

250Lex Sponsorship Agreement

THIS AGREEMENT, made and entered into on the 19 day of August, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter "LFUCG") and its 250Lex Commission ("250Lex"), and CHI- Saint Joseph Health (hereinafter "Sponsor"), an [agency] with offices located at 1451 Harrodsburg Rd., Suite D-502;

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and covenants herein expressed, the receipt and sufficiency of which are acknowledged, LFUCG, 250Lex and the Sponsor agree as follows:

1. **General.** Sponsor acknowledges and understands that 250Lex has been created to play an integral role in assisting LFUCG in the planning and staging of events and celebrations related to the celebration of the City of Lexington's 250th Anniversary in 2025, and that funds related to this are to be retained in a designated account operated by the Blue Grass Community Foundation.
2. **Sponsorship Acknowledgement.** In consideration of the promises and sponsorship herein, LFUCG and 250Lex hereby provide to Sponsor the benefits listed in Attachment 1 of this Agreement.
3. **Term of Sponsorship.** This Agreement shall commence as of the date of execution of this Agreement and shall continue until the conclusion of events related to the 250th Anniversary Celebration of Lexington, Kentucky on or before December 31, 2025.

4. **Financial Contribution Provided by Sponsor.** In return for the aforementioned acknowledgement, sponsor shall provide Blue Grass Community Foundation, a total sum of \$ 50,000 and remit, either in whole or installments as agreed upon by the parties, with signed agreement.
5. **Good or Services.** Sponsor may in addition to or in lieu of a financial contribution, contribute good or services as otherwise agreed to by the parties with the value of such goods or services to primarily be determined through Sponsor's tax professionals.
6. **Indemnification.** Sponsor understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Sponsor in any manner and that 250Lex is likewise unable to provide such protections.
7. **No Assignment.** Sponsor may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG and 250Lex.
8. **Notice.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Sponsor:

Mary Branham
CHI Saint Joseph Health
1451 Harrodsburg Road, D-502
Attn: Lexington, Ky. 40502

For LFUCG:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Kip Cornett, Chair of 250Lex Commission

9. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.
10. **No Third Party Rights.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or Government.
11. **Kentucky Law and Venue.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.
12. **Entire Agreement.** This instrument and the Addendum incorporated herein contain the entire agreement between the parties, and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL

SPONSOR

BY: Christy Spitzer

ATTEST:

250Lex TIERED SPONSORSHIP OPPORTUNITIES

\$250,000 INVESTMENT

- Title sponsor of a content category (“Come Home Month”, etc.)
- Co-sponsor of a month-long salute category
- Ownership of an official 250Lex event, including media or multi-media partnerships affiliated with event
- Opportunity to display signage and conduct on-site activation with 250Lex events
- Use of 250Lex brand and ability to merchandise
- Logo inclusion in 250Lex city-wide signage packages
- Logo inclusion on the 250Lex website
- 12 VIP level tickets to 250Lex ticketed events
- 12 VIP level access to 250Lex non-ticketed events
- \$125,000 in media value as a co-branded 250Lex partner with our broadcast/print/digital media partnerships
- Based on Sponsor’s consultation with a tax professional, investment may qualify as a tax-deductible donation and can be made in 2024 and 2025.

\$100,000 INVESTMENT

- Limited availability of “Official Brand” status with 250Lex
- Co-sponsor of a month-long salute category
- Ownership of an official 250Lex event, including media or multi-media partnerships
- Opportunity to display signage and conduct on-site activation with 250Lex events
- Use of 250Lex brand and ability to merchandise
- Logo inclusion on the 250Lex website and marketing materials
- 8 VIP level tickets to 250Lex ticketed events
- 8 VIP level access to 250Lex non-ticketed events
- \$50,000 in media value as a co-branded 250Lex partner with our broadcast/print/digital partnerships
- Based on Sponsor’s consultation with a tax professional, investment may qualify as a tax-deductible donation and can be made in 2024 and 2025.

\$50,000 INVESTMENT

- Ownership of an official 250Lex event
- Limited availability of "Official Brand" status with 250Lex
- Opportunity to display signage and conduct on-site activation with select 250Lex events
- Use of 250Lex brand and ability to merchandise
- Logo inclusion on the 250Lex website and marketing materials
- 6 VIP level tickets to 250Lex ticketed events
- 6 VIP level access to 250Lex non-ticketed events
- \$25,000 in media value as a co-branded 250Lex partner with our broadcast/print/digital partnerships
- Based on Sponsor's consultation with a tax professional, investment may qualify as a tax-deductible donation and can be made in 2024 and 2025.

\$25,000 INVESTMENT

- Ownership of an official 250Lex event
- Opportunity to display signage and conduct on-site activation with select 250Lex events
- Use of 250Lex brand and ability to merchandise
- Logo inclusion on the 250Lex website and marketing materials
- 4 VIP level tickets to 250Lex ticketed events
- 4 VIP access level to 250Lex non-ticketed events
- \$15,000 in media value a co-branded 250Lex partner with our broadcast/print/digital partnerships
- Based on Sponsor's consultation with a tax professional, investment may qualify as a tax-deductible donation and can be made in 2024 and 2025.