



## Title Sponsorship Agreement

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The following shall constitute the full agreement between **INGERSOLL RAND** (hereinafter referred to as the "Title Sponsor") and the **CAIN CENTER FOR THE ARTS** (hereinafter referred to as "Cain Center") for the sponsorship of the following event(s) (hereinafter referred to as "Events"):

### Title Sponsorship of Cain Center for the Arts Inaugural Season

As full compensation for the rights and services granted herein, Title Sponsor shall pledge to Cain Center the sum of **\$150,000.00**, payable follows:

- \$50,000, payable upon signing of this agreement, for sponsorship of 2022-23 season
- \$50,000, payable by June 1, 2023, for sponsorship of 2023-24 season
- \$50,000, Payable by June 1, 2024, for sponsorship of 2024-25 season

The term of this Agreement shall commence with the execution date hereof by Title Sponsor and Cain Center and shall continue until 12 midnight on the date of the last sponsored series event. Title Sponsor has right of first refusal for the 2025-26 season and beyond.

1. **Cain Center Obligations.** In consideration for Title Sponsor's participation in the Events, Cain Center shall provide the Title Sponsor the benefits set out in Appendix, which is incorporated and hereby made a part of this Agreement. Cain Center's authorized representative shall be available and shall cooperate in pre-season planning and consultation no later than sixty (60) days before the first event of each sponsored season.
2. **Sponsor Trademarks and Materials.** Subject to the terms and conditions of this agreement, Title Sponsor grants to Cain Center the right, subject to Title Sponsor's reasonable pre-approval, to use Sponsor's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to Cain Center by Sponsor, in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Events and in accordance with Sponsor's trademark usage guidelines.
3. **Cain Center for the Arts Trademarks and Materials.** Cain Center grants to the Title Sponsor the right to use the Events' name/graphic and/or Cain Center logo for its own advertising and promotional materials during the term of this Agreement in connection with this sponsorship.
4. **Indemnity.** Title Sponsor shall defend and indemnify Cain Center and any agents (if applicable) and hold Cain Center harmless against any and all legal claims and demands,

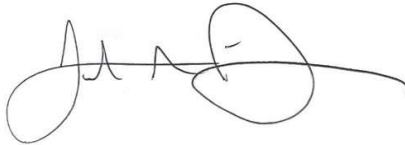
including reasonable attorney's fees, which may arise from or relate to any act or omission by Title Sponsor or its agents, any use of the Sponsor's intellectual property in accordance with this Agreement, or any breach of this Agreement.

5. **Representations.** Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.
6. **Termination.** Termination by Cain Center. Cain Center shall be entitled to cancel the sponsorship and/or terminate this Agreement at any time for any reason. In the event Cain Center terminates this Agreement for any reason other than Sponsor's breach, Cain Center shall refund any fees received from Sponsor at a prorated amount, and at Cain Center's expense, return any materials, and equipment, hardware and/or software loaned by Sponsor. If Cain Center terminates this Agreement for Sponsor's breach, Cain Center shall retain any fees already received from Title Sponsor. Termination by Sponsor. Title Sponsor may terminate this Agreement for breach by Cain Center after giving Cain Center at least ten (10) business days prior written notice specifying the nature of the breach and giving Cain Center no less than ten (10) business days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the tenth day. If breach occurs fewer than ten (10) business days prior to the Events, Title Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Events. If Title Sponsor terminates for Cain Center's breach, Title Sponsor shall be entitled to seek a full refund of any fees paid.
7. **Survival.** In the event of termination or expiration of this Agreement, paragraphs 4, 5, 6, 7 and 8 shall survive.
8. **Force Majeure.** Cain Center is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.
9. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are deposited in the mail or the date of electric correspondence and sent to the address listed below. Title Sponsor agrees to send a copy of any notices, via email to: [pmixer@cainarts.org](mailto:pmixer@cainarts.org).
10. **Relationship.** This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.
11. **Title Sponsor Relationship to Other Event Sponsors.** Title Sponsor agrees that Cain Center may also recognize up to two additional single events sponsors for each event in the sponsored series via onsite preshow acknowledgements subject to Title Sponsor's approval and IR recognition being more prominent than such event sponsors.

