



# WASHOE COUNTY

Integrity Communication Service

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## STAFF REPORT

BOARD MEETING DATE: February 2, 2021

**DATE:** January 27, 2021

**TO:** Open Space and Regional Park Commission

**FROM:** Eric Crump, Operations Division Director  
Community Services Department, 328-3625, [ecrump@washoecounty.us](mailto:ecrump@washoecounty.us)

**THROUGH:** Dave Solaro, Arch., P.E.  
Assistant County Manager

**SUBJECT:** Presentation, discussion and possible recommendation to the Board of County Commission to approve a request for sponsorship of the 2021 Artown Festival; waive park facility rental and use fees [\$66,340] in consideration of Washoe County being recognized as a Sponsor; and approve an agreement with Artown for the Artown Festival 2021 events to be held at Rancho San Rafael Regional Park, July 1-31, 2021.  
(Commission District 3.)

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### SUMMARY

This item is a request from Artown to Sponsor the Artown Festival, a special event to be held on July 1-31, 2021, at Rancho San Rafael Regional Park. Sponsorship for this event is requested in the form of in-kind cash equivalent support, including waiver of park rental fees. The request includes waiving the \$66,340 rental fee for use of the park for the thirty-seven (37) days necessary to setup, conduct the event and cleanup. In consideration of waiving the fees, Washoe County would be recognized as an Exclusive Festival Sponsor of the event, details are included in the Background section.

Washoe County Strategic Objective supported by this item: Stewardship of our Community

### PREVIOUS ACTION

None

### BACKGROUND

Artown has been inspiring community through the arts since 1996. Artown is a leader in the northern Nevada arts and culture industry using the festival as a platform to present culturally diverse and thought-provoking performances. During the July summer arts festival, Artown features over 500 multi-disciplinary events in over 125 locations, of which 75% are free admission.

Artown is proposing to move the headline events that are usually scheduled at City of Reno's Wingfield Park and Washoe County's Robert Z. Hawkins' Amphitheater to Rancho San Rafael Regional Park. Both Wingfield Park and Robert Z. Hawkins Amphitheater will be used to hold smaller events. Artown is proposing to create a unique

AGENDA ITEM # \_\_\_\_\_

venue that will allow socially distanced seating for 2,000 attendees to view live performances. 500 6'x6' seating pods, that will accommodate up to four people will be distributed throughout the large turf area in the center of the park. These pods will have 6' of space on all sides and delineated with paint or chalk. A stage will be set-up for the 31-day event. Artown is proposing to fence the entire area and charge an admission of \$20 per pod that must be purchased in advance.

Similar to other Special Events, Washoe County will provide minimal staff to assist in planning, monitoring, and cleanup of the event. The agreement provides that the event organizer provide support for the majority of the event logistics including security. This model has proven successful for other large special events within Washoe County's parks.

The benefits of the proposed sponsorship include:

- Logo exposure throughout the entire year shared with ten (10) other exclusive sponsors.
- One full-page ad in 50,000 printed English Little Books and 5,000 printed Spanish Little Books. Artown will also feature your festival ads in the digital edition of the Little Book. Artown receives numerous inquiries each year about how to purchase advertising in this popular annual publication, the answer is simple: an ad cannot be bought. These pages are reserved exclusively for our sponsors; it is not a benefit that will be sold. In addition, all sponsor logos are featured on the Festival Sponsor page in the printed and digital Little Book.
- Full page advertisement in thousands (exact number TBD) Artown playbills which are given to attendees at all the events taking place at Rancho San Rafael Regional Park.
- Artown will record a :30 second video testimonial by your CEO or other spokesperson selected by you about your Artown support. This will be featured on our website (76,569 unique visitors in July) and all online applications as available.
- Your logo on a dedicated rotating banner on the Artown website homepage and every web page that clicks through to information of your choosing; advertising, web link, testimonials etc. (76,569 unique visitors during July).
- 15-second commercials provided by sponsor to be aired in rotation with 9 other sponsors on newscasts on Artown's Facebook and YouTube channels. Each commercial will run a minimum of 22 times during Artown. (22,000+ unique views during July).
- Sponsor logo on Artown Livestream set piece and backdrop behind hosts for all studio based broadcasts.
- Social media tagging of Sponsor during live shows and chats on all Artown broadcasts.
- Optional 5-minute sponsor interview on Artown Sponsor Special aired on Artown. Facebook and YouTube channels – 20,000 followers.
- Sponsor logo is featured on the Festival Sponsor page on the website accompanied with a link to your website.
- Acknowledgement as a sponsor of one signature headline event annually. This applies year- round; for events that take place during the festival as well as Encore events, outside of festival dates. Sponsor's will be rotated through and we will assign sponsorship for each event as we are able to present events after Covid-19.

