



2018 YEARBOOK SPONSORSHIP AGREEMENT:

This Agreement is made and entered into by and between **New Orleans Society Of Dance, LLC**, (hereinafter referred to as “Company”) and MaryNell Anderson for **SPINE DIAGNOSTICS AND PAIN MANAGEMENT CENTER** (hereinafter referred to as “Sponsor”). WHEREAS, Company wishes to obtain advertisement with **The New Orleans Baby Doll Ladies 2018 “Sweet Shoppe” Yearbook** coordinated/ published by Company; AND, WHEREAS, Sponsor wishes to obtain certain advertising and promotional rights in connection with the **The New Orleans Baby Doll Ladies 2018 “Sweet Shoppe” Yearbook**; NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and the mutual benefits to be derived from this Agreement, the parties hereby agree as follows:

- 1. Term of Agreement.** This agreement shall commence on the date it is fully executed and shall continue in full force and effect for a period of six months/until occurrence of Spring 2019 publication, unless this Agreement is terminated earlier pursuant to the provisions hereof.
- 2. Rights to Sponsor’s Logo, Trademarks, and Tradenames:** The use by the Company of the Sponsor’s logo, trademarks, and tradename under the terms and conditions of this Agreement shall inure solely and exclusively to Sponsor, and the Company shall acquire no goodwill or other interest in them. Sponsor hereby grants to the Company the restricted license to use the Sponsor’s name for purposes of identification and the promotion of specified publication, promotional events and activities of the Company. Sponsor also hereby grants to the Company the restricted license to use the Sponsor’s logo associated with the name of the Sponsor to carry out the Company’s obligations under this Agreement. The term “restricted license” hereby requires Company to obtain prior written approval by the Sponsor on any and all items for which the Sponsor’s logo, trademark, and tradename will be used. This includes, but is not limited to, banners, promotional items, advertisements, and the like.
- 3. Sponsorship Fee.** The fee payable by Sponsor to the Company shall be Five Hundred Dollars (\$500.00) **due on November 15, 2018**. Payment not received by the due date will be in default of this Agreement.
- 4. Sponsorship.** Company warrants that it has the right to grant, and hereby grants, to Sponsor(s) the following advertisement and incentive(s) (during the term of this Agreement): ***\$300 – single, one-fourth (1/4) page advertisement/ layout in full color plus one complimentary yearbook.**
- 5. Fulfillment Of Services:** Before we are required to begin fulfillment of the Services, You must submit to Us: (a) a fully completed Ad-Space Form or other forms requested by Us; (b) Your Artwork; and (c) full payment for the Services. **Your Art-Work must comply with Our Content Guidelines (available upon request) and all applicable laws and regulations.**
 - We reserve the right to conduct a content evaluation on Your Art-Work and The Work ("Content Evaluation") solely and exclusively for Our internal purposes. You may not rely on the Content Evaluation, or any results We may share with You for any purpose whatsoever. If We have reason to believe that Your Art- Work does not comply with Our Content Guidelines, in Our sole discretion, We may require that You revise the Art-Work



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in order to bring it into compliance, and We may remove The Work from distribution until such revisions are made. If you choose not make the necessary revisions to comply with Our Content Guidelines, You or We may terminate this Agreement.

- When We have received proofs of the created Work, We will provide You with an electronic copy for Your complete and thorough review prior to publication. If, upon review, You are satisfied that each and every aspect of The Art-Work is accurate, complete and meets Your expectations, You will sign all requested forms to indicate Your final approval and return them to Us in a timely manner. After Your final approval is given, Sponsor Ad Fees are non refundable, You waive any and all claims against Us or Our Contractors arising from or related to any alleged errors, omissions or other content or pricing issues discovered in The Work after final approval. You are responsible for the Fees for any subsequent changes, corrections or other Services requested by You after final approval.

6. Termination. The following shall constitute a breach and material default of this Agreement: 1) The failure by Sponsor to cure payment default under this Agreement; and/or 2) Either party's failure to comply with a material term or condition of, or to satisfy a material obligation it has assumed under this Agreement.

In the event either party to this Agreement fails to perform any obligation hereunder, or violates any provision of this Agreement, the other party may give notice to such party of such failure and demand the performance of such party's obligations hereunder or compliance with the terms and conditions hereof within a reasonable period after the date of such notice, which period shall not exceed seven (7) days. In the event the party receiving notice of such failure or violation does not correct, remedy, or cease such failure or violation within the time specified in such notice, the other party may terminate this Agreement, whereupon all obligations of the parties hereto that had not been incurred as of the effective termination date shall terminate.

7. Force Majeure; Substantial Damage. In the event that either party to this Agreement is unable to perform its obligations hereunder or to enjoy any of its benefits because of substantial damage or destruction to the venue or organization due to any cause, a natural disaster, or action or decree of governmental body with appropriate jurisdiction (hereinafter referred to as a "Force Majeure Event"), the party that has been so affected shall immediately give notice to the other party of such fact and shall do everything possible to resume its performance. If the party is unable to perform, the party that received such notice may terminate this Agreement by giving notice thereof to the party unable to perform because of such Force Majeure Event.

8. Indemnification. Each party hereto shall indemnify and hold the others (hereinafter the "indemnified parties") harmless from any and all losses, claims, actions, damages, and expenses arising out of or resulting from every act or omission of the indemnifying party or any of its officers or employees under this Agreement. In the event that any suit based upon any such loss, claim, action, damage, or expense is brought against the indemnified parties, the indemnifying party, upon notice of the commencement thereof, shall defend the same at its sole cost and expense; and if final judgment be adverse to the indemnified parties or the indemnified parties and the indemnifying party, jointly the indemnifying party shall promptly satisfy the same.



2018 YEARBOOK SPONSORSHIP AGREEMENT:

9. Assignments. No assignment of the rights associated with the sponsorship herewith and otherwise granted herein shall be effective without the prior written approval of the Company, as appropriate, whose approval shall not be unreasonable withheld; provided, that a party's approval or disapproval of an assignment shall be based solely on the financial and operational capacity of the proposed assignee to performed the obligations it would assume were approval granted for such assignment.

10. Notices. Any notice or communication to be given by one party to the other under this Agreement must be in writing; it shall be deemed to have been given when received by the party to whom it is addressed. Such notices or communications shall be delivered or sent to the mailing and, or email addresses each party specifies in writing upon execution of the Agreement.

11. Amendments. No addition to, deletion from, or other modification of any of the provisions hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.

12. Applicable Law; Venue. Constructed under the laws of the State of Louisiana.

13. Captions. The titles of the articles, section, and subsections of this Agreement are for convenience only, and do not define or limit the contents.

14. Waivers. No waiver of full performance by either party shall be constructed, or operate, as a waiver of any subsequent default of any of the term, covenants and conditions of this Agreement. The payment or acceptance of fees or changes for any period after default shall not be deemed a waiver of any right or acceptance of defective performance.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto respecting the subject matter hereof, and there are no understandings or agreements between them respecting the subject matter hereof, written or oral, other than as set forth herein.

In Witness Whereof, the parties hereto have executed this Agreement by having their duly authorized representative(s) sign his/her/their name(s) in the respective spaces provided below:

For Company (New Orleans Society Of Dance) For Sponsor (SPINE DIAGNOSTICS)

By:

By:

Millisia White

(Signature)

(Signature)

Millisia White

(Printed name of signer)

(Type or print name of signer)

Artistic Director

(Title of signer)

(Type or print title of signer)

October 24, 2018

(Date)

(Date)