12. **Governing Law/Jurisdiction.** This Agreement shall be governed and interpreted in accordance with the laws of North Carolina. Title Sponsor consents to the exclusive jurisdiction and venue of the courts in the County of Mecklenburg.
13. **Assignment.** This Agreement may not be assigned by either party without prior written consent of the other party.
14. **Scope.** This Agreement constitutes the entire understanding between the Parties with respect to this sponsorship. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.
15. **Execution.**

**For Cain Center for the Arts:**

**Justin A. Dionne, Executive Director**



Signature: \_\_\_\_\_ Date: September 13, 2022

Cain Center for the Arts  
Post Office Box 1443 • Cornelius, North Carolina, 28031  
980.689.3101 • [jdionne@cainarts.org](mailto:jdionne@cainarts.org) • <http://cainarts.org>

**For SPONSOR:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Vicente Reynal, CEO**  
Ingersoll Rand  
525 Harbour Place Dr. #600  
Davidson, NC 28036  
[vicente.reynal@irco.com](mailto:vicente.reynal@irco.com)

**CONTACT INFORMATION**

**Marketing and Promotions contact at IR**

Samantha Hamlin [Samantha.Hamlin@irco.com](mailto:Samantha.Hamlin@irco.com)

Lead time requested : \_\_\_\_\_ business days

**Ticketing Contact at IR**

Andy Schiesl [andy.schiesl@irco.com](mailto:andy.schiesl@irco.com)

## Appendix to Sponsorship Agreement

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### Description of Title Sponsor Benefits

- Corporate Branding of Cain Center Concert Series
  - The sponsored series shall be designated:

### Cain Center Performing Arts Series presented by Ingersoll Rand

- Series dates
  - 2022-2023 Season – see below for event list
  - 2023-2024 Season - TBA
  - 2024-2025 Season - TBA
- Logo in season brochure and all printed materials & media
- Recognition in eblast promotions and any series promotional or marketing efforts
- Recognition at Season Preview Party
- Exterior and interior on-site branding/logo placement, including banners, marquee, lobby monitors.
- Donor Lounge access
- 2 Season Tickets each season for best of house seats
- Six additional individual tickets to be used throughout the season.
- Starting in the 2023-2024 season, Cain Center will work with IR to create an “Ingersoll Rand” night for a mutually agreed upon event – IR employees receive an agreed upon ticket price discount. Depending on the show selection, this may require compensation from IR to accommodate the amount of tickets IR would like.
- Season kick-off events providing extra level of sponsorship recognition to be agreed upon by the parties
- One standard rental of any room within the Cain Center to be agreed upon by both parties and subject to Cain Center availability. The standard rental will include all basic needs for a ‘meeting style’ event. IR will be responsible to pay any additional fees associated with event add ons.
- Title Sponsor may from time to time suggest other promotional activities, recognition and branding and Cain Center will implement such activities, recognition and branding subject to Cain Center’s reasonable approval and Title Sponsor’s agreement to bear any additional extraordinary costs associated therewith.

### 2022-23 Inaugural Season Events

#### Music at the Mill

8-Oct Becca Stevens  
5-Nov Sam Burchfield  
19-Nov Charlie Mars  
10-Dec Ana Egge

#### Inaugural Season

14-Jan Christian Sands  
21-Jan Forever Young 2pm  
21-Jan Forever Young 8 pm  
11-Feb Comedy Zone - Jon Reep  
18-Feb Sons of Serendip  
24-Feb Mike Wiley – Breach of Peace  
4-Mar Martin Sexton  
11-Mar Tartan Terrors  
19-Mar Dragons & Mythical Creatures 1 pm  
19-Mar Dragons & Mythical Creatures 6 pm

25-Mar Charlotte Ballet 2 pm  
25-Mar Charlotte Ballet 8 pm  
1-Apr Gina Chavez  
15-Apr The Verve Pipe  
6-May The Gruffalo 11 am  
6-May The Gruffalo 2 pm  
13-May Davina and the Vagabonds  
14-May Charlotte Symphony

**Please contact Perry Mixter, Development Director, at 980.833.3500 to discuss the specifics of your sponsorship.**