CITY CLERK
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C-8220
11/08/2012

GLENDALE

**This Event Sponsorship Agreement** ("Agreement") is entered into this 8 day of ~~October,~~ November 2012, by and between the City of Glendale, an Arizona municipal corporation ("CITY") and Sedona Pines, LLC, a limited liability company ("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 – 11/23 and 11/24/2012; GLENDALE'S DECEMBER HOLIDAY LIGHTING WEEKENDS – 11/30 and 12/1/2012; 12/7 and 12/8/2012; 12/14 and 12/15/2012; GLENDALE GLITTER & GLOW BLOCK PARTY – 1/12/2013; GLENDALE CHOCOLATE AFFAIRE – 2/8/2013 thru 2/10/2013. These Events and dates constitute the entirety of the 2012-2013 Glendale Festival "season" and represent the season commitment from the SPONSOR for data capture purposes at these Events.

## II. SPONSOR DUTIES

**A. Sponsor Fee .** SPONSOR agrees to pay the sponsorship fee of $4,400 to the CITY for the six "Events" identified above. Payment for this sponsorship shall be made in three payments. The first payment of $1,500 shall be due on or before November 16, with the second payment of $1,450 due on or before Jan. 4, 2013 and the final payment of $1,450 due on or before Feb. 8th, 2013. Payments shall be in the form of a company check payable to City of Glendale – Office of Special Events.

Payment shall be sent to:
Glendale Office of Special Events
Attn: Martin Dickey
5800 West Glenn Drive, Suite 150
Glendale, AZ 85301

## 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 sponsorship is achieved at Events.

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

1) SPONSOR'S logo included in the www.glendaleaz.com/events Events web page. SPONSOR understands that internet activity surpasses 400,000 impressions per month.

**C. On-Site Recognition & Benefits.**

1) Authorize SPONSOR'S logo to be displayed on three on-site sponsor tower "thank you" signs.

2) Authorize SPONSOR a prominent 10' x 10' booth for the Events listed above. Event space and booth equipment will be provided at no additional cost to SPONSOR, which includes tent, tables, chairs, lights and power in a premium high-traffic location for the purpose of SPONSOR'S data capture and marketing needs.

3) Authorize the onsite display of SPONSOR'S promotional signs and banners. Promotional signs and banners are at the cost of SPONSOR. Location of additional signs and banners are subject to CITY approval.

4) Ensuring main stage announcements acknowledging SPONSOR each day of a sponsored 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.

**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 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.

**M. Prohibitions.** SPONSOR certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement, will not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

## 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
5800 West Glenn Drive, Ste. 150
Glendale, AZ 85301

SPONSOR: Sedona Pines, LLC
Attn: Jerry Tracy
442 E. Southern Ave.
Tempe, AZ 85282

*with a copy to:*
City of Glendale
City Attorney
5850 W. Glendale Avenue
Glendale, Arizona 85301

*Statutory Agent:*
Greg Penrod
Sedona Pines, LLC
442 E. Southern Ave.
Tempe, AZ 85282

## VI. TERM

This Agreement is effective upon the date of the last signature affixed below and expires on February 11, 2013.

**AGREED AND ACCEPTED ON BEHALF OF SPONSOR:**

By: Jerry Tracy

Signature: Jerry Tracy

Date: 11/8/12

**AGREED AND ACCEPTED ON BEHALF OF CITY:**

By: Martin Dickey

Title: Special Event Mgr.

Signature: Martin Dickey

Date: 11/13/12

**APPROVED AS TO FORM:**

City Attorney

**ATTEST:**

City Clerk