

**Roswell Symphony Orchestra 2025-2026 Season
Lodgers' Tax Sponsorship Agreement**

Article 1.0 PARTIES AND DURATION

- 1.1 The parties to this Agreement are Roswell Symphony Orchestra ("Party"), a [501(c)(3)] and the City of Roswell, NM. ("City" or "Sponsor").
- 1.2 **Roswell Symphony Orchestra** is incorporated in the **State of New Mexico**, having its principal office located at 1717 W. Second Street, Suite 205, Roswell, NM 88201
- 1.3 The Sponsor is a municipal corporation agency located in New Mexico, having an office at 425 N. Richardson, Roswell, NM 88201.
- 1.4 This Agreement is effective immediately upon its authorized execution by both parties.

Article 2.0 PURPOSE

- 2.1 **Roswell Symphony Orchestra** is in an annual tourist event organized by **Roswell Symphony Orchestra**.
- 2.2 In order to generate funds to pay the expenses of operating **Roswell Symphony Orchestra**, Roswell Symphony Orchestra contracts with businesses to promote their goods and services at the event.
- 2.3 The Sponsor desires to utilize the public relations opportunities offered by **Roswell Symphony Orchestra** to promote goods/services and the City as a whole.

Article 3.0 SPONSORSHIP PACKAGE

- 3.1 **Roswell Symphony Orchestra** shall:
 - a. display prominently the "Paid in Part by The City of Roswell" logo or the wording "Sponsored by the City of Roswell" on any publication (including electronic), at tourist tourist-related event, or at attraction from which sponsorship funds are expended. Logos shall be published consistent with Roswell's logo guidance, Exhibit 1,
 - b. provide that any publication (including electronic and radio), tourist-related event, or attraction from which sponsorship funds are expended shall be free admission to students and children when accompanied by an adult ticket holder during **Roswell Symphony Orchestra**,
 - c. expend funds exclusively for publications, tourist-related events, or attractions that are reasonably considered family-friendly,
 - d. expend or encumber all funds before the final day of the **Roswell Symphony Orchestra** season,

- e. comply with all policies, rules, and regulations applicable to each event under City laws and policies, and
- f. Provide receipts and proof of performance of all expenditures made with sponsorship funds before 30 days of the last day of the event to the City of Roswell Special Event Supervisor.

3.2 Sponsor will be included on the Sponsor Page of **Roswell Symphony Orchestra** with a link to the sponsor's page (link: www.seeroswell.com).

3.3 Sponsor will be included on the sponsor page of any event programs, fliers, postcards, posters, or any other advertising, if produced.

Article 4.0 CONSIDERATION

4.1 The Sponsor shall provide to **Roswell Symphony Orchestra** cash consideration of **\$20,000** in consideration for the advertising services provided under Article 3.0.

4.2 The amount set forth in paragraph 4.1 shall be due to Roswell Symphony Orchestra within seven (7) days of the signing of this Agreement.

Article 5.0 INSURANCE

5.1 **Roswell Symphony Orchestra** shall maintain the policies of insurance as required under the special events policy of the City and shall indemnify and hold harmless the City for any liability that may result from any events in which sponsorship funds are utilized.

Article 6.0 TERMINATION

6.1 Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice, or otherwise affect any right or obligation accruing hereunder before the termination. Upon termination, all unexpended funds shall be returned to the City.

Article 7.0 ASSIGNMENTS

7.1 The rights and duties under this Agreement cannot be assigned, delegated, or otherwise transferred or encumbered by **Roswell Symphony Orchestra** without prior written consent of the City, which the City may withhold in its total discretion.

Article 8.0 MISCELLANEOUS

8.1 City shall have the right, at all reasonable times, to inspect **Roswell Symphony Orchestra** goods, services, and promotional activities employing the City of Roswell logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate this Agreement should the City determine that the use is inconsistent with this Agreement.

- 8.2 The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.
- 8.3 Any failure to submit receipts shall result in an obligation that **Roswell Symphony Orchestra** return any unaccounted-for consideration.
- 8.4 Choice of law shall be New Mexico, and venue shall rest in Chaves County, NM, in the event of any dispute.

IN WITNESS WHEREOF, Roswell Symphony Orchestra and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on the EFFECTIVE DATE, the Effective Date hereof.

“City”

CITY OF ROSWELL

By: Chad Cole
City Manager

“Roswell Symphony Orchestra”

Roswell Symphony Orchestra

By:
Director

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

Hessel Yntema

City Attorney