



## 40TH ANNUAL INTERNATIONAL CHILDREN'S FESTIVAL

# 2010 MEDIA TRADE AGREEMENT



### OFFICIAL MEDIA SPONSOR TERMS & CONDITIONS

*Applicant for sponsorship or other promotional opportunity (hereinafter known as "Sponsor") of the 2010 International Children's Festival (hereinafter known as "Event"), as evidenced by its authorized signature below, and in consideration for being considered for sponsorship, has read and agrees to abide by all the following terms and conditions.*

- 1 } Host, in its sole discretion, shall determine the eligibility of any company or product for sponsorship or other promotional opportunity. Acceptance of an application does not imply endorsement by Host of the Sponsor's products or services, nor does rejection imply lack of merit of same.
- 2 } Sponsor hereby releases and holds harmless The Arts Council of Fairfax County. (hereinafter known as "Host"), Wolf Trap Foundation for the Performing Arts, and National Park Service (hereinafter known as "Event Sites"), and the respective agents, licensees, contractors, or employees of the foregoing, from any and all claims or liability, however caused, resulting from or arising out of Sponsor's participation in the Event, or any breach of any representation or warranty made by the Sponsor herein, or any act or omission of Sponsor, its agents, licenses, contractors, or employees. The express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of personal injury, death, property loss, libel, defamation, invasion or privacy or right of publicity, or infringement of copyright or trademark.
- 3 } Sponsor shall be responsible for the actions of its employees, agents or other persons acting on Sponsor's behalf and participating in Event. Sponsor agrees to receive emails that include information on the Event.
- 4 } If accepted, Host shall recognize Sponsor as a sponsor in all agreed upon printed materials (e.g., the agreed upon Event program and agreed upon Event marketing piece(s)) and Sponsor will be listed as a sponsor in all agreed upon locations on the agreed upon Event website.
- 5 } Sponsor shall provide all agreed upon advertising and promotional opportunities as outlined in the Official Media Sponsor requirements.
- 6 } Host shall permit Sponsor to use Host's marks and logo(s) in Sponsor's advertising and promotional materials with the agreed-upon tag line signifying Sponsor as a sponsor at agreed upon Event. All usage of the Event marks and logos by Sponsor must be approved by Host, which shall not be unreasonably withheld. The Event and Host logo must be imprinted in black or a PMS color that will be provided. At no time can the marks and logo be used in such a way as to suggest Host's endorsement of Sponsor or any product or service of Sponsor. Host will not be responsible for including artwork provided after communicated deadlines.
- 7 } Upon acceptance, Sponsor hereby grants Host then right to recognize Sponsor as a sponsor in all advertising and promotional materials prepared by Host for the Event, in the form of a listing, logo and/or tag line. Sponsor further grants Host the irrevocable, perpetual right to list Sponsor as a "past-Sponsor" in advertising and promoting future events of Host.
- 8 } Host shall have the right to use the Sponsor logo in promoting and advertising Sponsor and the Event, including on merchandise authorized by the Sponsor in connection with the Event. Host understands and agrees that it shall not make any use of the Sponsor logo which could reflect negatively upon the reputation, or goodwill of these marks or Sponsor. In the event that Sponsor is not provided with the opportunity to review use of the mark in advance, Host will provide samples of use of the mark after affixation of the mark. In the event that Sponsor reasonably objects to any use of the logo by Host, Host shall take all reasonable actions to cease the objected use.

The Arts Council  
of Fairfax County  
presents the



InternationalChildrensFestival.org

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- 9 } Upon acceptance, Host grants to Sponsor the applicable benefits of the sponsorship as outlined in the Official Media Sponsor benefits.
- 10 } Each party represents and warrants that it is free to enter into this Agreement without violating the rights of any person, that its trademarks do not infringe the trademarks or trade names of any person and that it will comply with the laws and regulations pertinent to its business.
- 11 } Each party hereby agrees to keep in strictest confidence and not use for itself or disclose to any third party any confidential and proprietary information disclosed by the other party during the course of their dealings with each other, except as hereinafter provided. Such confidential and proprietary information may be disclosed only to such of the employees of recipient who has a need to know such information for the purpose for which it was disclosed and who have secrecy obligations to the recipient. The parties agree to protect the other's confidential information using the same degree of care with which they protect their own confidential information, but in no event less than reasonable care.
- 12 } This agreement does not constitute a joint venture or principal-agent relationship between Sponsor and Host. Neither party may assign this Agreement.
- 13 } Cancellation Policy: This Agreement may be terminated (A) prior to September 1, 2010 by a non-breaching party, effective upon ten (10) business days written notice by the non-breaching party if the breaching party commits a material breach of any of the terms of this Agreement and such breach remains uncured for ten (10) business days after written notice of such breach has been furnished to the breaching party, or (B) by any party, immediately upon the other party's insolvency, filing of a petition in bankruptcy, making an assignment for the benefit of creditors, becoming subject to any proceeding under bankruptcy or insolvency law, or winding up or liquidation, voluntarily or otherwise.

*The Arts Council of Fairfax County is a 501c3 not-for-profit organization. All sponsorships and contributions are tax deductible to the extent permitted by law. Sponsors receiving benefits will be provided documentation of the tax deductible portion of their gift. Contributions under \$1,000 are 100% tax deductible. A copy of the financial statements of the Arts Council of Fairfax County are available upon written request from the Office of Consumer Affairs of the Commonwealth of Virginia. To discuss sponsorship opportunities and benefits please contact the Arts Council at 703.642.0862 x5.*

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**NAME OF SPONSOR:**

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**SIGNATURE:**

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**DATE:**

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SPONSOR'S AUTHORIZED REPRESENTATIVE

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**ACCEPTED BY:**

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**DATE:**

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ARTS COUNCIL OF FAIRFAX COUNTY / INTERNATIONAL CHILDREN'S FESTIVAL

**RETURN SPONSORSHIP FORMS TO:**

**The Arts Council of Fairfax County, 4022 Hummer Road, Annandale, Virginia 22003;  
or fax forms to: 703.383.5154.**

EXPERIENCE THE ARTS { **SEPTEMBER 18-19, 2010** } AT WOLF TRAP