



2010 Santa Cruz Kayak Surf Festival & Team Trials Finals – March 26-28, 2010

Sponsor Application and Contract

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Company / Organization Name:			Date:		
Street Address:			Suite:		
City:	State:	Zip Code:	Country:		
Representative's Name:			Title:		
Phone Number: ()			FAX Number: ()		

Agreement: I agree to comply with the rules and regulations outlined on the back of this *Sponsor Application and Contract*. This completed form along with payment in full is considered binding on both the sponsor and the 2010 Santa Cruz Kayak Surf Festival. All correspondence will be sent to the person shown above.

Authorized signature: _____

Instructions: 1) Choose from either sponsor packages or a la carte menu. 2) Complete additional information included under each sponsorship selection. 3) Complete payment information. 4) Sponsors at all levels are requested to submit a short description on products/ services and activities for public announcements throughout the festival. 5) Camera-ready company or organization logos are to be submitted at time of application and payment. 6) Full payment must be submitted with contract to secure sponsorship.

Sponsorship Packages (See sponsorship brochure for exact entitlements and complete items 2-11)

- | | | |
|--|---|-----------------|
| 1. <input type="checkbox"/> Presenting Sponsor | Responsible for the budget of the contest plus | \$10,000 |
| 2. <input type="checkbox"/> Official Sponsor | On or Before December 31, 2009 | \$2,200 |
| | After December 31, 2009 | \$2,500 |
| 3. <input type="checkbox"/> Technology Sponsor | | \$3,500 |

A la Carte Sponsorship Menu All booths for 2010 are reserved for Official Sponsors

- | | | |
|--|---------------------------------------|--------------------------|
| 4. <input type="checkbox"/> Expo Booth (complete information below) | On or Before December 31, 2009 | \$2,200 |
| Product/Service to be exhibited: _____ | After December 31, 2009 | \$2,500 |
| Do you need electrical power? Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| <input type="checkbox"/> Single exhibitor <input type="checkbox"/> Sharing exhibitor Sharing with whom _____ | | |
| Booth preferences 1) _____ 2) _____ 3) _____ (See attached site map) | | |
| <input type="checkbox"/> Entrant Bag Inserts (200 inclusions to be received by March 1, 2010) | | |
| 5. <input type="checkbox"/> Product Sampling (Complete information below and signage information) | | \$250 |
| What type of product/service? _____ 6-foot table provided, no expo booth | | |
| 6. <input type="checkbox"/> Entrant/Volunteer Bag Inserts (200 inclusions to be received by March 1, 2010) | | \$150 |
| 7. <input type="checkbox"/> Signage | <input type="checkbox"/> Elite | For Elite \$500 |
| | <input type="checkbox"/> Premier | For Premier \$300 |
| 8. <input type="checkbox"/> Official Heat Jerseys (Logo artwork and payment due by January 13, 2010) | | Negotiable |
| 9. <input type="checkbox"/> Athletes' Gift (200 due by March 1, 2010) | Responsible for cost of item plus | \$160 |
| 10. <input type="checkbox"/> Merchandise Donor & products in partial payment for booth space | | Any amount |
| (Products must be received by March 1, 2010) | | |

(25% of retail price applicable to sponsorship fees)

Merchandise Description	Retail Value

Total _____ x 25% = (amount applicable to sponsorship fee, enter on line B below)

Payment Summary	
A. Total Sponsorship Fees	A) _____
B. Sponsorship credit from merchandise donations (Complete section 9)	B) _____
Total due to 2009 Santa Cruz Kayak Surf Festival (Subtract Line B from Line A)	_____
Make checks payable to 2010 Santa Cruz Kayak Surf Festival	

Contract for Sponsorship

The receipt by the 2010 Santa Cruz Kayak Surf Festival Organizing Committee (SCKSFOC) of your signed contract accompanied by payment in full will constitute an application for sponsorship for the SCKSF with rights to all entitlements befitting the category of sponsorship chosen.

Entitlement and Sublease

Sponsor shall not transfer, barter, sell, sublet or assign sponsorship entitlement (including but not limited to exhibit space during the Festival) in whole or in part without written notice to and approval from SCKSFOC.

