

## **Baton Rouge Pride, Inc Sponsorship Agreement**

This Sponsorship Agreement hereby known as “Agreement,” is made on the \_\_\_ day of \_\_\_\_, 2025, hereby known as the “Effective Date” between

Baton Rouge Pride Inc. hereby known as “Organizer,” a nonprofit corporation organized and existing under the laws of the state of Louisiana with a mailing address of P.O. Box 77166, Baton Rouge, La 70817

and

\_\_\_\_\_, a corporation organized and existing under the laws of the state of \_\_\_\_\_, with its principal office located at (street address, city, state, zip code), hereby known as “Sponsor”.

Whereas, Organizer is the organizer of the Event described in [Exhibit A](#) attached hereto and made a part hereof; and

Whereas, Organizer and Sponsor have reached an agreement on terms and conditions upon which Sponsor will sponsor the Event and wish to memorialize that agreement herein;

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. **Definitions.** For purposes of this Agreement, the following terms have the following meanings:
  - A. **Event Collateral** means products or merchandise bearing an Organizer Mark, either alone or together with a Sponsor Mark, for distribution at or in connection with the Event.
  - B. **Event Materials** means materials presented, distributed, or otherwise provided by the Organizer or any other person or entity at or in connection with the Event.
  - C. **Mark** means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service.
  - D. **Organizer Marks** means those Marks identified in [Exhibit B](#), to which the Organizer has a License.
  - E. **Sponsor Materials** means the Sponsor Marks and any other materials presented, distributed, or otherwise provided by the Sponsor at or in connection with the Event.
  - F. **Sponsor Marks** means those Marks identified as Sponsor Marks in [Exhibit C](#).
  - G. **Sponsor Obligations** means the obligations of Sponsor as outlined in [Exhibit D](#).
  - H. **Sponsorship Benefits** means the benefits the Organizer is required to provide to the Sponsor pursuant to this Agreement as set forth in [Exhibit E](#).

- I. **Territory** means the physical geographical locations of the States of Louisiana along with the full digital footprint of the internet, including but not limited to social media.
- II. **Sponsorship.** Organizer hereby engages Sponsor, and Sponsor hereby accepts such engagement to be a sponsor of the Event, subject to the terms and conditions set forth in this Agreement.
- III. **Sponsorship Benefits.** In consideration of the Sponsor's payment of the Sponsorship Fee and performance of the Sponsorship Obligations, the Organizer shall provide the Sponsor with the Sponsorship Benefits set forth in [Exhibit E](#).
- IV. **Sponsorship Fee and Other Sponsor Obligations.** In consideration of and subject to Organizer's provision of the Sponsorship Benefits and other undertakings hereunder, Sponsor shall:
  - A. pay Organizer the Sponsorship Fee described and when set forth in [Exhibit F](#); and
  - B. on a timely basis, perform its Sponsor Obligations set forth in [Exhibit D](#).
- V. **Grant of License**
  - A. Sponsor hereby grants Organizer, and Organizer hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Sponsor Marks in the Territory solely as necessary to provide the Sponsorship Benefits during the Term.
  - B. Organizer hereby grants Sponsor, and Sponsor hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Organizer Marks in the Territory during the Term: (i) in its advertising, marketing and promotional materials in all formats and media, including on its website, mobile apps and social marketing pages on third Party websites and mobile apps, to identify and promote its association with and its status as a sponsor of the Event; and (ii) on Event Collateral that Sponsor is obligated or otherwise permitted to create and distribute at or in connection with the Event.
  - C. Each Party shall use the other Party's Marks solely in accordance with the other Party's trademark usage guidelines and quality control standards as the same may be updated from time to time. If either Party is notified in writing by the other Party that any use does not so comply, such Party shall immediately remedy the use to the satisfaction of the other Party or terminate such use. Neither Party shall use, register or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the other Party's Marks. All uses of a Party's Marks, and all goodwill associated therewith, shall inure solely to the benefit of such Party, and each Party shall retain all right, title and interest in and to its Marks.

- VI. **Event Obligations.** Organizer shall, at its sole cost and expense: create, program, advertise, market, promote, produce, and manage the Event; (b) notify Sponsor immediately in writing of any planned or anticipated changes to the Event; and (c) on a timely basis secure, and throughout the Event fully comply with, all licenses, permits and approvals required by applicable Law in connection with the Event.
- VII. **Term.** The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect until the completion of the Event and the fulfillment by both Parties of their respective obligations herein, which is hereby agreed to be (date).
- VIII. **Termination.**
- A. Either Party may terminate this Agreement, immediately upon written notice to the other Party if;
    - 1. The other Party materially breaches this Agreement, and such breach: is incapable of cure; or being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice thereof; or
    - 2. The other Party:
      - a) Becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
      - b) Files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
      - c) Makes or seeks to make a general assignment for the benefit of its creditors; or
      - d) Applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
  - B. On expiration or earlier termination of this Agreement: (i) all licenses granted hereunder will also terminate, and each Party shall immediately cease using the other Party's Marks, and (ii) the Parties will be relieved of any further obligations.

