



2020 Great Ogeechee Seafood Festival Sponsorship Agreement (Exhibit A)

The Richmond Hill-Bryan County Chamber of Commerce, host and organizer of the Great Ogeechee Seafood Festival, and the Undersigned, hereby contract and agree that the Undersigned shall provide Corporate Sponsorship for the Great Ogeechee Seafood Festival, which will be held November 6-8, 2020 at J.F. Gregory Park, 521 Cedar St. in Richmond Hill, Georgia.

The RHBC Chamber of Commerce is a 501C-6 non-profit organization and the community leader recognized for promoting business, economic and community development, as well as, public policy that balances economic prosperity with quality of life. The Chamber serves its membership through advocacy, access to community leaders, connectivity, engagement, and education. The Chamber of Commerce seeks to promote such an environment by organizing and operating a number of programs and events for which sponsorship opportunities are available, the Great Ogeechee Seafood Festival being one of the largest of such opportunities.

The Undersigned herein agrees to participate as a 2020 Sponsor of the Great Ogeechee Seafood Festival (“the Event”) and to take advantage of the multitude of promotional opportunities afforded to sponsors by the Event, in accordance with the terms and conditions of this Agreement. In light of the foregoing and for the good and valuable consideration as provided herein, the RHBC Chamber of Commerce and the Undersigned agree as follows:

1. The Undersigned will be designated as a sponsor of the Event and receive such benefits as detailed in the *Business Sponsor Proposal* document (attached hereto as “Exhibit A” and incorporated herein by reference), and in accordance with the Undersigned’s specific sponsorship package. The *Sponsorship Contract* attached should be completed and returned to the chamber office as soon as possible. A copy of the Sponsorship Contract is attached hereto as “Exhibit B” and incorporated herein by reference). The term of this Agreement (“Term”) shall commence upon execution of this Agreement by the parties hereto and shall continue in effect until 12:00AM November 9, 2020
2. The Undersigned shall tender the fee for the selected sponsorship package (“Sponsorship Commitment” or “Sponsorship Investment”) in full to the RHBC Chamber of Commerce within 30 days of receipt of invoice which will be e-mailed under separate cover. **LOGOS NEED TO BE SENT TO THE CHAMBER IN HIGH RESOLUTION FORMAT NO LATER THAN August 30, 2020. OTHERWISE NAME OF COMPANY ONLY WILL APPEAR.**
3. The Undersigned hereby permits the RHBC Chamber of Commerce to use the Undersigned’s name, pictures, logos, and slogans in any marketing, broadcast, and telecast and/or print media account related to the Event during the Term of this Agreement. Further, the Undersigned agrees to comply with all deadlines regarding submission of logo and print images to ensure their proper appearance for marketing purposes.

The Undersigned agrees to sponsor the Great Ogeechee Seafood Festival with no expectation

that it will receive any return benefit other than the promotional opportunities detailed on the *Sponsorship Business Proposal* document, subject to the terms herein.

The use of the RHBC Chamber of Commerce or the Great Ogeechee Seafood Festival's name, logo, slogan, or pictures by the Undersigned is strictly prohibited without advance written permission from the RHBC Chamber of Commerce Seafood Festival Committee.

4. Termination: The RHBC Chamber of Commerce shall be entitled to terminate this Agreement if the Undersigned fails to tender its *Sponsorship Investment* as specified herein. Failure of the Undersigned to adhere to this Agreement will result in termination of sponsorship and forfeiture of the Sponsorship Investment to the RHBC Chamber of Commerce.
5. Cancellation: If the Event is cancelled by the RHBC Chamber of Commerce due to event(s) beyond its reasonable control, including acts of God, weather, government restrictions, or other unforeseen commercial delays (referred to herein as a "Force Majeure event"), and the Event is not rescheduled, the RHBC Chamber of Commerce shall refund any paid Sponsorship Investment to the Undersigned *if* the Event is cancelled prior to October 8, 2019. If the Event is rescheduled by the RHBC Chamber of Commerce due to a Force Majeure event, the Undersigned shall be entitled to, and the RHBC Chamber of Commerce agrees to give the Undersigned, all of the advertising and sponsorship rights set forth herein at no additional charge to the Undersigned.

