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P.O. Box 550  
Jackson, WY 83001  
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## SPONSORSHIP AGREEMENT

### Agreement

This Sponsorship Agreement ("Agreement") is entered into to be effective as of the date executed below by the parties, hereinafter referred to as the "Effective Date" of the Agreement,) by and between the Jackson Hole Travel and Tourism Joint Powers Board, located at P.O. Box 550, Jackson, Wyoming 83001 (hereinafter referred to as the "JHTTB") and [Recipient Name] located at [Recipient Address] (hereinafter referred to as the "Event Applicant").

### **1. Funding.**

The JHTTB approved this Agreement at a public meeting on [date] for the total amount not to exceed [granted amount]. The funding is limited to staging, promoting and marketing the [event name] which is scheduled for [event date(s)]. These funds are public funds and shall only be used as outlined herein. Upon approval of funding, the Event

Applicant is required to attend a mandatory meeting with the Special Events' Liaison for the purpose of reviewing reimbursement guidelines, limitations, and voucher submittal process.

## **2. Eligible Reimbursements and Limitations.**

JHTTB shall only reimburse for monies spent on staging of the event, event promotion and/or marketing expenses of the Event. JHTTB cannot fund or reimburse for any expenditures related to capital expenses. Reimbursable expenses may include: print or digital advertising; social media; graphic design; promotional brochures; staging of events which includes event production; purse to encourage out of town competitors; branded material, i.e. shirts, hats; and/or hourly wages or fees for public relations/marketing/social media/staging of events.

Funds will not be reimbursed to the Event Applicant until actual expenses have been incurred and funds will not be paid out for deposits related to the Event.

**Do not submit alcohol expenses on vouchers for reimbursement as alcohol cannot be purchased with public funds.**

## **3. Initial Voucher Submittal.**

Prior to the Event, one (1) signed and completed voucher may be submitted for up to one-half (1/2) of the total amount of sponsorship no later than two weeks prior to a regularly scheduled JHTTB board meeting. Following the Event, one (1) final voucher shall be submitted for reimbursement as detailed in Paragraph 4 below. The final voucher must be received two weeks prior to a regularly scheduled JHTTB board meeting to be considered for reimbursement. Teton County voucher (attached as Exhibit A) shall be submitted to the Special Events Liaison and for reimbursement by the TTB after actual expenses have been paid. Vouchers must include a completed W-9 form and each expense

shall be itemized with sufficient detail on the voucher and receipts and itemization of expenses shall be attached to the voucher. Vouchers must be accompanied, if applicable and required with an approved permit from the Town of Jackson or Teton County.

#### **4. Event Conditions.**

- a. Provide Event overview, budget and marketing plan, as well as environmentally sustainable measures to be taken at Event.
- b. Work/coordinate with the JHTTB Special Events' Liaison.
- c. Demonstrate measurable improvement in Event year over year.
- d. Demonstrate growth in number of out-of-town visitors and attendees to the Event (not applicable to Community Events).

#### **5. Final Voucher Submittal.**

One (1) final signed and completed voucher for reimbursement of remaining sponsorship funds for the Event shall be submitted with the Event Recap Report as outlined in Paragraph 6, which shall be submitted online two weeks prior to consideration and approval of the final voucher by the JHTTB at a regularly scheduled meeting. Vouchers shall be submitted as detailed in Paragraph 3 above. The final voucher must be received no later than **60-days** following the Event. If the final voucher is untimely the JHTTB may reject processing and reimbursement of the final voucher and these expenses will not be reimbursed to the Event Applicant.

#### **6. Event Recap Report.**

The Event Recap Report shall be submitted online via Google Forms no later than **sixty (60) days** following the completion of the Event.

#### **7. Logo Placement.**

The JHTTB logo shall be placed on all promotional materials associated with the Event appropriate to the level of sponsorship.

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### **8. Media Release & JHTTB Media Access.**

The Event Applicant will provide information and deliverables including pictures, videos, and press releases of the Event to be used on the JHTTB website and media outlets. Once provided, the JHTTB may use the submitted images and/or photography for use and reproduction on the JHTTB's website, known as [visitjacksonhole.com](http://visitjacksonhole.com), and in connection with other owned Jackson Hole Travel & Tourism Board digital media and social media channels, for purposes of promotion of Jackson Hole. The submitted materials may also be used to accompany an editorial piece or article. In each case, materials will be used with photographer and/or videographer credit when required. No other right or licenses are granted or implied. Event applicant retains all rights in and to the submitted images and/or photography and videography and retains all right to those submissions, which are not granted or licensed herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.

The Event will grant access, when requested, to JHTTB contracted photographers, videographers, and media personnel to capture content of the Event to JHTTB use on the website, known as [visitjacksonhole.com](http://visitjacksonhole.com), and in connection with other owned digital media, social media channels (e.g., Facebook, Instagram), JHTTB emails and newsletters, or to accompany and editorial piece or article.

The Event Applicant owns the rights to the submitted images and/or photography and grant to the Jackson Hole Travel and Tourism Joint Powers Board (JHTTB), its agents, representatives, and employees a specific digital-only use right and limited license for use and reproduction on the website, known as [visitjacksonhole.com](http://visitjacksonhole.com) and in connection with other owned JHTTB-JPB digital media, for purposes of promotion of the JHTTB, Jackson Hole/Teton County, WY, 4JH, or to accompany a JHTTB editorial piece, article, as well as for use in the JHTTB social media channels (e.g., Facebook, Instagram), and in each

case with photographer credit. No other rights or licenses are granted or implied. Owner owns all rights in and to the submitted images and/or photography and retains all rights to those submissions, which are not granted or licensed herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.

### **9. Indemnification.**

The Event Applicant hereby agrees to indemnify, defend, and hold harmless the Town of Jackson and Teton County, the JHTTB and their respective board members, employees, officers, and contractors, from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of misconduct, or any alleged negligent acts, errors or omissions of the Event Applicant, its subcontractors or any person directly or indirectly engaged in any activity associated with the Event.

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### **10. Insurance.**

The Event Applicant hereby agrees to secure insurance for the Event and to provide JHTTB a copy of the insurance policy in effect for the Event.

### **11. Termination.**

The JHTTB may terminate this Funding Agreement at any time by providing the Event Applicant thirty (30) days prior written notice of termination. Any costs incurred prior to the notice of termination are subject to reimbursement if properly vouchered.

### **12. Cancellation of Event.**

If the Event Applicant cancels the Event or the Event does not occur based upon the Event Applicant's affirmative action or failure to act, not including an act of God, such as a government act or natural disaster, the TTB may require the Event Applicant to

reimburse the public funds for the JHTTB sponsorship funds which have been paid out.

**13. Independent Contractor.**

The Event Applicant shall be considered an independent contractor, and nothing contained in this Agreement shall constitute or designate the Event Applicant or any of its employees or agents as employees or agents of the JHTTB, Town of Jackson or Teton County. As an independent contractor, the Event Promoter, its subcontractors, or agents, or any person directly or indirectly employed by it are not entitled to worker's compensation benefits or any benefit contemplated by an employee/employer relationship.

**Approval and Execution**

IN WITNESS WHEREOF the parties have executed this agreement on this day of , 2023.

**Jackson Hole Travel & Tourism Board**

Erik Dombroski, Chair

Attest:

Willi Brooks, Secretary

**[Recipient]**

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[Signee]