

LEGACY WALK INDUCTEE PLAQUE CORPORATE-COMMERCIAL SPONSORSHIP AGREEMENT PART I

This Sponsorship Agree	ement ("Agreement"), dated the _	day of	, in the year
, is being made as				
not-for-profit corporation	on and the following:	:		
THIS SPONSO	ORSHIP IS BEING	ARRANGE	O WITH (CHECK	ζ [✓] ONE:)
An Individual _	A Group of Indi	ividuals	_ An Organization	A Business
("Sponsor") List All N	(ame(s):			
("Sponsor") Organiza Address:			le):	
Email Address:				
Day Ph				

SPONSOR HEREBY ACKNOWLEDGES THE FOLLOWING:

THE LEGACY WALK is an outdoor "walking museum" dedicated to commemorating the contributions made by Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) persons to world history and culture. THE LEGACY WALK features a series of 18" x 24" cast bronze memorial plaques mounted on each of the "Rainbow Pylons" that identify the half-mile North Halsted Street corridor in Chicago's "Northalsted" community as the epicenter of the city's diverse LGBTQ population – Chicago's newest Historic Landmark – the largest LGBTQ Historic Site on earth.

Each bronze memorial honors an inductee with their likeness and a paragraph commemorating their life and accomplishments. Every plaque honoring an individual or historic milestone selected for Induction (the "Inductee") in any given year will be available for sponsorship by an individual, a group of individuals, an organization or corporate giving entity. The sponsorship will include a plate affixed below the Inductee plaque acknowledging the sponsorship (the "Dedication Plate").

Dedication Phases I through IX of THE LEGACY WALK took place on successive Octobers beginning in 2012 through 2021 in recognition of LGBTQ History Month and the annual

commemorations of "National Coming-Out Day." The number of Inductees dedicated annually depends on a) the number of individuals, groups or corporate underwriters who come forward each year and/or b) the number of new Inductees the Project elects to add. The Phase X Dedication Ceremony will take place on Saturday October 15, 2022.

Each Inductee plaque that has been a part of THE LEGACY WALK for at least three (3) years* may be moved to a new location on THE LEGACY WALK or removed entirely to an indoor facility to make space for new Inductees. This process, known as "Inductee Plaque Rotation", is intended to give the Legacy Project the ability to maintain demographic balance on THE LEGACY WALK, which is a legal requirement of our User Agreement with the City of Chicago. In any event, the Dedication Plate will accompany the Inductee plaque at all times to ensure that the sponsor's commitment is always recognized regardless of where the plaque is displayed after it has been rotated off THE LEGACY WALK. Final determination of when an Inductee plaque is rotated – and to where – will be decided by the Project alone, including the option to return any plaque to THE LEGACY WALK if deemed necessary to the integrity of the installation as a whole. [*NOTE: Due to the number plaques, and the multi-year spread of their dedications, most plaques are expected to be exhibited on THE LEGACY WALK for a minimum of eight (8) years, though this is not guaranteed.]

PART II

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

SECTION I SPONSORSHIP CATEGORY

(Check [✓] one from the following list:)

TYPE (1): SPECIFIC INDIVIDUAL
Sponsor agrees to sponsor the following Inductee:
TYPE (2) HISTORIC MILESTONE
Sponsor agrees to sponsor the following Milestone:
TYPE (3) GENERAL SPONSORSHIP
Sponsor agrees to sponsor a plaque for an Inductee selected at the Project's sole discretion.

SECTION II DEDICATION PLATE INSCRIPTION

Sponsor shall have the ability to customize the Sponsor Plate, though certain limitations will apply, as described below.

