



Event Sponsorship Program V. Event Agreement

THIS AGREEMENT is made as of the ____ day of _____ month, year by and between the Town of Dover (Dover) and _____ (Sponsor).

WHEREAS, Dover has agreed to expend its Economic Development Funds in grants to support an EVENT.

WHEREAS, _____ wish to present _____ on _____ consisting of concerts, races etc.

WHEREAS, the Dover Selectboard has agreed to expend a total of _____ from its Economic Development Funds to support the Event; and

WHEREAS, Dover and _____ wish to set forth their respective rights and responsibilities with respect to the EVENT.

The parties hereby agree:

1. Obligations of Dover:
 - a. Upon approval by the Selectboard, 75% of the approved funding will be available immediately.
 - b. The remaining 25% of the funding will be available within 75 days after the event upon receipt of a summary report and related receipts for approved expenditures as described in the Event Sponsorship Summary Form.
2. Obligations of (Sponsor):
 - c. Recognition of the Dover Economic Development Department must be included on appropriate printed material and referred to in public relations activities, printed material including collateral, ads, website must include the phrase "Sponsored in part by the Dover Economic Development Department" and use the Town of Dover logo.
 - d. Summary information shall be submitted no later than 75 days after the event and must include number of attendees, earned media coverage, copies of published paid advertisements, photos, number of beds filled in town of Dover as a result of the event and any other collaborating data. Receipts for expenditures approved by the Selectboard must be included in the summary report.
 - e. Monies awarded may only be used for approved expenditures.
 - f. If a grant approved line item is not done, then the sponsor needs to repay the funds
 - g. The total estimated expenditures for all grant approved funds are added together and the total actual expenditures are added together. If actual is greater than estimated, no additional funds are awarded. If actual expenditures is less than 95% of estimated, then the sponsor owes the difference between actual and estimated. If actual is within 5% of estimated, then nothing is due back to the Town of Dover.
 - h. Applicants must be current on child support (State Law).
 - i. Applicants must guarantee clean up after the event.
3. Failure to demonstrate proof of approved event expenditures, unless caused by a **Force Majeure Event** (Act of God) or public safety issue, will result in forfeiture of these funds



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resulting in a possible lien against the event sponsor or legal action to recover the funds used for unapproved expenditures.

4. Event Holder will be required to show proof of liability insurance.
5. Limitation of Liability: Neither party shall be liable to the other party for any indirect, special incidental, consequential or exemplary damages whether in an action in contract or tort, under statute or otherwise, for any reason.
6. Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party. The rights and obligations of the parties hereunder shall inure to the benefit of and bind the successors, permitted assigns and legal representatives of the respective party.
7. Arbitration: This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont and, in the event that any provisions of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall remain in effect. Any dispute relating to the interpretation or performance of this agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in the State of Vermont, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by the state or federal court having jurisdiction. The parties intend that this agreement to arbitrate be irrevocable.
8. Severability: Failure to insist upon strict compliance with any term or condition set forth herein shall not be deemed a waiver of such term or condition, nor shall it be deemed any relinquishment or waiver of such right or power at any other time. In the event any term or condition herein is considered to be in conflict with applicable law, or is considered illegal or unenforceable, the affected term or condition shall be considered altered so that it complies with applicable law. In addition, all remaining terms and conditions shall remain in force, so long as they comply with applicable law.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Town of Dover		Sponsor	
By:		By:	
Name:		Name:	
Title:		Title:	