

C-11168
09/14/2016



This Event Sponsorship Agreement ("Agreement") is entered into this 14 day of *September* 2016, by and between the City of Glendale, an Arizona municipal corporation ("CITY") and Nationwide, an Ohio corporation ("SPONSOR").

NOW THEREFORE, in consideration of the terms and conditions set out herein the parties agree as follows:

I. PURPOSE

SPONSOR and CITY agree that the purpose of this Agreement is to secure a marketing and promotional relationship for the SPONSOR for the following ("Events"): Events included in this promotional relationship consist of:

Glendale Glitters Spectacular – 11/25 and 11/26/2016
Glendale's December Holiday Lighting Weekends
Jingle Bell Rockin' Nights – 12/2 and 12/3/2016
Winter Wonderland Weekend -12/9 and 12/10/2016
Spirit of Giving Weekend - 12/16 and 12/17/2016

These Events and dates constitute the entirety of the 2016 portion of the Glendale Festival "season" and represent the season commitment from the SPONSOR for a marketing, branding and promotional relationship at these Events.

II. SPONSOR DUTIES

Sponsor Fee. SPONSOR agrees to pay the sponsorship fee of \$10,000 to the CITY for the Events identified above.

A. Payment for this sponsorship shall be made in two installments as follows:

- The first payment of \$5,000 shall be due on or before Oct. 7, 2016
- The second payment of \$5,000 shall be due on or before Nov. 18, 2016

Payments shall be in the form of a company check payable to City of Glendale.

Payment shall be sent to:
Glendale Office of Special Events
Attn: Martin Dickey, CFEE
5850 W. Glendale Ave., Suite B63
Glendale, AZ 85301

CITY OF GLENDALE

Event Sponsorship Agreement

III. CITY DUTIES

A. Maximum Benefit. CITY will provide sponsorship acknowledgments, benefits, and recognition as described herein and will work with SPONSOR to assure maximum benefit of this sponsorship is achieved at the Events.

B. SPONSOR Logo and/or Name Recognition. CITY will include the SPONSOR'S logo and/or name in each Event's promotional media, where possible as follows:

- 1) SPONSOR'S logo included in the www.glendaleaz.com/events Events web page for each of Glendale's four festivals of the 2016 portion of the festival season. SPONSOR understands that internet activity averages 140,000 unique visitors per month. This page will be accessible approximately 30 days prior to each festival included in the sponsorship package.
- 2) SPONSOR logo included in a minimum of 1,000 event promotional posters for Glendale Glitters and 1,000 event promotional posters for the three December Holiday Lighting Weekends (2,000 total).
- 3) SPONSOR logo on event programs distributed on site. CITY distributes 10,000 official programs each for Glendale Glitters on-site at the events.
- 4) Nationwide will be mentioned as SPONSOR in a minimum of one City of Glendale news release for each of these events and sent to virtually all media outlets in central Arizona.

C. On-Site Recognition & Benefits.

- 1) Authorize SPONSOR a prominent space to accommodate a prime location 10' X 20' tent for Glendale Glitters, Jingle Bell Rockin' Nights, Winter Wonderland Weekend, and Spirit of Giving Weekend. Event space and booth equipment will be provided at no additional cost to SPONSOR, which includes tent, tables, chairs, lights (if needed) and power in a premium high-traffic location for the purpose of SPONSOR'S branding and marketing needs.
- 2) Authorize the onsite display of SPONSOR'S promotional signs and banners. Promotional signs and banners are at the cost of SPONSOR. Locations of additional signs/banners are subject to CITY approval.
- 3) SPONSOR will be authorized to distribute information on your product lines, sales incentives and promotions, web site information, etc. SPONSOR will also be permitted to distribute pre-approved premiums or giveaways from your prime booth location at the event.
- 4) SPONSOR will receive two vinyl color festival banners, approximately 3' X 12' each, which will read: Nationwide with logo identification. These banners will be hung in high visibility locations for Glendale Glitters, Jingle Bell Rockin' Nights, Winter Wonderland Weekend and Spirit of Giving Weekend.
- 5) SPONSOR'S logo will be displayed on three on-site sponsor tower "thank you" signs.
- 6) SPONSOR will receive daily stage announcements from the main stage for Glendale Glitters, Jingle Bell Rockin' Nights, Winter Wonderland Weekend and Spirit of Giving Weekend.
- 7) SPONSOR will receive name/logo recognition on the approx. 15' X 20' video screen provided for the first night of Glendale Glitters for stage/concert video support. This screen allows thousands of additional event attendees to watch the Mayor and Council lighting ceremony and stage performances from the north side of the Park when the amphitheatre is full.

