



## Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is made and entered into on October 14, 2013 by and between the Louisiana Department of Culture Recreation and Tourism, Office of Tourism ("State") and St. Landry Parish Tourist Commission ("Contractor").

This Agreement is for the sponsorship of the tourism event titled **Le Bogue d'Or Festival** ("Event"), to be held **October 25-27, 2013** in the city of **Redon, Brittany, France** in accordance with the terms herein and in the attached exhibits, which are by this reference incorporated herein. The public purpose of this sponsorship is to promote tourism in Louisiana by providing financial support for an event that attracts visitors to Louisiana and/or increases positive perceptions of Louisiana as a tourism destination to potential visitors.

Sponsorship Agreed Upon: \$ 5,000  
Funds may be used only to pay expenses designated in the Budget (Exhibit B).

Sponsor Benefits:

- 1) Construct a Louisiana Village at the Event and ensure set-up, presentation, and hosting.
- 2) Acknowledge the State's support verbally when communicating with the public and other community partners about the Event.
- 3) Distribute State provided Louisiana tourism information to Event attendees.
- 4) Represent Louisiana in a professional, knowledgeable and hospitable manner.

**Payment Terms:**

Payment is due at the conclusion of the Event; however, is subject to Contractor's fulfillment of the terms described herein to the reasonable satisfaction of State, and State's receipt of an **original invoice** from the Contractor with all **supporting documentation** for expenditures. Supporting documentation for expenditures may include but is not limited to copies of expense logs/reports, receipts, requisitions, signed commitments or agreements for services, invoices, and other such documents of proof for expenditures in accordance with the Budget. The State also requires a **Final Report** (Exhibit C, Summary of Outcome) of the Event, and any information gathered on the effectiveness of the Event to attract tourists to Louisiana and/or increase positive perceptions of Louisiana as a travel destination.

This Agreement will terminate 30 days after the Event.

This Agreement contains or has attached hereto all terms and conditions agreed upon by contracting parties.

**STATE OF LOUISIANA**



Charles R. Davis, Deputy Secretary  
Office of the Lieutenant Governor  
Department of Culture, Recreation and Tourism

**ST. LANDRY PARISH TOURIST  
COMMISSION**



Celeste Gomez, President  
P. O. Box 1415  
Opelousas, LA 70571-1415  
Tax ID: 72-0980723



Kyle Edmiston, CDME  
Assistant Secretary  
Louisiana Office of Tourism

**Exhibit A**  
**Additional Clauses**

1. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be Contractor's obligation and identified under Federal tax identification number listed on the preceding page.
2. Any alteration, variation, modification or waiver of provisions of this agreement shall be valid only when reduced to writing, and executed by all parties to the original agreement.
3. It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or auditors from the Office of the Governor, Division of Administration and the Office of the Lieutenant Governor shall have the option of auditing all records and accounts of the Contractor that relate to this agreement. Contractor agrees to repay funds not used in accordance the terms of this agreement.
4. The State may terminate the agreement at any time by giving thirty (30) days' written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress and non-cancellable expenses, to the extent work has been performed satisfactorily.
5. Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any intentional, reckless or negligent act or omission, operation or work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or activities performed by the Contractor hereunder.
6. Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1524 - 1526.
7. All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by Contractor in connection with the fulfillment of the terms of this agreement shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this agreement.
8. Contractor shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from this agreement without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.
9. The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.
10. The public purpose and goal of this agreement is to promote Louisiana tourism. The objectives are to attract tourists and/or promote a positive image of Louisiana as a tourism destination. The State will measure performance by the Event's effectiveness in achieving the aforementioned goal and objectives. This agreement will be monitored by Charlotte Galloway, Contracts/Grants Reviewer Supervisor of the Office of Tourism.
11. Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this agreement if caused by an act of God, war, strike, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto) or any other cause beyond the reasonable control of the party so failing ("Force Majeure Event"); but due diligence shall be used in curing such cause, rescheduling the Event at the earliest possible time, and mitigating any losses. If a Force Majeure Event prevents the staging of the tourism event during the Term of this Agreement, the State shall not be liable for any amount due other than that portion associated with expenses already incurred by the Event (and that cannot be cancelled) as of the date of the Force Majeure Event.
12. Contractor is notified that no funds appropriated under Act 14 of the 2013 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless Contractor executes a copy of this Agreement and submits to the State for approval, a Comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The State shall submit the Agreement, the Budget, and other required information, if any, to the Legislative Auditor for approval at [ebudgets@lla.la.gov](mailto:ebudgets@lla.la.gov).
13. The continuation of this agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act to prevent the

total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**Exhibit B  
Budget**

**Total Sponsorship \$5,000**

Payment shall be applied to the **Louisiana Village** to assist with the cost of construction, set-up and arrangements, equipment, enhancements, and other presentation needs.

State funds shall not be used for travel, food or beverages.

Exhibit C

**Final Report (Summary of Outcome)**

<b>Name of Organization:</b>	St. Landry Parish Tourist Commission
<b>Name of Event:</b>	Le Bogue d'Or Festival
<b>Event Location (city, state):</b>	Redon, Brittany (France)
<b>Date(s) of Event:</b>	October 25-27, 2013
<b>Estimated Overall Attendance at the Event (Approximately how many leads gathered?):</b>	
<b>List Louisiana tourism partners that assisted with the Event, and note their role:</b>	
<b>Are new Louisiana tourism opportunities developing as a result of attending the Event? Please explain.</b>	
<b>Event Itinerary (Please attach information on the Event program and/or itineraries):</b>	
<b>Please describe information distributed to attendees at the Event.</b>	
<b>Were media opportunities available? If yes, provide details.</b>	
<b>Were conditions and facilities favorable? Yes No (Please explain answer)</b>	
<b>Note any significant challenges?</b>	
<b>Additional Comments:</b>	

Were goals achieved? Explain:

Were Objective(s) met? Explain:

**Summary of Actions/Outcome:** *Please address whether the Event met the expectations and objectives. Please attach a summarized report to provide the additional details.*

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<i>Print Name</i>	<i>Signature</i>	<i>Date</i>
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**Supplemental information to be submitted:** 1) Samples of publicity materials and literature distributed to attendees, 2) Available articles that generated from your participation; 3) Photos of Event activities; 3) Adequate documentation for LOT funded expenses.