

Amplify Music 2021 Sponsorship Agreement



**Transforming Music Community Ecosystems:
Globally. Locally. Together.**

April 21 - 23: Virtual Conference: Three half-days of forecasting, collaborating, and planning half-hour panels and sessions around Music 2021-2025 -- together.

May through Fall: Half-hour pre-recorded panel discussions with civic music leaders around the US and world.

Sponsor Levels

| | <i>Bronze \$300</i> | <i>Silver \$600</i> | <i>Gold \$1,000</i> |
|---|---------------------|---------------------|---------------------|
| Logo in Website and Newsletter February to April | ✓ | ✓ | ✓ |
| Your events featured in our site and newsletter | ✓ | ✓ | ✓ |
| Sponsor named in pre-conference attendee email | ✓ | ✓ | ✓ |
| Share Digital Swag with Participants | ✓ | ✓ | ✓ |
| Featured Highlight in eNewsletter | | ✓ | ✓ |
| Sponsor City Session | | ✓ | ✓ |
| Sponsor Country Session | | ✓ | ✓ |
| Sponsor 1-2 Main Conference Sessions | | | ✓ |
| Sponsor event social hour or other custom program element | | | ✓ |

Host Organization: Rethink Next, a California 501(c)3 Corporation

Sponsorships are welcome as donations, grants, or gifts.

Sponsor Information

Organization Name: _____

Sponsor Representative: _____

Business Address: _____

State: _____ Zip/Postal Code, Country: _____

Business Phone: _____

Sponsor Email: _____

Administrative Contact: _____

Company Website: _____

Company Social Media Links to be followed/shared:

Sponsor Graphics - format & sizes: jpg or png (svg or ai file most ideal) | 1:1 or 3:2 ratio | minimum 800px width | 300 dpi | white or transparent background |

to be submitted with <http://bit.ly/AM21-Sponsor-Images> or emailed to community@amplifymusic.org

Sponsor Level and Benefits:

- Bronze Level - \$300
- Silver Level - \$600
- Gold Level -- \$1,000
- Additional Tax-Deductible Donation _____

Details of Additional Specific Arrangements:

Sign and Date Below:

Rethink Next Representative:

Sponsor Representative:

Name: _____

Title: _____

Date: _____

Sign: _____

ACCEPTANCE: Sponsor has read the Terms & Conditions below. Sponsor understands that this Agreement is legally binding between Rethink Next and the Sponsor. Sponsor also understands that any changes in the information in this Agreement must be provided to Rethink Next in writing.

Method of Payment:

- Check enclosed in US dollars:

Made out to Rethink Next

Return to: Rethink Next

PO Box 682

Monrovia, CA 91017

- Pay/Contribute by Credit Card via PayPal to giving@rethinknext.org

Requested Documentation:

- If Contribution to Rethink Next (EIN 83-1634129), a California 501(c)3 Non-Profit Corporation, a Gift Letter to the above Sponsor Contact.

Note giving entity if different than Sponsor Contact:

- If Marketing Expenditure, needed documentation (e.g., invoice):

Thank you for your support. Contact us at gigi.johnson@rethinknext.org or 626-603-2420 for more information and to arrange additional details.

Terms & Conditions

1. AGREEMENT

These terms and conditions of sponsorship (the "Terms and Conditions") are entered into by Rethink Next ("Rethink Next") and the sponsor ("Sponsor"), whose name is set forth on above in this Sponsor Agreement ("Sponsorship Agreement"). The Sponsorship Agreement shall govern the performance of the Sponsor (the "Sponsorship"), as described further in this Sponsorship Agreement.

Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Agreement. Unless otherwise specifically noted, all references in these Terms and Conditions to paragraphs or sections will refer to the paragraphs and sections of these Terms and Conditions.

Rethink Next reserves the right to accept or refuse any Sponsorship Agreement or proposed Sponsorship, at its sole discretion. Rethink Next reserves the right to adopt additional regulations and to modify these Terms and Conditions, as may be deemed necessary by Rethink Next for the general success of the Event. Such modifications may include changes to the Terms and Conditions, rules and regulations stated herein, to the Sponsorship Agreement, and to all other written agreements, which may affect the parties hereto, all of which are made a part hereof as though fully incorporated herein and Sponsor agrees to be bound thereby.

