



## Community Sponsorship Agreement

Contact Name: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City State Zip: \_\_\_\_\_ Email: \_\_\_\_\_

This Community Sponsorship Agreement is between the above Sponsor and the Hillcrest Business Association (HBA) for the Hillcrest CityFest 2010 on Sunday August 8, 2010 on Fifth Ave and University Ave. in San Diego, California.

CityFest is a cultural festival that celebrates the spirit of Hillcrest through the relighting of the Historic Hillcrest Sign. Hillcrest 2010 will feature music, arts, food, a "Spirit's Garden", arts and crafts, and interactive entertainment.

This agreement outlines the obligations of parties concerning sponsorship of the event. The Sponsor and HBA agree to perform the following actions in regards to the CityFest in 2010:

Sponsor agrees to provide the following for CityFest 2010 before August 1, 2010:

- \$750 contribution to the event.
- Logos for participating brands for use on publicity materials.

HBA agrees to provide the following:

- A 10' / 10' prominent booth space on Fifth Ave.

Terminations. The term of this agreement shall conclude upon satisfaction of all the terms. Either party may cancel this agreement at any time after date of signing upon 30 days written notice to the other party. Once paid there shall be no refunds of any sponsorship fees. This contact does not include any guarantee of exclusivity to sponsor by industry or business type.

Arbitration. If a dispute arises out of or relates to this agreement, or the breach thereof, the parties agree first to try in good faith to resolve the dispute by mediation administered by the American Arbitration Association under its rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this agreement, or breach thereof, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof pursuant to applicable law.

No Joint Venture or Partnership. This agreement shall not be construed or interpreted to create or establish any joint venture or partnership between the parties.

Governing Law. The construction, interpretation and application of this agreement shall be governed by the law of the State of California.

Agreement:

**I agree to the following rules:** Submitting this agreement does not guarantee space a returned signed copy must be in hand to ensure agreement is valid. The Hillcrest Business Association reserves the right to determine those businesses, products and activities admitted as participants in CityFest. Rejected applications and payments will be returned. Special requests may not be honored. The Hillcrest Business Association makes no warrant that this event will be financially successful for any participant. No soda or water sales. Timelines stated in communications may not be honored. The Hillcrest Business Association reserves the right to modify booth locations and conditions at any time, without notice and despite communications with participants. This is a contract. Vendor communications in the form of letters, emails, or telephone calls do not modify this contract. Hillcrest Business Association does not provide any equipment of any kind unless it is rented.

Agreement:

I agree to conform to the above rules and regulations of the event. I further agree that if any changes be occasioned, or loss or damage occurs from articles or persons that may enter, that I make no claim against the City of San Diego, the Hillcrest Business Association, event committee members or other persons associated with the event for any personal injury or property damage arising, occasioned by or caused by any employee, representative or entry of mine. No refunds in case of inclement weather, acts of nature or restrictions by government agencies to cancel the event, over which CityFest has no control.

The above contract is agreed to by the undersigned parties.

HILLCREST BUSINESS ASSOCIATION Signed: _____ Benjamin Nicholls Executive Director ADDRESS: 3737 Fifth Avenue San Diego, California 92103 (619) 299-3330 Tel. (619) 299-4230 Fax	Sponsor Signed: _____
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Please sign this agreement and send your check for \$750 to CityFest 2010 to 3737 Fifth Ave. #202, San Diego, CA 92103. If you receive a returned, signed copy of the contract and your check is cashed your Community Sponsorship has been accepted.