

SPONSOR COMPANY

CONTACT NAME

BUSINESS ADDRESS

CITY

STATE

ZIP CODE

PHONE

FAX

E-MAIL

WEB SITE

LEVEL OF SPONSORSHIP

- _____ \$20,000—Amphitheater/Lawn Sponsor
- _____ \$10,000—Children's Area Sponsor
- _____ \$10,000—Production/AV Sponsor
- _____ \$5,000—Platinum Entertainment Sponsor
- _____ \$2,500—Gold Entertainment Sponsor
- _____ \$1,000—Silver Entertainment Sponsor
- _____ \$500—Bronze Entertainment Sponsor
- _____ \$250—District Fan Sponsor

PAYMENT

Payment due with signed contract. Make check payable to "Willow Park North" (Memo line: District 2024 Sponsorship). Please also read and sign the attached terms and conditions with payment and this form.

MAIL FORMS AND CHECK TO:

Wilks Development
Attn: Cynthia Campos/The District
1321 Markum Gate Way, Suite 100,
Fort Worth, Texas 76126

EMAIL LOGO & FINAL AD ART TO:

nicole.ellis@wilksdevelopment.com
Logo art should be in *hi-res vector format*
(such as .ai or .pdf) so that we can scale your
logo across all appropriate media. Ad art may
be JPEG, PNG, or MP4.

SPONSOR SIGNATURE

DATE

SPONSORSHIP REPRESENTATIVE (If different than above)

NAME

PHONE

EMAIL

For more information, please contact Cynthia Campos, at 817-720-0816 or events@thedistrictatwillowpark.com, to customize a plan that works for you.

THE DISTRICT SPONSORSHIP TERMS & CONDITIONS

Pursuant to the terms described below, you (“you” or “Sponsor”) agree to enter into a sponsorship agreement with Willow Park North (WPN) & The District at Willow Park (“DWP”) for the 2024 calendar year.

In consideration of the agreements, representations and obligations stated here, including those in the DWP 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—each of us, intending to be legally bound, have entered into this Sponsorship Agreement,

1. TERM: The term of the Sponsorship Agreement commences on the date signed by Sponsor (the “effective date”) and shall expire on December 31, 2024 (the “Term”).

2. SPONSORSHIP FEE: As a DWP sponsor at the _____ level, the Sponsor shall pay to the DWP a non-refundable sponsorship fee of \$_____, payable within thirty (30) days of the effective date. Payments shall be made in US dollars, by check made payable to “Willow Park North” (information supplied on signed “Sponsorship Agreement”) and mailed or delivered to PO Box 26989, Benbrook, TX 76126.

3. ADVERTISING AND SPONSORSHIP BENEFITS: The Sponsor will receive the benefits attributable to the chosen sponsorship level, as set forth in the Sponsorship brochure.

4. SIGNAGE: 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 signage at the DWP. WPN may reject, in its reasonable discretion, any signage or element thereof that it deems unsuitable in content or format for the space designated to Sponsor. Sponsors shall also be solely responsible for all costs associated with the removal of Sponsor's signage, advertising and other promotional materials upon the termination of this agreement.

5. SPONSOR MATERIALS: Sponsor is responsible, at its sole cost and expense, for securing any consents, licenses, 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 will follow the rules and instructions provided by representatives of WPN on site at the DWP or otherwise, in connection with this Sponsorship Agreement (e.g., safety, scheduling, etc.).

7. FORCE MAJEURE: Sponsor acknowledges and agrees that events at the DWP is subject to cancellation in the event of inclement weather, or other force majeure event, as determined in the reasonable discretion of WPN. Accordingly, any sponsorship benefits to be provided on the day of the event may be withdrawn if the event at DWP is canceled. WPN shall have no liability to Sponsor in the event of such cancellation, and **no portion of the Sponsorship Fee shall be refunded.**

8. INDEMNIFICATION: Sponsor agrees to indemnify, defend and hold harmless WPN 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; and (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 arising in connection with the use or display of any sponsor materials or signage. Sponsor further agrees to reimburse any WPN 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 WPN Indemnitee is a party).

9. INSURANCE: [Applies ONLY to sponsors that will have a display 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 first event) 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. *(continued on next page)*

THE DISTRICT SPONSORSHIP TERMS & CONDITIONS (CONTINUED)

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 WILLOW PARK NORTH

SIGNATURE _____

NAME: _____

TITLE: _____

Cynthia Campos
Marketing & Events Specialist

817-720-0816 or
events@thedistrictatwillowpark.com