Please check $\lceil \checkmark \rceil$ one of the following templates below:

TEMPLATE "A" (Corporate/Business/Organization Dedication)

THIS PLAQUE WAS MADE POSSIBLE THROUGH THE GENEROSITY OF

LEVI-STRAUSS CORPORATION

DEDICATED OCTOBER 11, 2022

TEMPLATE "A" SAMPLE

-18.75"-

- a) The top line will say: "This plaque was made possible through the generosity of"
- b) The second line will list the name of the Corporate/Business/Organization Sponsor
- c) The third line will list the dedication date. [*NOTE: No corporate logos are allowed]

_ TEMPLATE "B" (Memorial Dedication)



a) The top line will say: "THIS PLAQUE IS DEDICATED IN MEMORY OF"

- b) The second line will list the name of the Dedicatee:
- c) The third line will say: "AND WAS MADE POSSIBLE BY *Sponsor name*" (Due to space limitations, please limit multiple individuals serving as Sponsor to no more than four (4) names.)
- d) The fourth line will list the dedication date.

_ TEMPLATE "C" (Statement Dedication)

DEDICATED OCTOBER 11, 2022 IN MEMORY OF ALL LESBIAN, GAY, BISEXUAL AND TRANSGENDER YOUTH WHO HAVE COMMITTED SUICIDE YOU WILL NEVER BE FORGOTTEN MADE POSSIBLE BY THE HIGHFIELD GROUP 18.75"

TEMPLATE 'C' STATEMENT SAMPLE

- a) The upper portion will begin with "DEDICATED OCTOBER 11, 2022"
- b) The body will feature a brief statement or phrase of commemoration sentiment.
- c) Space permitting, the bottom section will say: "MADE POSSIBLE BY Sponsor"

____ TEMPLATE "D" (Group Sponsor Dedication)

THIS PLAQUE WAS MADE POSSIBLE THROUGH THE GENEROSITY OF

PAUL HIGHFIELD & RONALD PUSKARITS,
PAUL DESOUSA & PATRICK F. TORRES,
ELIZABETH LIECHTY, KAREN RILKE & ROGER DUBBS,
KIT & JO WELCH, SHANNON CUNNINGHAM
DEDICATED OCTOBER 11, 2020

TEMPLATE "D" GROUP SPONSOR

- a) The top line will say: "THIS PLAQUE WAS MADE POSSIBLE THROUGH THE GENEROSITY OF"
- b) The body will list the sponsor(s) names. Due to space limitations, if there is more than one individual Sponsor, no more than eight (8) to ten (10) names may be incorporated into the Dedication Plate, depending on the length of the names.
- c) The third line will list the dedication date.

*NOTE: Within reason, as determined solely by the Project, requests for minor adjustments in Dedication Plate formatting and customization will be considered (except as already limited elsewhere in this Agreement).

[NOTE: All Dedication Plate text must be approved in advance by the Project.]

PART III SECTION I SPONSORSHIP DETAILS

In consideration of the rights granted to Sponsor by the Project hereunder, Sponsor agrees to pay to the Project a sponsorship fee ("Fee") as set forth below:

SPONSORSHIP FEE (\$15,000): Sponsor's selected Inductee Plaque and Dedication Plate will be installed as part of THE LEGACY WALK outdoor walking museum on Halsted Street in Chicago, IL (in so long as such installations are permitted under the Project's exclusive City of Chicago Pylon User Agreement) for a minimum of one (1) years ("Term") commencing with the applicable Dedication Date. Project shall have the right, in its sole discretion, to increase the length of the Term. After expiration of the Term and at the sole discretion of the Project, the plaque and its Dedication Plate may be rotated into an indoor exhibit space where they will remain on display for that period of time as determined by the Project at its sole discretion. Sponsor's selected Inductee Plaque and Dedication Plate may, at the Project's sole discretion, be rotated back into the outdoor installation, and/or may periodically become part of a traveling exhibit. Absent of a Sponsorship Termination (see below) the Sponsor's selected Inductee Plaque and Dedication Plate will remain joined so long as the Project exists.

SPONSOR WILL PAY THE FEE TO PROJECT AS FOLLOWS: A minimum One Thousand Dollar (\$1,000.00) deposit is due upon execution of the Standard Sponsorship Agreement. The remainder of the Fee is due in full by the close of business on August 31, 2022 (the "Agreed Payment Deadline Date") unless the Sponsor makes an approved alternate arrangement. If the Sponsor fails to pay the Fee by the Agreed (or Alternate) Payment Deadline Date, the Project shall have the right to terminate this Agreement. Any portion of the Fee paid prior to termination will be retained by the Project as a donation to the Project by Sponsor.

