

## 5K and 10K RUN SPONSORSHIP TERMS AND CONDITIONS

Pursuant to the terms described below, you ("you" or "Sponsor") agree to enter into a sponsorship agreement with the City of Lago Vista ("COLV") for the July 4th, 2025 Firecracker 5K and 10K. ("FC").

In consideration of the agreements, representations and obligations stated here, including those in the FC sponsorship opportunities brochure, which is part of this agreement, (collectively the "Sponsorship Agreement")—and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged—COLV and Sponsor, have entered into this Sponsorship Agreement and agree to be legally bound. **Sponsorship Deadline is June 16<sup>th</sup> 2025.**

1. TERM: The term of the Sponsorship Agreement commences on the date signed by Sponsor (the "effective date") and shall expire the day after the event on July 5th, 2025 (the "Term"), provided that Sponsor's obligations under Section 8, below shall continue in effect indefinitely.
2. SPONSORSHIP FEE: As an FC Sponsor at the \_\_\_\_\_ level valued at \$\_\_\_\_\_ for \_\_\_\_\_, the Sponsor shall pay to the COLV a **non-refundable** sponsorship fee of \$\_\_\_\_\_, payable within 15 days of the signed agreement or by June 16<sup>th</sup> 2025 whichever comes sooner. Payments shall be made in US dollars, by check made payable to the "City of Lago Vista" (information supplied on signed "Sponsorship Agreement") and mailed to City of Lago Vista, PO Box 4727, Lago Vista, TX 78645 or delivered to 5803 Thunderbird Street, Lago Vista, TX.
3. ADVERTISING AND SPONSORSHIP BENEFITS: The Sponsor will receive the benefits attributable to chosen sponsorship level, as set forth in the Sponsorship flier.
4. ACTIVATION SITE MATERIALS: Except as otherwise agreed by the parties, Sponsor shall be responsible for any and all expenses, including those directly or indirectly related to the installation, fabrication, erection, development and/or installation of any activation site materials at FC. The COLV may reject, in its reasonable discretion, any element thereof that it deems unsuitable in content or format for the space designated to Sponsor.
5. SPONSOR MATERIALS: Sponsor is responsible, at its sole cost and expense, for complying with all state and federal laws related to any sales, offers, or promotions made under this Agreement, including but not limited to securing any consents, licensees, waivers, or any other third-party copyrights, trademarks, service marks, publicity, or privacy rights in connection with any images, art files, music, video, or other materials used or provided by Sponsor in connection with this Sponsorship Agreement (e.g., any signage, logos, web site branding, etc.).
6. SPONSOR PERSONNEL: Sponsor shall ensure that all Sponsor personnel follow all local, state, and federal laws, and the rules and instructions provided by representatives of the COLV on site at the FC or otherwise, in connection with this Sponsorship Agreement (e.g., safety, ingress and egress, scheduling, etc.).
7. FORCE MAJEURE: Sponsor acknowledges and agrees that the FC is subject to cancellation in the event of inclement weather, or other force majeure event, as determined in the reasonable discretion of the COLV. Accordingly, Sponsor waives rights to continuing benefits on the day of the Firecracker 5K and 10K should it be canceled on the day of the festival due to inclement weather or another force majeure. COLV shall have no liability to Sponsor in the event of such cancellation of FC, and no portion of the Sponsorship Fee shall be refunded.
8. INDEMNIFICATION: Sponsor agrees to indemnify, defend, and hold harmless the COLV and its directors, officers, employees, agents, and representatives from and against any claim, suit or proceeding arising from following:
  - (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

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arising in connection with the use or display of any sponsor materials or signage; and (D) any violation of local, state or federal law related to Sponsor's activities at FC. Sponsor further agrees to reimburse any COLV indemnitee for any and all losses, damages, liabilities, costs or expenses (including reasonable attorneys' and professionals' fees and disbursements) incurred in connection with investigating, preparing, pursuing or defending 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 COLV Indemnitee is a party). THE INDEMNIFICATION IN THIS AGREEMENT SHALL APPLY EVEN IN THE EVENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY.

9. INSURANCE: [Applies ONLY to sponsors that will have a display, activations, 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 FC) 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 Term: (a) Workers' compensation insurance in compliance with statutory laws. (b) Commercial general liability insurance, including contractual liability and personal injury liability, with minimum limits of \$1 million per occurrence and \$2 million general aggregate. (c) Umbrella liability insurance, in excess of (b) above, with minimum limits of \$2 million per occurrence and \$2 million general aggregate.
10. 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 deemed rewritten so as to be enforceable to the maximum extent permitted by law, thereby implementing to the maximum extent possible the intent of the parties hereto. The validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings, both written and oral, of the parties hereto 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.

This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts. When executed, each counterpart will be an original and taken together will constitute one and the same agreement. This Agreement may be executed and delivered via e-mail or fax, which shall be deemed for all purposes as an original.

### ACCEPTED FOR THE SPONSOR

Signature:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

### FOR THE CITY OF LAGO VISTA

Signature:

Name: \_\_\_\_\_ Title: \_\_\_\_\_