

PROMOTION SPONSORSHIP AGREEMENT
BASIC PROVISIONS

Saturday, June 1 2013, Taste of Wheaton 2013, 11:30 p.m.-12:30 p.m. Memorial Park
Sunday, June 2, 2013, Taste of Wheaton 2013, noon-1 p.m., Hale Street stage [insert date]

1. **SPONSOR:**

Radio Disney:

Company Name: Wheaton Park
District [full corporate name]
Address: Memorial Park, 208 S. Union St
Telephone: 630-510-49845054
Facsimile: 630-665-3779
Attention: Margie WilhelmiSherry
Krajelis

Radio Disney Chicago, LLC, licensee of
WRDZ-AM

2. **CONSIDERATION; PARTY RESPONSIBILITIES:**

In full consideration of the rights and benefits provided herein,

- A. Each of the parties hereto shall provide the benefits and consideration as set forth in Exhibit A, attached hereto and made a part hereof by this reference.
- B. As between the parties, Sponsor shall be responsible for and shall fully discharge all advertising agency commissions, if any.

3. **PREEMPTION:** Sponsor understands that, notwithstanding anything to the contrary in this Agreement, (i) Radio Disney reserves the right to partially or totally preempt any commercial, mention or announcement for reasons of force majeure and/or in order to air a special program or an event or program or any announcement deemed by Radio Disney to be of public importance, in which case Radio Disney shall offer a make good, to occur within thirty days in the same or a comparable day part, and (ii) Radio Disney reserves the right to refuse to accept for broadcasting/distribution and to refuse to broadcast/distribute any material which does not, in its judgment, conform to the public interest or to Radio Disney's policies, standards and practices (including its Broadcast and Online Standards and Practices) or which, in the reasonable opinion of Radio Disney, may violate the rights of others.

4. **INSURANCE:** The insurance requirements of the parties, if any, shall be set forth in Exhibit B attached hereto and made a part hereof by this reference.

5. **TRADEMARK LICENSE; INDEMNIFICATION:** Sponsor grants Radio Disney the right to use its trademarks, names and logos solely as necessary to fulfill Radio Disney's

promotional obligations hereunder, and subject to Sponsor's prior review and approval. Sponsor may not use Radio Disney's or its parent, subsidiary or affiliate companies' trademarks, names or logos absent prior review and written approval of Radio Disney in each instance, which approval may be withheld in Radio Disney's sole discretion. Each party ("Indemnitor") agrees to indemnify and defend the other party, its parent, subsidiary and affiliated entities and the officers, directors, employees and agents of each and hold it and them harmless from and against any and all third party claims, expenses, liabilities, penalties, losses and damages, including reasonable attorneys' fees, incurred as a result of third party claims relating to (i) any materials provided by Indemnitor (including, without limitation, product liability, product samplings, and the authorized use of the Indemnitor's trademarks, names and logos), (ii) Indemnitor's negligent or wrongful acts, and/or (iii) a breach of Indemnitor's obligations under this Agreement. The indemnification terms in this paragraph shall survive termination of this Agreement.

6. **STANDARD TERMS:** If either party is delayed or prevented from fulfilling its respective obligations under this Agreement by any cause beyond its reasonable control, then that party will not be liable under this Agreement for that delay or failure. This Agreement shall be governed by the laws of the State of New York, regardless of conflicts of law rules. No modification or amendment of this Agreement shall be binding upon any party unless such modification is in writing and signed by all parties hereto. No modification or amendment of this Agreement shall be binding upon any party unless such modification is in writing and signed by all parties hereto. Notwithstanding the foregoing, this Agreement, along with the terms and conditions applicable to any Radio Disney insertion/media orders purchased in connection herewith, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements among them.

ACCEPTED AND AGREED TO:

Wheaton Park District | full corporate name
of sponsor |

Michael Bernard, Executive Director

By: 

Title: Exec. Dir.

Date: 9/31/13

ACCEPTED AND AGREED TO:

Radio Disney Chicago, LLC, licensee of
WRDZ-AM

By: Matt Jui

Title: Station Manager

Date: 9/6/13

Exhibit A

[Attach the business terms here]

- 6960 minute (11:30 a.m. - 12:30 p.m.)
Radio Disney Road Crew on Saturday, June 1, 2013.
Memorial Park Band Shell area, 208 W. Union Street, Wheaton, IL 60187.
Sponsored and paid by Wheaton Park District, Taste of Wheaton
- 60 minute (12 noon- 1 p.m.)
Radio Disney Road Crew on Sunday, June 2, 2013
Hale Street stage
Sponsored and paid by Kid Snips
- 4/29 for the Leo Burnett "Take Your Kids to Work" event.

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Exhibit B

Certificate of Insurance, SIM showing Wheaton Park District as Certificate Holder and Additionally Insured as well.

~~[Attach the venue's insurance requirements here]~~

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