Sponsorship Level selected and paid for by Sponsor.

**Term.** The term of this Sponsorship Agreement begins on the Effective Date and terminates upon the conclusion of 2010 Hispanic Heritage Month, on October 15, 2010 (“The Term”).

**Payment.** Sponsor will pay the Rate (less the value of any in-kind contribution) and any additional contribution within thirty (30) days after its receipt of an invoice from HoLa Hora Latina for its sponsorship in accordance with this Sponsorship Agreement, but no later than July 31, 2010.

**Trademarks and Copyrights.** Use of Event Marks. HoLa Hora Latina grants Sponsor, during the Term and for 30 calendar days thereafter, a non-exclusive license to use “2010 HoLa Festival” and its variations in the same form they are provided by HoLa Hora Latina (the “Event Marks”) in connection with the Sponsor’s Hispanic Heritage Month’s activities in a manner consistent with HoLa Hora Latina’s guidelines for use of the Event Marks, this Sponsorship Agreement, and the Sponsor’s Sponsorship Level. Sponsor will comply with HoLa Hora Latina’s reasonable requests regarding the use of the Event Marks.

**Use of Sponsor Marks.** Sponsor grants to HoLa Hora Latina a non-exclusive, royalty-free license to use the Sponsor marks attached to Annex B in camera-ready format (the “Sponsor Marks”): (i) during the Term in connection with HoLa Hora Latina’s promotional and publicity activities, including print, video, and electronic materials, for the 2010 HoLa Festival; and (ii) after the Term in reference to Sponsor’s sponsorship of the 2010 HoLa Festival.

**Event Contents.** Sponsor may photograph or otherwise record its presence at the 2010 HoLa Festival, but will not otherwise record or reproduce any portion of the 2010 HoLa Festival, including the marks or presence of other sponsors, the entertainment, or the attendees, in any format without HoLa’s prior written consent. Sponsor’s actions to photograph or otherwise record its presence will take place only in the public access areas of 2010 HoLa Festival and will not interfere with the normal operations of the event.

**Liability.** Neither HoLa Hora Latina 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 HoLa Hora Latina 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.

**Reschedule or Cancellation.** Presently, the 2010 HoLa Festival is scheduled to take place on October 9, 2010. HoLa Hora Latina reserves the right to reschedule, relocate or cancel the 2010 HoLa 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 2010 HoLa Festival; or (iv) acts of God or any other cause beyond HoLa Hora Latina’s reasonable control, e.g. war, fire, strike, change of law or regulation, public catastrophe.

If the 2010 HoLa Festival is cancelled in whole, HoLa Hora Latina will issue refunds a prorated amount, based on sponsorship amounts actually paid, of the total sponsorship fees received less the expenses incurred by HoLa Hora Latina. No further refunds or other amounts will be due from HoLa Hora Latina for any reason. In no case will the amount of refund to a Sponsor exceed the amount of the sponsorship fee paid.

**Termination.** HoLa Hora Latina reserves the right to accept or reject sponsors in its sole discretion. HoLa Hora Latina may terminate this Sponsorship Agreement at any time, in which case Sponsor’s rights to use the Event Marks will terminate immediately, and HoLa Hora Latina will refund to Sponsor any amounts paid to HoLa Hora Latina and return any in-kind contribution received by HoLa Hora Latina (or equivalent value), under this Sponsorship Agreement.

**Tax Status.** HoLa Hora Latina is a registered 501(c)(3) non-profit organization

**Miscellaneous.** This Sponsorship Agreement represents the entire agreement between HoLa Hora Latina and Sponsor, and there is no other agreement or warranty between the Sponsor and HoLa Hora Latina. This Sponsorship Agreement establishes a non-exclusive relationship between Sponsor and HoLa Hora Latina, and HoLa Hora Latina retains the right to enter into other Sponsorship Agreements at its discretion. If a Presenting Level sponsor reasonably believes that another Sponsorship Agreement conflicts with its right to industry exclusivity, HoLa Hora Latina will work with the Presenting Level Sponsor to reach a commercially reasonable solution. All legal matters pertaining to the 2010 HoLa Festival and this Sponsorship Agreement will be governed by and construed under the laws of the Tennessee without regard to any provision of Tennessee that would require or permit the application of the substantive law of another jurisdiction. Sponsor irrevocably consents and submits to the personal jurisdiction of the courts in and for D.C. for any actions arising out of or relating to this Sponsorship Agreement.

This Sponsorship Agreement may be executed in multiple counterparts, each of which will be considered an original and all or any one of which constitute one and the same agreement. Facsimile or email copies will be treated as originals for these purposes.

This Sponsorship Agreement is personal to the parties and neither party may assign it without the prior written consent of the other party.