



## Sponsorship and Advertising Terms and Conditions

1. **Statement of Purpose:** A sponsorship, advertisement, publication (each a “*Sponsorship*”) with the Park District of Oak Park is valuable for promoting and supporting the mission, vision, and values of the Park District.
2. **First-Come Opportunities:** The Park District offers opportunities for Sponsorships on a first-come, first-served basis to businesses, not-for-profit agencies, individuals, and organizations (each and “*Entity*”) that wish to have a presence with, and to support, the Park District.
3. **Sponsorship Packages:** A Sponsorship may include the right of the sponsor to have its name and logo displayed in promotional materials, at a program or event, in Park District publications, depending on the level of Sponsorship.
4. **Standards for Refusal:** The Park District reserves the right to refuse a proposed Sponsorship if the proposed Sponsorship:
  - a. Promotes a single political viewpoint;
  - b. Promotes a religion;
  - c. Encourages illegal activity;
  - d. Includes or promotes messages or themes that are false, discriminatory, slanderous, or libelous, or are hateful, threatening, offensive, vulgar, profane, pornographic, or obscene, as measured by the average person applying contemporary community standards;
  - e. Violates any local, Cook County, State of Illinois, or federal law or regulation;
  - f. Includes content that infringes on any copyrights, trademarks, or legal ownership rights; or
  - g. Cannot be accepted because there is no space for the proposed Sponsorship.
  - h. Sponsorships and Advertisements that are in direct competition with Park District programs or services.
5. **Selection and Location:** The Park District has final discretion for the selection of Sponsorships, presenters, moderators, entertainers, products, and events, programs, activities, logistics, layouts, and all other publication and display layouts and logistics.
6. **Sponsorship and Advertising Agreements:** The Park District may enter into Sponsorship and Advertising agreements in a form approved by the Park District.
7. **Commerce:** No Entity may engage in commercial activity on any Park District property or in any Park District facility.
8. **Cancellation by Park District; Rescheduling:** The Park District may cancel an event or activity at its discretion at any time. This discretion includes without limitation cancellation due to weather conditions and other unsafe conditions or circumstances. If an event or activity is canceled, then the Sponsorship fee will not be refunded to a Sponsor.



9. **Cancellation by Entity:** An Entity may cancel a Sponsorship by written notice delivered to the Park District not less than 60 days prior to the Event, the publication deadline, or the project deadline. The Park District will review the cancellation to determine eligibility for a full or partial refund depending on the delivery of Sponsorship benefits.
10. **Invoice Terms:** Sponsorship fees will be invoiced net 30 days by e-mail unless otherwise specified to the Entity.
11. **Payment:** Unless otherwise established in writing by the Park District, all Sponsorship payments must be received on or before 30 days after the Event.
12. **Late Fees:** A late fee of \$25.00 will be imposed on every payments that is 30 days or more past due. The Park District will initiate a collection process for every payment that is 90 days or more past due. The Park District may reject any proposed Sponsorship from an Entity that has past due payments.
13. **Logo Files:** Logos must be submitted to the Park District with the following specifications: Vector format (.EPS or .AI); High resolution pixel format (300dpi JPG file); Low resolution/large physical dimension pixel file (72dpi JPG file at 10" or larger in physical dimensions). If a logo is received and is unusable due to format, design, quality, or content, then corrected artwork may be submitted prior to the stated deadline. All logos are subject to final approval by the Park District.
14. **Banners:** Sponsorship banners must comply with venue-specified guidelines and must be pre-approved by the Park District.
15. **Certificate of Insurance:** The Park District may require a Certificate of Insurance from the Entity, naming the Park District as additional insured. The certificate must be endorsed and coverage must be consistent with Park District policy.
16. **Indemnification:** The Entity is required to indemnify the Park District and its Commissioners, officers, officials, employees, volunteers, and agents (collectively the "*Indemnified Parties*") from and against all claims, damages, losses, and expenses arising from or in any way connected with any act, omission, wrongful act, or negligence of the Entity or any persons connected with the Entity. The Entity also is required to indemnify the Indemnified Parties from and against all loss, expense, or damage to the Indemnified Parties arising out of the negligence, willful misconduct, or breach of the Sponsorship Agreement by the Entity.
17. **Exclusivity:** The Park District does not guarantee that any Sponsorship category will be exclusive to an Entity. The Park District in its discretion may offer exclusivity to a Presenting Sponsor.
18. **Relationship of Entity; Park District Logo:** The Entity is an independent entity and the Entity must not represent itself otherwise. The Entity may not act as, or claim to be, a spokesperson for or a representative of the Park District. The Entity may not use any Park District logo or other identification without the prior written consent of the Park District.
19. **Disclosure of Financial Relationships; FOIA:** The Park District may publicize to an Event audience (a) Entity funding of the event and (b) any significant relationship between the Park District and the Entity. The Park District's public records are subject to the provisions of the Freedom of Information Act.