

TERMS & CONDITIONS OF SPONSORSHIP & VENDOR PARTICIPATION

1. **Statement of Purpose:** The Wheaton Park District/DuPage County Historical Museum/Wheaton Public Library "WPD/DCHM/WPL" uses funds and promotional activities provided by/associated with special event sponsorships to promote, further, and financially support the mission and good works of the WPD/DCHM/WPL.
2. **Control of Content and Selection:** Sponsor is solely responsible and liable for the content of all promotional materials provided and actions taken by Sponsor in connection with its event sponsorship except to the extent modified by WPD/DCHM/WPL. WPD/DCHM/WPL reserves the right to contract content and selection of presenters, moderators, entertainers, products, event/program/activity logistics/layout, and/or publication content/logistics/layout/distribution, but the reservation of this right does not impose any obligation or liability on WPD/DCHM/WPL with respect to its exercise or failure to exercise this right. WPD/DCHM/WPL staff shall coordinate Sponsor's planned event sponsorship activities with Sponsor's Contact and Sponsor shall cooperate with WPD/DCHM/WPL staff with respect to same. In the event of disagreement, WPD/DCHM/WPL staff shall have contract and their decision is final.
3. **Disclosures of Financial Relationships:** WPD/DCHM/WPL has the right to publicize to the event audience (a) sponsor funding of the event and (b) any significant relationship between WPD/DCHM/WPL and the Sponsor providing benefit to the community.
4. **Auxiliary Support:** Any other support to be provided by WPD/DCHM/WPL for the Sponsor in regards to the Sponsor's event sponsorship activities (e.g. distributing brochures, preparing slides) must be approved by both parties and included in the Sponsorship Commitment Form.
5. **Logos/Mechanical Requirements:** All logos to be used in event sponsorship materials are to be sent to WPD/DCHM/WPL in one of the following formats: png, tif, ai, bmp. All artwork must be camera-ready and high-resolution with a transparent background. If your logo requires special specifications please notify WPD/DCHM/WPL at the time of sending. Art files will be accepted in the following formats: Illustrator, CS6, EPS, high-res PDF. Ads created in Word, Excel, PowerPoint, or Publisher will not be accepted. If an ad is sent in an unusable format, advertiser will be charged a minimum of \$150 for design time, or correct artwork may be submitted prior to the deadline.
6. **Cancellation of Event by WPD:** WPD/DCHM/WPL reserves the right to cancel or postpone an event at its discretion. This includes but is not limited to event/program/activity/publication cancellation due to inclement weather or unsafe conditions. Should such postponement or cancellation occur, the sponsorship fee will NOT be refunded to Sponsor, but in the case of event postponement will be applied as a credit to the sponsorship fee for the re-scheduled event, and in the case of cancellation will be applied as a credit to the sponsorship fee for another WPD/DCHM/WPL special event selected by the Sponsor in consultation with WPD/DCHM/WPL.
7. **Cancellation of Sponsorship by Sponsor:** Cancellation by Sponsor of a special event Sponsorship must be done in writing at least sixty (60) days prior to the printing of sponsorship materials or first publication/public notice of the special event sponsorship. The Sponsorship fee is non-refundable, but the fee may be applied as a credit to the sponsorship fee of another WPD/DCHM/WPL special event as long as none of the sponsorship benefits have been received, and the amount of the credit will be reduced by any costs incurred by WPD/DCHM/WPL with respect to the sponsorship that was cancelled.
8. **Assumption of Risk, Waiver, Indemnification, and Hold Harmless:** Sponsor assumes all risk associated with its conduct of its sponsorship activities, and waives and releases WPD/DCHM/WPL and its elected and appointed officials, officers, employees, agents, and volunteers (hereinafter individually and collectively referred to as "WPD/DCHM/WPL Parties") from any and all claims of every kind arising out of, related directly or indirectly to, or in connection with Sponsor's sponsorship activities, occurring on or off WPD/DCHM/WPL property, including but not limited to property loss, theft, damage, or destruction and personal injury (including death). Sponsor shall indemnify and hold WPD/DCHM/WPL Parties harmless from and against any and all claims (including but not limited to claims by Sponsor's employees, agents, and volunteers) of loss, cost, expense, or damage arising out of, related directly or indirectly to, or in connection with Sponsor's sponsorship activities, or Sponsor's breach of its financial and other commitments as provided in the attached Special Event Sponsorship Commitment & Payment Form and these Terms and Conditions. For purposes of this paragraph, the act or failure to act of Sponsor or officers, directors, employees, agents, or volunteers of Sponsor shall be deemed the act or omission of Sponsor.
9. **Certificate of Insurance:** WPD/DCHM/WPL reserves the right to require insurance appropriate to the nature of Sponsor's activity and special event involvement. WPD/DCHM/WPL may require Sponsor to provide a Certificate of Insurance based on its assessment of Sponsor's intended activities in connection with the sponsored event. Further information regarding a requirement for Certificate of Insurance can be requested from WPD/DCHM/WPL.
10. **Sponsorship Payment Terms:** All Sponsorship payments must be received no later than the first to occur of (a) thirty (30) business days from date of Sponsor's submission of Special Event Sponsorship Commitment & Payment Form; or (b) date of sponsored event, unless otherwise agreed to in writing by WPD/DCHM/WPL and Sponsor. Payment MUST be received prior to publication of any marketing materials or sponsorship/advertising benefits.
11. **Exclusivity:** Sponsorship category exclusivity is not guaranteed. Exceptions may be made for Presenting Sponsors. Please see benefits if applicable as provided in Section 14 below: "Other Terms and Conditions" if applicable.
12. **Compliance with Applicable Laws and Protection of WPD Property:** Sponsor shall comply with all applicable federal, state, county, and local laws, plus rules and regulations in the conduct of its special event sponsorship activities. If Sponsor will be placing structures, equipment, or signage or be distributing materials or goods on WPD/DCHM/WPL property in connection with or as part of its sponsorship activities, Sponsor will use reasonable efforts and due care to prevent damage, loss, or destruction to or of WPD/DCHM/WPL property and to prevent litter in and from the conduct of its activities. The placement of structures, equipment, and signage is part of Sponsorship activities logistics subject to consultation with and approval by WPD/DCHM/WPL.
13. **Relationship of Sponsor to WPD/DCHM/WPL:** Sponsor is a legally independent entity from WPD/DCHM/WPL and shall not represent itself to the public otherwise.
14. **Other Terms and Conditions:** Not applicable.