



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
MAZDA OF ORLAND PARK FOR EVENT SPONSORSHIP**

THIS AGREEMENT (“Agreement”), entered into this 12 day of April 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 MAZDA OF ORLAND PARK (hereinafter as “Sponsor”), relates to the sponsorship of certain Village Events.

WHEREAS, the Village of Orland Park intends to hold certain special events in 2024; and

WHEREAS, Sponsor desires to secure a marketing and promotional relationship for the Sponsor for the following special events: CENTENNIAL PARK WEST CONCERT SERIES, ORLAND PARK POLICE VESTS and SUMMER SPORTS CAMPS (“Events”); and

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

WHEREAS, the Village is willing to grant certain sponsorship privileges to Sponsor 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 Village of Orland Park intends to hold the Events in 2024.
2. Sponsor agrees to be a sponsor of the Events. Sponsor agrees to pay \$30,000.00 to the Village for the sponsorship of the Events in one \$9,000 payment in April and in seven consecutive monthly credit card payments of three thousand dollars (\$3,000.00) starting May 2024. The Sponsor’s payments will be used as follows: ORLAND PARK POLICE VESTS (\$10,000.00), CENTENNIAL PARK WEST CONCERT SERIES and SUMMER SPORTS CAMPS (\$20,000.00).
3. The Village will provide sponsorship acknowledgments, benefits and recognition as described herein but will not make any statements that directly or indirectly advocate or endorse Sponsors organization, products or services:
 - A. The Village can include Sponsor’s name, tagline and/or logo on the Village’s website on various pages related to sponsored Events; the Event’s promotional printed materials and display advertising including Event posters, Event program flyers and, news releases.
 - B. The Sponsor’s name, tagline and/or logo will be placed on the 2024 Summer Camp T- shirts.

C. The Sponsor will receive all the benefits associated with being a Platinum Level Sponsor as described in the 2024 Sponsorship Brochure.

4. The collective Sponsor benefits described in this Agreement are related solely to the Events being sponsored, and their corresponding dates and time frames in 2024 and does not extend to other Village events or activities unless set forth in this Agreement. Sponsor may not bring other sponsors or advertise on behalf of third parties without express written approval from the Village. Sponsor shall not sell goods at retail during the Events or engage in any pressure techniques or “hard sell” behavior.

5. Sponsor hereby grants to the Village a limited, non-exclusive, royalty-free license and right to use Sponsor’s trade names, trademarks, logos, service marks and other proprietary information owned by Sponsor solely for the purposes as set forth in this Agreement. The Village agrees that certain proprietary information of Sponsor will be used in connection with the Events to provide the benefits set forth in this Agreement and in marketing efforts online, in print, on promotional items, and in advertising and signage and for purposes of communicating Sponsor’s contribution toward the sponsored Event and, accordingly, upon the written request of the Sponsor, will use commercially reasonable efforts to keep such proprietary information confidential to the extent allowed by law.

6. Sponsor and each of 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, Sponsor and its respective employees, officers, agents and representatives, voice, performance, appearance, likeness, photograph, name and/or biography (collectively, Sponsor “Appearance”) on film, video and/or audio tape, still photography and/or otherwise (collectively, the “Recording”), to own the Recording exclusively as a Work-for-hire for copyright purposes (such Recording having been specially ordered or commissioned by Village for use as part of the Event), to incorporate the Appearance and/or the Recording into the Event, and to exhibit, distribute, transmit and/or otherwise exploit the Appearance and/or the Recording, edited or altered in as many versions as Village may see fit, in connection with the Event and in any related or derivative versions and/or uses of the Event (including, without limitation, any serialization(s), translation(s) and/or adaptation(s) thereof), 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, 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 Sponsor or its employees, officers, agents or representatives at any time in connection therewith. Except as otherwise provided below, Sponsor nor its respective employees, officers, agents and representatives will have right of consultation or approval in connection with the Rights or the Appearance. Village will own all right, title and interest, including without limitation copyright rights,

in and to the Events in any and 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.

7. The parties agree to work in good faith to mutually resolve any problems occurring or arising out of the operation of this Agreement. Sponsor's sole remedy for a breach of this Agreement by Village is an action at law for money damages, and Sponsor shall not have the right to enjoin, restrain or otherwise interfere with the distribution or other exploitation of the Event or its advertising or publicity. No casual or inadvertent failure by 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.

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

9. The persons signing this Agreement on behalf of Sponsor 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.

10. 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 the Village and the Sponsor, including sponsorship agreements entered into in previous years.

11. Neither Sponsor 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 a Sponsor's or the Village's control.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 Sponsors 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 Sponsors and the Village, and Sponsor shall not have power to obligate or bind the Village in any manner whatsoever. Nothing in this Agreement shall be construed as an exclusive working relationship.

19. This Agreement shall expire 12/31/2024 unless either party gives written notice at least (30) days prior to expiration.

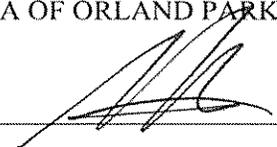
20. This Agreement shall be construed and interpreted according to the laws of the State of Illinois. All disputes arising out of this Agreement shall be resolved and adjudicated exclusively in the Federal and State courts located in Cook County, Illinois, and each of the parties hereto hereby irrevocably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

MAZDA OF ORLAND PARK

By: _____
Village Manager

By:  _____
Owner

Date: _____

Date: 5/2/2024