- Sponsor acknowledgment/web link in all outgoing Artown e-blasts. (E-list of 8,000).
- Two tickets to every Artown-produced event in a venue with less than 1,000 seats, and four tickets to every Artown-produced event in a venue with over 1,000 seats.
- Three Facebook posts specifically promoting Sponsor (20,000 followers) content by sponsor.
- Optional One feature story in an Artown e-newsletter (content created by sponsor, e-list of 8,000 contacts).
- Banner signage over festival main stages wherever and whenever possible throughout the festival.
- Logo printed on the Artown festival poster.
- Sponsor recognized in festival thank you advertisement.
- Logo printed on the Artown festival t-shirt.
- Sponsor recognized in the annual Artown promotional DVD aired throughout the month on Facebook, website and Media Day.
- Sponsor invited to and recognized at annual Artown Media Day event.
- Sponsor invited to Opening Night VIP reception (TBD).
- Logo printed on the Artown designed postcard, which will be distributed to attendees to send to friends and family around the world. Artown will pay for the postage (2,500 printed).
- Recognized with sponsor logo on the front cover of the annual Artown Final Report which is distributed to all Artown funders.
- Framed and signed Artown festival poster.

### **FISCAL IMPACT**

Should the Commission approve this request for sponsorship of the Artown Festival, 2021, the fiscal impact of this action would be a fee waiver of approximately \$66,340 in park rental fees for the 31-day event.

### **RECOMMENDATION**

It is recommended the Open Space and Regional Park Commission recommend the Board of County Commissioners approve a request for sponsorship of the 2021 Artown Festival; waive park facility rental and use fees [\$66,340] in consideration of Washoe County being recognized as a Sponsor; and approve an agreement with Artown for the Artown Festival 2021 events to be held at Rancho San Rafael Regional Park, July 1-31, 2021.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to recommend the Board of County Commissioners approve a request for sponsorship of the 2021 Artown Festival; waive park facility rental and use fees [\$66,340] in consideration of Washoe County being recognized as a Sponsor; and approve an agreement with Artown for the Artown Festival 2021 events to be held at Rancho San Rafael Regional Park, July 1-31, 2021."

## AGREEMENT

THIS AGREEMENT, made effective as of this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, by and between ARTOWN, hereinafter “Promoter”, and the County of Washoe on behalf of its Community Services Department and Office of the County Manager, hereinafter “County”.

## WITNESSETH

WHEREAS, Promoter desires to hold an event called “Artown” hereinafter “Event”, a portion of which will involve approximately 31 days of live performances and spectator participation; and

WHEREAS, County owns and operates a public park facility known as Washoe County Rancho San Rafael Regional Park, hereinafter “Park”, which is suitable for the needs of Promoter; and

WHEREAS, County is willing to allow Promoter to use a portion of the Park for the Event from July 1-31, 2021;

NOW THEREFORE, the parties agree as follows:

1. Right to Use Park. Promoter shall have the exclusive right to use that portion of the Park designated on the map attached hereto as “Exhibit A” (map), as “Reserved Area”, for the purpose of holding the Event upon the conditions set forth herein. It is acknowledged that other portions of the Park may be used simultaneously by other parties and the Promoter’s use shall not interfere with such other use.
2. Access and Parking. Promoter will be allowed to set up a stage, set up sound and lighting equipment and provide spectator viewing and parking only on those areas designated as “Reserved Area” on the map.

Parking for spectators and Promoter’s staff and volunteers will be restricted to those areas in the event map attached hereto as Exhibit “A” which have been designated as parking areas by the Director or designee of the Community Services Department, hereinafter “Director”.

Only Promoter and its participants will be allowed access to the Park at times when the Park is otherwise closed for the purpose of ingress and egress to the Reserved Area, provided that uniformed security is posted at the Park during such times. The Director may, at his discretion, require an identification card or other type of pass to be issued by Promoter to participants in this Event. Access to the park outside of normal park hours (8:00 a.m.-9:00 p.m.) by other than the Promoter and its participants is prohibited.

