



TERMS & CONDITIONS

For Special Events, Activities, Contests, and Advertising

- Statement of Purpose:** Sponsorships and advertising with the Glen Ellyn Park District (GEPD) positively promote and financially support the mission, vision, and values of the District.
- First-come, first-served:** Sponsorship/advertising opportunities will be extended to any business, non-profit agency, governmental agency, organization, or individual that wishes to have a presence with the District on a first-come, first-served basis, provided that the proposed sponsorship/advertising otherwise conforms with the policies as stated herein. Opportunities are limited to space availability, however, it is at the discretion of the GEPD to expand the number of sponsors/advertisers accepted for an event/activity/publication.
- Conflict of Interest:** The District reserves the right, at its discretion, to refuse any sponsorship or advertising from an organization, agency, business, or individual as well as any companies that offer competing programs, services or facilities. The Park District will not accept political sponsorships of any kind.
- Control of Content and Selection:** GEPD is ultimately responsible for control of content and selection of presenters, moderators, entertainers, products, event/program/activity logistics/layout, and/or publication logistics/layout.
- Cancellation and Rescheduling by the District:** GEPD reserves the right to cancel an event/activity at its discretion. This includes but is not limited to event/activity cancellation due to inclement weather or unsafe conditions. Should such a cancellation occur, the fee will NOT be refunded to Sponsor.

Events/Activities Canceled 15 Days or More Prior to the Date of the Event: In the case that the event/activity is canceled 15 days or more before the event/activity date, the full sponsorship fee would be applied as a credit which can be used toward a future event/activity/advertising opportunity selected by the Sponsor in consultation with GEPD.

Events/Activities Canceled Less Than 15 Days Prior to the Date of the Event: In the case that an event/activity is cancelled with less than 15 days before to the date of the event/activity, the Sponsor will receive a partial credit which can be used toward a future event/activity/advertising opportunity selected by the sponsor in consultation with GEPD. The refunded amount will either be the tabling fee for that event or 50% of the sponsorship fee for events without a tabling option.

- Cancellation of Sponsorship by Partner:** Cancellation of sponsorship and/or advertising must be done in writing at least 60 days prior to an event/activity date, activity date, publication deadline, or project deadline. Should such a cancellation occur, the fee will NOT be refunded to Sponsor. The Sponsor will receive a partial credit which can be used toward a future event/activity/advertising opportunity selected by the sponsor in consultation with GEPD. The refunded amount will either be the tabling fee for that event or 50% of the sponsorship fee for events without a tabling option.
- Payment:** All payments must be received at least 30 business days in advance of event/program/activity/contest/publication date, unless otherwise agreed to in writing by Glen Ellyn Park District and the Company. Payments over 30 days past due will incur a \$25.00 late fee. If invoices are outstanding for more than 90 days a collection process will be initiated.
- Logos Files:** Submit logos to marketing@gepark.org with the following specifications:

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- File types accepted are Illustrator CS6 or CC, EPS format, or a high resolution PDF (with all fonts converted to outlines). Files must be 300 dpi.
- For shirt logos, logo should be provided in one-color (black & white with no tints or screens).
- Logos saved as .doc, .xls, .ppt, or .pub will not be accepted.
- Logos should include a graphic element, company name, and an optional tagline only.

If a logo is received and is unusable due to format, design, quality or content, corrected artwork may be submitted prior to the deadline. All logos are subject to final approval.

- 9. Banners/Posters:** For banners brought to events by the sponsor, a size of W: 49" x H: 36" is required. For posters brought to events by the sponsor, a size of W: 24" x H: 36" is recommended. Posters exceeding this size will not be accepted. The Park District is able to assist with the ordering of banners/posters for a fee not to exceed the cost of the banner/poster, however, we are not able to assist with graphic design. The fees for banners/posters ordered on behalf of the Sponsor are non-refundable.
- 10. Certificate of Insurance:** At times, the District may require a Certificate of Insurance from the Partner naming the Glen Ellyn Park District as additional insured. The certificate must be endorsed and coverage must be adequate to be consistent with Park District policy.
- 11. Rate Protection:** The Glen Ellyn Park District reserves the right to revise Sponsorship rates. However, this will not affect existing signed and written Sponsorship agreements. All Sponsorships placed without a signed agreement are subject to rates that apply at the time of publication.
- 12. Assumption of Risk, Waiver, Indemnification, and Hold Harmless:** Sponsor assumes all risk associated with its conduct of its sponsorship activities, and waives and releases GEPD and its elected and appointed officials, officers, employees, agents, and volunteers (hereinafter individually and collectively referred to as "GEPD Parties") from any and all claims of every kind arising out of, related directly or indirectly to, or in connection with Sponsor's sponsorship activities, occurring on or off GEPD property, including but not limited to property loss, theft, damage, or destruction and personal injury (including death). Sponsor shall indemnify and hold GEPD Parties harmless from and against any and all claims (including but not limited to claims by Sponsor's employees, agents, and volunteers) of loss, cost, expense, or damage arising out of, related directly or indirectly to, or in connection with Sponsor's sponsorship activities, or Sponsor's breach of its financial and other commitments as provided in the attached Special Event Sponsorship Commitment & Payment Form and these Terms and Conditions. For purposes of this paragraph, the act or failure to act of Sponsor or officers, directors, employees, agents, or volunteers of Sponsor shall be deemed the act or omission of Sponsor.
- 13. Exclusivity:** Sponsorship category exclusivity is not guaranteed. Exceptions may be made for Presenting Sponsors.
- 14. Compliance with Applicable Laws and Protection of GEPD Property:** Sponsor shall comply with all applicable federal, state, county, and local laws, plus rules and regulations in the conduct of its special event sponsorship activities. If Sponsor will be placing structures, equipment, or signage or be distributing materials or goods on GEPD property in connection with or as part of its sponsorship activities, Sponsor will use reasonable efforts and due care to prevent damage, loss, or destruction to or of GEPD property and to prevent litter in and from the conduct of its activities. The placement of structures, equipment, and signage is part of Sponsorship activities logistics subject to consultation with and approval by GEPD.
- 15. Relationship of Sponsor to GEPD:** Sponsor is a legally independent entity from GEPD and shall not represent itself to the public otherwise.
- 16. Disclosures of Financial Relationships:** GEPD has the right to publicize to the event audience (a) sponsor funding of the event and (b) any significant relationship between GEPD and the Sponsor providing benefit to the community.
- 17. Auxiliary Support:** Any other support to be provided by GEPD for the Sponsor in regards to the Sponsor's event sponsorship activities (e.g. distributing brochures, preparing slides) must be approved by both parties and included in the Sponsorship Commitment Form.