

**SPONSORSHIP AGREEMENT MADE BETWEEN
THE VILLAGE OF ORLAND PARK AND
THE ORLAND PARK AREA CHAMBER OF COMMERCE**

THIS AGREEMENT (“Agreement”), entered into this ___ day of _____, 2024, by and between the Village of Orland Park, Cook and Will Counties, Illinois, an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois (hereinafter the “Village”), and the Orland Park Area Chamber of Commerce (hereinafter the “Chamber”), (each singularly or collectively also referred to as "party" or "parties"), relates to the sponsorship of the Chamber’s Summerfest event.

WHEREAS, the Chamber intends to hold a Summerfest event at Centennial Park on June 14 – 16, 2024 (the “Event”); and

WHEREAS, Village desires to be a sponsor of the Event and to help reduce the Chamber’s expenses associated with the Event; and

WHEREAS, Village wishes to obtain certain advertising and promotional rights from the Chamber in connection with its sponsorship of the Event; and

WHEREAS, the Chamber is willing to grant certain sponsorship privileges to the Village in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the parties’ mutual understandings, promises, covenants, and agreements and compensation set forth below, the sufficiency of which is acknowledged, the parties agree as follows:

1. The Chamber intends to hold the Event on June 14 – 16, 2024
2. The Village agrees to be a sponsor of the Event. The Village agrees to initially pay for and/or provide: (1) certain Police Department services (as set forth in an approved Safety Plan); (2) fencing for the Event; (3) marketing for the Event; and (4) metal detectors for the Event (collectively the “Village’s Contribution”) for the sponsorship of the Event. The parties agree that the value of the Village’s Contribution is \$50,000.00. The Chamber will reimburse the Village up to \$25,000.00 from the money the Chamber receives after accounting for the expenses of the Event (the “Profit”). The Village will receive one half of the Profits from the Event up to a maximum of \$25,000.00. For clarity, if the Event has a Profit of \$60,000.00, the Village will be reimbursed the full \$25,000.00, and the Chamber will receive \$35,000.00 of that Profit. If the Event has a Profit of \$20,000.00, the Village will be reimbursed the \$10,000.00, and the Chamber will receive

\$10,000.00 of that Profit. If the Event has no Profit, the Village will not be reimbursed for any of the Village's Contribution. If the Village is not reimbursed the entire \$25,000.00 from the Profits, the Chamber shall, upon the request of the Village Manager, provide the Village with a detailed accounting and all documents and records related to the revenues received (from all sources) and the expense for the Event within thirty (30) days of the end of the Event.

3. The Chamber will provide to the Village the sponsorship acknowledgments, benefits, and recognition as described herein:

A. The Chamber will acknowledge the Village of Orland Park in each of the Event's promotional printed and digital materials and display advertising including brochures, Event posters, Event programs, flyers, news releases, newspaper advertising, outside banners and signage, the entrance gate signage, staff/volunteer t-shirts and any and all other promotional items.

B. The Village may market, promote, and advertise the Event in anyway it deems appropriate (the "Village's Marketing"); and

C. The Chamber hereby grants to the Village a limited, non-exclusive, royalty-free license and right to use Chamber's trade name, trademarks, logos, service marks and other proprietary information owned by the Chamber in any and all of the Village's Marketing, including in any of the Village's advertisement and promotional materials for the Event and in the Village's social and on-line media efforts to promote the Event, including on the Village's Facebook, Twitter, Instagram and Constant Contact pages.

4. The Chamber and its respective employees, officers, agents and representatives, hereby irrevocably grant to Village the right to record, photograph, visually identify or otherwise use, reproduce and edit in as many versions as desired, the Chamber and its respective employees, officers, agents and representatives, voice, performance, appearance, likeness, photograph, name and/or biography (collectively, Chamber "Appearance") on film, video and/or audio tape, still photography and/or otherwise and to exhibit, distribute, transmit and/or otherwise use the Appearance and/or the Recording, edited or altered in as many versions as Village may see fit, in connection with the Event in any and all media (including but not limited to the Village local cable channel and the Village's website) now or hereafter known or devised and by any and all means now or hereafter known or devised, and in advertising, Village marketing, promotion and/or publicity in connection therewith.

The rights granted herein (the "Rights") are granted forever and throughout the universe. No compensation will be payable to the Chamber or its employees, officers, agents, or representatives at any time in connection therewith. The Village will own all right, title, and

interest, including without limitation copyright rights, in and to the Appearance in all media now or hereafter known or devised throughout the universe in perpetuity, to be used and disposed of without limitation as Village will in its sole discretion determine.

5. The parties agree to work in good faith to mutually resolve any problems occurring or arising out of the operation of this Agreement. No casual or inadvertent failure by the Village to comply with the provisions of this Agreement shall constitute a breach, provided however that upon receipt of written notice by Village, Village shall use commercially reasonable efforts to cure such failure.

6. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, as applicable.

7. The persons signing this Agreement on behalf of the Chamber and Village respectively represent and warrant that they have been granted all necessary right and authority to sign on behalf of their respective parties and to so bind that party to this Agreement.

8. This Agreement embodies the entire understanding, written or oral, in effect between the parties relating to the subject matter hereof and supersedes any statement, representation, warranty, forecast or other information or Agreement, written or oral, made, given, or agreed to or that may currently exist between Village and the Chamber.

9. Neither the Chamber nor the Village shall be liable for the failure to perform their obligations under this Agreement if such failure is due to acts beyond their control including, without limitation, acts of God, such as tornadoes, floods, fire, or other inclement weather, acts of the public enemy, acts of government, civil disobedience, or any other cause or condition beyond the Chamber's or the Village's control.

10. This Agreement can be modified only by a written instrument signed by all parties.

11. Except as otherwise provided herein, neither party may use the other party's name and other indicia without prior express written approval of the other party. All parties agree that neither shall state nor imply, either directly or indirectly, other than pursuant to exercise of this Agreement, that it is supported, endorsed, or sponsored by the other party and, upon the direction of the other party, shall issue express disclaimers to that effect.

12. If the whole or any part of any provision of this Agreement is or becomes invalid, void or unenforceable for any reason, the same shall to the extent required be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining

provisions of this Agreement and shall in no way affect the validity or enforceability of any other provisions.

13. No waiver by a party of any breach of a party's obligations shall constitute a waiver of any other prior or subsequent breach, and neither party shall be affected by any delay, failure, or omission to enforce or express forbearance granted in respect of any obligation of the obligated party.

14. This Agreement may be executed in any number of counterparts, and the counterparts taken together will be deemed to constitute one and the same instrument.

15. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

16. The cooperation among the parties as outlined in this Agreement shall not be construed as a legal entity or personality. Nothing contained in this Agreement, nor any act of the Chamber or the Village shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Chamber and the Village, and the Chamber shall have power to obligate or bind the Village in any manner whatsoever.

17. This Agreement shall be construed and interpreted according to the laws of the State of Illinois. All disputes arising out of this Agreement shall be resolved and adjudicated exclusively in the Federal and State courts located in Cook County, Illinois, and each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction and venue of said courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

VILLAGE OF ORLAND PARK

ORLAND PARK AREA CHAMBER OF
COMMERCE

By: _____
Village Manager

By: _____
President