East Dearborn DDA & West Dearborn DDA
Dearborn Administrative Center 16901 Michigan Avenue, Dearborn, MI 48126
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Executive Director: Cristina Sheppard-Decius

SPONSORSHIP AGREEMENT

This agreement is made between the SPONSOR and the East Dearborn Downtown Development Authority (EDDDA) and the West Dearborn Downtown Development Authority (WDDDA), herein referred to as the RECIPIENTS.

The Sponsor agrees to sponsor the Recipients' designated Program pursuant to the terms and conditions set forth below.

A. **Sponsor:** Contact information required at point of e-signature.

B. **Recipients:** East Dearborn Downtown Development Authority
West Dearborn Downtown Development Authority
16901 Michigan Avenue, Dearborn, MI 48126

C. **Program:** Dearborn Restaurant Week

D. **Program Location:** Various sites throughout Dearborn's downtowns

E. **Program Date(s):** February 11, 2019 - February 17, 2019

F. **Program Times:** not applicable

G. **Sponsorship Level:** Platinum

H. **Sponsorship Requirements**

1. **Payment:** $2,500

I. **Sponsorship Benefits as Provided by Recipients:**

1. Logo placement on dearbornrestaurantweek.com homepage.
2. Logo placement in designed print advertising/marketing materials.
3. Tickets to kick-off event (eight seats).
4. Press release mentions (for example: Detroit Free Press, Dearborn Press and Guide).
5. Radio mentions (five times).
6. Social media mentions (five times each for Facebook, Instagram, and Twitter).

J. **License of Intellectual Property:** Sponsor is the sole owner of all right, title, and interest to all Sponsor information, including Sponsor logos, trademarks, trade names, and copyrighted information, unless otherwise provided. Sponsor hereby grants to Recipient a non-exclusive license to use certain Sponsor's intellectual property, including names, trademarks, and copyrights (collectively, "Sponsor Property"), solely to identify Sponsor as a sponsor of the Program. It is understood that Sponsor retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld. Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to Recipient nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to Recipient; and

that the Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party.
The Recipient is the sole owner of all right, title, and interest to all Recipient information, including Recipient's logo, trademarks, trade names, and copyrighted information, unless otherwise provided. Recipient hereby grants to Sponsor a license to use certain of Recipient's intellectual property, including Recipient's name, acronym, and logo (collectively, the "Recipient Property"), solely in connection with promotion of Sponsor's sponsorship of the Program. Sponsor agrees that it shall not use Recipient's Property in a manner that states or implies that Recipient endorses Sponsor (or Sponsor's products or services). It is understood that Recipient retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld.

K. **Relationship of Parties:** The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

L. **Indemnification:** Notwithstanding any other provision of this Agreement: (a) no Party shall have any liability for, and each Party hereby waives and disclaims, any and all claims and causes of action, or warranty for any indirect, incidental, punitive, special, consequential or exemplary damages arising out of or in connection with this Agreement; and (b) the Recipient's aggregate liability under or in connection with this Agreement shall in no event exceed the amount paid for the Sponsor contribution.

M. **General Provisions:** This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. There are no warranties, representations, and/or agreements among the parties in connection with the subject matter of this Agreement, except as specifically set forth and referenced in this Agreement. This Agreement shall be governed by Michigan law; is binding and valid only when signed by the parties below, and may be modified only in a writing signed by both parties.

The persons signing this Agreement on behalf of the Sponsor and the Recipients each have the authority to bind their respective principles.