



2011 CHRISTMAS IN THE PARK SPONSORED TREE DECORATING AGREEMENT

One of the most popular displays at Christmas in the Park is the Holiday Tree Gallery! Located in the north end of the park, more than thousands of visitors will stroll through the winter wonderland of lights to admire the beautifully decorated trees. This is a great opportunity for company recognition and to show how much you are involved in your community. Let your family, friends, and the community witness your company's holiday spirit by decorating a tree this year!

Christmas in the Park, Inc. (CITP), a State of California, community run, non-profit corporation, hereby grants permission to

_____, (Sponsor),
(Please print name of Sponsor)

to decorate one tree at the 2011 Holiday display at Plaza de Cesar Chavez Park. This display, governed by the CITP Board of Directors, will be in place from **November 25, 2011 to January 1, 2012**. This agreement covers only this period of time. The Sponsor and CITP agree to the following:

Sponsor agrees that:

1. Sponsor shall assume all responsibility for decorating one tree, approximately 6-8 feet tall (unless arrangements have been made prior for a volunteer group to decorate). Such responsibility shall include the providing of **lights and ornaments** which may be representative of the Sponsor's business.
2. **Only** LED decorative lights may be used.
3. All ornaments are subject to CITP approval, must be **wired to tree branches and must be wind and water-resistant**. All decorations must comply with the CITP holiday theme. **Business Cards may not be used as ornaments or decorations.**
4. Sponsor shall be responsible for replacing missing or damaged light bulbs and ornaments.
5. The decorating area shall be limited to a four (4) foot radius around the base of the tree. (Music or sound systems are **not** allowed.)
6. **The Sponsor must decorate the tree no later than 12:00 p.m. Saturday, November 26, 2011. Available days for tree decorating are Friday, November 25, 2011 from 9:00 a.m. to 12:00 p.m. and Saturday, November 26, 2011 from 9:00 a.m. to 12:00 p.m.**
7. Sponsor shall make a donation to CITP in the amount of **\$400.00**. (Please use payment form at end of packet.) **Sponsors will be assigned a tree upon receipt of the Sponsor Tree Agreement.**
7. **The Sponsor's decorated tree must remain in place through January 1, 2012. Sponsors must remove their decorations on Monday, January 02, 2012 between the hours of 9:00 a.m. to 12:00 p.m. Any decorations remaining in place after 12:00 p.m. on January 2, 2012 shall be removed and disposed of by CITP.**

8. The Sponsor shall not conduct any fundraising activities in conjunction with this agreement nor shall the Sponsor distribute any materials, (informational, promotional or otherwise) in conjunction with this agreement.
9. If any suit or legal action is brought relating to this agreement, the prevailing party(s) shall be entitled to recover all reasonable expenses relating thereto-including attorney fees.

CITP agrees that:

1. CITP will provide one tree approximately 7' tall, with prime spectator visibility, offering maximum exposure for company recognition.
2. CITP shall provide an electrical outlet at the base of the tree that will provide for a maximum of (5) five amps of service.
3. CITP shall provide exposure to an estimated 400,000 spectators during the course of the display.
4. CITP will advise the Sponsor in respect to specific ornament restrictions upon request.
5. During hours of operating and upon request, the CITP's information booth personnel will provide directions to the Sponsor's tree.
6. CITP shall provide one sign measuring approximately 8-1/2" by 11" which will be placed in front of the Sponsored Tree. **(No signage other than that provided by CITP will be allowed.)** Sponsor shall complete and return the tree signage form attached to this agreement.

Hold Harmless Clause:

- **CITP shall not be responsible for lost or stolen items. While there is a 24-hour security at the park, it is not possible to always guard against theft and vandalism.**
- The Sponsor agrees to legally represent, indemnify and hold harmless Christmas in the Park, Inc., its Board of Directors and the City of San José for any and all claims or losses arising from tree decorating or related activities.

CITP:

 Vince Lima
 c/o Vince Lima.
 600 S. 2nd St.
 San José, CA 95112
 Telephone 408-288-9188

Sponsor/Company Name:

 Address _____
 City, State, Zip _____
 Telephone No. _____
 Fax No. _____ Fax
 Email _____
 Contact _____
 (Print Name)

Signature _____

Sponsor plans to decorate on:

____ **Friday 11/25/11 (9:00 a.m. - 12:00 p.m.)**
____ **Saturday 11/26/11 (9:00 a.m. - 12:00 p.m.)**

Sponsor wants CITP to find a tree decorator []

**Christmas in the Park
2011 Tree Signage Form
(This form to be returned with Sponsored Tree Decorating Agreement)**

Sponsor name _____
Please print name as it should appear on sign

Logo to be included on sign yes [] or no [] (Please check yes or no box)

Tree decorated by _____ (Optional)
Please print name as it should appear on sign

Notes:

1. Logo submission must be made in a digital format.
2. Digital formats must be in jpg, eps, ai, psd or pdf format.
3. Vector art should include all fonts used on a diskette or CD.
4. Submissions may be color, black and white or grayscale.
5. Any information required for the sign is to be returned along with this form.
6. Art work must be submitted no later than November 11, 2011 (email preferred) otherwise a plain text sign will be installed.

Sponsor representative: _____
Please print name

Signature

Representative's telephone no. _____

USE SAME LOGO AS LAST YEAR

YES

NO

Payment Information

Check Enclosed* Mastercard Visa Discover AMEX

Card Number _____ Expiration date _____

Amount _____

Participant Agreement:

I have read and understand the entry rules and regulations and agree to all conditions set for Christmas in the Park Tree program 2011. I understand Christmas in the Park, the City of San José, its event committee and sponsors, will assume no liability for the loss or damage of product due to any cause.

Signature: _____ **Date:** _____

Please Print Name: _____

*Make checks payable to Christmas in the Park, Inc

Payment will only be processed if you are accepted. If the program is full, checks will be returned and credit card information will be destroyed

If you have any questions please contact Vince Lima at sponsortree@christmasinthepark.com