

2008 SAINT PAUL WINTER CARNIVAL OFFICIAL EVENT CONTRACT AGREEMENT

PRODUCED BY THE SAINT PAUL FESTIVAL AND HERITAGE FOUNDATION

THIS AGREEMENT is made this XXth day of Month, 2007, between _____
herein after referred to as Event Sponsor, and the Saint Paul Festival and Heritage Foundation (Foundation).

WHEREAS, the Event Sponsor desires to promote the following event:

Event Name: _____

Event Location: _____

Event Date (s): _____

Event Time: _____

The above shall hereinafter be referred to as the Event.

WHEREAS, the Event Sponsor desires to stage the Event in conjunction with the 2008 Saint Paul Winter Carnival and use the Winter Carnival name and logo.

WHEREAS, the Foundation presents a community festival known as the 2008 Saint Paul Winter Carnival and desires to include the Event in the festival or allow the Event to use the Winter Carnival name and logo.

NOW, THEREFORE, BASED ON THE MUTUAL AGREEMENTS OF THE PARTIES IN THIS CONTRACT, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS;

1. This agreement shall commence on the date of the execution.
2. The Event Sponsor agrees to provide the Foundation with all accurate promotional information as well as changes or updates as they occur. Review the website www.winter-carnival.com to check for the accuracy of information. Changes can be made regularly. Contact Josh Schwingler at 651-223-7405 or evintern1@winter-carnival.com to make the updates.
3. The Event Sponsor agrees to provide adequate signage and/or personnel on site to re-direct attendees if the event is canceled or moved.
4. If an admission fee is charged for event attendance, the Event Sponsors agree to offer a discount on said admission to all attendees wearing a Winter Carnival button. If admission fee is required in advance of attendance, the Event Sponsors agree to offer a promotional item or other discount in lieu of discount on admission fee for all attendees wearing a Winter Carnival button on day of the Event.
5. In exchange for the benefits associated with the advertising, promotions, and publicity of the Event by the Foundation as listed below, the Event Sponsor agrees to the following:
 - a. Sign the Agreement and return to the Foundation with the event fee of \$700 (Level 1) or \$950 (Level 2) by September 30, 2007 to be included in Button Card; \$500 (Level 1) or \$750 (Level 2) by November 15, 2007.
 - b. Buy a total of **20** 2008 Winter Carnival buttons for resale or give-away purposes. The Event Sponsor buys the buttons at a discounted rate of \$4.50 each and sells the buttons for \$5.00 each. The \$.50 profit on each button is the property of the Event Sponsor. These 20 buttons can not be returned to the Foundation if left unsold. Payment for these buttons in the amount of \$90.00, must be made at the time the event fee is paid. Additional buttons can be purchased for re-sell by the Event Sponsor per the terms of the 2008 Button Program. Buttons will be available after Button Unveiling in early December 2007.

6. The Event Sponsor agrees to identify the Event as being held in conjunction with the Saint Paul Winter Carnival in all advertising, promotions, and publicity. The Event Sponsor is allowed the use of "Official Event" in its identification, but cannot use "sponsored by" in any form. All advertising, promotions, and publicity shall include reference to the Event as an Official Winter Carnival Event and use the designated Saint Paul Winter Carnival Logo. The Event Sponsor also recognizes that nothing contained in this Agreement gives the Event Sponsor any interest or property rights in the Logo, except the right to use them as set forth herein.

Saint Paul Festival and Heritage Foundation Rules for use of the following;

- ❖ Saint Paul Winter Carnival Logo
- ❖ The Coolest Celebration on Earth!™

1. With respect to the tag line The Coolest Celebration on Earth!™ there must be a legible TM next to "!" in the copy.
2. With respect to the Saint Paul Winter Carnival Logo, there must be a legible TM next to the logo on the right.
3. Any use of the trademark logos and the tag line, must have granted permission from the Foundation. The Coolest Celebration on Earth!™ is property of the Saint Paul Festival and Heritage Foundation. Any parties in violation of these rules may face disciplinary action.
4. The Foundation must proof all Event sponsorship, signage, and marketing materials including brochures, flyers, etc.

Finally, we ask that 2008 Saint Paul Winter Carnival, appear on all trophies, awards and certificates that are presented. All advertising, promotions, and publicity are subject to Foundation approval; such approval shall not be unreasonably withheld. The Foundation will aid the Event Sponsor by providing certain promotional materials. These materials shall include but not be limited to:

- a. Official Saint Paul Winter Carnival event sanctioning and the right to use the Carnival's name and logo in promotions.
 - b. Logo artwork for Winter Carnival identification.
 - c. Listing in official 2008 Winter Carnival Media Guide.
 - d. Inclusion in official Winter Carnival press release on scheduled events.
 - e. Event contact information or dedicated page on www.winter-carnival.com depending upon advertising tier purchased.
7. The Event Sponsor is responsible for any necessary funding in conjunction with production of the Event. The Event Sponsor may seek funding for their event through business sponsorships, but such Sponsors will not be considered a Winter Carnival sponsor and will not be entitled to any Winter Carnival benefits associated with that status. Such business sponsorship is subject to Foundation approval.

