**Official Healthcare Partner Sponsorship Agreement**

The following shall constitute the full agreement between **ATRIUM HEALTH** (hereinafter referred to as the "Official Healthcare 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”):

**Official Healthcare Partner Sponsorship of Cain Center for the Arts**

**(July 1, 2023-June 30, 2026)**

As full compensation for the rights and services granted herein, Official Healthcare Sponsor shall pledge to Cain Center the sum of **$180,000.00**, payable follows**:**

* $60,000.00, payable upon signing of this agreement, for sponsorship of 2023-24 season
* $60,000.00, payable by June 1, 2024, for sponsorship of 2024-25 season
* $60,000.00, Payable by June 1, 2025, for sponsorship of 2025-26 season

The term of this Agreement shall commence with the execution date hereof by Official Healthcare Sponsor and Cain Center and shall continue until 12 midnight on the date of the last sponsored series event. Official Healthcare Sponsor has right of first refusal for the 2026-27 season and beyond.

1. **Cain Center Obligations.** In consideration for Official Healthcare Sponsor's participation in the Events, Cain Center shall provide the Official Healthcare 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, Official Healthcare Sponsor grants to Cain Center the right, subject to Official Healthcare 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 Official Healthcare 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**. Official Healthcare 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 Official Healthcare 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 Official Healthcare Sponsor. Termination by Sponsor. Official Healthcare 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, Official Healthcare Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Events. If Official Healthcare Sponsor terminates for Cain Center’s breach, Official Healthcare 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. Official Healthcare Sponsor agrees to send a copy of any notices, via email to: jdionne@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. **Official Healthcare Sponsor Relationship to Other Event Sponsors**. Official Healthcare 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 Official Healthcare Partner Sponsor’s approval and Atrium Health recognition being more prominent as the Official Healthcare Sponsor than such event sponsors.
12. **Governing Law/Jurisdiction**. This Agreement shall be governed and interpreted in accordance with the laws of North Carolina. Official Healthcare 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:**

Signature:  Date: March 15, 2023

**Justin A. Dionne, Executive Director**

Cain Center for the Arts
Post Office Box 1443 • Cornelius, North Carolina, 28031
704.997.8119 • jdionne@cainarts.org • <http://cainarts.org>

**For SPONSOR:**

Signature: Date:

**Roy L. Hawkins Jr., Senior Vice President and North Market President**

**Atrium Health**

**Appendix to Sponsorship Agreement**

**Description of Official Healthcare Sponsor Benefits**

* Official Healthcare exclusivity
* Series dates
	+ 2023-2024 Season - TBA
	+ 2024-2025 Season – TBA
	+ 2025-2026 Season – TBA

MARKETING & PROMOTION

* Exterior and interior on-site branding/logo placement, including banners, marquee, and lobby monitors
* Prominent placement of Atrium Health information kiosk in Cain Center lobby (Atrium Health to provide)
* Prominent brand/logo placement in printed materials & media
* Recognition in targeted eblast promotions and social media posts
* Recognition at annual Season Preview Party for Cain Center donors and sponsors
* Opportunities to speak from the stage at XX events each season (TBD and subject to artists approval)
* Messages displayed on lobby monitors at XX events each season (number of events TBD)
* One pre-or post-concert reception per season TBD.

CAIN CENTER EVENTS

* Four season tickets to ??? per season (\*based on availability)
* Donor Lounge access for Cain Center events

FACILITY ACCESS

* XX standard rentals of any room within the Cain Center, excluding theater, to be agreed upon by both parties and subject to Cain Center availability per season. The standard rental will include all basic needs for a ‘meeting style’ event. Atrium Health will be responsible to pay any additional fees associated with event add ons.

COMMUNITY ENGAGEMENT

* One Health Fair event at the Cain Center per season
* Opportunity for Atrium team members to volunteer for Cain Center events and programs

**Additional options**

* Exclusive healthcare sponsorship **+ $10,000 per season**
* Pre- or post-event reception (\*per availability) for Atrium Health executives or clients at a Cain Center concert, date TBD – **at cost**

**Please contact Justin A. Dionne, Executive Director, at 704.997.8119 to discuss the specifics of your sponsorship.**