



**Atlanta New Earth Festival  
Phone App  
Sponsorship Agreement**

When fully executed, this document will establish an agreement between **The Atlanta New Earth Festival Committee** herein after referred to as “Festival Committee” and \_\_\_\_\_ herein after referred to as “The Sponsor” in support of the 2017 Atlanta New Earth Festival in Atlanta, Indiana.

The Sponsor agrees to pay the committee **\$350.00**

In consideration of the payment detailed above, The Sponsor shall receive:

- Secondary Sponsor Banner Advertisement
- Interactive rotating banner on the footer of the phone app.

The final decision regarding placement and or juxtaposition of sponsor(s) shall rest with the Festival Committee. The Festival Committee hereby reserves the right to approve any signage or display submitted by The Sponsor and shall have the absolute right to reject all or part of The Sponsor’s signage or display for any reason the Festival Committee, in its absolute discretion, deems appropriate. In the event the Festival Committee deems it necessary to reject all or part of The Sponsor’s signage or display, The Sponsor’s sole and exclusive remedy shall be for the full or partial refund of the sponsorship amount.

Except for providing the specifically enumerated advertising privileges defined herein above in exchange for The Sponsor’s contribution, the Festival Committee shall have absolutely no duty, responsibility, obligation or liability to The Sponsor of any kind or for any reason. The crowd estimates contained herein are estimates based upon past events. The Festival Committee does not guarantee or warrant any specific amount of visitors or that this year’s Festival attendance will in any way be comparable to previous years. In any and all events, The Sponsor’s sole and exclusive remedy shall be for the refund of the money The Sponsor paid for the sponsorship less any actual costs incurred by the Festival Committee in connection with The Sponsor’s sponsorship. This shall include, but is not limited to, printing costs for banners, signage and other promotional materials. The parties agree that this shall constitute liquidated damages and payment in full for any and all losses, damages, or injuries suffered by The Sponsor. The Sponsor agrees that the Festival Committee shall not be liable to The Sponsor for any other reason or any other type of damages whatsoever.

The Town of Atlanta shall not have any responsibility or liability stemming from this agreement. By execution of this agreement The Sponsor formally agrees and releases the Town of Atlanta and it’s Town Council, Clerk-Treasurer, police department, employees and agents from any and all claims, liability, or responsibility connected with the Festival and/or Festival Committee.

The Sponsor shall have the right of first refusal on continuing sponsorship for future Atlanta New Earth Festivals.

It is understood and agreed that the entire agreement between the Festival Committee and The Sponsor is contained herein and that this document supersedes all previous written and oral agreements, and negotiations relating to the event sponsorship herein detailed. This agreement may only be amended or revised in a writing signed by both parties.

If this document correctly states your understanding of our agreement, please sign, and return to:

**Town of Atlanta  
P.O. Box 133  
Atlanta, IN 46031**

**Check payable in the amount of \$350.00 to The Town of Atlanta**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of authorized representative (please print)                      Title

\_\_\_\_\_  
Address    City                      State                      Zip

\_\_\_\_\_  
E-mail address    Phone Number

\_\_\_\_\_  
Website address

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Robyn Cook,IAMC,CMC    Date  
Clerk-Treasurer  
Town of Atlanta