



Sponsorship Application & Agreement

Hispanic Heritage Festival

Saturday, September 28, 2024, 12:00 p.m. to 6:00 p.m. - Riverfront Park

Thank you for your interest in being a sponsor of ¡Viva Salem! 2024. This City of Salem event is a celebration of Hispanic culture. Featuring live music, performances, artists, and vendors of food and crafts, ¡Viva Salem! is an event to enjoy and remember.

Purpose

This City of Salem event brings together our entire community to celebrate the beauty and rich cultural traditions of the Hispanic community during Hispanic Heritage Month. ¡Viva Salem! is building a strong foundation for celebrating the diverse cultures of some of Salem's most important building blocks. Thank you for your interest in sponsoring ¡Viva Salem!. The support from our sponsors helps make ¡Viva Salem! a meaningful reflection of the Hispanic heritage of our City.

Applicant Name: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Email: _____ Website: _____

I would like to (check all that apply):

Help bring ¡Viva Salem! to the Salem community by being a sponsor at the following level:

Amigos Platinum Gold Silver Bronze Chrome

Help bring ¡Viva Salem! to the Salem community by being a sponsor through the following kind contribution: _____ in-

Host an informational booth (Note: If you are wanting to host an informational booth without also being an event sponsor, please fill out the [Participant Application & Agreement](#))

How does your sponsorship and participation align with ¡Viva Salem's! purpose of celebrating Hispanic culture? _____

Describe what information and materials will be distributed at the information booth (if applicable). You may attach prepared materials if that is easier for you: _____

Participant Terms and Agreements

- I. I understand that the selection and placement of event sponsors is at the sole discretion of the City of Salem and the City’s ¡Viva Salem! Planning Committee. The City reserves the right to refuse a sponsorship or to assign space at the event at any time and at its sole determination. I understand that my request to sponsor the event will be evaluated separately from my request to host an informational booth, and that my acceptance as an event sponsor does not guarantee acceptance of my request to host an informational booth. The City’s ¡Viva Salem! Planning Committee will review sponsorship applications and assign spaces in the order they are received. Sponsors will be approved based upon the applicant’s alignment with the event purpose of celebrating the beauty and rich cultural traditions of the Hispanic community. Informational booths will be approved based upon whether the information and materials to be distributed align with the event purpose. The City does not guarantee booth assignments. Sponsors are prohibited from soliciting outside their assigned booth area. ¡Viva Salem! is a non-partisan event, as such the City will not be accepting sponsorship requests that are political in nature, including, sponsorships related to a political party or candidate for office.
- II. I understand that ¡Viva Salem! is the City of Salem’s celebration of the beauty and rich cultural traditions of the Hispanic community and that my sponsorship of the event and my participation in the event is for this limited purpose. I agree to sponsor and participate in the event only as set forth in this Sponsorship Application if approved. The City has the sole discretion in determining what is allowed at the event. I agree that I will not engage in commercial advertising/promoting off-site sales at the event. I agree to provide the City with any additional information requested by the City in determining whether to accept my application to sponsor the event and to participate in the event.
- III. I agree that if my sponsorship of the event is accepted by the City, I will provide the in-kind support set forth in this Sponsorship Agreement and/or cash support in the amount for the approved level of sponsorship as said amount is designated in Exhibit “A” which is attached hereto and incorporated herein by this reference. I understand that if my request to host an informational booth is denied, my request to sponsor the event will be considered withdrawn if I do not confirm in writing, within the time designated by the City, that I wish to sponsor the event without hosting an informational booth.
- IV. I understand that it is my obligation to prepare any and all materials that I would like the City to display at the event or elsewhere. I understand that these materials will only be displayed and otherwise utilized to acknowledge my sponsorship of the event and for no other purpose. My name and trademark may be allowed on the materials. Commercial slogans, contact information, website information, or other promotion of a business or entity is not allowed in the materials. The materials must be submitted to the City for approval as to form, content, and presentation, and shall be in final form upon submittal to the City. Approval of the form, content, and presentation of the materials by the City shall be at its sole discretion. The form, content, and presentation of these materials shall only be as approved by the City.