**IX. Representations and Warranties.**

- A. Organizer represents and warrants that the Organizer Marks and Sponsor's use thereof in accordance with this Agreement will not infringe, misappropriate or otherwise violate any rights of any third party.
- B. Sponsor further represents and warrants that the Sponsor Marks and Organizer's use thereof without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate or otherwise violate any rights of any third party.

**X. Indemnification.**

- A. Sponsor shall indemnify, defend and hold harmless Organizer and each of their respective/its officers, directors, employees, agents, successors and assigns (each, a Sponsor Indemnitee) from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, Losses), resulting from any claim, suit, action or proceeding (each, an Action) arising out of or related to: (i) the Event, including Organizer's advertising, marketing or promotion of the Event, the Organizer Marks and Event Materials; (ii) any use, presentation, display or distribution of Sponsor Materials in a manner not expressly permitted by this Agreement; or (iii) Organizer's breach of any representation, warranty, covenant or obligation of Organizer under this Agreement.
- B. Organizer shall indemnify, defend and hold harmless Sponsor, its officers, directors, employees, agents, successors and assigns (each, an Organizer Indemnitee) from and against all any and all Losses resulting from any Action arising out of or related to: (i) the Sponsor Materials, solely as used, presented, displayed and distributed without alteration and otherwise in strict compliance with this Agreement or (ii) Sponsor's breach of any representation, warranty, covenant or obligation of Sponsor under this Agreement.

**XI. Independent Contractors.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**XII. Confidentiality of Terms.** The Parties agree to maintain the terms of this Agreement in confidence. Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or use the other Party's Marks except as expressly permitted under this Agreement or with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

XIII. **General.**

- A. **Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.
- B. **No Waiver.** The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- C. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Louisiana.
- D. **Notices.** Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each Party as set forth at the beginning of this Agreement.
- E. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.
- F. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if placed in writing and signed by each Party or an authorized representative of each Party.
- G. **Assignment of Rights.** The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.
- H. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- I.
- J. **Compliance with Laws.** In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both

This agreement is signed and dated by

\_\_\_\_\_  
Signature of Officer - Organizer

\_\_\_\_\_  
Signature of Officer - Sponsor

\_\_\_\_\_  
Printed Name - Organizer

\_\_\_\_\_  
Printed Name - Sponsor

\_\_\_\_\_  
Title - Organizer

\_\_\_\_\_  
Title - Sponsor

- Exhibit A** Description of Event
- Exhibit B** Organizer Marks
- Exhibit C** Sponsor Marks
- Exhibit D** Sponsor Obligations
- Exhibit E** Sponsor Benefits
- Exhibit F** Sponsor Fee
- Exhibit G** Resource Fair Rules and Regulations

## **Baton Rouge Pride, Inc Sponsorship Agreement**

### **Exhibit A - Description of Event**

Baton Rouge Pride Fest is a one-day event held on the 28th day of June 2025 at the Raising Canes River Center located at 295 S. River Road, Baton Rouge, LA 70802.

The purpose of the event is to foster a sense of unity in the local LGBTQ+ community and its allies through a community resources fair, health screening and counseling, HIV screening and counseling, PrEP counseling, family activities, area artists/performers, and other events that are deemed needed and meaningful.

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**Exhibit B - Organizer Marks**

Logo



Themed Artwork



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**Exhibit C - Sponsor Marks**

Logo

Pride Guide Advertisement (If applicable)

# **Baton Rouge Pride, Inc Sponsorship Agreement**

## **Exhibit D - Sponsor Obligations**

Sponsor is responsible for providing the organizer with the following:

- 1) Logo
- 2) Provide full payment by May 31, 2025.
- 3) Advertisement (if applicable) by April 30, 2025. Any advertisement received after April 30, 2025, may not be included in the printed edition of the Pride Guide.
- 4) Follow the rules and regulations of the Rainbow Exchange (if applicable)
- 5) Follow the rules and regulations of Health/HIV screening (if applicable)

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**Exhibit E - Sponsorship Benefits**

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**Exhibit F - Sponsorship Fee**

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## Exhibit G - Rainbow Exchange Rules and Regulations

### I. Setup Time

- A. Organizer will have everything ready for the sponsor to set up by 10:00 a.m on Friday **6/27/25**. The Sponsor is welcome to arrive any time between 10 AM - 3 PM for early bird access. The Sponsor may also set up the day of starting at 8:30 AM until 11:00 AM; with doors opening to the public at 11:30 AM
- B. Organizer requires that the Sponsor have everything in place by 11:30 A.M. All spaces are to be ready to greet patrons when the event officially begins at 12:00 p.m.
- C. The Sponsor may arrange a slightly earlier setup time if needed; this will be free to the Sponsor.
- D. The sponsor is required to stay till 4:30 p.m. on the day of the event, but you have the area till 7:30 PM, so please stay as long as you like.