Cancellation of Agreement

Sponsor shall have the right to cancel this Agreement at any time by written notice to SCKSFOC. In the event of such cancellation received up to 90 days prior to the Festival, SCKSFOC shall refund full sponsorship fees less a pro rata amount of equivalent advertising dollars received from logo placement in printed publications. SCKSFOC shall refund 50% of sponsorship fees on cancellations received 90-60 days prior to the Festival less a pro rata amount of equivalent advertising dollars received from logo placement in printed publications. No refunds shall be made on cancellations received within 60 days of the Festival. Under all circumstances, SCKSFOC reserves the right to resell sponsorship package cancelled by Sponsor.

Cancellation or Postponement of Festival

In the event that the Festival is postponed due to any occurrence not occasioned by the conduct of SCKSFOC or Sponsor, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Agreement, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrences result in cancellation of the Festival, the obligations of the parties under this agreement shall be automatically terminated and all payments made under this Lease shall be refunded to exhibitor, less a pro rata share of expenses actually incurred by SCKSFOC in connection with the Festival.

Liability

This Agreement shall not constitute or be considered an employer-employee relationship between SCKSFOC and Sponsor. Sponsor hereby agrees to and does indemnify, hold harmless and defend SCKSFOC from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which SCKSFOC may incur, suffer, be put to, pay or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by Sponsor or any of its employees, servants, or agents. Sponsor further agrees that SCKSFOC, and their respective agents and employees shall not be responsible in any way for (i) damage, loss or destruction of any property of Sponsor or (ii) injury to Sponsor or its representatives, agency, employees, licensees or invitees.

Codes & Agreements - Sponsors Exhibiting at Festival Site

Sponsor Exhibitors hereby agrees to be bound by the Sponsorship Rules and Regulations of the SCKSF. Sponsor Exhibitors further agrees to adhere to and be bound by (i) all applicable fire, utility, city codes and regulations; (ii) any rules or regulations of the Santa Cruz Parks Dept; (iii) the terms of the Lease between SCKSFOC and any other party relating to the Festival.

Exhibiting Sponsor shall not, nor shall Exhibiting Sponsor permit others to do anything to the Booth or do anything to the Site which would cause a difference in conditions from those previously approved by the insurance carriers of SCKSF, or the owners or managers of said Site, which will in anyway increase premiums payable by any of the said parties any such increases resulting from violation of this section.

Space Assignment Sponsors Exhibiting at Festival Site

SCKSFOC shall use its best efforts to locate the Booth in one of the locations designation by Sponsor on the front side hereof. Notwithstanding the above, SCKSFOC reserves the right to change location assignment at any time, as it may in its sole discretion deem necessary.

Handling and Storage - Sponsors Exhibiting at Festival Site

SCKSFOC shall not accept or store display materials, and Sponsor Exhibitors shall make its own arrangements for shipping, delivery, receipt and storage of such materials and crates.

Exclusion - Sponsors Exhibiting at Festival Site

SCKSFOC shall have the right to exclude or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the Festival. SCKSFOC shall have the right to prohibit the use of amplifying equipment or music which, in its sole discretion, it considers objectionable. SCKSFOC shall have the right to demand modification of the appearance of dress of persons or mannequins used in connection with displays or demonstrations.

Security - Sponsors Exhibiting at Festival Site

SCKSFOC shall provide guard service throughout the hours of the Festival and will exercise reasonable care for the protection of the Sponsor Exhibitors' materials and displays. Beyond this, SCKSFOC or any officer or staff member thereof will not be responsible for the safety of the property or the Sponsor Exhibitor, his agents, or employees, from theft, damage from fire, accident, Act of God, or any other cause. Sponsor Exhibitor is required to provide all insurance and/or policy riders to cover all booth contents.

Failure to Occupy Space - Sponsors Exhibiting at Festival Site

Any space not occupied by 8:00 am Saturday, March 27, 2010 shall be deemed forfeited by Sponsor and no refund shall be paid. SCKSFOC may reassign such space, at its discretion, without any obligation to absent Sponsor.

Local and State Tax Sponsors Exhibiting at Festival Site

Sponsor Exhibitor is solely responsible for all local and state sales taxes from the sale of merchandise during the Festival. A detailed information sheet containing applicable local sales taxes and city office addresses will be available.