- V. I understand that my sponsorship is to support the City's ¡Viva Salem! event occurring in September of 2024. If the event does not occur for any reason, the City will provide me an opportunity to have any cash contribution refunded in full or in part or to have the cash contribution, in full or in part, placed into a dedicated fund used to support future events open to the public and occurring at City owned properties/facilities. If I do not respond to the City within the time designated by the City all cash contributions will be placed into a dedicated fund to support future events. I understand that refunds or returns will not be made for any reason for in-kind support.
- VI. I agree to abide by all federal, state, and local laws and ordinances, the policies of the City, the rules of the event, and the terms of this Sponsorship Agreement. I agree that if my sponsorship and participation in the event is in anyway contrary to federal, state or local law or ordinance, the policies of the City, the rules of the event, or the terms of this Sponsorship Agreement, or is in any manner hazardous, disruptive, or offensive to the public or other participants, I will immediately cease such conduct upon request of the City and may be asked to leave the event, have all of my sponsorship materials removed from being displayed at the event and elsewhere, and my sponsorship of the event no longer mentioned or otherwise recognized, and my sponsorship funds and materials will not be refunded or returned.
- VII. I agree to uphold the policy of the City to eliminate discrimination based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, housing status, and source of income. The City finds that such discrimination poses a threat to the health, safety and general welfare of the citizens of Salem and menaces the institutions and foundation of our community. It is the intent of the Council to supplement the state protections against discrimination. Furthermore, it is the intent of the City, in the exercise of its powers for the protection of the public health, safety, and general welfare and for the maintenance of peace and good government, that every individual shall have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in employment, housing, and public accommodations be removed.
- VIII. I recognize that my sponsorship of and participation in the event is not intended to and does not make me an agent of the City. I agree to indemnify, defend, and hold harmless the City of Salem, its officers, agents, employees, and volunteers, from any and all liability for any and all claims, demands, suits, damages, losses, and expenses, including legal fees, arising from or in any way connected with my sponsorship of and participation in the event, including but not limited to, the actions of my officers, employees, agents, and volunteers.
- IX. I agree to be liable to the City for any and all damage, beyond normal wear and tear, to any park, facility, building, equipment, furniture, and any other real property and personal property, owned or controlled by the City, which results from my sponsorship and participation in the event.
- X. I agree and represent that I have insurance sufficient to cover my liabilities. If requested, you will provide a Certificate of Insurance to the City in an amount and form acceptable to the City.
- XI. I understand that the failure of the City to give notice of, or seek a remedy for, any breach of this Sponsorship Agreement, or to insist on strict performance of the terms and obligations hereunder, shall not reduce, impair, or affect the City's right to later seek such remedy or insist on such performance with respect to the same or any other violation or failure.
- XII. Except as otherwise provided herein, I understand that there are no refunds or rain checks for any reason. The City reserves the right to refuse a sponsorship and booth space at its sole determination. I understand that sponsorships and booth space are approved and assigned according to the selection process outlined above. I understand and agree to abide by all the terms and conditions contained in this Sponsorship Agreement. If these terms and conditions are not followed, in addition to any other rights,

remedies, and penalties available to the City, the City may, at its sole discretion, close my booth, require me to remove all of my personal property from the event, require me to leave the event, have all of my sponsorship materials removed from being displayed at the event and elsewhere, no longer mention or otherwise recognize my sponsorship of and participation in the event, and my sponsorship funds and in-kind support and participation materials will not be refunded or returned.

My signature below indicates understanding, acknowledgement, and agreement with all statements, terms, and provisions contained in this Sponsorship Agreement.

Applicant Signature: _____ Date: _____

Print Name: _____

CITY OF SALEM USE ONLY

Received Date: _____

Reviewed By: _____ Date: _____

Sponsorship

Approved By: _____ Date: _____

Print Name: _____

Information Booth

Approved By: _____ Date: _____

Print Name: _____

Exhibit A

Sponsorship Levels	Amigos \$5,000	Platinum \$3,500	Gold \$2,500	Silver \$1,000	Bronze \$500	Chrome \$250
Sponsorship banner located on stage prime top fence						
Sponsorship recognition on all printed materials including Viva Salem t-shirts						
Sponsorship recognition on digital billboards						
VIP information booth placement at event (if requested & approved)						
Sponsorship banner located on ramp next to stage						
Spotlight mention between each act						
Spotlight mention at beginning and end of event						
Spotlight mention at end of event						
Sponsorship banner on black iron fence by Minto Brown Island Bridge						
Sponsorship recognition on social media						
Sponsorship recognition on Viva Salem website, informational booth space at event (if requested & approved)						

***All banners provided by sponsors.**
City staff will place banners at event locations noted above the day of event.
Banners may be no larger than 3'x 8' and must be on a vinyl, mesh, canvas, or fabric material.