



# Movies in the Park!

## 2023 Movies in the Park Sponsorship Agreement

Sponsoring Agency: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number \_\_\_\_\_

Movie Title(s): \_\_\_\_\_

Sponsorship Level(Listed Below): \_\_\_\_\_

Sponsorship Levels Please choose your option by marking one of the boxes	Featurette \$100	Cameo \$500	Premiere \$1000
Recognition of the company or organization during the event	✓	✓	✓
Your logo on the preview slideshow for the showing	✓	✓	✓
Table at one of the Movie in the Park showings for promotion of your products or services*		✓	✓
Your logo on all printed marketing material for the selected showing		✓	✓
Facebook/Instagram mention for the showing's promotional postings			✓
Your Logo/Link to website on the 2023 Movies in the Park web page			✓
Your logo and "presented by..." on the Movies in the Park showing's event banner on display in City Park and all printed marketing material			✓

\* Sponsors will be responsible for providing their own tables, chairs, pop-up tents, and any other equipment needed.

Specific sponsorships are sold on a first-come, first-served basis. Liability for the content of sponsorships (text, representation, and illustrations) is assumed by sponsoring agencies. Sponsoring Agency agrees to defend, hold harmless, and indemnify, the City of Pueblo ("City") and its officers, employees, and agents, from any and all claims and liability, including attorney's fees and costs, for injuries or damages to any person, arising from Sponsoring Agency's advertising, including copyright violations, or in any way related to this Sponsorship Agreement ("Agreement"), or any default or breach of any term of this Agreement by Sponsoring Agency. The City reserves the right to refuse any sponsorship, or remove any advertisement, including but not limited to banners, fliers, and social media postings that are not consistent with the City's sponsorship policies, or determined, in the sole and absolute discretion of the City, not to be in the City's best interest.

The City of Pueblo is not liable for delays in delivery and/or non-delivery in the event of an Force Majeure, action by any governmental or quasi-governmental entity, pandemic, fire, flood, insurrection, riot, explosion, strikes (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the City of Pueblo affecting production of delivery in any manner.

**COVID-19.** COVID-19 is a highly communicable virus that can cause severe respiratory illness, sometimes leading to death. Please DO NOT enter City of Pueblo facilities or participate in City programs or activities if you or someone you have come in contact with are feeling or showing symptoms of this or any other communicable disease. Federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of people to prevent the spread of COVID-19. The sponsored programs and activities may be cancelled or delayed due to COVID-19. The City in no way warrants or agrees that you or others will not be exposed to COVID-19, nor that infection will not occur through access to City facilities or participation in City programs or activities. By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risks to you and others of exposure to or infection by COVID-19, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

The City of Pueblo reserves the right to cancel or delay any program due to COVID-19, Weather, or any other reason. In the event a program is cancelled or delayed due to COVID-19, Weather, or other reason, the sponsorship will be rescheduled to a later date. Should the program be cancelled and no later date available for rescheduling the sponsorship, the Sponsoring Agency will be credited for another scheduled event with equal sponsorship value. Refunds will not be provided.

Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation.

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

This Agreement shall not be assigned by Sponsoring Agency without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

By signing below, I hereby acknowledge that I have full authority to execute this Agreement and have completed the above information to the best of my knowledge, read the above information, received a copy of the Sponsor Terms & Policies and will agree to all said rules and guidelines.

### Sponsoring Agency's Authorized Signatory

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

### Please Complete and Return to:

Thomas Shudell  
Movies in the Park  
City of Pueblo Parks & Recreation  
800 Goodnight Ave  
Pueblo, CO 81005  
Office: 719.553.2806  
Email: TShudell@pueblo.us

FOR OFFICE USE ONLY	
Date Submitted: _____	Staff Initials: _____
Amount Paid: _____	Date Paid: _____