

EXHIBIT A

EVENT SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between _____, with an office at _____, ("Host") and Fulton County, Georgia, on behalf of the Fulton County Department of Arts and Culture ("Fulton Arts & Culture" and "Sponsor") for the services provided for or at _____, henceforth know as ("Artist/Event").

RECITALS

Host is presenting the following Artist/Event: _____. Fulton Arts and Culture desires to sponsor the Artist/Event. If applicable, Fulton Arts and Culture agrees to purchase a sponsorship package at the _____ level.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. **Representations.** Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.
2. **Host's Obligations/Deliverables:** In consideration for Host presenting or putting on the Artist/Event and receiving payment, Host shall provide Fulton Arts & Culture with the services, deliverables and rights set out in **Appendix A**, which is incorporated and hereby made a part of this Agreement.
3. **Fulton Arts & Culture's Obligations/Deliverables:** As full compensation for the rights, deliverables and services granted herein, Fulton Arts & Culture shall pay to Host a fee (the "Sponsorship Fee"), as set out **Appendix B**, which is incorporated and hereby made a part of this Agreement. The Sponsorship Fee is payable to Host in the manner and due on date(s) set out in **Appendix B**. Fulton Arts & Culture will provide Host with all deliverables and materials necessary to provide the contracted services (e.g., logos, etc.) as is further set forth in **Appendix C**, if applicable.
4. **Term of the Agreement/Sponsorship period.** The Agreement is effective upon execution of the parties and shall terminate upon the occurrence of the Artist/Event or the dates specified elsewhere in this Agreement, unless earlier terminated as provided in this Agreement.
5. **Cancellation.** If the Artist/Event is not held by reason of acts of God, acts of a governmental authority, riot, revolution, fires, or war, or other cause beyond the reasonable control of the parties hereto, Sponsor shall use its best efforts to reschedule the Artist/Event at a mutually agreeable time within a reasonable time from the originally scheduled date. If the Artist/Event cannot be rescheduled, Host shall, within seven (7) days, refund to Fulton County any amounts previously paid by Fulton County for which a service has not been provided.
6. **Trademarks/Materials.** The use of trademarks or materials of the parties shall be as provided in **Appendix C**, if applicable.
7. **Hold Harmless/ Indemnification.** To the extent allowable by law, Host hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless Fulton Arts & Culture [Fulton County], its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered

or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of Host, its agents, employees, officers and directors in connection with the Event. The language of this indemnification clause shall survive the termination of this Agreement. Host is not responsible for any acts or omission that is not caused by it, its employees, agents or anyone under its control or direction.

8. **Limitation of Liability.** In no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

9. **Miscellaneous.**

9.1 Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent by fax as indicated by a fax confirmation sheet; and sent to the address in the recitals. Host agrees to send a copy of any notices via email to David.Manuel@fultoncountyga.gov with a copy to Joycelyn.Fowler@fultoncountyga.gov.

9.2. Invoicing and Payment. Invoices shall be submitted to the Fulton County Accounts Payable Division via electronic mail at Accounts.Payable@fultoncountyga.gov at least ten (10) business days prior to the payment due date. At a minimum, original invoices must include:

- (1) the event date;
- (2) the name of the event; and
- (3) the legal name of the entity to receive payment.

9.3 Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

9.4 Confidentiality. Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement. Each party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement. Notwithstanding the foregoing, Host acknowledges that as a governmental entity, Fulton Arts & Culture [Fulton County] must comply at all time with the Georgia Open Records Act, and where there is a conflict between the terms of this Agreement and the Open Records Act, the provisions of the Georgia Open Records Act shall control.

9.5 Governing Law/Jurisdiction. This Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia. Host consents to the exclusive jurisdiction and venue of the courts in Fulton County, Georgia.

9.6 Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.

The parties have executed this Agreement as of the date set out below:

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[HOST]

Attest:

Signatory's name

(Signature)

Name

Title

(Seal)

Fulton County, Georgia

Richard "Dick" Anderson
County Manager

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts & Culture

Office of the County Attorney

APPENDIX A

The Host of [the Event], _____, shall provide Fulton Arts & Culture with the following deliverables:

APPENDIX B

SPONSORSHIP FEE: _____

Fulton County agrees to sponsor _____ on _____ in the amount of \$_____.

This Agreement represents the only relationship between Company and Sponsor. No other relationship between the two entities exists, implied, or otherwise.