Limitation of Liability: The RHBC Chamber of Commerce shall not be liable for any lost profits, or lost opportunity, resulting from reliance upon this Agreement or participation in the 2020 Great Ogeechee Seafood Festival. The parties agree that a separate Hold Harmless Agreement shall be executed simultaneously with this Agreement and shall be attached hereto as "Exhibit C," and incorporated herein by reference.

6. Entire Agreement: This Sponsorship Agreement, and the attached Sponsorship Contract and Business Sponsor Proposal, and Hold Harmless Agreement, constitute the entire agreement (collectively, the "Agreement") of the parties relating to the subject matter addressed. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter, whether oral or written.
7. The parties agree that Georgia law shall govern this agreement and any dispute rising from the relationship between the parties to this agreement; and further, the State of Georgia shall have proper jurisdiction over any and all such matters and disputes.

WHEREAS, the parties hereto hereby agree to be bound by the terms of this Agreement.

Signature of Authorized Co. Agent

Print Name

Company Name

Phone Number

Email Address

Commitment Level

Date

RHBC Chamber Representative



Sponsorship Contract 22nd Annual Great Ogeechee Seafood Festival

(Exhibit B)

Sponsor Information (please print or type)

Business/Organization Name _____

Physical Address _____

City, State, Zip _____

Billing Address (if different) _____

Telephone _____

Fax _____

E-Mail _____

Level of Sponsorship _____

If your level of sponsorship provides for it, would you like booth space? YES NO

Contact Information

Primary Contact _____

Marketing/Logo _____

Contact _____

Acct's Payable _____

Contact _____

*I understand that logo in high-res format is not received by *August 30, 2019; name only will appear _____(initial)*

Sponsorship Commitment

I (we) sponsor a total of _____ to be paid to the Great Ogeechee Seafood Festival.

I (we) sponsor a total of \$_____ to be given in kind to the Great Ogeechee Seafood Festival. (*in-kind donations must be pre-approved by GOSF Executive Committee in advance*)

Acknowledgement Information

Please use the following name in all media/press acknowledgements:

Please make check payable to: Great Ogeechee Seafood Festival or GOSF

Mail check and paperwork to: 2591 Hwy 17, Ste. 100, Richmond Hill, GA 31324



**2020 Great Ogeechee Seafood Festival
Richmond Hill, Georgia**

Hold Harmless Agreement

(Exhibit C)

The below-listed organization (hereinafter referred to as the “Undersigned”), for and in consideration of the benefits to be derived from participation in the 2020 Great Ogeechee Seafood Festival, does hereby release, indemnify and hold harmless the City of Richmond Hill, the RHBC Chamber of Commerce, organizers of the Great Ogeechee Seafood Festival, and each of their agents, officers, volunteers and assigns (hereinafter referred to as the “Released”) from any and all liability, claims, demands, and causes of action related to any loss, damage/injury sustained by the Undersigned, its employees, agents and/or property, and whether caused directly or indirectly through the negligence of the Released in connection with the Undersigned’s participation in the Event.

The Undersigned further agrees to release, indemnify and hold harmless the Released from any liability, damage and/or judgment, including all costs and attorney’s fees incurred in defense of any claim arising from Undersigned’s negligent or intentional acts related to the Undersigned’s participation in the 2020 Great Ogeechee Seafood Festival. This agreement shall extend and be binding on all heirs, agents, assigns, employees, successors of the Undersigned.

In the event legal action is required to determine the rights of the undersigned or the released under this agreement, the prevailing party in such an action shall be entitled to attorney’s fees and any costs associated with the same.

Media Release

The undersigned hereby authorizes the use, copyright and publication of the undersigned’s image or voice if captured during the event by camera or recording. It is further acknowledged that the same may be used for any purpose such as illustration, promotion or advertising.

The undersigned has read and does fully understand the above, and by signature below, does intend to be bound by the terms and conditions detailed herein.

Signature

Print Name & Signature Capacity

Company Name

Date

The Great Ogeechee Seafood Festival
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