CITY OF GLENDALE
Event Sponsorship Agreement

8) SPONSOR will be provided with complimentary VIP parking passes for 6 vehicles in one of the preferred parking garages for each event.

IV. GENERAL TERMS

A. No Partnership Created. Nothing in this Agreement shall be construed to place the parties in the relationship of partners or joint ventures or agents, and SPONSOR shall have no power to obligate or bind CITY in any manner whatsoever.

B. Use of Parties' Names. Except as otherwise provided herein, neither party may use the other party's name and other indicia without prior express written approval of the other party which may require the payment of a royalty rights fee. Each party agrees that it shall neither state nor imply, either directly or indirectly, other than pursuant to exercise of this Agreement, that it is supported, endorsed or sponsored by the other party and, upon the direction of the other party, shall issue express disclaimers to that effect.

C. Sales. Nothing in this Agreement grants any right to the SPONSOR to engage in sales, to solicit sales, to display its products or services or the products or services of others at the Events or activities unless specifically provided by this Agreement.

D. Severability. If any portion of this Agreement is declared invalid or unenforceable for any reason, that portion is deemed severable from the remainder of the Agreement which shall be deemed and remain fully valid and enforceable.

E. Assignment. This Agreement and any rights herein contained granted are personal to the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement shall not be assignable by either party without the prior written consent of the other party and shall not be assigned, sublicensed or encumbered without the non-assigning party's written consent, which shall not be unreasonably withheld.

F. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties hereto and cancels, terminates and supersedes any prior Agreement or understanding relating to the subject matter hereof between the parties relating to promises, agreements, warranties, covenants or undertakings other than those contained herein.

G. Modification. None of the provisions of this Agreement may be waived or modified except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

H. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona and shall not be binding on CITY until signed on its behalf by an authorized representative of the same.

I. Force Majeure. Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond the reasonable control of the party.

J. Waiver of Jury Trial. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury, and covenants and agrees that it will not request a trial by jury, with respect to any legal proceeding arising out of or relating to this Agreement.

CITY OF GLENDALE
Event Sponsorship Agreement

K. Termination. This Agreement may be terminated by either party by providing notice to the other no less than 30 days written notice prior to the start date of the Event.

L. Immigration Laws. SPONSOR warrants, to the extent applicable under A.R.S. § 41-4401, that it has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects SPONSOR to penalties, including termination of this Agreement; and finally, understands that CITY has the right to inspect the papers of the SPONSOR or any of its employees participating in this Agreement to ensure compliance with this paragraph.

V. NOTICES

Any notice or communication required or permitted under this Agreement will be effective only if it is in writing, and delivered in person, by private express overnight delivery service (delivery charges prepaid) or by certified or registered mail (return receipt requested). A Notice is considered delivered to the person to whom it is addressed as of the date of receipt. Notices will be sent as follows:

CITY: Office of Special Events
City of Glendale
Attn: Martin Dickey
5850 W. Glendale Avenue
Suite B63
Glendale, AZ 85301

SPONSOR: Nationwide
Jason Ohlson
Owner of EAG Marketing
5195 Hampsted Village Center Way
New Albany, NY 43054-8331

With a copy to:

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301

Statutory Agent:

Jason Ohlson
EAG Marketing
5195 Hampsted Village Center Way
New Albany, NY 43054-8331

VI. INDEMNIFICATION

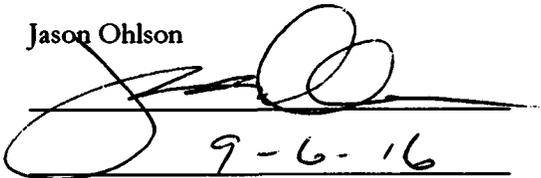
The Parties agree that, to the extent permitted by law, each Party will indemnify and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

**CITY OF GLENDALE
Event Sponsorship Agreement**

VII. TERM

This Agreement is effective upon the date of the last signature affixed below and expires on December 18, 2016.

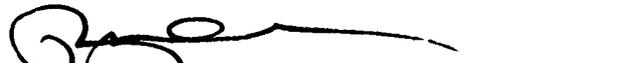
AGREED AND ACCEPTED ON BEHALF OF SPONSOR:

By: Jason Ohlson
Signature: 
Date: 9-6-16

AGREED AND ACCEPTED ON BEHALF OF CITY:

By: Martin Dickey
Title: Special Events Administrator
Signature: 
Date: 9/14/16

APPROVED AS TO FORM:


City Attorney

ATTEST:

City Clerk