



BEND OKTOBERFEST BEER SPONSORSHIP AGREEMENT

This Agreement is between Downtown Bend Business Association (“COMPANY”), located at 916 NW Wall Street, and _____ (“SPONSOR”), located at _____.

The Bend Oktoberfest (“EVENT”) is a free community event to *raise funds for beautification efforts like flower basket program, holiday decoration, bike racks, landscaping, daily cleaning & other special projects*. These activities help keep Downtown Bend vibrant. Time and date for this year’s EVENT is: Saturday, September 18, 2021 through Saturday, September 25, 2021.

Downtown Bend Business Association desires to designate _____ as a Beer Sponsor for Bend Oktoberfest, and _____ desires to be designated as a Beer Sponsor for Bend Oktoberfest. Now, therefore, the Parties agree to the terms and conditions set forth below:

1. SPONSOR

- A) SPONSOR’s name and logo shall be featured in the following event and media promotions provided SPONSOR submits material by due dates specified in this section below. Failure to provide materials by the due dates outlined below shall result in forfeiture of such promotions.
- i) Advertising on the Bend Oktoberfest web page;
 - SPONSOR shall provide its *advertisement to COMPANY no later than 2 weeks from the signing of this Agreement by SPONSOR.*
 - ii) Advertising on both the Downtown Bend and Bend Oktoberfest Facebook pages;
 - SPONSOR shall provide its *advertisement to COMPANY no later than 2 weeks from the signing of this Agreement by SPONSOR.*
 - iii) SPONSOR’S name mentioned in radio advertising;
 - iv) Logo on event promotion including handbills, brochures and posters in downtown shop windows before EVENT;
 - v) Logo shall appear twice (30 second intervals) on LED Screen during EVENT5+/- minutes to allow proper and natural flow);
 - vi) Two on-stage mentions during EVENT;
 - vii) SPONSOR supplied Booth at Oktoberfest located on the Oregon end of Brooks Promenade (optional). Should SPONSOR choose to have a booth at EVENT as indicated below (SPONSOR’S

initials), SPONSOR shall complete the Vendor application.

Sponsor intends to have a booth at EVENT

Sponsor will not have a booth at EVENT

Any business serving alcohol along the Brooks Promenade Oktoberfest footprint must complete a special event application & applicable fee with the OLCC in order for your customers to leave your establishment with their drink and enter into the Bend Oktoberfest festival footprint. If you have any questions, call Terry at terry.hutton@oregon.gov/ 541-969-6421). This is the responsibility of each individual business, and the DBBA releases all liability regarding this process."

B) SPONSOR shall also receive the following provided SPONSOR submits material by due dates specified in this section:

- i) Six ads or news stories throughout the year on the Downtown Bend web page
 - SPONSOR shall provide its *advertisement or news story* to COMPANY no later than close of business on the following dates:
 - November 1, 2021
 - December 1, 2021
 - January 1, 2022
 - March 1, 2022
 - May 1, 2022
 - July 1, 2022
- ii) Twelve ads throughout the year on Downtown Bend social media. Choose from Facebook, Twitter and Instagram.
 - SPONSOR shall provide its *advertisement and social media selection* to COMPANY no later than close of business on the following dates:
 - September 1, 2021
 - October 1, 2021
 - November 1, 2021
 - December 1, 2021
 - January 1, 2022
 - February 1, 2022
 - March 1, 2022
 - April 1, 2022
 - May 1, 2022
 - June 1, 2022
 - July 1, 2022
 - August 1, 2022

2. PAYMENT

A) In exchange for the aforementioned, SPONSOR agrees to the following:

- i) SPONSOR shall provide COMPANY with high resolution jpg logos for marketing;
- ii) SPONSOR agrees to accept Oktoberfest Tokens (“Tokens”) from Saturday, September 18, 2021 through Saturday, September 25, 2021 as payment in full from customer for the following beers: _____, _____, and _____ (collectively “Oktoberfest Beers”). Each Token shall be accepted from the customer in lieu of a cash payment for the Oktoberfest Beers at SPONSOR’S following locations:

Business Name

Address

Business Name

Address

- iii) Post-event (by Friday, October 15th), COMPANY will pay SPONSOR the following exchange rate for all Tokens that SPONSOR has collected:
- a) The first _____ (xxx) Tokens accepted by SPONSOR shall be donated to COMPANY at no cost to COMPANY. The remaining Tokens received by the SPONSOR shall be exchanged by COMPANY after the EVENT at SPONSOR'S wholesale price of \$_____/Token.
 - b) SPONSOR shall return ***all*** Tokens collected to COMPANY no later than Thursday, September 30, 2021. COMPANY will deduct the _____ (xxx) donated Tokens from the total Tokens returned, and payment will be issued to SPONSOR no later than October 15, 2021.
 - c) SPONSOR has the option to provide COMPANY with the following for the Oktoberfest Beers no later than Wednesday, September 1, 2021:
 - o Beer descriptions;
 - o High-resolution image of the Oktoberfest Beers;
 - o Logos or marketing tools
 - d) SPONSOR shall make attempts to repost media in which it is tagged.
- iv) SPONSOR shall train all staff (including but not limited to hostesses, servers, bartenders, and managers), and keep staff current about the EVENT and the Token system;
- v) At each and every pre-shift from September 11, 2021 through September 25, 2021, SPONSOR shall ensure its managers are verbally notifying staff of the EVENT and the Token system using the following script:

"From open on September 18th to close on September 25th, we will be accepting Oktoberfest tokens. Each token can only be accepted in exchange for one of these beers _____, _____, _____ and nothing else. Tokens cannot be used to pay for anything other than these beers (no food, other beers, cocktails etc.)."