### II. Table and Booth Setup

#### A. Sizes

1. Tables: Measure 30 inches by 96 inches (2.5 feet by 8 feet and will come with two (2) chairs with a simple plastic tablecloth. You may only use the space on the table and under the table. Sponsors are restricted to placing items on/under tables; Easels/racks must be placed on table, not to exceed two (2) feet high or width of table. No items are to be placed in the walkways, behind or sides of tables. **NO tailgate tents.**
2. Booths: Measure 10 feet by 10 feet and come with two (1) tables that measure 72 inches by 30 inches (2.5 feet by 8 feet), and two (2) chairs with simple plastic tablecloths on each table. Includes pipe and drape (8 ft tall behind the table and 3 ft tall on the sides, the front is open for access into the booth.)
3. Double Booths: Measure 10 feet deep by 20 feet wide and come with four (4) tables that measure 72 inches by 30 inches (2.5 feet by 6 feet), and 4 (4) chairs with simple plastic tablecloths on each table.

#### B. Electrical may be purchased ahead of your arrival, no later than 2 weeks prior to the Event.

#### C. Attaching items

1. Any banners to be hung should be draped from your table and affixed with spring clips or banners; other backdrops may be displayed on easels or banner stands where space is available.
2. Sponsor is not allowed to mount anything to walls or partitions in the venue or to use any materials that will damage surfaces or leave permanent marks.
3. Nothing may be taped, pinned, stapled, or otherwise attached to walls/wall surfaces in the building. Anything attached to tables must not damage tables or any rented covers.
4. Sponsor will be financially responsible for any damages to the venue property.

- III. Assets such as RVs or trailers may only be used if the Sponsor is a sponsor of Pride Fest at the Red Level.
  - A. The Sponsor must have the asset available for entry into the Venue by 11:30 am, no later than 3 PM on Friday, June 27, 2025. The asset must be removed from the venue by 12:00 pm on Sunday, June 29, 2025.
  - B. The Sponsor holds the Organizer and the Venue harmless of any damages to assets.
  - C. Assets must meet the following requirements:
    - 1. Fit in the booth size requested
    - 2. Have less than a ¼ tank of fuel which will be checked prior to entering the venue.
    - 3. Have the battery/batteries disconnected after parking in the venue.
    - 4. Have painter's tape placed over the fuel tanks after parking and battery/batteries disconnected. This will be provided by the Organizer.
- IV. Sales of items
  - A. Sponsors are prohibited from selling any pride flag of any kind or any size. These items are restricted to only be sold by the Organizer. Sponsors can sell any other pride related items that are not food or beverage. See additional information below in section VII.
- V. Security
  - A. The venue has an extremely strict security policy which the Organizer must follow.
  - B. Every item that enters the venue must be inspected; every box, bag, suitcase or any other container the Sponsor may bring in will have to be checked, please plan accordingly. Plan accordingly if you will be bringing in a large number of items.
- VI. Unloading
  - A. The Sponsor will be allowed to pull into the unloading area near the box office (or the loading dock, if you arrange ahead of time) for unloading only.
  - B. The Sponsor will not be allowed to park in that area for no more than 15 minutes; after 15 minutes vehicles may be towed at the owner's expense.
  - C. Parking will be available on nearby streets or in the River Center parking garages. Please note that the City-Parish government – not Organizer – may charge up to \$15 event parking rates for the River Center garages. Street parking is free on weekends.
- VII. Food and Beverage
  - A. Sponsor may sell food (no beverages) products as approved by the Director in writing.
- VIII. Glitter and Confetti
  - A. Glitter and Confetti are not allowed in the venue and thus at Pride Fest.
  - B. Should the Sponsor be found to have these items, they will be asked to dispose of them.
  - C. Should the venue charge an additional cleanup fee for Glitter and Confetti found at the Sponsor's table and/or booth the Sponsor takes full fiscal responsibility and will be required to pay this to Organizer via cashier's check or money order by July 10, 2025, any payments made after July 11, 2025 will be subject to a 15% late charge.
- IX. Placement
  - A. Organizers cannot guarantee Sponsor any location outside of those set forth in Sponsorship Agreements.

- B. Placement will be available to the Sponsor no later than 5 business days before the event is set to begin.