



**Indiana State Fair Commission
2018 Indiana State Fair
Sponsorship Contract**

This Contract (the “Contract”), is made and entered into by and between the Indiana State Fair Commission, an Indiana body corporate and politic established at IND. CODE § 15-13-2-1 (the “Commission”), having an address at 1202 East 38th Street, Indianapolis, IN 46205, and the entity designated below as the Sponsor. Subject to the terms and conditions of this Contract, Sponsor and the Commission shall each have the rights and obligations set forth in this Contract.

Contract Number	SP201800003
“ <u>Sponsor</u> ”	Indiana Utility Regulatory Commission
Address	101 W. Washington Street Suite 1500 East
City, State, Zip Code	Indianapolis, IN 46204
Primary Contact	Darby Miller
Phone Number	(317) 234-5157
Email Address	darbmiller@urc.in.gov
Commission Contact & Title	Rac Coffey, Director of Sponsorships
Email Address	rcoffey@indianastatefair.com
“ <u>Attachment A</u> ”	Commission’s Responsibilities
“ <u>Attachment B</u> ”	Sponsor’s Responsibilities
Sponsorship Description	Title Sponsor of the Communications Plaza & Indiana Arts Plaza
Contract “ <u>Term</u> ”	This Contract shall commence on full signature execution and shall expire August 19, 2018.
“ <u>Consideration</u> ”	Sponsor shall pay the Commission the rates indicated in Attachment B. Sponsor shall pay One Hundred Thirty-Five Thousand Dollars (\$135,000.00) , based on net 35 terms.

1. Assignment: Successors

The parties bind their respective successors and assignees to all the terms and conditions of this Contract. Neither party shall assign or subcontract the whole or any part of this Contract without the other party’s prior written consent.

2. Authority to Bind

Sponsor represents and warrants that it has the authority to enter into this Contract and that the performance hereunder will not infringe, breach, interfere or otherwise impair the rights of any third parties. The Sponsor further represents and warrants that the person(s) executing this Contract has the authority to enter into this Contract.

3. Compliance with Laws

- a. The parties shall comply with all applicable federal, state, and local laws, executive orders, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Commission and the Sponsor to determine whether the provisions of this Contract require formal modification.

- b. The Sponsor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Commission, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 05-12, dated January 10, 2005. **If either party has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the either party shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to execution of this Contract.** If the Sponsor is not familiar with these ethical requirements, the Sponsor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at www.in.gov/ethics/. If the Sponsor or their agents violate any applicable ethical standards, the Commission may, in its sole discretion, terminate this Contract immediately upon notice to the Sponsor. In addition, the Sponsor may be subject to penalties under Indiana Code § 4-2-6-12. The Commission acknowledges that its officers and employees are subject to the requirements and penalties as set forth in Indiana Code chapter 4-2-6, *et seq.*

4. Complete Agreement

This Contract constitutes the entire understanding between the parties hereto concerning the subject matter hereof and supersedes any prior oral or written understanding between the parties. This Contract may be amended only by a written instrument executed by each of the parties hereto.

5. Drug-Free Workplace Certification

The Sponsor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Commission within ten (10) calendar days after receiving actual notice that an employee of Sponsor have been convicted of a criminal drug violation occurring in the Sponsor's workplace during such term. False certification or violation of the certification may result in sanctions including, but not limited to termination of the Contract.

6. Force Majeure

In the event that any party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster, environmental contamination, hostile military or paramilitary action, riot, or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

7. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in a court of competent jurisdiction in Marion County, Indiana.

8. Indemnification

Deleted by mutual agreement of the Parties.

9. Independent Contractor

All parties hereto, in the performance of this Contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

10. Insurance

Deleted by mutual agreement of the Parties.

11. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Sponsor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Sponsor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be

construed to imply or establish an employment relationship between the Commission and any applicant or employee of the Sponsor any subcontractor.

12. Notice to Parties

Whenever any notice, statement or other communication shall be sent to the Commission, Live Nation, or Sponsor, it shall be sent to the following addresses, unless otherwise specifically advised:

Notices to the Commission shall be sent to:

Rac Coffey
Director of Sponsorships
Indiana State Fair Commission
1202 East 38th Street
Indianapolis, IN 46205

Notices to the Sponsor shall be sent to:

The Sponsor's Contact and address listed on page 1 of this Contract.

13. Penalties/Interest/Attorney's Fees

The parties will in good faith perform their required obligations hereunder and do not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 *et seq.*, IC 34-54-8-5 *et seq.*, and IC 34-13-1-6 *et seq.*

14. Severability

The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

15. Taxes

Both Parties are exempt from state, federal and local taxes.

