



LOVELAND FIRE & ICE FESTIVAL PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") entered into by and between **Blazen Illuminations, LLC on behalf of the Loveland Fire and Ice Festival** and _____ (the "Company") effective _____ (the "Effective Date").

NOW THEREFORE, in consideration of promises and mutual undertakings contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Partnership Fee.

- 1.1. Amount. Company shall pay to Blazen Illuminations a Partnership fee in the amount of **\$500.00** (the "Partnership Fee").
- 1.2. Payment Schedule. The Partnership Fee shall be payable as follows:

On or before November 30, 2016 for the full amount of \$500.00

2. Advertising/Partner Package.

For payment of the aforementioned Partnership Fee by the Company to Blazen Illuminations, the Company shall receive the advertising and "Partnership" package specified in 2.1 and in turn, the Company will provide the Loveland Fire and Ice Festival what is specified in 2.2 below:

- 2.1. Promotion of _____ as a **Downtown Business Partner** through the Loveland Fire and Ice Festival will occur through the Loveland Fire and Ice Festival website and all social media sites by use of the Company's Mark. Digital signage will be placed throughout the Loveland Fire and Ice Festival location and will recognize/promote that the **Loveland Fire & Ice Festival** is presented in part by _____ by use of the Company's Mark. Additional recognition and promotion as a Downtown Business Partner will occur through the Loveland Fire and Ice Festival mobile app by use of the Company's Mark.
- 2.2. The Company will co-promote the Loveland Fire and Ice Festival on all social media and place the promotional flyer provided by Blazen Illuminations in a highly visible location within their downtown business.

3. Term.

- 3.1. Term. This Agreement shall commence upon the Effective Date and, shall continue through the completion of the Loveland Fire and Ice Festival on February 12, 2017.

4. Production Materials and Content.

- 4.1. The Company shall provide the Content, including, but not limited to, camera-ready or digital artwork, and the Company's trademark(s)/logo

5. Trademarks.

- 5.1. License to Blazen Illuminations and the Loveland Fire and Ice Festival. The Company hereby grants to Blazen Illuminations and the Loveland Fire and Ice Festival a limited, non-assignable, non-exclusive, royalty-free license to use the Company's trademark(s) (the "Company's Marks") in any publicity or marketing materials during the Term of this Agreement for the purpose of acknowledging the Company's Partnership with Blazen Illuminations and the Loveland Fire and Ice Festival.
- 5.2. License to Company. Blazen Illuminations hereby grants to the Company a limited, non-assignable, non-exclusive, royalty-free license to use the Loveland Fire and Ice Festival's trademark(s) (the "Festival's Marks") during the Term of this Agreement for the purpose of promoting the Company's Partnership with the Loveland Fire and Ice Festival, provided such use complies with the reasonable usage requirements stated below:
 - 5.2.1. Festival's Marks will not be altered in any way.
 - 5.2.2. Festival's Marks will be used for promotion on the Company's social media, website and approved printed material.
- 5.3. Approval. Neither party shall use the other party's Marks other than what is written in this Agreement without prior approval.
- 5.4. Mutual Provisions. Each party recognizes and acknowledges the other party's exclusive ownership of its own Marks. Each party's Marks may be used by the other party only as authorized in this Agreement or separate reasonable written usage requirements. Neither party shall claim, directly or indirectly, any right, title or interest in or to the other party's Marks, or take any other action adverse to the other party's right or interest in its own Marks. Each party represents and warrants to the other that its Marks do not infringe the copyright, trademark or other rights of any third party.
- 5.5. Termination of Use. Authorized use of the party's Marks shall terminate at the end of this Agreement.

6. Default and Remedies.

- 6.1. **Default by Company.** The Company acknowledges that if it does not meet the payment schedule as outlined in this Agreement, or if the Company is in default under any other provision of this Agreement, Blazen Illuminations may remove the Company's advertisements, publicity materials and Content, and the Company shall still remain liable for the full Partnership Fee, together with attorney's fees and costs incurred by Blazen Illuminations. Interest shall accrue on any unpaid balance at the rate of 5% per month until paid in full.
- 6.2. **Default by Blazen Illuminations and the Loveland Fire and Ice Festival.** The Company acknowledges and agrees that its sole and exclusive remedy for the default or breach of this Agreement by Blazen Illuminations shall be the return of the Partnership Fee which has been paid.

7. General Provisions.

- 7.1. No Joint Venture. This Agreement will not create a joint venture, partnership, or a relationship of principal and agent or of employer and employee between the parties. Neither party shall have the right to obligate or bind the other party in any manner whatsoever.
- 7.2. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or its breach, shall be resolved by binding arbitration in Colorado administered by the American Arbitration Association in accordance with its then prevailing Commercial Arbitration Rules. Judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court of competent jurisdiction. The arbitrator(s) shall award reasonable attorney fees and costs to the prevailing party.

- 7.3. Entire Agreement. This writing, contains the entire agreement of the parties, and supersedes and replaces all prior and contemporaneous oral or written agreements, understandings and communications with respect to the subject matter hereof. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any term of this Agreement, unless done in writing and signed by an executive officer of the respective parties.
- 7.4. Governing Law. This Agreement shall be governed by the laws of the State of Colorado, without reference to its choice of law rules.
- 7.5. Binding effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and permitted assigns.
- 7.6. Hold Harmless. Anything in the Agreement to the contrary notwithstanding, Company shall indemnify and hold Blazen Illuminations fully harmless against any loss, damages, claims, penalties, or expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligent or intentional acts or omissions of Company, and for which recovery is sought against Blazen Illuminations by that third party. Company also shall indemnify Blazen Illuminations for any costs and reasonable attorney's fees sustained or incurred by Blazen Illuminations in the defense of any such third party claim.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

COMPANY

BLAZEN ILLUMINATIONS

Company Name

Heather Williamson
Event Design & Development
2008 Leila Drive
Loveland, CO 80538
Phone: (800) 980-4155 ext. 101
Email: heather@blazenlights.com

Representative Name

Company Address

Phone

Representative Email

Signature

Signature

Date Signed

Date Signed