8. The Event Sponsor agrees to provide the Foundation with a current certificate of insurance covering the Event Sponsor with this contract to remain on file during the 2008 Winter Carnival. The Event Sponsor must provide Comprehensive General Liability (CGL) insurance having a combined single limit of no less than \$1,000,000 covering bodily injury, personal injury and property damage. An insurance certificate verifying the above limits must be received by the Saint Paul Festival and Heritage Foundation office with the signed Agreement and must contain the following provisions:
 - A: ADDITIONAL NAMED INSURED - The **Saint Paul Festival and Heritage Foundation** is to be named as an additional insured with respect to any liability arising from the Event Sponsor's participation in the Winter Carnival on both the CGL and Auto policies (auto policy only if autos are used in production of Event.)
 - B: CANCELLATION CLAUSE - The insurance certificate shall state that the policies certified will neither be canceled nor reduced in limits without a 30-day notice delivered to the Saint Paul Festival and Heritage Foundation office.
9. The Event Sponsor agrees, in the event that any claims are brought, or actions filed against the Foundation with respect to the Event, or due to any actions on the part of the Event Sponsor, that the Foundation may employ attorneys of its own selection to appear and defend the claim or action on behalf of the Foundation, at the expense of the Event Sponsor. The Foundation at its option shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions brought against the Foundation.
10. The Event Sponsor shall give written notice to the Foundation of any act or occurrence involving a liability or claim which the Foundation may be obligated to defend against, within ten (10) days by certified mail after the occurrence of such act has come to the Event Sponsor's knowledge. In the event of a failure to give notice to the Foundation by the Event Sponsor, as therein before set forth, any loss to the Foundation resulting from said failure to give notice by the Event Sponsor to the Foundation shall be reimbursed and paid for by the Event Sponsor.
11. The Event Sponsor agrees to reimburse the Foundation for any necessary expenses including attorney's fees or costs incurred in the enforcement of any part of this Indemnity Agreement Thirty (30) days after receiving written notice that the Foundation has incurred said expenses.
12. The Event Sponsor further agrees that it shall obtain the signature of any and all participants in the Event upon a Waiver Form and return them to the Foundation upon completion of the Event.
13. The Event Sponsor further agrees to knowingly, voluntarily and freely waive any right or cause of action, of any kind whatsoever, it may obtain in the future arising as a result of its participation in the 2008 Saint Paul Winter Carnival events from which liability may or could accrue to the Foundation or its agents.

I agree to the terms of this contract and I am enclosing a check for \$_____ to cover: (please check desired program)

_____ \$790.00: Tier 1 Promotion (\$500) plus Button Card bonus* (\$200) plus 20 buttons (\$90)

_____ \$1040.00: Tier 2 Promotion (\$750) plus Button Card bonus* (\$200) plus 20 buttons (\$90)

_____ \$590.00: Tier 1 Promotion (\$500) plus 20 buttons (\$90)

_____ \$840.00: Tier 2 Promotion (\$750) plus 20 buttons (\$90)

*Check and contract must be in Foundation office by 9/30/07 to be included in Button Card

By _____
Event Sponsor's Principal Officer Title Date

Print Name: _____

Address: _____
Street City State Zip

Day Phone: (_____) _____ Eve Phone: (_____) _____

Email: _____

Accepted by Saint Paul Festival and Heritage Foundation:

_____ Date: _____

Barb Camarata, Operations and Production
Saint Paul Festival and Heritage Foundation
429 Landmark Center, 75 W 5th Street
Saint Paul, MN 55102

Contracted Event Information
 Please complete and return with Contract

Name of event:			
Brief description of event:			
How is your event winter related?			
Name of Organization:			
Organization or event website:			
Contact name:	Contact phone # (day)	Contact phone # (evening)	
Contact address:			
Contact e-mail address:			
Date(s) of event:		Start/End Time:	
Event Location:			
Anticipated number of participants:		Anticipated number of spectators:	
Fee for participants? Y N	Amount:	Fee for spectators? Y N	Amount:
Parking at event? Y N	Fee:	Concessions at Event? Y N	Concession items:
Is event sponsored financially? Y N		By whom:	
<p>MEDIA INFORMATION: Your event will be promoted with other Winter Carnival Official Events. We prefer to coordinate all media efforts for every event through our office. To assist in this effort, please include below any historical or unique information regarding your event that may be useful and interesting for media purposes. Attach additional pages as necessary. The more information we have, the better we can promote your event.</p>			
<p>Please describe the signage, promotional materials, and/or hand-outs to be used at the event. Attach additional pages as necessary. Please include with your application samples or descriptions of all entry forms, ads, programs, flyers, signs, etc. from last year's event. Include publication information for any ads placed with local media. If you have pictures from the event, please include these as well.</p>			
Will you be doing any paid advertising/promotion in addition to that provided by the Foundation? Y N		If yes, what?	
Photo Opportunities? Y N	Please describe:		
Is the event suitable for WinterCarnival merchandise sales? Y N		How many Winter Carnival Schedule of Events would you like for distribution at the event site?	

