



SPONSOR AGREEMENT

This Sponsor Agreement is made this _____ day of _____, 201_, by and between the San Clemente Ocean Festival ("**Festival**") and _____ ("**Sponsor**").

RECITALS

WHEREAS, Festival conducts a two day ocean festival at the San Clemente Pier which involves ocean based activities and sporting elements; and

WHEREAS, Sponsor is desirous of donating certain funds and items to Festival in exchange for certain publicizing rights as enumerated below; and

WHEREAS, the parties agree as follows:

1. In exchange for Sponsor's donation of:

(a). Cash Sponsor \$ _____

(b). In-Kind Sponsor \$ _____ (retail) \$ _____ (value to Festival)

(List In-Kind donation(s) _____)

(c). Combination Sponsor \$ _____ (cash) and In-Kind \$ _____ (retail)
\$ _____ (Value to Festival)

(List In-Kind donation(s) _____)

Sponsor is designated as a " _____ " Sponsor.

2. As a " _____ " Sponsor, Sponsor is entitled to the benefits outlined on the attachment labeled "Exhibit A".

3. All of Sponsor's art ready copy and logos must be submitted to the Festival no later than April 1, 2009 (does not apply for SEAHORSE level sponsors). If Sponsor's art work/logos/copy are not submitted to Festival by this date, Sponsor's copy/logo may not appear as listed in "Exhibit A" and Festival will simply list Sponsor's name without logo or additional copy. No refunds shall be available due to Sponsor's failure to timely submit its copy/logo artwork to Festival.

4. All sponsorship payments (including "in kind" donations except perishables) shall be received no later than April 1, 2009 and are payable in full at that time. Any Sponsor who fails to pay its donation in full will have all sponsorship information, names and logo pulled from all Festival publications and publicity. If the defaulting Sponsor's name and logo can not be deleted from all Festival publications and publicity due to the timing requirements of going to press with the above-referenced publicity materials, Sponsor shall remain liable to Festival for the full amount of the donation, plus all costs of collection, including attorneys fees. **Please forward check to: San Clemente Ocean Festival; P.O. Box 1373, San Clemente, CA 92674.**

5. All banners (sizes outlined in the sponsor packet) must be delivered to the Festival no later than July 12, 2010 to insure favorable display at the San Clemente Ocean Festival. In return, banner(s) will be returned to Sponsor in a timely manner immediately following the event.

6. Sponsor acknowledges that Festival is a non-profit organization, which was created to promote a community event for the benefit of the residents of the Southern California area. In recognition of this fact, Sponsor acknowledges and agrees that in no event shall the Festival be responsible for inadvertent errors, omissions or accidental deletions from promotional materials. Should Festival be held responsible for any inadvertent omission or error involving a Sponsor's promotional material, Sponsor's sole remedy will be a refund of the donation and in no event shall Festival be held liable for special or consequential damages.

7. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

8. The provisions of this Agreement shall inure to the benefit of and are binding on the parties' successors, and assigns.

9. This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the State of California, irrespective of the place of execution or the place or places of performance.

10. This Agreement may be executed in two or more counter-parts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

Executed this _____ day of _____, 201__ at San Clemente, California.

FESTIVAL
San Clemente Ocean Festival

SPONSOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____