

#### What

Gallopalooza instills and increases civic pride by uniting the community through the display of artistically created statues. The brightly decorated full-size horse statues will enliven the sidewalks and street corners of Louisville and Southern Indiana throughout the summer of 2024 to celebrate the 150th Kentucky Derby and Gallopalooza's 20th Anniversary. 2024 also brings the 106th PGA Championship to Valhalla (May 13-19), which will be the fourth time Louisville has hosted the championship.

This trifecta of events will put Louisville in the national spotlight, and Gallopalooza's public art display will play a significant role in providing a platform for storytelling, creative expression, and fostering a sense of place and belonging throughout the community.

#### When

Sponsorships are currently available. The artists will start working on the statues in January and February and receive an aviation-grade protective coating in March.

In late March 2024, all of the completed statues will come together for the public to view as a collection at the First Turn Club at Churchill Downs. The three day Public Preview (March 22-24) will be a Kentucky Derby Festival Pegasus Pin entry event. The statues will then be moved to locations throughout the community from April through October 2024 for the public to enjoy.

#### Where

Statues may be placed in front of the sponsoring business or along pedestrian and vehicular corridors throughout the metropolitan area and surrounding counties.

#### Why

To build community pride; generate national attention for Louisville's celebration of the 150th running of the Kentucky Derby, area businesses, and the local arts community; and to have some fun! The proceeds from Gallopalooza will support Brightside's clean and green activities that beautify and foster pride through volunteerism, planting efforts, sustainability, and education in Jefferson County, Kentucky.



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#### Artists

Sponsors may select from a pool of submitted designs or provide their own artist. All designs must be approved before being implemented. Artists will be compensated for their design work, providing a positive economic impact on our local art community.

#### Sponsors

Area businesses, non-profits, and individuals will sponsor each statue with a tax-deductible donation so viewing will be free to the public. Gallopalooza statues generate considerable interest wherever they are placed, bringing immeasurable attention (and potential customers) to local businesses throughout the community.

#### Promotion

Gallopalooza will work with local media partners to promote the event. In addition, there will be numerous events, a website, a digital map, contests, and other community engagement activities associated with the project.

#### Auction

When the display period is over, sponsors will have the first right of refusal to purchase their statue for an additional donation. The remaining statues will be auctioned off in a live or online auction. Proceeds from the auction will beautify the community through projects in partnership with Brightside to create a more beautiful and green Louisville.



#### About Brightside

Brightside is a non-profit, public-private partnership dedicated to the greening and beautification of Louisville's gateways and neighborhoods. Through landscape enhancements like tree & flower plantings, creating mini botanical gardens, cleanup efforts and educational programs we do our part to beautify the places we call home.

The Brightside Foundation works hand-in-hand with Brightside, Inc. to solicit and oversee privately-raised funds in support of the environmentally focused activities of Brightside Inc. Through its fiduciary role, the Foundation ensures that donated funds are used as the donor intended.



# **Sponsorship Agreement**

Yes, I want to become a sponsor of Gallopalooza at the following level:

\$6,000 Jockey Level Sponsor - Commission Statue

\$12,000 Horse Level Sponsor - Commission AND Pre-Purchase Statue

\*See attached Sponsor Levels and Benefits page for full details on benefits.

#### **CONTACT INFORMATION**

Contact Name	
	Phone
Company	
Address	
	State Zip
Email Address	
Website	
Exact Sponsor name to be listed on plaque, website, may incur an additional charge):	

#### NAME YOUR STATUES

Statue may be called anything you wish, as long as the name is not offensive. Please note, if you are naming your statue after a Kentucky Derby Winner or other notable horse, name selection is on a first-come, first-served basis with priority given to major sponsors.

Sponsor Initials\_\_\_\_\_



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# GALLOPALOOZA SPONSORSHIP AGREEMENT (Page 2)

Exact Statue Name (as it should appear on plaque, website, book, etc.) *This information is due by January 2024.* 

My artist(s) can determine the name

#### PLACE YOUR STATUE(S)

Statues must be available for public viewing in the evening and on weekends. Gallopalooza will work with Sponsor to place the statue(s) at the preferred location(s); however, please note that safety, right of way, accessibility, and other factors must be considered and approved by Louisville Metro Public Works (or county officials where the statue will be placed). Gallopalooza will coordinate all locations and permits with Public Works. Statue locations\* must be finalized by March 1, 2024, in order to be included in the map.

(Include Address and Zip Code)

# \*Please include diagrams showing exact placement requests (including outline of building, signs, roads, etc.)

The Placement Committee will attempt to accommodate all requests but has ultimate decision-making authority.

#### SELECT YOUR ARTIST

Gallopalooza focuses on the public display of artistically created statues and many local, regional, and national artists will participate. You may elect to use an artist from our design pool, or you may provide your own.

