



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

*The 5th Annual 2018 SLO Jazz Festival in Mission Plaza
San Luis Obispo, CA on Saturday, May 19, 2018*

SLO Jazz Festival Sponsorship and Membership Terms of Agreement, updated Rev. 3.5 June 13, 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, 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 2017 Fall Festival, NYE Extravaganze, 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.

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 for the 2017 Fall Fest and/or SLO Jazz Festival through 2019, to include signage, posters, shirts, handbills, media, verbal discussion, and in social media mentions.

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. This includes tickets and/or promises to members for memberships and pledges or donations.

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.