Promoter shall have responsibility for and control over the location and manner in which permitted fencing or other barriers are placed around or within the Reserved Area which is set forth in the event map attached hereto as Exhibit "A", and which the location and type thereof has been approved by the Director. Without limiting the Director's power to disapprove, approval may be denied if the proposed use would present a safety hazard or would unreasonably interfere with the use of other areas of the Park by persons not involved with the Event.

3. Rules and Regulations. The promoter and all participants of the Event must comply with all general park rules and regulations. In addition to the general park rules and regulations, the following rules will apply during the events:

- a. Glass bottles or containers are prohibited.
- b. Posted park speed limits must be adhered to.
- c. All access in and out of the park after normal park hours will be limited to the Sierra Street gate only. Spectators must make every reasonable effort to enter and exit the park quietly and respectfully.

4. Responsibilities of Promoter. Promoter shall obtain all necessary licenses and permits required by applicable agencies to conduct the Event and shall provide written proof of such licenses and permits to the Department prior to commencement of the Event. Applicant shall meet with the Washoe County Community Services Department to determine the licenses and permits required by that agency. Promoter shall provide restrooms and sanitary facilities as are required by the Washoe County Health District.

Promoter shall provide staffing to provide for adequate servicing of the Park's public restrooms during and throughout the duration of the Event.

Promoter will be responsible to protect the Park and keep the Reserved area clean throughout the Event and, at the conclusion of the Event, will return the Reserved area to its original condition, normal wear and tear excepted.

Promoter shall be responsible to coordinate the parking layout, ingress, and egress for the spectators.

Promoter shall be responsible for assigning locations for spectators.

Promoter shall be responsible for any and all setup and breakdown associated with the Event.

Promoter shall provide a uniformed security guard at the Sierra Street park entrance gate

from 8:30 p.m. until all spectators and Promoter's staff and volunteers have left the Park, daily during the duration of the event to control unauthorized entrance to the park.

Promoter shall be fully responsible for the security of their equipment, structures, supplies, vehicles and trailers throughout the set up and take down stages for the Event and during the Event itself, and will provide uniformed security to the extent necessary during the Event.

All Promoter improvements required for the successful completion of the Event shall be Promoter's responsibility and must be authorized in writing by the Director or designee. Promoter will be responsible to inspect the area of the Park being used by it before it accepts said area from County. Promoter will either notify County of any such hazard(s), and/or take steps to eliminate such hazards which it is reasonably able to fix when presented to it in said area during the inspection. If Promoter is able to, it will take steps to eliminate such hazards presented to it which are necessary to adequately protect Promoter's users of said portion of the Park, without affecting that portion of the Park's normal use. If hazard(s) are identified by Promoter during its initial inspection, it will take reasonable steps to protect its users of said portion of the Park from hazards by either the installation of barricades, coverings, or warning signs. Inspection of and acceptance of the area of the Park being used for the Event by Promoter, without first providing notice to County of said hazard, constitutes waiver of any subsequent claim(s) related to the condition of that area of the Park being used by Promoter, for which Promoter knew about without first notifying County, or which they could have reasonably discovered during the initial inspection of the Park prior to acceptance of the area of the Park.

Promoter shall provide dumpsters and trash receptacles as deemed necessary and agreed by County.

Promoter shall be responsible for arranging for recycling collection services for participants and spectators. The following items will be collected:

Beverage containers - plastic bottles, aluminum cans

Packaging material - cardboard boxes, boxboard, and clean paper

Promoter agrees to arrange for portable recycling containers next to trash cans, and service the containers as necessary. Appropriate signage for vendors and attendees should be set up to provide notice of where to place recyclables.

Promoter shall provide the necessary ample lighting as deemed necessary for safe use of the Reserved Area. County shall provide services as outlined in Section 4 of the Agreement. In the event it becomes necessary for County to provide additional services not otherwise described herein, or if County provides any additional services requested by Promoter, Promoter agrees to pay County its customary charge for such services.

Promoter shall only permit 2000 or fewer spectators for each daily event.

Promoter shall be responsible for ensuring that all Event spectators are aware and comply with the rules and regulations outlined in Section 3 in addition to the general park rules and regulations.

Promoter shall not commence any setup before 8:00 a.m. on Monday, June 28, 2021.

