

A fundraiser for the WPRF "Building Brighter Futures" Financial Assistance Fund!

Saturday, March 20 - 10:00 am-1:00 pm Frame Park - 1150 Baxter St., Waukesha

This family adventure walk will be a fun and educational way for families to welcome the spring season while also helping other families in need! Each family will receive a copy of "Duck! Rabbit!" and engage in multiple activities as they embark on their journey around the Fox River in Frame Park. Sponsors help build brighter futures for Waukesha youth by supporting the Financial Assistance Fund!

Presenting Sponsor—\$5,000

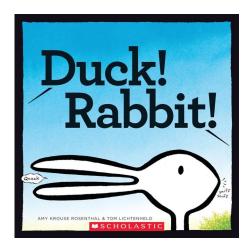
- "Presented by" acknowledgement in all media pieces and advertising related to event
- Logo on front page of event program
- Prominent logo on signage at sign-in station
- Logo on all activity station signs
- Recognition with link on Facebook event page
- Logo on WPRF event web page
- Logo on "Building Brighter Futures" Financial Assistance web page
- Opportunity to provide volunteers to greet participants and/or manage an activity
- Sponsor recognition in thank-you ad in Winter 2021/2022 activity guide (distributed to approx. 30,000 households in Waukesha and available online)
- Sponsorship plaque

Book Sponsor - \$1,500

- Sticker with sponsor logo placed inside each "Duck! Rabbit!" book
- Logo on event program
- Logo on signage at sign-in station
- Listing on Facebook event page
- Logo on WPRF event web page
- Logo on "Building Brighter Futures" Financial Assistance Page
- Opportunity to provide volunteers to distribute the books
- Sponsor recognition in thank-you ad in Winter 2021/2022 activity guide (distributed to approx. 30,000 households in Waukesha and available online)

Just ask...Sponsorships may be customized!





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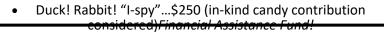
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Duck Race Sponsor- \$1,500

- includes racing rubber duckies with sponsor logo (if committed by 2/15/20)
- Logo on event program
- Logo on signage at sign-in station
- Listing on Facebook event page
- Logo on WPRF event web page
- Logo on "Building Brighter Futures" Financial Assistance web page
- Opportunity to provide volunteers to manage the activity
- Sponsor recognition in thank-you ad in Winter 2021/2022 activity guide (distributed to approx. 30,000 households in Waukesha and available online)

Activity Sponsor—\$250-\$1,000

- Scaled logo on event program
- Scaled logo on signage at sign-in station
- Logo on signage preceding sponsored activity station
- Scaled recognition on WPRF event web page
- Opportunity to provide volunteers to manage the activity
- Recognition on "Building Brighter Futures" Financial Assistance web page
- Sponsor recognition in thank-you ad in Winter 2021/2022 activity guide (distributed to approx. 30,000 households in Waukesha and available online)
- Activities Available:
 - Rabbit Petting Station...\$1,000
 - Duck Quack noisemaker station...\$750
 - Create a Willow-weave bird nest ... \$500
 - Rabbit Ears...\$500
 - Peter Rabbit Garden...\$250







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Sponsorship Commitment Form

Please complete Sponsorshi	p Commitment Form and re	eturn to:	
Karen Richards, SPARS Coordinator			
City of Waukesha Park	s, Recreation & Forestry Dep	ot.	
1900 /	Aviation Drive		
Wauke	sha, WI 53188		
(Please make ch	ecks payable to: WPRF)		
Organization Name <u>T-Mobile USA, Inc.</u>			
Address 3625 132nd Ave SE			
City <u>Bellevue</u>	State_WA	Zip 98006	
Phone	Fax		
Submitted by Erica Mendez	Email erica.mendez58@t-mobile.com		
We wish to support the Duck! Rabbit! Family	ly Adventure Walk and	the "Building Brighter	
Futures" Financial Assistance Fund by committing to the following sponsorship level:			
Presenting Sponsor		\$5,000	
Book Sponsor		\$1,500	
XX Duck Race Sponsor		\$1,500	
Activity Sponsor (preference:	;	\$ ivity availability)	

Thank you for your generosity!