SPONSOR ACKNOWLEDGMENT: Within sixty (60) days of the Project's receipt of the executed Agreement, a virtual representation of the Sponsor's Dedication Plate will be generated for the sponsor's approval. All identification of authors, editors, academic advisors, and sponsors will be posted – along with a mock-up of the Dedication Plate and the Plaque – on the Project website.

SECTION II

OWNERSHIP

Sponsor acknowledges and agrees that the Project will be the sole and exclusive owner of the Sponsor's selected Inductee Plaque and of all right, title and interest (including, without limitation, the copyright) in and to the Dedication Plate and the Mock-Up. Sponsor will not reproduce Sponsor's Inductee Plaque or Dedication Plate in any medium without the prior, written permission of the Project. During the Term, the Project shall have the right to use Sponsor's name to publicize, advertise and promote the Project in any and all media now known or hereafter devised.

AUTHORITY

Each party represents and warrants that it has the legal right and authority to enter into this Agreement and its performance and the rights granted to it hereunder will not conflict with or violate any commitment or agreement that party has to or with any other person or entity. The Project represents and warrants that it has obtained, and will maintain during the Term, all necessary state and city permissions, consent and licenses required to conduct the activities of the Project described herein.

TERMINATION

The Project shall have the right to terminate this Agreement, upon written notice to Sponsor, in the event (i) the City of Chicago (or one of its agencies with final authority) requires the Project to remove the Sponsored Inductee Plaques, Dedication Plates and mounting assemblies from the pylons and/or requires the Project or other entity to remove the pylons; (ii) the Project is compelled to cease performance of its obligations hereunder for a period of at least thirty (30) consecutive days because of (a) the passage after the date hereof of any laws or regulations, (b) any strikes, boycotts, lockouts, or other labor disturbances, (c) interruption of power, (d) temporary or permanent lack or loss of supplies or production for reasons outside the Project's reasonable control, (e) fire, (f) war or act of terrorism, or (g) severe weather; (iii) a petition in bankruptcy being filed by or against one of the parties hereto or such party becoming insolvent or making an assignment for the benefit of its creditors or any arrangement pursuant to any bankruptcy law or a petition for receivership or any other relief under the laws of any state being filed by or against the other party or the other party's discontinuing its business or having a receiver appointed for it, or the other party admits in writing its inability to pay its debts as they become due; (iv) Sponsor

commits any act which would bring Sponsor and/or the Project into disrepute or result in public humiliation; or (v) the Project learns of any fact about the inductee being sponsored that would bring the inductee, the Sponsor and/or the Project into disrepute or would result in public humiliation for the Sponsor and/or the Project. In the event of termination pursuant to this clause, neither party shall have any further obligation to the other, financial or otherwise, and all rights granted by one party to the other shall immediately revert to the granting party. Following such termination, the Project shall remove Sponsor's Dedication Plate and/or the Inductee Plaque from THE LEGACY WALK and any other public or internet displays as devised by the Project.

ASSIGNMENT

Neither party shall have the right to assign this Agreement, in whole or in part, to any other person or entity.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the courts of Cook County, Illinois shall have exclusive jurisdiction over any dispute arising from or related to this Agreement.

ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. Each party acknowledges that it is not entering into this Agreement in reliance upon any term, condition, representation or warranty not stated herein and that this Agreement replaces any and all prior and contemporaneous agreements, whether oral or written, pertaining to the subject matter hereof. This Agreement shall not be modified, revised or amended except in a writing signed by both parties.

HEADINGS

The paragraph headings contained herein are for convenience only, and they shall not affect the construction of any provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE LEGACY PROJECT	PRINCIPAL/AUTHORIZED SPONSOR		
By	By		
Title	Title		