Promoter shall remove, or have removed, from the park all equipment, vehicles, trailers, and/or other event items prior to 9:00 p.m. on Wednesday, August 4, 2021. If Promoter does not have all equipment, vehicles, trailers, and/or other event items removed by 7:00 p.m. on August 5, 2021, a fee of \$500.00 will be charged as a late fee. An additional \$500.00 will be charged per day for every day after until all equipment, vehicles, trailers, and/or other event items are removed and cleanup is complete.

5. Services by Parks. County shall provide the following assistance:

Ranger Patrol provided by Parks from its staff, as are available during the event.

Public restrooms will be left open, provided Promoter provides adequate staffing to service restrooms during and throughout the duration of the Event.

6. Advertising and Promotion. Promoter will be solely responsible for any advertising or promotion of the Event, provided that any advertising or promotion shall refer to the location as “Washoe County's Rancho San Rafael Regional Park”. Promoter agrees that any such advertising or promotion will establish that the County is sponsoring the Event as a Festival sponsor. Washoe County will be considered a Category Exclusive Festival Sponsor of the 2021 Artown Festival and for this consideration shall receive all of the benefits included in the Category Exclusive Festival Sponsor information packet attached hereto as “Exhibit B” (Sponsor packet).

7. Indemnification and Insurance. County has established specific indemnification and insurance requirements for organizations using County facilities or property. Indemnification and hold harmless clauses are intended to assure that the organization accepts and is able to pay for

the loss or liability related to its activities.

Attention is directed to the insurance requirements below. It is highly recommended that the Promoter confer with their respective insurance carriers or brokers to determine in advance of the availability of insurance coverage and notification requirements as prescribed and provided for herein.

Indemnification Agreement: Promoter agrees to hold harmless, indemnify, and defend County, its officers, officials, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death, personal injury, or property damage to property of others and to Promoter's property caused by any action, either direct or passive, the omission of, failure to act, or negligence on the part of Promoter, its employees, volunteers, agents, representatives, contractors, or subcontractors arising out of the use of the Park premises or by those other(s) who are specifically identified as being under the direction, supervision, or invitation of Promoter.

In the event of a lawsuit against the County, its officers, officials, agents, employees, or volunteers who are not otherwise being defended by Promoter and/or Promoter's insurance carrier, then in that event, Promoter shall reimburse County at the conclusion of litigation for costs of County personnel in having to defend such actions, unless litigation determines that County was solely negligent, and/or had engaged in intentional tort(s). Reimbursement for the time actually spent by County's Counsel in having to defend County in said action, shall be charged at the rate which would be charged by private counsel for their services.

General Requirements: Promoter shall purchase Industrial Insurance and General Liability as described below. The cost of such insurance shall be borne by the Promoter.

Industrial Insurance: It is understood and agreed that there shall be no Industrial Insurance coverage provided for Promoter by the County. As Promoter has no employees, it is their intent not to purchase Industrial Insurance. Promoter is to require all subcontractors to provide industrial insurance coverage and agrees to hold harmless, indemnify, and defend County from and against any claim filed by any Promoter employee or volunteer which would have been covered by Industrial Insurance, had it been in place.

Minimum Limits of Insurance:

- a. General Liability: \$2,000,000 combined single limit per occurrence \$2,000,000 annual aggregate for bodily injury, personal injury and property damage. The limit



provided by this policy will be dedicated to this event and any aggregate limit will not be eroded by any other extent loss or party. Coverage shall not be less than equivalent to the above form except upon prior written approval by County's Risk Management Division. All liability coverage shall be on an "occurrence" basis.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County's Risk Management Division, in writing. The County reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the County's Risk Manager prior to the change taking effect.

Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability, arising out of the activities performed by or on behalf of Promoter, including the insured's general supervision of Promoter; products and completed operations of Promoter; premises owned, occupied or used by Promoter; or automobiles owned, leased, hired or borrowed by Promoter. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officer, officials, employees or volunteers.
- b. Under the property damage coverage provided by the Promoter's insurance contract, it is understood that with respect to damage to County property by Promoter or by others under its direction, supervision, auspices, or invitation, it will be covered by the policy without regard to the County being an insured and the operation care custody and control exclusion.
- c. The full limits of liability provided by this policy including any general aggregate limit will apply separately to this event.
- d. Promoter's insurance coverage shall be primary insurance as respects as to County, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained by County, its officers, officials, employees, or volunteers shall be excess to Promoter's insurance and shall not contribute with it in any way.

