

**Warren County Parks and Recreation Department / Warren County Fiscal Court**

**Mile Sponsor Agreement for 2024 P.A.C.E Marathon**

This sponsorship agreement is entered into this \_\_\_\_ day of (month)\_\_\_\_\_, 2023 between (sponsoring organization) \_\_\_\_\_ (hereafter referred to as \_\_\_\_\_) and the Warren County Parks and Recreation Department / Warren County Fiscal Court (hereafter referred to as WCPRD).

Whereas the \_\_\_\_\_ (sponsoring organization) has entered into a sponsorship agreement with WCPRD to be a mile sponsor of the inaugural P.A.C.E. Marathon hosted in the communities of Smiths Grove and Oakland KY.

Whereas \_\_\_\_\_ (sponsoring organization) desires to sponsor the Marathon in return for the benefits as set forth below:

Now, therefore, in consideration of the mutual promises and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the WCPRD and \_\_\_\_\_ (sponsoring organization) hereby agree as follows:

1) Term and Termination of Agreement:

- a. \_\_\_\_\_ (sponsoring organization) acknowledges that the term of this sponsorship agreement will be until post-marathon on May 11, 2024.
- b. \_\_\_\_\_ (sponsoring organization) shall provide any and all water or snacks needed for the particular mile. It is the responsibility of WCPRD to give a final number of water/snacks (based on the number of people who sign up) two (2) weeks prior to May 11, 2024. It is the responsibility of the organization to provide water, cups, or snacks if the mile chosen has that as a requirement. If the mile chosen is a "Hype/Support" mile, it is the responsibility of the organization to provide cheer and joy for the runners. Before tearing down, each mile will need to be picked up of any garbage, debris, etc.
- c. The sponsoring organization listed shall be able to promote their organization along the mile such as but not limited to signs, banners, people, etc.
  - i. However, please be advised there shall be no signs on private property. WCPRD will notify the organization of the areas within your mile that are private property.
- d. \_\_\_\_\_ (sponsoring organization) acknowledges their sponsoring of mile(s) number \_\_\_\_\_ which contains \_\_\_\_\_ (station).

2) Rights and Benefits - Conditions:

- a. \_\_\_\_\_ shall, for the term of this agreement, have the following benefits and rights:
  - i. WCPRD shall place the name or logo of the sponsoring organization on all promotional flyers or advertisements.
  - ii. WCPRD shall include the name or logo of the sponsoring organization on all runner's t-shirts.
  - iii. WCPRD shall provide a minimum of one (1) social media acknowledgment for sponsoring the event.
  - iv. WCPRD will include any of the organization's promotional items, discounts, etc. that the organization wants to put into the runner's packets that will be picked up the night before at the Block Party.
  - v. Sponsoring organization agrees and acknowledges that WCPRD is the overseeing body over Ed Spear Park, and this event is taking place on public roadways with approval from all KY Department of Transportation, Smiths Grove City Council, Oakland City Council, Warren County Road Department, and Warren County Sheriff's Office.
  - vi. Sponsoring Organization acknowledges they will follow all posted WCPRD Race Day Rules and Regulations.
  - vii. WCPRD will be hosting a contest for the most spirited mile. The winning mile will receive a reward to be determined closer to the event date.

3) Contact Information

i. Sponsoring Organization

1. Name: \_\_\_\_\_
2. Contact Person Title: \_\_\_\_\_
3. Sponsor Agency Name: \_\_\_\_\_
4. Address: \_\_\_\_\_
5. City, State, Zip: \_\_\_\_\_
6. Primary Contact Phone #: \_\_\_\_\_
7. Office Phone Number: \_\_\_\_\_
8. Primary Contact Cell Phone #: \_\_\_\_\_
9. Primary Contact Email Address: \_\_\_\_\_

ii. WCPRD

1. Jade Grabeel
2. Operations Coordinator of Warren County Parks and Recreation
3. 9222 Nashville Rd
4. Bowling Green, KY 42101
5. Office Phone Number: 270-842-5302
6. Cell Phone Number: 270-793-3425
7. Email Address: [jade.grabeel@ky.gov](mailto:jade.grabeel@ky.gov)

4) Indemnity

- a. Sponsoring Organization uses the WCPRD facilities listed in this agreement at its own risk and accepts the premises in "as is" condition with any defects known or unknown. Sponsoring Organization shall defend, indemnify, and hold harmless WCPRD and its members, directors, officers, employees, and agents from and against all claims, demands, liabilities, cause of action, suits, judgements, damages, and expenses (including attorney fees) arising from (i) use of the facilities listed herein and / or property in and around the said facilities pursuant to this agreement. Notwithstanding any provision of this agreement to the contrary, WCPRD's indemnification obligations set forth in this section shall survive termination or expiration of this agreement.

5) Logistics

- a. WCPRD shall be responsible for all lane closures, signs, and cones for the entire route per approval from all necessary agencies.

6) Compliance with Laws

- a. During their respective performance under this agreement, both parties shall comply with all applicable federal, state, and local laws and regulations, including, without limitation, laws and regulations pertaining to trademarks and copyrights.

This agreement may be amended only in writing signed by the authorized representatives of all parties to this agreement.

In witness whereof the parties hereto have caused this agreement to be executed on their behalf.

WCPRD

By: \_\_\_\_\_

Sponsoring Organization Representative, title

By: \_\_\_\_\_