16. Termination for Convenience

This Contract may be terminated, in whole or in part, by either party whenever, for any reason, either party determines that such termination is in its best interest. This Contract shall be terminated in the event the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

17. Termination for Default

A party may terminate and cancel this Contract without prejudice to any rights and cause of action such party may have against any other party, if:

- a. Any other party is judged bankrupt, or
- b. Any other party makes a general assignment for the benefit of creditors, or

- c. A receiver is appointed due to any other party's insolvency, or
- d. If a court of competent jurisdiction finds that any other party persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or
- e. Any other party is acquired by or merged with another entity.

Any party may also terminate this Contract, in whole or in part, without prejudice to any rights and causes of action such party may have against any other party, if another party fails to:

- a. Correct or cure any breach of this Contract within ten (10) days written notice of such breach; or
- b. Perform the services as required by this Contract.

18. Trademarks

Each party is, and shall remain, the owner of all rights it has in all creative and copyrightable material created by it, trademarks, service marks and other intellectual property as they may exist or may hereafter be modified such party (the "Marks"). Sponsor hereby grants to the Commission a limited license and right to use the Sponsor Marks it provides to the Commission in connection with Commission's obligations under this Contract. All proprietary interest in all copyright or trademark protected works of any party from whom limited use rights are granted shall remain solely under the control of that party. Upon the expiration or earlier termination of this Contract, all uses of any the other party's Marks shall cease. Neither party shall use the other party's Marks or allow any other party to use the other's Marks in any manner not specifically granted or described herein, unless such use is approved by the owner of such Marks prior to use. If permission is so granted, then the Marks shall be used only in the format in accordance with the specifications provided by the party granting such use from time to time, unless approval to modify the Mark(s) is expressly granted. All materials using a party's Marks must be pre-approved by the party owning such Marks.

19. Waiver of Rights

No right conferred on any party under this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

20. Work Standards

The parties agree to execute their respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

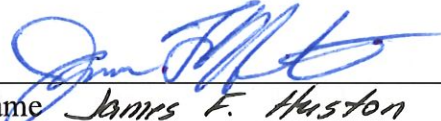
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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the entity for which he/she executes this Contract, that he/she has not, nor has any other member, employee, representative, agent or officer of such entity, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or Contract to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

The parties having read and understanding the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

For the Sponsor: *Indiana Utility Regulatory Commission*

BY:  *5-1-18*
Sponsor Name *James F. Huston* Date

Title *Chairman*

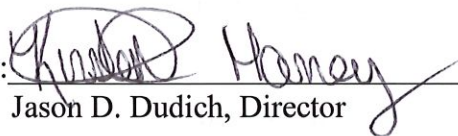
For the Indiana State Fair Commission:

BY:  *4/17/18*
Cynthia C. Hoye, Executive Director Date

For the Indiana Department of Administration:

BY:  for *5.15.18*
Lesley A. Crane, Commissioner Date

For the State Budget Agency:

BY:  for *5.29.18*
Jason D. Dudich, Director Date

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on October 23, 2017.
FA 17-45*

ATTACHMENT A

FOR THE SPONSORSHIP EVENT, THE COMMISSION AGREES TO PROVIDE THE SPONSOR WITH THE FOLLOWING:

1. **Title Sponsor of the “Communications Plaza” & “Indiana Arts Plaza”** all 17 days of the 2018 Indiana State Fair. *(Note: Final branding for both “Plazas” will be determined by mutual agreement of the parties.)*
2. Option to provide **table top graphics for approx. ten to fifteen (10-15) picnic tables** located inside each “Plaza:”
 - a) Table top graphics will be displayed all 17 days of the Indiana State Fair.
 - b) Commission to be responsible for all costs associated with production and installation of table top graphics.
 - c) Commission is not responsible for any damaged table top graphics.
3. Option to provide **concrete graphic adhesive logo/messages** for placement on the ground area for each “Plaza:”
 - a) Concrete graphics will be displayed all 17 days of the Indiana State Fair.
 - b) Commission and Sponsor to mutually agree on sizes of graphics.
 - c) Commission to be responsible for all costs associated with production and installation of table top graphics.
 - d) Commission is not responsible for any damaged table top graphics. *(Note: The Indiana State Fair Commission will power wash the Venue ground daily.)*
4. **Sponsor of eighty (80) “Hand Sanitizer Stations”** all 17 days of the 2018 Indiana State Fair:
 - a) Final location of hand sanitizer stations is to be determined by the Commission.
 - b) Commission to use the same artwork as the 2017 Indiana State Fair.
5. **Forty (40) Skyride carts** to be branded with Sponsor branding:
 - a) Sponsor has the option to provide new artwork.
 - b) Final artwork guidelines and specifications are to be determined by the Commission.
 - c) Commission and Sponsor to mutually agree on all final artwork.
 - d) Commission reserves the right to brand all other carts with other Sponsor branding.
6. Inclusion on the 2018 **Indiana State Fair Website** Corporate Sponsors’ Logo Section with scroll-over script and click-through to Sponsor URL.
7. Inclusion on all appropriate pre-Fair and Indiana State Fair **digital and printed marketing collateral materials** each year of the agreement.
8. Option to use the 2018 **Indiana State Fair Logo** on advertising and publicity materials (excluding any sales materials). Sponsor must send artwork, that includes Fair logo, to Commission for final approval.

