



***“Celebrating jazz and nurturing the human spirit, one event at a time.”***

*The 5<sup>th</sup> Annual 2018 SLO Jazz Festival in Mission Plaza  
San Luis Obispo, CA on Friday - Saturday, May 18-19, 2018*

SLO Jazz Festival Sponsorship and Membership Terms of Agreement, updated Rev. 5.0 Dec. 28, 2017  
**Terms of Agreement:**

The signed party or company (“party”) agrees to defend, indemnify and hold harmless SLO Jazz Festival, Inc., the City of San Luis Obispo, the Museum of Art, The History Center of San Luis Obispo, Mission Prep, the City of Atascadero, the City of Pismo Beach, the City of Paso Robles, the City of Morro Bay, the City of Arroyo Grande, the City of Nipomo, the San Luis Obispo School District, Cuesta College, Giovanni’s Fish Market, STAX Wine Bar, and Mission De Tolosa, and its corporate affiliates, successors and assigns their officers, directors, employees, agents and representatives from any and all damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees, which may be incurred by any or all of them arising out of any claims or suits that may be brought against any of them by reason of: Any personal injuries or property damages caused by or resulting from the activities carried on during the 2018 Fall Festival, 2018 Summer Jazz Workshop, and/or 2018 SLO Jazz Festival or in connection therewith, except for the negligent and willful action of the above signed employees, contractors or agents. Any disputes will be settled via arbitration.

LET IT ALSO BE KNOWN that the SLO Jazz Festival is not liable for any failure to perform hereunder resulting from unforeseen events or circumstances beyond their control including, but not limited to, any delay, postponement or cancellation due to adverse weather, other natural catastrophes, labor disputes, strikes, wars, riots, insurrections, civil commotion, fire, flood, accident, acts of God, or other conditions beyond their control. SLO Jazz Festival reserves the right to modify any proposed date, location, or artist for the Jazz Festival and our events in order to best serve the Jazz Festival and our participating sponsors.

If Company Sponsorship: upon submitting payment for sponsorship, company agrees to allow SLO Jazz Festival to utilize company logo as provided by company for marketing purposes of the SLO Jazz Festival through 2019, to include signage, posters, shirts, handbills, media, verbal discussion, and in social media mentions.

SPONSORSHIP TERM: All sponsorships are for the current SLO Jazz Festival, Fall Fest, or Summer Jazz Workshop, unless noted otherwise. All TOP SLO Jazz Festival sponsorships (Presenting, Title, Opening Night, Headlining Artist Opening Night, Headlining Artist Saturday, and STAGE Sponsorships) which are all \$10K and above positions are a 3-year term, minimum, unless otherwise noted, meaning the sponsor will contribute each year for 3 years in the amount of \$10K or above, depending upon position selected. Sponsorship benefits may vary by year, but in general favor the sponsor for any changes made during this 3-year term for top positions.

SLO Jazz Festival, Inc. and the signed company hereby agree to all responsibilities and benefits as stated above and will promote each other to the best of their ability and within the guidelines of LETTER OF AGREEMENT leading up to and during the SLO Jazz Festival. Upon submitting payment to the Jazz Festival for sponsorship and/or membership, this agreement is binding upon receipt of such payment and/or pledge to pay by Party.

**SLO Jazz Festival, Inc.**  
805-459-6939  
info@slojazzfest.org

**a 501(c)3 non-profit organization**  
Agreement Terms

**FED Tax ID: 27-2625815**  
1864 Atlantic City Avenue, Suite B  
Grover Beach, CA 93433