3. CONTACT INFORMATION

SPONSOR:

Name: _____

Address: _____

Phone: _____

Email: _____

COMPANY:

Name: Hayden David

Address: 916 NW Wall Street, Bend OR 97703

Phone: 541-788-3628

Email: hayden@downtownbend.org

4. INDEMNIFICATION

- A) SPONSOR shall indemnify and hold harmless 2021 Bend Oktoberfest, Downtown Bend Business Association, The City of Bend, Oregon, and their respective employees, directors, officers, agents, volunteers, and other persons acting on their behalf from SPONSOR's performance, including any and all loss, damages or expenses caused by negligent acts, statements, errors or omissions of SPONSOR and its agents.
- B) SPONSOR shall indemnify, defend and hold harmless, the 2021 Bend Oktoberfest, Downtown Bend Business Association, The City of Bend, Oregon, and their respective employees, directors, officers, agents, volunteers, and other persons acting on their behalf from and against any and all claims, liability (including without limitation any taxes, penalties, interest, costs, or attorney fees) actions, suits causes of action, or demands which arise or are in any way connected with the acts or omissions of SPONSOR, SPONSOR employees, directors, officials, agents, volunteers, or persons acting on SPONSOR's behalf.
- C) It is the responsibility of SPONSOR to ensure alcoholic beverages are not served or sold to minors within its establishment and/or at its booth during the EVENT. SPONSOR shall check customers' identification to verify legal age requirement. SPONSOR releases 2021 Bend Oktoberfest, Downtown Bend Business Association, The City of Bend, Oregon, and their respective employees, directors, officers, agents, volunteers, and other persons acting on their behalf from all liability regarding this process. Indemnification as specified herein Sections 4 A and B shall apply.

5. CONFLICT RESOLUTION

A) Mediation

If a dispute arises relating to this Agreement, the parties will follow this procedure before pursuing any other remedy:

- i) The parties will promptly meet to attempt, in good faith, to negotiate a resolution of the dispute.
- ii) If, within thirty (30) days after that meeting, the parties have not resolved the dispute, they will submit the dispute to good faith mediation in accordance with the rules of the Uniform Mediation Act of the American Bar Association and will bear equally the costs of the mediation.
- iii) After a mediator is appointed, the parties will participate in good faith in the mediation. If the dispute is not resolved within thirty (30) days, it will be settled by binding arbitration and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. In any arbitration, the prevailing party shall be entitled to the costs of arbitration, reasonable attorney fees and disbursements, including attorney fees in collecting or enforcing any judgment order or decree. The laws of the State of Oregon shall govern this Agreement. Venue shall be in the city of Bend, Oregon.

6. MISCELLANEOUS

- A) Postponement or cancellation of the Bend Oktoberfest for any reason beyond the control of COMPANY shall not constitute cause for any reimbursement. Acts beyond COMPANY'S reasonable control include

but are not limited to: earthquakes, fires, floods, epidemics, pandemics, quarantine, wars, civil or military disturbances, acts of terrorism, riots, power failure, or acts of God.

- B) This Agreement is non-transferable to SPONSOR's property, agent or subsidiary.
- C) Each of the parties hereto is an independent contractor. Neither party shall have the authority to act on behalf of the other or to incur obligation on behalf of the other unless expressly authorized.
- D) If suit or action is instituted to enforce this Agreement or to determine any matter in controversy regarding this Agreement, the prevailing party shall be entitled to recover such sums as the court may judge reasonable attorney fee,
- E) Neither party shall without written authorization from the other party disclose to any third party the terms and conditions of this Agreement except as may be necessary to establish or assert rights hereunder or required by law; provided however, either party may on a confidential basis disclose this Agreement to officials, officers, accountants, attorneys or other individuals within each other's organizations on a "need to know" basis.
- F) SPONSOR understands it may not be asked to participate in future Downtown Bend Business Association events if it is in violation of 2021 Bend Oktoberfest policies and SPONSOR shall not be entitled to a refund.

8. COMPLETE AGREEMENT

This Agreement sets forth the entire agreement between the parties, and takes the place of all prior verbal or written communication concerning the subjects of the Agreement. This Agreement may not be altered, modified or changed in any way by either of the parties without the prior written consent of the other party.

Agreed to this _____ day of _____, 2021 by individuals duly authorized on behalf of each party.

SPONSOR Name

Authorized Signer – Printed Name

Title

Signature

Date

DOWNTOWN BEND BUSINESS ASSOCIATION

Authorized Signer – Printed Name

Title

Signature

Date