

SMOKESTACK Theatre Company

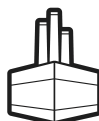
319 Lynn Street, Danville, VA

This Sponsorship Agreement known hereafter as the "Agreement" is executed on this _____ Day of _____, _____ between _____, known hereafter as the "Sponsor" and Smokestack Theatre Company, known hereafter as "STC."

Terms of Agreement

1. Obligations of STC

- **\$10,000 Sponsorship** - Business logo on STC website. Business logo on STC brochures. Does not apply to brochures printed prior to this agreement. Full page ad (5"x8") with hyperlink to business website in all show programs. Full screen ad within Lobby Slideshow loop during all Smokestack events. One (1) social media post per month (5k followers and growing). Logo on all posters. Four (4) tickets to "Main Stage" VIP Preview Nights as well as early access to the bar (VIP Lounge) before all shows and reserved seating upon request (Email tickets@thesmokestack.org to request reserved seating, pending availability). Physical tickets will be provided and must be presented at the door. These may be used by anyone including employees and clients and we recommend using them for prize giveaways to further market your business. Perks are for shows falling within a year from the date of this agreement, unless renewed the following year with a new agreement and sponsorship payment.
- **\$5,000 Sponsorship** - Business logo on STC website. Business logo on STC brochures. Does not apply to brochures printed prior to this agreement. Half page ad (5"x3.93") in all show programs. One (1) social media post per month (5k followers and growing). Two (2) tickets to "Main Stage" VIP Preview Nights as well as early access to the bar (VIP Lounge) before all shows and reserved seating upon request (Email tickets@thesmokestack.org to request reserved seating, pending availability). Physical tickets will be provided and must be presented at the door. These may be used by anyone including employees and clients and we recommend using them for prize giveaways to further market your business. Perks are for shows falling within a year from the date of this agreement, unless renewed the following year with a new agreement and sponsorship payment.
- **\$2,500 Sponsorship** - Business logo on STC website. Business logo on STC brochures. Does not apply to brochures printed prior to this agreement. Quarter page ad (2.43"x3.93") in all show programs. Four (4) social media posts (5k followers and growing). Access to purchase tickets to "Main Stage" VIP Preview Nights, early access to the bar (VIP Lounge) before all shows, and reserved seating upon request (After purchasing tickets, email tickets@thesmokestack.org to request reserved seating, pending availability). Access shared via private link and may be shared with any employees or clients. This is a great way to provide perks to employees or clients or use as prize giveaways to further market your business. Perks are for shows falling within a year from the date of this agreement, unless renewed the following year with a new agreement and sponsorship payment.
- **\$1,000 Sponsorship** - Quarter page ad (2.43"x3.93") in all "Main Stage" programs. One (1) social media post (5k followers and growing). Perks are for shows falling within a year from the date of this agreement, unless renewed the following year with a new agreement and sponsorship payment.
- **\$50+ Sponsorship** - One (1) social media post between today and December of the current season.



2. Obligations of Sponsor

The Sponsor agrees to pay the amount selected in section 1 within thirty (30) days of today's date unless a payment plan has been arranged. Marketing may not begin until full payment is received and only applies to events dated after the final payment date. This Agreement can be filled out digitally and emailed to info@thesmokestack.org and an invoice will be emailed to Sponsor which provides multiple payment options online. The form can also be printed, signed, and mailed or we are happy to arrange a time to come pick up paperwork and a check from your location. Call 434.549.5445, email info@thesmokestack.org, or visit our location for assistance with sponsorships.

Checks should be made out to:

Smokestack Theatre Company
319 Lynn Street
Danville, VA 24541

3. Sponsor Trademarks and Materials

Subject to the terms and conditions of this agreement, the Sponsor grants STC the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed by STC. STC agrees to use materials according to Sponsor's trademark usage guidelines, if applicable.

The sponsor agrees to offer the following materials for marketing and promotional purposes:

One (1) High resolution logo file in JPEG or PNG format.

One (1) Quarter (2.43"x3.93"), Half (5"x3.93"), or Full (5"x8") page ad according to sponsor tier.

STC may request edits to provided ad to maintain branding and program style. Should a logo or ad not be provided, STC will not be liable for inclusion of logos or ads in any materials both physical and digital. If Sponsor would like STC to create an ad, please provide general information to be included or STC will utilize information from Sponsor website. Sponsor may provide new ads for each show and STC will update ads so long as they are provided within (5) business days of the event date. Perks from each tier do not apply to materials created prior to this agreement.

4. Indemnity

4.1 Sponsor will indemnify, defend, and hold STC harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on the Sponsor's respective website or social media sites, use of Sponsor's materials, or use of Sponsor's logos and trademarks.

4.2 Sponsor will give STC prompt written notice of any suit or claim that comes within the purview of these indemnities.

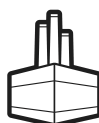
5. Limitation of Liability

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.

6. Term and Termination

6.1 This Agreement shall be valid for the period of one year from today's date and is renewable annually with payment.

6.2 STC may terminate this Agreement at any time for any reason. In the event that STC terminates this agreement for any reason other than Sponsor's breach of agreement, STC shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for use by STC.



6.3 The Sponsor may terminate this Agreement for breach of Agreement by STC after giving STC at least ten (10) days prior written notice specifying the nature of the breach and giving STC at least ten (10) days to resolve such breach.

7. Miscellaneous

7.1 This Agreement will supersede any or all prior oral or written forms of understanding between the Sponsor and STC. This Agreement may not be amended or modified except when one or both parties execute amendments in writing and amendments are signed by both parties.

7.2 This Agreement shall be governed by and executed in accordance with the laws of the state of Virginia applicable to agreements made and to be performed entirely within the state.

7.3 The terms and conditions of this Agreement shall not be divulged to any third party without prior written approval from both parties.

In witness whereof, STC and Sponsor hereby agree to enter into this Agreement on the day and year first written above by affixing their respective signatures below.

[Signature of Sponsor Representative]

[Signature of STC Representative]

[Printed Name & Title of Sponsor Representative]

[Printed Name & Title of STC Representative]

[Date]

[Date]

