



June 19, 2018

**VIA ELECTRONIC MAIL: krichards@waukesha-wi.gov**

City of Waukesha  
Attn: Karen Richards, SPARS Coordinator  
1900 Aviation Drive  
Wayjessgam WI 53188

**Re: Tribute Tuesday Concert Sponsorship**

To Whom It May Concern:

Meijer is a retailer of groceries and general merchandise with stores in several Midwestern states. City of Waukesha (“Organization”) is the organizer/operator of Waukesha Tribute Tuesday Concert Series – Tuesday August 14 (the “Event” or “Events”). The parties intend this letter to set forth their respective rights and duties with respect to Meijer’s sponsorship of the Event(s) (the “Sponsorship”).

Upon receipt of the Organizations’ properly submitted invoice, Meijer will pay the Organization a sponsorship fee in the amount of Three-thousand dollars (\$3,000) (the “Sponsorship Fee”). Organization must submit their invoice and W-9 to the following address for Meijer to process for payment:

Meijer Great Lakes Limited Partnership  
Attn: Connie Castro  
989, Lena Meijer Building,  
2350 3 Mile Road NW  
Grand Rapids, MI 49544

Organization will furnish Meijer with the particular Sponsorship elements, amenities, promotional consideration, activities and events as set forth below (collectively, the “Sponsorship Elements”):

- Sponsor recognition on WPRF section of City of Waukesha website
- Sponsor will be publicly recognized at the beginning of featured concert. A representative from the sponsor will be introduced and is welcome to address the audience.
- Opportunity for sponsor banner to be displayed on the stage during featured concert
- Opportunity to set-up product booth, distribute samples, giveaways or provide information at sponsored concert – August 14, 2018
- Opportunity for sponsor to host family/employee celebration at the sponsored concert
- Includes ten concession tickets for sponsored concert
- Sponsor recognition in thank-you ad in Winter 2018/2019 activity guide (distributed to approx. 30,000 households in Waukesha)

During the Term (as defined below) of this letter agreement, Organization will have the right to use the Meijer logo for promotional purposes listed in the above “Sponsorship Elements”. Unless otherwise agreed by Meijer in writing, Organization must use the Meijer logo in the form provided by Meijer.

City of Waukesha has the sole responsibility and authority to organize and conduct the Events, including but not limited to the scheduling, layout, staffing, security and public protection, obtaining permits, and supervision of the Event staff, participants, and spectators.

Organization hereby releases and agrees to indemnify, defend, and hold harmless Meijer, and its parents, subsidiaries and affiliated companies, and their respective officers, directors, shareholders, employees, and agents (hereafter collectively "Related Parties") from and against any and all liability, loss, claims, demands, suits, costs, fines, penalties, fees, and expenses (including reasonable actual attorneys' fees), brought or alleged by third parties, including, but not limited to, those arising out of the bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use and proprietary rights infringement), which may be imposed upon, incurred by or asserted against Meijer or the Related Parties which result from or are in any way related to the Events, except those liabilities that are the direct and proximate result of the acts or omissions of Meijer, its employees, or agents, including the distribution of samples to concert attendees.

Unless sooner terminated as provided herein, the term of this letter agreement will expire on September 18, 2018 (the "Term"). Unless otherwise agreed, upon expiration of the Term, Organization will cease using the Meijer logo.

Either party may terminate this letter agreement at any time as a result of the other party's breach of any provision of this letter agreement by sending such party written notice of termination describing how the party breached this letter agreement. If the breach is not cured within 10 days after receipt of the written notice, this letter agreement will then terminate.

Either party may immediately terminate this letter agreement upon prior written notice to the other party if: (a) the other party ceases to function as a going concern; (b) a receiver for either party is appointed or applied for; (c) a petition under any bankruptcy or insolvency laws or any state receivership law is filed by or against either party; (d) either party makes an assignment for the benefit of creditors; (e) any federal or state legal or governing authority initiates any civil or criminal action or investigation against Organization for the possible violation or alleged violation of any laws applicable to its operations; or (f) Organization refuses, fails, or is unable to properly perform its obligations in a timely fashion.

Upon termination of this letter agreement, Organization will refund to Meijer an amount equal to the value of the Sponsorship Elements not received by Meijer prior to the date of termination.

To express your agreement to the terms and conditions of this letter, please sign below where indicated and return a copy to me. If you have any questions or if you need anything further in this regard, feel free to contact me.

Sincerely,

MEIJER GREAT LAKES LIMITED PARTNERSHIP  
By: Meijer Group, Inc., its general partner

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By: Catherine Cooper  
Its: Sr. Director Community Partnerships and Giving

Acknowledged and agreed:  
CITY OF WAUKESHA

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CC/blv

cc: Shannon Klein,