

11th Annual Route 66 Pecan and Music Festival

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between The Nut House at 26677 S Highway 66 Claremore, OK 74019 ("The Nut House") and the sponsor identified below ("Sponsor").

RECITALS

The Nut House is hosting the following event: The 11th Annual Route 66 Pecan and Music Festival at 26677 S Highway 66 Claremore, OK on October 26-27, 2019 and Sponsor desires to sponsor the Event. In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. The Nut House Obligations

In consideration for Sponsor's participation in the Event, The Nut House shall provide the Sponsor the benefits set out in Appendix A, which is incorporated and hereby made a part of this Agreement.

2. Sponsor Obligations

For its participation as a Sponsor in the Event, Sponsor shall pay to The Nut House a fee (the "Sponsorship Fee"), of \$350. The Sponsorship Fee is payable to The Nut House and due on the date of Agreement signing.

3. Sponsor Trademarks/Sponsor Materials

Subject to the terms and conditions of this Agreement, Sponsor grants to The Nut House the right to use Sponsor's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to The Nut House by Sponsor ("Sponsor Materials"), in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Event and in accordance with Sponsor's trademark usage guidelines.

4. Indemnity

4.1 The Nut House shall not be responsible for any loss of or damage to property of Sponsor, its employees, agents, contractors or assigns nor for any personal injury to Sponsor's officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of The Nut House, its directors, officers, and/or employees.

4.2 Sponsor shall indemnify, defend, and hold The Nut House harmless from and against any claims arising out of, or relating directly or indirectly to, content on their respective web sites, use of Sponsor's trademarks and logos, and Sponsor Materials.

4.3 Sponsor will give The Nut House prompt written notice of any claim or suit coming within the purview of these indemnities.

5. Limitation of Liability

Except with respect to Section 8.3, in no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages. Notwithstanding anything else in this Agreement, The Nut House liability for any claim against The Nut House shall not exceed the Sponsor's Sponsorship Fee as stated in paragraph 2.

6. Representations

Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.

7. Term and Termination

7.1 Term. Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through November 3, 2019 one week past the event date, unless earlier terminated as otherwise provided in this Agreement (the "Term").

7.2 Termination by The Nut House. The Nut House shall be entitled to cancel the Event and/or terminate this Agreement at any time for any reason. In the event The Nut House terminates this Agreement for any reason other than Sponsor's breach The Nut House shall refund any fees received from Sponsor, and at Sponsor's expense, return any materials, and equipment, hardware and/or software loaned by Sponsor for the Event.

7.3 Termination by Sponsor; Effect of Termination

a) Sponsor may terminate this Agreement for breach by The Nut House after giving The Nut House at least ten (10) days prior written notice specifying the nature of the breach, and giving The Nut House no less than ten (10) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the tenth day. If breach occurs fewer than ten (10) days prior to the Event, Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event.

b) If the Nut House terminates this Agreement for Sponsor's breach, The Nut House shall retain any fees received from Sponsor which fees shall be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of Sponsor shall be returned at the end of the Event and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination.

c) If Sponsor terminates for The Nut House breach, Sponsor shall be entitled to seek a full refund of any fees paid and for the return of any equipment, materials and hardware or software of Sponsor.

7.4 Survival. In the event of termination or expiration of this Agreement, paragraphs 4, 5, 6,7 and 8 shall survive.

8. Miscellaneous

8.1 Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent by fax as indicated by a fax confirmation sheet; and sent to the address in the recitals. Sponsor agrees to send a copy of any notices, via email to: nuts@66nuts.com.

8.2 Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

8.3 Confidentiality. Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement. Each party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement.

8.4 Governing Law/Jurisdiction. This Agreement shall be governed and interpreted in accordance with the laws of the State of Oklahoma. Sponsor consents to the exclusive jurisdiction and venue of the courts in State of Oklahoma.

8.5 Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.

The Sponsor agrees to purchase a sponsorship package for \$350.00

The parties have executed this Agreement as of the date set out below:

The Nut House and (SPONSOR)

(Corporate Sponsor Name)

Signature: _____

Please print name: _____

Title: _____

Date: _____

The Nut House
26677 S. Highway 66
Claremore, OK 74019

Signature: _____

Please print name: _____

Title: _____

Date: _____

Appendix

Route 66 Pecan and Music Festival

October 26-27, 2019

Sponsor Benefits

- A 10'x10' Event Booth for Sponsor to Promote their Business
- Inclusion of Sponsor Logo on Event Website Pages
- Inclusion of Sponsor Logo on All Printed Material for the Event
- Free Breakfast for Sponsor Booth Employees