CHILL ON THE HILL SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) made this day of , 2014 by and between Bay View Neighborhood Association, Inc. (“BVNA”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Sponsor”).

**RECITALS**

WHEREAS, the BVNA is an all-volunteer 501(c)(3) organization that strives to improve the quality of life for the residents of Bay View community by promoting economic development, funding community projects and sponsoring activities that help keep Bay View an attractive and safe neighborhood;

WHEREAS, the BVNA operates Chill on the Hill, an outdoor, summer local music concert series that takes place on Tuesday nights at Humboldt Park in Bay View;

WHEREAS, Chill on the Hill received a WAMI Award for Best Concert Venue in 2013, and was named Best Outdoor Concert Series by the Milwaukee Magazine in 2010. Crowds can reach up to 3000 people on popular nights; and

WHEREAS, Sponsor recognizes the value of its business name being promoted by, and in conjunction with, Chill on the Hill.

WHEREAS, Sponsor acknowledges that Chill on the Hill is entirely dependent on sponsorship revenue and that BVNA would be irreparably harmed if sponsors defaulted on their commitment to pay sponsorship fees.

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the parties hereto agree as follows:

**1.** **Sponsorship Fee.** In consideration of a sponsorship fee, BVNA hereby agrees to promote Sponsor at the level in the amount of $ .

**2. Payment Terms.** Sponsor shall pay to BVNA its sponsorship fee on or before May 1st of the current Chill on the Hill season, in the amount set forth in the attached Schedule of Sponsorship Levels. Payments due but unpaid by May 1st of the current Chill on the Hill season shall bear interest from date payment is due at 1.5% per month. Sponsor agrees to pay for costs and expenses incurred by BVNA in collection of payment, including attorneys’ fees and costs. Due to the timeliness of our event, sponsors who are not paid in full will not receive placement on any printed advertisements or promotional materials.

**3. Term and Termination.** The term of this Agreement shall be from the date of this Agreement until completion of the promotional services provided by BVNA and payment therefore by Sponsor. This Agreement may be terminated as follows: (a) at any time by written agreement of both parties; or (b) by either party before May 1st of the current Chill on the Hill season. Sections 2, 4, 5, 6, 7, 8, and 9shall survive cancellation of this Agreement.

**4. Ownership and Use of Marks.** Sponsor acknowledges that BVNA holds all rights and title to the Chill on the Hill word and logo marks. Sponsor further acknowledges that it has no rights or ownership of said marks, and that BVNA’s grant of license to use such marks, if any, is limited to those rights granted by this Agreement.

**5. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements between them as to such subject matter. This Agreement may not be amended without the parties’ written agreement.

**6. Governing Law.** The internal laws of the state of Wisconsin shall govern this Agreement, and all disputes arising therefrom. Any cause of action, claim, suit or demand by either party allegedly arising from or related to this Agreement or the relationship of the parties shall be brought in circuit court in Milwaukee County, State of Wisconsin. Both parties hereby irrevocably admit themselves to and consent to the jurisdiction of said court.

**7. Force Majeure.** BVNA shall not be liable under this Agreement for damages occasioned by any failure to perform if such failure arises out of a condition which is beyond the reasonable control of BVNA, including, without limitation, war, riot, civil disorder, fire, strikes, work slow-downs, accidents, actions of government or civil authority, delay in transportation, energy failure, equipment breakdown, delay of suppliers, inability to obtain necessary labor, materials or facilities, acts of God or any other causes beyond BVNA’s control.

**8. Severability.** The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement.

**9. Waiver.** Sponsor and BVNA agree that the failure at any time by BVNA to require or assert strict adherence to the prohibitions, covenants, terms, provisions, or conditions set forth herein shall in no way adversely or prejudice BVNA’s right thereafter to enforce this Agreement, nor shall any such failure or breach by BVNA constitute or be considered a waiver of rights to pursue Sponsor for any succeeding breach.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day first written above.

BAY VIEW NEIGHBORHOOD ASSOCIATION, INC.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature, title)

SPONSOR

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature, title)