9. Option to participate in all **relevant social media content** in accordance with the Commission's social media guidelines as listed below:
 - a) Sponsor is free to tag the Indiana State Fair on Facebook @indystatefair (<https://www.facebook.com/IndianaStateFair>). These posts should pertain specifically to the Indiana State Fair. The Indiana State Fair holds the right to remove any tag that does not align with the Indiana State Fair Commission Brand Standards.
 - b) Sponsor is encouraged to include #instatefair or @indystatefair in their posts on Twitter (<https://twitter.com/indystatefair>) and Instagram (<https://www.instagram.com/indystatefair/>).
 - c) Commission to approve all Sponsor produced content before it is posted on any social media platform.
 - d) Contact your Indiana State Fair representative to discuss further social media engagement opportunities.

10. **Hospitality Package:**
 - a) One-Hundred and Fifty (150) Indiana State Fair Admission Tickets.
 - b) Four (4) Indiana State Fair VIP Lapel Pins for daily free admission and free shuttle rides during the Fair.
 - c) Four (4) Indiana State Fair Infield Parking Passes.

NOTE: *The Sponsor is responsible for sending all tickets to the appropriate on-site representatives prior to the first day of the Fair or on-site staffing dates. All on-site booth workers must have an admission ticket to enter the Fairgrounds each day. If tickets are not distributed by the Sponsor, admission tickets can be purchased at the gates for \$12. All parking is \$5.*

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ATTACHMENT B

FOR THE SPONSORSHIP EVENT, SPONSOR AGREES TO PARTICIPATE AND ADHERE TO ALL DEAL POINTS LISTED AS FOLLOWS:

1. Participate as the **title sponsor of the “Communications Plaza” & “Indiana Arts Plaza”** all 17 days of the 2018 Indiana State Fair. *(Note: Final branding for both “Plazas” will be determined by mutual agreement of the parties.)*
2. *(Optional)* Provide **table top graphics for approx. ten to fifteen (10-15) picnic tables** located inside each “Plaza:”
 - a) Table top graphics will be displayed all 17 days of the Indiana State Fair.
 - b) Commission to be responsible for all costs associated with production and installation of table top graphics.
 - c) Commission is not responsible for any damaged table top graphics.
3. *(Optional)* Provide **concrete graphic adhesive logo/messages** for placement on the ground area for each “Plaza:”
 - a) Concrete graphics will be displayed all 17 days of the Indiana State Fair.
 - b) Commission and Sponsor to mutually agree on sizes of graphics.
 - c) Commission to be responsible for all costs associated with production and installation of table top graphics.
 - d) Commission is not responsible for any damaged table top graphics. *(Note: The Indiana State Fair Commission will power wash the Venue ground daily.)*
4. **Sponsor of eighty (80) “Hand Sanitizer Stations”** all 17 days of the 2018 Indiana State Fair:
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5. **Forty (40) Skyride carts** to be branded with Sponsor branding:
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 - b) Final artwork guidelines and specifications are to be determined by the Commission.
 - c) Commission and Sponsor to mutually agree on all final artwork.
 - d) Commission reserves the right to brand all other carts with other Sponsor branding.
6. *(Optional)* Use the 2018 **Indiana State Fair Logo** on advertising and publicity materials (excluding any sales materials). Sponsor must send artwork, that includes Fair logo, to Commission for final approval.

7. *(Optional)* Participate in all **relevant social media content** in accordance with the Commission's social media guidelines as listed below:
 - a) Sponsor is free to tag the Indiana State Fair on Facebook [@indystatefair](https://www.facebook.com/IndianaStateFair) (<https://www.facebook.com/IndianaStateFair>). These posts should pertain specifically to the Indiana State Fair. The Indiana State Fair holds the right to remove any tag that does not align with the Indiana State Fair Commission Brand Standards.
 - b) Sponsor is encouraged to include #instatefair or @indystatefair in their posts on Twitter (<https://twitter.com/indystatefair>) and Instagram (<https://www.instagram.com/indystatefair/>).
 - c) Commission to approve all Sponsor produced content before it is posted on any social media platform.
 - d) Contact your Indiana State Fair representative to discuss further social media engagement opportunities.

8. Pay a total fee ("**Sponsorship Fee**") of \$135,000:
 - a) Due September 30, 2018.
 - b) Commission to invoice the Sponsor directly.

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