

The Mendelssohn Choir of Connecticut
SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “Agreement”) is made and entered into as of the last signature date below (the “Effective Date”) by and between The Mendelssohn Choir of Connecticut (“MCC”), a non-profit based in Fairfield, CT, and the sponsor identified below (“Sponsor”).

RECITALS

In consideration for the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. MCC Obligations: In consideration for Sponsor’s participation, MCC shall provide the Sponsor the benefits set out in Attachment 1, which is incorporated and hereby made a part of this Agreement.

2. Sponsor Obligations
 - 2.1 Sponsor’s obligations and requirements are as set out in Attachment 1.
 - 2.2 For its participation as a Sponsor, Sponsor shall pay to MCC a fee (the “Sponsorship Fee”), as set out in Attachment 1.
 - 2.3 In addition to the terms of this Section 2, Sponsor also agrees to comply with the obligations and requirements set out in Attachment 1, which is incorporated and hereby made a part of this Agreement.

3. Sponsor Trademarks/Sponsor Materials: Subject to the terms and conditions of this Agreement, Sponsor grants to MCC the right to use Sponsor trademarks, trade names, and logo designs and company descriptions as prepared and delivered to MCC by Sponsor (“Sponsor Materials”), in any medium of advertising and/or marketing materials distributed solely in conjunction with the Sponsorship and in accordance with Sponsor’s trademark usage guidelines.

4. Indemnity
 - 4.1 MCC shall not be responsible for any loss of or damage to property of Sponsor, its employees, agents, contractors or assigns nor for any personal injury to Sponsor’s officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of MCC, its directors and/or members.
 - 4.2 Sponsor shall indemnify, defend, and hold MCC harmless from and against any claims arising out of, or relating directly or indirectly to, content on their respective websites and use of Sponsor’s trademarks and logo.
 - 4.3 Sponsor will give MCC prompt written notice of any claim or suit coming within the purview of these indemnities.

5. Limitation of Liability: Except with respect to Section 7.3, in no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

6. 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.

7. Terms and Termination

7.1 Term: Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through June 30, 2017, unless earlier terminated as otherwise provided in the Agreement (the "Term").

7.2 Termination by MCC: MCC shall be entitled to terminate this Agreement at any time for any reason. In the event MCC terminates this Agreement for any reason other than the Sponsor's breach, MCC shall refund any fees received from Sponsor.

7.3 Termination by Sponsor

- a) Sponsor may terminate this Agreement for breach by MCC after giving MCC at least ten (10) days prior written notice specifying the nature of the breach, and giving MCC no less than ten (10) 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.
- b) If MCC terminates this Agreement for Sponsor's breach, MCC shall retain any fees received from Sponsor, which fees shall be due and payable notwithstanding any such termination.
- c) If Sponsor terminates for MCC's breach, Sponsor shall be entitled to seek a full refund of any fees paid.

7.4 Survival: In the event of termination or expiration of this Agreement, paragraphs 4, 5, 6, 7, and 8 shall survive.

8. Relationship: This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

9. Confidentiality: Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated proprietary and/or confidential, or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement. Each party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of this Agreement.

10. Governing Law/Jurisdiction: This Agreement shall be governed and interpreted in accordance with the laws of the state of Connecticut. Sponsor consents to the exclusive jurisdiction and venue of the courts in the state of Connecticut, USA.

11. Assignment: This Agreement may not be assigned by either party without prior written consent of the other party.

The parties have executed this Agreement as of the date set out below:

The Mendelssohn Choir of Connecticut

Sponsor

(Print Sponsor Name)

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT 1

1. **Obligations of MCC:** The following outlines specific benefits for each MCC 35th Anniversary Season Sponsorship:
 - Sponsor name prominently displayed on the front cover of the MCC 35th Anniversary Season Program, as well as on the cover of each of MCC's two concert programs:
 - December 8, 2019 at St. Thomas Aquinas Church, Fairfield; and
 - May 16, 2020 at St. Luke Church, Westport
 - Full color ad in the MCC 35th Anniversary Season Program (choice of inside front cover, inside back cover, or back cover subject to availability).
 - Sponsor name and logo on all MCC 35th Anniversary Season print marketing and promotional collateral, including but not limited to flyers, posters and print advertisements for each concert.
 - Sponsor name and logo prominently displayed on the home page of the MCC website, as well as displayed on all online – including social media – 35th Anniversary Season promotional advertisements.
 - A total of four complimentary concert tickets to each of the above MCC concerts during its 35th Anniversary Season.
2. **Obligations and Requirements of Sponsor:** Sponsor is responsible for payment of the \$1,000 Sponsor Fee and for providing their corporate logo to MCC for inclusion in all online and offline marketing collaterals.
3. Sponsorship fee payable to MCC and the corporate logo must be received by MCC no later than **November 1, 2019**.