



## Sponsorship Agreement

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The following shall constitute the full agreement between **MORNINGSTAR STORAGE** (hereinafter referred to as the "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 "Event"):

### Cain Center Sponsor for FY24

As full compensation for the rights and services granted herein, Sponsor shall provide Cain Center with in-kind that includes 12 months of rental of a 10x10 heated and cooled unit from April 1, 2023-April 1, 2024.

The term of this Agreement shall commence with the execution date hereof by Sponsor and Cain Center and shall continue until 12 midnight on the date of the last sponsored Event.

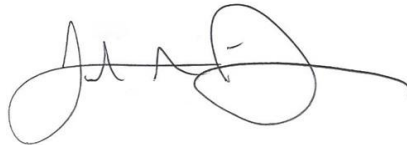
1. **Cain Center Obligations.** In consideration for Sponsor's participation in the Event, Cain Center shall provide the Sponsor the benefits set out in Appendix, which is incorporated and hereby made a part of this Agreement. Cain Center's authorized representative shall be available and shall cooperate in pre-event planning and consultation no later than sixty (60) days before each sponsored event.
2. **Sponsor Trademarks and Materials.** Subject to the terms and conditions of this agreement, Sponsor grants to Cain Center the right 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 Event and in accordance with Sponsor's trademark usage guidelines.
3. **Cain Center for the Arts Trademarks and Materials.** Cain Center grants to the Sponsor the right to use the Event's name/graphic and/or Cain Center logo for its own advertising and promotional materials during the term of this Agreement in connection with this event.
4. **Indemnity.** 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 Sponsor or its agents, any use of the Sponsor's intellectual property, 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 Event 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, and at Cain Center's expense, return any materials, and equipment, hardware and/or software loaned by Sponsor for the Event. If Cain Center terminates this Agreement for Sponsor's breach, Cain Center shall retain any fees received from Sponsor which fees shall be due and payable notwithstanding any such termination. Termination by Sponsor. 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 Event, Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event. If Sponsor terminates for Cain Center's breach, 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. Sponsor agrees to send a copy of any notices, via email to: [jdionne@cainarts.org](mailto: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. **Governing Law/Jurisdiction.** This Agreement shall be governed and interpreted in accordance with the laws of North Carolina. Sponsor consents to the exclusive jurisdiction and venue of the courts in the County of Mecklenburg.
12. **Assignment.** This Agreement may not be assigned by either party without prior written consent of the other party.
13. **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.
14. **Execution.**

**For Cain Center for the Arts:**

**Justin Dionne, Executive Director**



Signature: \_\_\_\_\_ Date: March 13, 2023

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

**For SPONSOR:**

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

Morningstar Storage | Cornelius • 19320 Liverpool Parkway Cornelius, NC 28031 • 704.765.0529 • [cornelius@morningstarstorage.com](mailto:cornelius@morningstarstorage.com)

## Appendix to Sponsorship Agreement

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### Description of FY24 Sponsor Benefits

- Sponsor of one show
- Sponsor table available for one show
- One onstage sponsor spotlight at selected performance (includes preshow mention of sponsor at a specific production)
- Recognition in eblast and social media promotions with all sponsors
- Recognition for your specific production as sponsor of that performance (logo, etc.)
- Name in season printed materials (ex. signage)
- Inclusion of your company in the 2024 season sponsor promotions
- Sponsor tickets to your performance (\*as requested and as available)
- Ability to have a volunteer night where sponsor provides volunteers for the night and receives recognition

**Please contact Anita Overcash, Development Associate, at 980.689.4645 or Justin Dionne, Executive Director, at 704.997.8119 to discuss the specifics of your sponsorship.**