

These Terms and Conditions are made a part of the Sponsorship Agreement between the Association and Sponsor (the “**Parties**”) and effective on the last date the Sponsorship Agreement was signed by the Parties (the “**Effective Date**”). In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Term.** The term of this Agreement will commence on the Effective Date and will continue until August 10, 2019, unless this Agreement is terminated earlier by either Party as set forth in **Section 7** below (the “**Term**”).

2. **Contribution Schedule.**

a. In consideration for the right to be a sponsor at the Partnership Level the Sponsor marked on the Sponsorship Agreement (“**Partnership Level**”), and to be acknowledged by Association as a sponsor during the Term of this Agreement. Sponsor agrees to make a cash contribution to Association in the amount the Sponsorship Fee, to be paid in a single lump-sum within thirty (30) days of the Effective Date.

b. The Sponsorship Fee shall constitute payment by Sponsor solely for Sponsor’s right to be sponsor at its Sponsorship Level and to be acknowledged by Association as a Sponsor. Such contributions shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by Association on behalf of Sponsor, or income from a partnership or joint venture.

c. To the extent that any portion of a payment under this **Section** would not (if made as a separate payment) be deemed a qualified sponsorship payment under Section 513(i) of the Code, such portion of such payment and the other portion of such payment shall be deemed and treated as separate payments.

3. **Sponsorship.** During the Term of this Agreement, Association hereby agrees to identify and acknowledge Sponsor as a sponsor at its Partnership Level, as permitted in connection with qualified sponsorship payments under Section 513(i) of the Code and the Treasury regulations thereunder. For some Sponsors, such identification and acknowledgment shall include displaying Sponsor’s corporate logo and certain other identifying information (as permitted in connection with qualified sponsorship payments under Section 513(i) of the Code and the Treasury regulations thereunder during the Term, in and around the property on which the Williamson County Fair is held and on the Association’s Website (pursuant to **Section 4** below) in connection with the Fair and , as well as on marketing, advertising, and other appropriate promotional media and materials in connection with the Fair, as set forth in at its Partnership Level. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment shall be determined by Association in its sole discretion, and shall not include (a) comparative or qualitative descriptions of Sponsor’s products, services, or facilities; (b) price information or other indications of savings or value associated with Sponsor’s products or services; (c) a call to action; (d) an endorsement; or (e) an inducement to buy, sell, or use Sponsor’s products or services.

4. **Mutual Linking Agreement.** During the Term of this Agreement, Sponsor shall be permitted to maintain an Internet hyperlink on the Association’s Website to the home page of Sponsor’s Website. Association agrees to incorporate the exact, unaltered, graphical file image to be electronically provided by Sponsor (“**Sponsor’s Link Logo**”) into the HTML files located on the Association’s Website. The specific placement, appearance and operation of the Sponsor’s Link Logo shall be determined by Association in its sole discretion. No pages from Sponsor’s Website may be placed in a frame on any page of Association’s Website. Association does not endorse, approve, certify, or control Sponsor’s Website and does not warrant, guarantee or make any representations regarding the accuracy, completeness, efficacy, timeliness, merchantability, or fitness for a particular purpose of the content or data located on such site. Reference therein to any specific product, process or service does not constitute or imply endorsement, recommendation or favoring by Association. Association is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, reliance on, or performance of such content or data. Sponsor’s Link Logo shall terminate and be removed immediately from Association’s Website upon the termination or expiration of this Agreement.

5. **Relationship of Parties.** The relationship of the Parties to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the Parties. Neither Party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other’s monetary credit in conducting any activities under this Agreement, or to represent that Association is in the business of providing the products and/or services provided by Sponsor.

6. Termination. This Agreement shall terminate: (i) upon the occurrence of a material breach of a material provision by either Party hereto if such breach is not cured within fifteen (15) days after written notice of such breach is received by the breaching Party from the non-breaching Party identifying the matter constituting the material breach; (ii) upon written notice provided by either Party to the other Party no less than thirty (30) days prior to the end of Term; or (iii) at any time upon the mutual written consent of both Parties.

7. General Provisions.

a. Warranties. Each Party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of the Parties' obligations hereunder, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this Section shall survive any termination or expiration of this Agreement.

b. Waiver. Either Party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

c. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Tennessee. Any legal action taken or to be taken by either Party regarding this Agreement or the rights and liabilities of Parties hereunder shall be brought only before a state or local court of competent jurisdiction located within Williamson County, Tennessee.

d. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either Party without the express prior written consent of the other Party.

e. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Party, its subsidiaries, affiliates, related entities, partners, shareholders, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

f. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

g. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the Parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both Parties.

h. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

i. Force Majeure. Neither Party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

j. Attorney Fees; Expenses. In the event of a controversy, claim or dispute between the parties arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses and attorney's fees, from the other party. Such fees and expenses shall include but not be limited to, court costs, professional fees and other litigation expenses through all appellate levels and in bankruptcy court. This provision shall survive the expiration or termination of this Agreement.