A fundraiser for the WPRF "Building Brighter Futures" Addendum To Participation or Sponsorship Agreement

This Addendum to Participation or Sponsorship Agreement ("Addendum") is attached to and made part of the event participation or sponsorship agreement ("Agreement") between the event producer named in the signature block below ("Company") and the sponsoring entity identified below ("Sponsor"), (collectively, "Parties"), and is effective as of the date of the second signature below. All terms not otherwise defined will have the meaning as set forth in the Agreement. The Parties agree to the following:

- 1. Use of Trademarks: Sponsor grants to Company a limited, personal, non-exclusive, non-assignable, revocable, non-sublicensable, royalty-free license or sublicense (as applicable) to use and reproduce the trademarks and logos provided by Sponsor (the "T-Mobile Marks") solely in connection with Company's performance of its obligations hereunder during the term of the Agreement and such use is subject to the T-Mobile Marks rules available at https://www.t-mobile.com/responsibility/legal/trademarks. Company hereby grants Sponsor the right to use Company's trademarks, logos, and trade names (as provided by Company) as necessary for Sponsor to exercise its rights of benefits as set forth herein. Each party retains complete ownership of, all trademarks, logos, designs, copyrights, trade names and all other intellectual property rights which it owns or has rights to and which are used in any way in materials in connection with this Agreement.
- 2. Insurance: If Sponsor is occupying or using Company's space or facilities, Sponsor will: (a) maintain commercial general liability insurance ("CGL") and the insurance will be in limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage, with a \$2,000,000 general aggregate; and (b) will include Company as an additional insured under Sponsor's commercial general liability insurance policy on endorsement CG 20 10 11/85 or its equivalent, to include ongoing and completed operations.
- 3. Representations and Warranties: The parties have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms. Sponsor shall have no responsibility for the operation of the event described in the Agreement ("Promotion"), including the operation of the Promotion in compliance with all applicable laws and regulations and the safety and security of any visitors to or participants in the Promotion. Company further represents and warrants that it is responsible for securing any required license or permits to conduct the Promotion, that any materials and/or content it creates pursuant to this Agreement will not infringe on any third party rights.
- 4. Indemnification: Each party agrees to defend, indemnify and hold the other party, its affiliates, subsidiaries, parent and related companies, officers, directors, agents, and employees (collectively, the "Indemnified Parties") harmless from and against any and all third party claims, settlements, judgments, liabilities, damages, losses, suits and expenses of any nature whatsoever, including reasonable outside attorneys' fees (and fees incurred in enforcing this provision), arising out of, based upon or in connection with any material breach by any party of its obligations or responsibilities under this Agreement, including any of its representations and warranties hereunder. The indemnity obligations set forth herein shall survive termination or expiration of this Agreement. Each party agrees to maintain applicable insurance policies and/or funds in place to cover its indemnification obligations.
- 5. Limitation of Liability: Except for indemnification obligations, or the gross negligence or willful misconduct of either Party, in no event will either Party be liable to the other Party or any other person for any indirect, incidental, consequential, special, punitive or exemplary damages arising in any manner from the activities contemplated by the Agreement.
- 6. Termination: Either party may terminate this Agreement in the event of a material breach by the other party. In addition, T-Mobile may terminate this Agreement for any reason with five days' notice. On any termination, Producer will refund the pro rata portion of any unearned prepaid Fees or T-Mobile will owe the pro rata portion of any Fees earned prior to termination.
- 7. Force Majeure: If because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of terrorism or war, act of government or government instrumentality, or other cause beyond the reasonable control of a party ("Force Majeure Event"), either party is unable to perform any or all of its obligations hereunder, then such nonperformance will not be a breach of this Agreement. If due to a Force Majeure Event, Sponsor does not receive all the benefits provided for in the Agreement, Company will provide Sponsor with a reasonably equivalent make good or a pro-rata refund of the Fee paid, to be chosen at Sponsor's sole discretion.
- 8. COVID-19. Producer will follow all CDC, the applicable state and applicable state Department of Public Health and local guidelines as pertains to Covid-19 and all safety guidelines.
- 9. Dispute resolution: All references to methods of alternative dispute resolution are deleted from the Agreement.
- 10. Conflict of Terms: To the extent that any provision of this Addendum conflicts with the terms and conditions set forth in the Agreement, this Addendum will control.
- 11. Miscellaneous: The Agreement, as incorporated with this Addendum, constitutes the whole and entire understanding between the Parties with respect to the Promotion and the Agreement shall not be modified or amended in any respect, except by a written instrument executed by both Parties. The terms of this Agreement are confidential and shall not be disclosed, except to the respective parties' advisors or as may be required by legal order or government authorities.

Accepted and Agreed to by: T-Mobile USA, Inc.	City of Waukesha Parks, Recreation & Forestry Dept.	
By:	By:	
Name:	Name:	
Date:	Date:	