

2023 Season Sponsorship Agreement

Smokestack Theatre Company
319 Lynn Street
Danville, VA 24541

Revised on November 30, 2022

This Sponsorship Agreement known hereafter as the "Agreement" is executed on this _____ Day of _____, 2022 between _____, known hereafter as the "Sponsor" and Smokestack Theatre Company, known hereafter as "STC."

Terms of Agreement

1. Obligations of STC

(Check One)

- \$15,000 Sponsorship - Headliner** - Business advertisement on "HOME" page of STC website for remainder of 2023 season. Business logo on "ABOUT/SPONSORS" page of STC website and sponsors page of programs for remainder of 2023 season. Business logo on STC brochures for 2023. Does not apply to brochures printed prior to this agreement. Full page ad (5"x8") in all programs for 2023 season including "Main Stage" productions, *Channeling Grimm*, and *Ghosts & Gravestones*. One (1) social media post per month between today and December 2023. Logo on all posters for the remainder of 2023 Season. Headline sponsor of one (1) available event; "EVENT NAME presented by SPONSOR" on programs, posters, and event listings. Please check one (1) selection below. Eight (8) complimentary tickets with reserved seating to the chosen selection. Four (4) complimentary tickets to any other "Main Stage" productions not selected. Tickets and seating must be selected one week prior to chosen performance.
 - Summerstack Youth Production: Channeling Grimm*
 - Ghosts & Gravestones*
- \$10,000 Sponsorship - Director** - Business advertisement on "HOME" page of STC website for remainder of 2023 season. Business logo on "ABOUT/SPONSORS" page of STC website and sponsors page of programs for remainder of 2023 season. Business logo on STC brochures for 2023. Does not apply to brochures printed prior to this agreement. Full page ad (5"x8") in all programs for 2023 season. One (1) social media post per month between today and December 2023. Logo on all posters for the remainder of 2023 Season. Two (2) complimentary tickets with reserved seating for each "Main Stage" production to include: *To Kill a Mockingbird*, *Clue*, *Misery*, and *It's a Wonderful Life: A Live Radio Play*. Tickets and seating must be selected one week prior to chosen performance.
- \$5,000 Sponsorship - Producer** - Business logo on "ABOUT/SPONSORS" page of STC website and sponsors page of programs for remainder of 2023 season. Business logo on STC brochures for 2023. Does not apply to brochures printed prior to this agreement. Half page ad (5"x3.93") in all programs for 2023 season. One (1) social media post per month between today and December 2023. Two (2) complimentary tickets with reserved seating for each "Main Stage" production to include: *To Kill a Mockingbird*, *Clue*, *Misery*, and *It's a Wonderful Life: A Live Radio Play*. Tickets and seating must be selected one week prior to chosen performance.

- \$2,500 Sponsorship – Associate Producer** - Business logo on “ABOUT/SPONSORS” page of STC website and sponsors page of programs for remainder of 2023 season. Business logo on STC brochures for 2023. Does not apply to brochures printed prior to this agreement. Quarter page ad (2.43”x3.93”) in all programs for 2023 season. Four (4) social media posts between today and December 2023.
- \$1,000 Sponsorship - Stagehand** - Business logo on “ABOUT/SPONSORS” page of STC website and sponsors page of programs for remainder of 2023 season. Quarter page ad (2.43”x3.93”) in all “Main Stage” programs for 2023 season. One (1) social media post between today and December 2023.
- \$500 Sponsorship - Patron** - Business logo on “ABOUT/SPONSORS” page of STC website and sponsors page of programs for remainder of 2023 season. Quarter page ad (2.43”x3.93”) in programs for one (1) show of your choice; please select below. One (1) social media post between today and December 2023.
 - To Kill a Mockingbird* *Clue: On Stage* *Summerstack Youth Production: Channeling Grimm*
 - Ghosts & Gravestones* *Misery* *It’s a Wonderful Life: A Live Radio Play*
- \$250 Sponsorship - Scholarship** – Support a person in need of financial assistance for a class, workshop or show or help fund our scholarship fund for high school graduates. Business name listed on “SPONSORS” page of STC website in support of scholarships for remainder of 2023 season. One (1) social media post between today and December 2023.

2. Obligations of Sponsor

The Sponsor agrees to pay the amount selected in section 1 made payable to Smokestack Theatre Company within thirty (30) days of today’s date unless a payment plan has been arranged. An invoice(s) can be emailed to Sponsor upon request. Marketing may not begin until full payment is received and only applies to events after today.

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 (45) thirty days prior to first performance date of each show for programs:

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 within forty-five (45) days of first performance date of each show. Ads do not apply to Smokestack Improv shows or any other show in which programs are not printed.

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 January 1, 2023 to December 31, 2023.

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]

