

EXHIBIT I - B
ACTIVATION SPACE AGREEMENT

This is an Agreement between Town of Ashland City, located at 233 GN Waltz Pkwy, Suite 103, Ashland City, TN 37015 ("Property") and Infinity Marketing Team LLC ("Agency"), as agent for State Farm Mutual Automobile Insurance Company, its subsidiaries and affiliates, located at One State Farm Plaza, Bloomington, Illinois, 61710 ("State Farm") (hereinafter, the "Agreement").

The parties hereby agree as follows:

1. Property will provide one (1) 10'x20' booth space to STATE FARM on June 4, 2024, June 5, 2024, June 6, 2024, and June 7, 2024 during the Ashland City Summerfest for a fee of \$120.00 (\$100.00 for booth space + \$20.00 for power) due in full no later than May 31, 2024.
2. Property expressly agrees that it shall not disclose or otherwise identify STATE FARM orally or in any of its advertising, publications, or other media that are displayed or disseminated to its customers or other parties, except as necessary to perform its duties under this Agreement.
3. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party (the "Indemnified Party") for any loss (including infringement), including costs and attorney fees, incurred by a third party arising from the negligent or intentional acts or omissions of the Indemnifying Party.
4. None of the parties will be liable to one of the other parties for any special, consequential, punitive, indirect, or incidental damages, nor will any party's total liability to the other exceed, in the aggregate, the greater of \$25,000 or the value of this Agreement.
5. Property confirms Agency has been informed of any insurance requirements for its event, including but not limited to, specific policies and policy limits, additional insureds, or other similar requests from any local government or municipality. Neither State Farm nor Agency has any further obligation to show proof of any certificate of insurance requests from Property that are not mentioned in this Agreement.
6. None of the parties will assign the Agreement to any other entity without the prior written approval of the other parties, which approval such other party may in its sole discretion grant or deny.
7. Property shall ensure its subcontractors performing under the Agreement will also adhere to its applicable provisions.
8. Any disputes arising out of the Agreement shall be submitted to mediation, and shall not be submitted to any binding arbitration.
9. In the event of a conflict between the terms of this Addendum and any other document, the terms of this Addendum will prevail.
10. Sections 2, 3, 4, 8, 9, and 10 shall survive expiration or termination of the Agreement.

Property

Infinity Marketing Team LLC, as agent for State Farm
Mutual Automobile Insurance Company

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date