

**SPONSORSHIP AGREEMENT MADE BETWEEN
THE VILLAGE OF ORLAND PARK AND
PALOS HEALTH/LOYOLA MEDICINE**

THIS AGREEMENT ("Agreement"), entered into this ____ day of _____, 2018, 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 ST. GEORGE COPORATION and PALOS COMMUNITY HOSPITAL, each an Illinois not-for-profit corporation (hereinafter collectively referred to as "Palos") and LOYOLA UNIVERSITY HEALTH SYSTEM, an Illinois not-for-profit corporation (hereinafter collectively referred to as "Loyola") (each singularly or collectively also referred to as "party" or "parties"), relates to the sponsorship of the Village's Taste of Orland Event.

WHEREAS, the Village of Orland Park intends to hold its Taste of Orland Event on August 3, 4 and 5, 2018 (the "Event"); and

WHEREAS, Palos and Loyola desire to be co-sponsors of the Event and to help reduce the Village expenses associated with the Event; and

WHEREAS, Palos and Loyola wish to obtain certain exclusive advertising and promotional rights from the Village in connection with its sponsorship of the Event; and

WHEREAS, the Village is willing to grant certain exclusive sponsorship privileges to Palos and Loyola 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 Event on August 3, 4 and 5, 2018.
2. Palos and Loyola agree to be co-sponsors of the Event and shall hereinafter collectively be referred to as the "Sponsor". The Sponsor agrees to pay the sponsorship fee of \$75,000.00 to the Village for the sponsorship of the Event. The payment will be paid directly to the Village within ten (10) days of the execution of this Agreement.
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 a Sponsor's organization, products or services:

A. The Village will include Palos and Loyola's individual logos and the phrase "Palos Health/Loyola Medicine Presents Taste of Orland" in each of the Event's promotional printed materials and display advertising including restaurant brochures, counter cards, Event posters, Event programs, Event letterhead, flyers, news releases, newspaper advertising, outside banners, Event parking signs, the main stage banner, Kid's Day banners and signage, the entrance gate signage, the staff/volunteer t-shirts, and the Village will place Palos and Loyola logos on the restaurant signs on tents;

B. The Village will make a total of 4 pages of advertising available for Sponsor in the three Recreation Department Guide books published by the Village in 2018 and a total of 4 pages of advertising in three Village newsletters published by the Village in 2018. Sponsor's advertisement under this Agreement shall be subject to the Village's approval.

C. The Village will include Palos and Loyola's logos and the phrase "Palos Health/Loyola Medicine Presents Taste of Orland" on each of the Village's promotional digital materials for the Event, including the Village's local cable television slides, REACH sports screens at the Sportsplex facility and on the Village Hall lobby slides;

D. Palos and Loyola's logos and the phrase "Palos Health/Loyola Medicine Presents Taste of Orland" will be included 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, and in any advertisement or promotion for the Event in the Orland Park Patch and Trib Local.

E. Palos and Loyola's logo and the phrase "Palos Health/Loyola Medicine Presents Taste of Orland" will be posted on the Village's website's main page (as a newsflash/event news release), on the Recreation Department's website page and on the Taste of Orland Park's website page (which will also contain a link to Palos and Loyola's website(s)).

4. The Village will provide the following additional on-site benefits to the Sponsor:

A. Sponsor will be given the opportunity to introduce the main acts on stage;

B. Sponsor will be given the opportunity to have a private meet and greet with the music bands that perform at the Event;

C. Sponsor will receive daily stage announcements from the main stage;

D. There will be a total of 20 parking spots reserved for use by the Sponsor for each day of the event;

E. The Village will set up a tent table and chairs that will accommodate 20 to 30 people for the Sponsor to use exclusively for each day of the Event; and

F. The Village will provide a total of \$300.00 worth of complimentary food tickets to the Sponsor.

The Sponsor benefits described in this Agreement are related solely to the Event being sponsored, and its corresponding dates and time frames and does not extend to other Village events or activities. Sponsor may not bring other sponsors or advertise on behalf of third parties without express written approval from the Village. The Village will not allow other health/medical care providers to be sponsors at the Event without express written approval of the Sponsor.

5. Sponsor and each of them hereby grant 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 the Sponsor. The Village agrees that the proprietary information will be used in connection with the Event 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 the Sponsor's contribution toward the sponsored Event.

6. Sponsor and its 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 their 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 and their employees, officers, agents and representatives at any time in connection therewith. Sponsor and their employees, officers, agents and representatives will have no 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 Event 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 Village and Sponsor.

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 Sponsor’s or the Village’s control.

12. This Agreement can be modified only by a written instrument signed by both 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. Each party agrees that it shall neither 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 Village of any breach of Sponsor's obligations shall constitute a waiver of any other prior or subsequent breach, and Village shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of Sponsor.

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 Sponsor or the Village shall be deemed or construed by either 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 Sponsor and the Village, and Sponsor shall have no 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 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

ST. GEORGE COPORATION,
an Illinois not-for-profit corporation

By: _____
Village Manager

By: _____
President

PALOS COMMUNITY HOSPITAL,
an Illinois not-for-profit corporation

LOYOLA UNIVERSITY HEALTH SYSTEM,
an Illinois not-for-profit corporation

By: _____
President

By: _____
President