

SPONSORSHIP FORM

CowParade Harrisburg 2004



cow parade™

HARRISBURG 2004

www.cowparade.net

COMPLETE THE INFORMATION REQUESTED AND SIGN YOUR NAME ON THE LEFT-HAND SIDE OF THIS PAGE

Yes! I/we want to become a patron of Cow Parade

Name/Title _____

Company _____

Email _____

Phone _____

Fax _____

Address _____

State/Zip Code _____

SIGNATURE _____

- 🍏 **Choice Sponsor** 1 Cow \$ 6,000
- 🍏 **Prime Sponsor** 1 Cow to keep \$10,000
- 🍏 **Herd Sponsor** 3 Cows, keep 1 \$25,000

Listing on Cow Plaque and in printed materials (max 30 characters): _____

Payment: 🍏 Check Enclosed 🍏 Invoice Me

Please indicate how you will select artwork for your cow(s):

- I will directly commission an artist of my choice to create a design(s) and execute the finished cow(s).
- I will select from the portfolio of selected designs submitted to Cow Parade Harrisburg 2004

You ("You" or "Your") acknowledge that You are submitting this Sponsorship Form and a check in the amount of Your chosen sponsorship level to the CowParade Harrisburg 2004 address listed above in exchange for certain promotional benefits to be provided by CowParade Harrisburg 2004. ("Us", "We", or "Our") regarding CowParade Harrisburg 2004.

You agree to be legally bound by the following terms and conditions:

1. The benefits to be provided by Us to You are described on the other pages of this Sponsorship package and are subject to the terms and conditions of this Sponsorship Form.

2. We will determine the location(s) in the Harrisburg vicinity where the cow(s) You adopt will be placed. If You commission any design for any of Your adopted cow(s) You agree to and understand Your commissioned artist will comply with the guidelines and approval process for commissioned designed to be provided by Us.

3. If Your adopted cow(s) sustain damage during the event, We, in Our sole discretion may make reasonable repairs to Your adopted cow(s) and shall determine if, when and how We will repair Your adopted cow(s).

4. You will be permitted use the name "CowParade" and the cow design(s) which appear on Your adopted cow(s) only for the purpose of general promotion or advertising of Your products or services and until December 31, 2004. We must approve any use by You of the name "CowParade" or the cow design(s). We will respond to a request for approval within ten business days after you make the request to Us. You acknowledge and agree that You do not own any right, title, interest in the name "CowParade" or any of the cow design(s) that the name and the design(s) cannot be attached to, incorporated into or distributed with any product or merchandise by You or on behalf of that You will not use the name or the design(s) to reflect adversely upon Our good name or upon the high character of the name and the designs.

5. We will determine which of the adopted cow(s) if any, are to be auctioned. You will not be entitled to receive any proceeds from auctioning any of Your adopted cow(s).

6. The Sponsorship Form does not create a joint venture or partnership, employer and employee, or principle and agent relationship between You and Us, nor does it give You any ownership interest in the adopted cow(s). We own the adopted cow(s). For prime sponsors and other pre-auction purchasers of cows, the transfer of title to the sculptured cow will occur following the live auction. If you materially violate the terms or conditions of this Sponsorship Form or if You choose to commission a design for Your adopted cow(s) but do not comply with the guidelines and approval process for commissioned designs referred to above We reserve the right to terminate Your sponsorship of the adopted cow(s).

7. You cannot transfer or assign this Sponsorship Form or any part of it without receiving prior consent from us.

8. No waiver of any term or condition in the Sponsorship Form will be valid unless in writing and signed by the waiving party. Any modification of any form or any term or condition in the Sponsorship Form will not be effective unless in writing and signed by both You and Us.

9. The internal laws of the Sate of Pennsylvania will govern this Sponsorship Form. Neither You nor We will be liable to each other for any lost profits or saving, or other special, indirect, incidental, punitive, or consequential damages, even if You or We have been advised of the possibility of or could have foreseen such damages.

Cow Parade Harrisburg 2004 is a division of Whitaker Center for Science and the Arts. The official registration and financial information of Whitaker Center for Science and the Arts may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania