



Sponsorship Agreement

The following shall constitute the full agreement between **The McIntosh Law Firm** (hereinafter referred to as the "Sponsor") and the **CAIN CENTER FOR THE ARTS** (hereinafter referred to as "Cain Center") for support of the Cain Center through June 30, 2026.

As cash compensation for the rights and services granted herein, Title Sponsor shall pledge to Cain Center the sum of **\$42,000.00 (\$14,000 in cash, \$28,000 in billable hours)**, as follows:

- \$2,000, payable upon signing of this agreement, for sponsorship of 2022-23 season
- \$4,000, payable by June 1, 2023, for sponsorship of 2023-24 season
- \$4,000, Payable by June 1, 2024, for sponsorship of 2024-25 season
- \$4,000, Payable by June 1, 2025, for sponsorship of 2025-26 season

Sponsor will also provide the following in-kind services:

- Up to \$4,000 in billable hour legal work for Cain Center in FY23 (through June 30, 2023)
- Up to \$8,000 in billable hour legal work for Cain Center in FY24 (7/1/23 – 6/30/24)
- Up to \$8,000 in billable hour legal work for Cain Center in FY25 (7/1/24 – 6/30/25)
- Up to \$8,000 in billable hour legal work for Cain Center in FY26 (7/1/25-6/30/26)
- 20% discount in billable hours for additional legal work – through 6/30/26
- **Sponsor is responsible for tracking of in-kind services and agrees that any value not accrued during the FY timeframes will roll into the next.*

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.
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:

Signature: _____ Date: March 14, 2023

Justin Dionne, Executive Director
Cain Center for the Arts
Post Office Box 1443 • Cornelius, North Carolina, 28031
980.689.3101 • jdionne@cainarts.org • <http://cainarts.org>

For SPONSOR:

Signature: _____ Date: _____



Appendix to Sponsorship Agreement

Description of Sponsor Benefits

2022-23 Season

- Two Sponsor Spotlights, at each of the following programs:
 - 11-Feb Comedy Zone - Jon Reep
 - 25-March Charlotte Ballet (2 p.m. show)
- Recognition in eblast promotion and Season Preview Party
- Name in season brochure and all printed materials & media
- 10 tickets for each season *all subject to availability of the requested performance

2023-24 Season

- Four Sponsor Spotlights
- Recognition in eblast promotion and Season Preview Party
- Name in season brochure and all printed materials & media
- On-site branding/logo placement
- Donor lounge access
- Logo in season brochure and/or any printed materials & media
- 20 tickets for each season *all subject to availability of the requested performance

2024-25 Season

- Four Sponsor Spotlights
- Recognition in eblast promotion and Season Preview Party
- Name in season brochure and all printed materials & media
- On-site branding/logo placement
- Donor lounge access
- Logo in season brochure and/or any printed materials & media
- 20 tickets for each season *all subject to availability of the requested performance

2025-26 Season

- Four Sponsor Spotlights

- Recognition in eblast promotion and Season Preview Party
- Name in season brochure and all printed materials & media
- On-site branding/logo placement
- Donor lounge access
- Logo in season brochure and/or any printed materials & media
- 20 tickets for each season *all subject to availability of the requested performance

Logo to use in all promotions:



Cain Center for the Arts Contact Information

Anita Overcash, Development Associate

aovercash@cainarts.org

980.689.4645

Mailing Address:

Post Office Box 1443, Cornelius, North Carolina 28031

Street Address

21348 Catawba Avenue, Cornelius, North Carolina 28031