

2024 Show Sponsorship Agreement

Smokestack Theatre Company
319 Lynn Street
Danville, VA 24541

Terms of Agreement

1. Obligations of STC

\$2,500 Sponsorship - Director - Business logo on "HOME" page of STC website for remainder of current season. Business logo on "SPONSORS" page of STC website and sponsors page of selected show programs (*excludes Improv*). Full page ad (5"x8") in selected show programs or full side ad (5"x7") on table signs (*Improv*). Four (4) social media posts between today and selected show date. Logo on all advertising created after today's date. Four (4) complimentary tickets with reserved seating for one performance of the selected show. Tickets and seating must be selected no later than one week prior to the show date. Season runs from January 1-December 31.

\$1,000 Sponsorship - Producer - Business logo on "SPONSORS" page of STC website for remainder of current season and sponsors page of selected show programs (*Excludes Improv*). Half page ad (5"x3.93") in selected show programs or half side ad (5"x3.5") on table signs (*Improv*). Two (2) social media posts between today and selected show date. Two (2) complimentary tickets with reserved seating for one performance of the selected show. Tickets and seating must be selected no later than one week prior to the chosen show date. Season runs from January 1-December 31.

\$500 Sponsorship – Associate Producer - Business name on "SPONSORS" page of STC website for remainder of current season and sponsors page of selected show programs (*Excludes Improv*). Quarter page ad (2.43"x3.93") in selected show programs or quarter side ad (2.5"x3.5") on table signs (*Improv*). One (1) social media post between today and selected show date. Season runs January 1-December 31.

\$250 Sponsorship - Stagehand - Quarter page ad (2.43"x3.93") in selected show programs or logo on table signs (*Improv*).

\$25-100 Sponsorship - Patron – Business will be featured as part of the raffle prizes at one or more performances. This may be featured online and in announcements. You may choose to provide an in-kind donation of Gift Card(s), Gift Certificate(s), Event Ticket(s), or other items of similar value instead of monetary payment. Email info@thesmokestack.org to arrange pickup or delivery of in-kind donations.

2. Obligations of Sponsor

Subject to the terms and conditions of this agreement, the Sponsor grants STC the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed by STC. STC agrees to use materials according to Sponsor's trademark usage guidelines, if applicable.

The sponsor agrees to offer the following materials for marketing and promotional purposes no later than thirty (30) days prior to selected show date for program printing deadlines:

One (1) High resolution logo file in JPEG or PNG format.

One (1) Quarter (2.43"x3.93"), Half (5"x3.93"), or Full (5"x8") page ad according to sponsor tier.

STC may request edits to the provided ad to maintain branding and program style. Should a logo or ad not be provided, STC will not be liable for inclusion of logos or ads in any materials both physical and digital. If Sponsor would like STC to create an ad, please provide general information to be included or STC will utilize information from Sponsor website. Ad sizes do not apply to Smokestack Improv shows or any other show in which programs are not printed.

4. Indemnity

4.1 Sponsor will indemnify, defend, and hold STC harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on the Sponsor's respective website or social media sites, use of Sponsor's materials, or use of Sponsor's logos and trademarks.

4.2 Sponsor will give STC prompt written notice of any suit or claim that comes within the purview of these indemnities.

5. Limitation of Liability

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.

6. Term and Termination

6.1 This Agreement shall be valid for the period beginning at time of online payment through December 31, 2024.

6.2 STC may terminate this Agreement at any time for any reason. In the event that STC terminates this agreement for any reason other than Sponsor's breach of agreement, STC shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for use by STC.

6.3 The Sponsor may terminate this Agreement for breach of Agreement by STC after giving STC at least ten (10) days prior written notice specifying the nature of the breach and giving STC at least ten (10) days to resolve such breach.

7. Miscellaneous

7.1 This Agreement will supersede any or all prior oral or written forms of understanding between the Sponsor and STC. This Agreement may not be amended or modified except when one or both parties execute amendments in writing and amendments are signed by both parties.

7.2 This Agreement shall be governed by and executed in accordance with the laws of the state of Virginia applicable to agreements made and to be performed entirely within the state.

7.3 The terms and conditions of this Agreement shall not be divulged to any third party without prior written approval from both parties.

Online payment by Sponsor confirms agreement by STC and Sponsor to enter into this Agreement and the terms written above on the date of payment submission.

If you would prefer to sign this agreement in physical form, please email info@thesmokestack.org or call 434.549.5445 for more information. Checks can be mailed to Smokestack Theatre Company, 319 Lynn Street, Danville, VA 24541.