- e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided by the Promoter to County, its officers, officials, employees or volunteers.
- f. Promoter's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- g. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or not renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to County.

Verification of Coverage: Promoter shall furnish County with original endorsements effecting coverage and with certificates for all insurance required by this contract. The endorsements and certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by County thirty (30) days prior to the event. County reserves the right to require complete certified copies of all required insurance policies at any time.

8. Termination. County shall have the right to terminate this Agreement and require immediate vacation of the premises in the event Promoter fails to comply with all the terms of this Agreement or any applicable federal, state, county or city laws, ordinances or rules.

9. Governing Law. The Agreement shall be governed by the laws of the State of Nevada, both as to interpretation and performance. Any lawsuit arising out of this Agreement shall be brought in the Second Judicial District for the State of Nevada.

10. Attorney Fees. In the event either party is required to bring legal action to enforce the provisions of this Agreement, the prevailing party shall also recover reasonable attorneys' fees and costs of suit. Any legal action will be brought in the Second Judicial District for the State of Nevada.

11. Assignment. This Agreement shall be binding upon the parties, their representatives, successors and assigns. No assignment or transfer of this Agreement or any part thereof shall occur unless mutually agreed upon in writing by both parties.

12. Modification. This Agreement may be modified in writing and signed by both parties.

13. Severability. Each paragraph and provision of the Agreement is severable, and if one or more paragraphs or provisions of the Agreement are declared invalid, the remaining paragraphs

and provisions of this Agreement will, if possible, remain in full force and effect.

14. Entire Agreement. This Agreement and referenced exhibits incorporated herein constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

15. Payment to County. Promoter will not pay any rental or use fee for event in consideration of Sponsorship status of Washoe County for the 2021 event.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

WASHOE COUNTY, NEVADA

Artown

By \_\_\_\_\_  
Robert Lucey, Chair

By \_\_\_\_\_  
Beth Macmillan, Executive Director

STATE OF NEVADA     )  
                                  )ss  
COUNTY OF WASHOE    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, Beth Macmillan, personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.

\_\_\_\_\_  
Notary Public

Zoom to Area...

# Exhibit A

Basemaps...



**Reserved Area**

RANCHO SAN RAFAEL REGIONAL PARK

**Parking Area**

**Parking Area**

002-101-12 002-101-11 002-101-10 002-101-09 002-101-08 002-101-07 002-101-06 002-101-05 002-101-04 002-101-03 002-101-02 002-101-01

002-064-05 002-064-04 002-064-03 002-064-06

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### **Category Exclusive Festival Sponsor**

Logo exposure throughout the entire year shared with ten (10) other exclusive sponsors. These sponsors include; NV Energy, IGT, Reno Tahoe, Nevada State Bank, Wild River Grille, PBS Reno, KUNR, KRNV/FOX 11/NSN, Nevada Arts Council and The National Endowment for the Arts.

The City of Reno is our major funder and their logo is printed larger than all others.

Artown has been inspiring community through the arts since 1996. Artown is a leader in the northern Nevada arts and culture industry using the festival as a platform to present culturally diverse and thought-provoking performances. During the July summer arts festival, we feature over 500 multi-disciplinary events in over 125 locations, of which 75% are free admission. Your support will include both the July festival and the year-round Encore series.

Artown offers a singular opportunity: Embedded within the community, it is the only arts organization that reaches into the hearts and minds of every person; children, families, adults, seniors and students from every economic and cultural background. The festival lays the foundation of inviting arts and culture to be a part of the social capital, demonstrating that the arts are what make communities work.

### **2021 Artown Festival Sponsorship Benefits**

- One full-page ad in 50,000 printed English Little Books and 5,000 printed Spanish Little Books. Artown will also feature your festival ads in the digital edition of the Little Book. Artown receives numerous inquiries each year about how to purchase advertising in this popular annual publication, the answer is simple: an ad cannot be bought. These pages are reserved exclusively for our sponsors; it is not a benefit that will be sold. In addition, all sponsor logos are featured on the Festival Sponsor page in the printed and digital Little Book.
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- Framed and signed Artown festival poster.

For Sponsor:

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Web Site Address URL: \_\_\_\_\_

Logo: \_\_\_\_\_

Sponsor Recognition (how do you want your organization listed):

\_\_\_\_\_

For Artown:

\_\_\_\_\_

Date: \_\_\_\_\_

Beth Macmillan – Executive Director