2. PAYMENT POLICY

Full payment must be received with Sponsorship Agreement to secure the Sponsorship. Without full payment, Rethink Next cannot guarantee and will not reserve the Sponsorship for Sponsor. Sponsorships are non-transferable.

3. TERM

The term of the Sponsorship Agreement shall commence on the date hereof and shall continue in full force and effect until the conclusion of the Event.

4. COMPLIANCE

Sponsor agrees to comply with all rules, regulations, and policies of Rethink Next, as currently in existence and as may be adopted hereafter by Rethink Next.

5. SPONSORSHIP APPROVAL

All Sponsorship activities and promotions are subject to approval by Rethink Next which reserves the right to restrict, prohibit, or remove any activity, material, or promotion by Sponsor which, in its opinion and at its sole discretion, becomes objectionable for any reason and may detract from the general character of the Event. Such activities and promotions may include, but are not limited to, persons, objects, conduct, printed materials, and anything which Rethink Next determines to be objectionable. In no event shall Rethink Next be liable for any expenses incurred as a result of such restriction, prohibition, or removal.

6. CHOICE OF COMPANY LOGO

Upon Sponsorship Agreement, Sponsor may provide Rethink Next with multiple versions of Sponsor logo. Rethink Next will select the best version of the Sponsor logo for the most effective collateral production.

7. COMPANY RECOGNITION

A Sponsorship shall exist under one (1) corporate brand name only. A single Sponsorship cannot be shared between two (2) or more entities. Separate sponsorships are welcome and can be added at any time.

8. SPONSORSHIP MATERIALS

Under no circumstance can Sponsor use a Rethink Next Logo that is not specifically provided in connection with the sponsored Event.

Rethink Next hereby grants Sponsor a limited, royalty-free, fully paid-up, non-exclusive, non-transferable, terminable right and privilege to use the specifically provided Rethink Next Logo for the sole purpose of marketing the Event as described above. No other right, property, license, permission, or interest of any kind in or to the use of any intellectual property rights of Rethink Next is or is intended to be given to, transferred to, or acquired by Sponsor. Sponsor agrees to comply with the marking provisions of the trademark laws of the United States. Sponsor agrees that its use of the Rethink Next Logo inures to the benefit of Rethink Next and that Sponsor shall not acquire any rights as a result of this limited license. Any use of Rethink Next's intellectual property that exceeds the limited license set forth above shall constitute a material breach of this Agreement.

9. COSTS & EXPENSES

All costs, fees, and expenses not directly covered as benefits of Sponsorship are the full responsibility of Sponsor.

10. INDEPENDENT CONTRACTOR

Each party is an independent contractor. This Sponsorship Agreement does not constitute either party as an agent, representative, or partner of the other and neither shall have the authority to enter into contracts or obligations on the other's behalf. Each party shall be solely responsible for all debts and obligations incurred by it in performing its obligations under the Sponsorship Agreement, including, without limitation, all obligations to and in respect of its employees, and each party agrees to indemnify the other to the extent a party is held to be liable for a debt or obligation of the other party under this paragraph.

11. INTELLECTUAL PROPERTY

Subject to the provisions below relating to termination of the Agreement Rethink Next's trademarks, service marks, brand names, logos, and artwork displayed on the signs and other materials hereunder, and all trademark rights or copyrights in such signs and other materials, shall be and remain the sole and exclusive property of Rethink Next. Sponsor shall not have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of Rethink Next without the Rethink Next's prior written consent. Rethink Next's use of Sponsor's name and logo pursuant to the Sponsorship does not convey Rethink Next's approval, endorsement, certification, or referral of any product or service provided by Sponsor.

12. COMPLIANCE WITH LAWS

Sponsor will perform all of its obligations to Rethink Next in compliance at all times with all United States federal, state, and local laws, rules, statutes, enactments, orders, and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to, any of the foregoing that are applicable to Sponsor in performing its obligations for the Event. Sponsor is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for ownership or leasing of assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Sponsor's ability to fulfill its obligations under this Sponsorship Agreement.