(Include Artist's Name, Phone and Email – if you have it)

Sponsor Initials



### GALLOPALOOZA SPONSORSHIP AGREEMENT (Page 3)

#### **TERMS OF AGREEMENT**

You, as Sponsor ("You" or "Your"), acknowledge that You are submitting this Sponsorship Agreement and agree to offer in-kind services as outlined above at the value of Your chosen sponsorship level to Brightside Foundation/ Gallopalooza in exchange for certain promotional benefits to be provided by Gallopalooza ("Us," "We," or "Our") regarding Gallopalooza. You agree to be legally bound by the following terms and conditions of this Sponsorship Agreement:

1. The benefits to be provided by Us to You are attached to this Sponsorship Agreement (incorporated by reference) and are subject to the terms and conditions of this Sponsorship Agreement.

2. You may select the artist and design, or we can select the artist and/or design for You. All artwork must be approved by the Artist Committee prior to the horse being released to the artist. No logos, advertising, religious, sexual, political or violent wording or imagery will be accepted.

3. Unless You ultimately purchase the statue (see paragraph 7 below), You do not own the statue. You have "Adopted" the statue for purposes of the Gallopalooza Sidewalk Derby. Your "Adopted Statue" will be displayed to the public for the duration of the project.

4. You may select the location for Your Adopted Statue(s) in the Louisville Metro/Southern Indiana area (or surrounding counties, pending their approval) or We will select a location for You. No Adopted Statues may be located in front of a place of business of your competitor(s). The Placement Committee must approve locations in advance. The sponsor or artist may be required to transport the statue on occasion at his or her own expense. Names of appropriate service providers will be made available to you.

5. If Your Adopted Statue(s) sustains damage during the Gallopalooza Event, which shall include all displays and events related to Gallopalooza through October 31, 2024 ("Event"), We, in Our sole discretion, may make reasonable repairs to Your Adopted Statue(s) and shall determine if, when, and how repairs will be made to Your Adopted Statues.

6. You will be permitted to use the name "Gallopalooza" and the statue design(s), which appear on Your Adopted Statue(s) only for the purpose of general promotion or advertising of Your products or services until October 31, 2024. We must approve Your use of the name "Gallopalooza" or the statue design(s). We will respond to Your request for approval within ten (10) business days after You make the request to Us. You acknowledge and agree that You do not own any right, title, or interest in the name "Gallopalooza," or any of the statue design(s) and that the name and the design(s) cannot be attached to, incorporated into, or distributed with any product or merchandise by You or on Your behalf and that You will not use the name or the design(s) to reflect adversely upon Our good name or upon the high character of the name and the designs.

7. All statues will remain the property of Gallopalooza (for insurance purposes) until October 31, 2024 (unless purchased at auction or by Sponsor prior to this date). The sponsor must declare by August 1, 2024, their intent to purchase the statue outright for an additional \$6,000 per statue or submit it to the

Sponsor Initials



# GALLOPALOOZA SPONSORSHIP AGREEMENT (Page 4)

auction. Gallopalooza must receive purchase payment by September 13, 2024, or the statue will be released for auction.

8. All table-top statues will remain the property of Gallopalooza (for insurance purposes) until October 31, 2024 (unless purchased at auction or by Sponsor prior to this date). The sponsor must declare by August 1, 2024, their intent to purchase the table-top statue(s) outright for \$750 per statue or submit it to the auction. Gallopalooza must receive purchase payment by September 13, 2024, or the statue will be released for auction.

9. This Sponsorship Agreement does not create a joint venture or partnership, employer and employee, or principle and agent relationship between You and Us, nor does it give You any ownership interest in the Adopted Statue(s). We own the Adopted Statue(s). If You materially violate the terms or conditions of this Sponsorship Agreement, We reserve the right to terminate Your sponsorship of the Adopted Statue(s) without further obligation to You.

10. You cannot transfer or assign this Sponsorship Agreement or any part of it without receiving prior written consent from Us.

11. No waiver of any term or condition in this Sponsorship Agreement will be valid unless in writing and signed by the waiving party. Any modification of any term or condition in this Sponsorship Agreement will not be effective unless in writing and signed by both You and Us.

12. This Sponsorship Agreement is governed by the laws of the Commonwealth of Kentucky. Neither You nor We will be liable to each other for any lost profits or saving, or other special, indirect, incidental, punitive, or consequential damages, even if You or We have been advised of the possibility of or could have foreseen such damages.

So Agreed:

Sponsor Signature and Title

Company

Date

Gallopalooza Signature

Title

Date

#### **CONTACT INFORMATION**

Michelle Black White Brightside Foundation PO Box 70362 Louisville, KY 40270 michelle@brightsidefoundation.com 502-645-0575

The Brightside Foundation Inc. is a 501(c)(3) organization. A portion of your sponsorship may be tax-deductible; please check with your tax advisor for details.