



**2009 CHRISTMAS IN THE PARK  
SPONSORED TREE DECORATING AGREEMENT**

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 2009 Holiday display at Plaza de Cesar Chavez Park. This display, governed by the CITP Board of Directors, will be in place from **November 27, 2009 to January 1, 2010**. 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 7' 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. 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.**
3. Sponsor shall be responsible for replacing missing or damaged light bulbs and ornaments.
4. 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.)
5. **The Sponsor must decorate the tree no later than 12:00 p.m. Saturday, November 28, 2009. Available days for tree decorating are Friday, November 27, 2009 from 9:00 a.m. to 12:00 p.m. and Saturday, November 28, 2009 from 9:00 a.m. to 12:00 p.m.**
6. Sponsor shall make a donation to CITP in the amount of \$400.00. **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, 2010. Sponsors must remove their decorations on January 2, 2010 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, 2010 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:

\_\_\_\_\_  
Gus Lima  
c/o Gus Lima.  
710 Willow St.  
San José, CA 95125  
Telephone 408 295-5160  
No. 408 998-1937

Sponsor/Company Name:

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

Signature \_\_\_\_\_

**Sponsor plans to decorate on:**

Amount Enclosed \$ \_\_\_\_\_

\_\_\_\_ Friday 11/27/09 (9:00 a.m. - 12:00 p.m.)  
\_\_\_\_ Saturday 11/28/09 (9:00 a.m. - 12:00 p.m.)

Check No. \_\_\_\_\_

Sponsor wants CITP to find a tree decorator [  ]