13. INDEMNIFICATION

Sponsor agrees to indemnify and hold Rethink Next and its owners, officers, committees, directors, employees, and agents (collectively, the "Indemnitees") harmless from any and all claims, damages, costs, losses, expenses, causes of action, liabilities, and obligations of whatever nature or type. Upon signing this Agreement, Sponsor expressly releases the Indemnitees from any and all claims for loss, damage, or injury.

14. NOTICES

Notices (including any consent or communication hereunder) must be in writing and may be given by first class mail (return receipt requested) or hand-delivered to the address set forth below for Rethink Next, and to the address set forth above, as supplied by Sponsor. Either party may change its notice address by using this procedure.

15. TERMINATION POLICY

- A. In the event that the Event does not occur, Rethink Next will refund the Sponsorship fee amount to Sponsor within thirty (30) days of providing notification to Sponsor of termination of the Event.
- B. Sponsor may terminate this Sponsorship Agreement by providing written notice of such cancellation to Rethink Next. If said notice is no less than sixty (60) days prior to the Event, Sponsor will receive fifty percent (50%) refund of the total Sponsorship fee. If said notice is less than sixty (60) days prior to the Event, Rethink Next will not refund in Sponsorship fee. In either case, Rethink Next reserves its right to remove all references to Sponsor from any and all Event materials.
- C. Rethink Next may terminate this Sponsorship Agreement at any time in the event of a material breach of this Sponsorship Agreement (including without limitation non-payment of fees) by Sponsor. In the event that Rethink Next terminates the Sponsorship Agreement following a material breach, Sponsor shall receive no refund of the Sponsorship fee.
- D. Rethink Next may terminate this Sponsorship Agreement without cause upon written notice provided to Sponsor no less than ten (10) days prior to the Event. However, when terminated by Rethink Next without cause, Rethink Next shall refund one hundred percent (100%) of the total Sponsorship fee that Sponsor has paid as of the date of notice within thirty (30) days of termination.

17. JURISDICTION

This Sponsorship Agreement shall be governed by the laws of the State of California exclusive of its conflicts of law providing such notice. Venue for any action arising under or to enforce this Sponsorship Agreement shall lie exclusively in Los Angeles County, California.

18. MISCELLANEOUS

- A. **Amendments to the Sponsorship Agreement.** No term of this Sponsorship Agreement may be amended, modified, or waived without the express written permission of each party hereto.
- B. **Representations and Warranties.** Except as expressly set forth in this agreement, Rethink Next makes no, and expressly disclaims any, representations or warranties, express or implied, regarding the event, sponsorship of the event and sponsorship benefits and any other service provided by Rethink Next hereunder. The provisions of this paragraph shall survive termination or expiration of the agreement.
- C. **Limitation of Liability.** Neither party will be liable to the other party for any indirect, incidental, consequential, exemplary, punitive, or special damages arising out of or in relation to this agreement, including lost profits regardless of the form of the action or theory of recovery, even if such party has been notified of the possibility of such damages. This limitation of liability shall not apply to the sponsor's indemnification obligations under this sponsorship agreement or either party's breach of its obligations of confidentiality.
- D. **Force Majeure.** Rethink Next shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from an Act of God, terrorism, civil disturbance, court order, natural disasters, wars, riots, actions by Federal, state or local governments, or any other circumstances or causes beyond the reasonable control of Rethink Next or its suppliers.
- E. **No Waiver.** No delay or omission by either party in exercising any right or remedy under this Sponsorship Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Sponsorship Agreement or otherwise shall be effective unless in writing.
- F. **Severability.** If any provision of this Sponsorship Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Sponsorship Agreement.
- G. **Assignability.** Neither party to this Sponsorship Agreement may assign, transfer, sell, pledge, or hypothecate its right, title, or interest in this contract or any part thereof, or any rights or privileges created thereby without the prior written consent of the other party. Any assignment or attempted assignment contrary to this paragraph shall be null and void. This Sponsorship Agreement shall be binding upon all successors, legal representatives, and permitted assigns of the parties.
- H. **Entire Agreement.** This Sponsorship Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter. This Sponsorship Agreement may not be modified except in writing signed by both parties hereto.