CITY CLERK
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C-8342
02/08/2013

GLENDALE

This Event Sponsorship Agreement ("Agreement") is entered into this 8th day of February 2013, by and between the City of Glendale, an Arizona municipal corporation ("CITY") and Southport Marketing, Inc., a California corporation ("SPONSOR") on behalf of Valley Buick-GMC Dealers.

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

I. PURPOSE

The purpose of this Agreement is to secure a marketing and promotional relationship for the following event: GLENDALE CHOCOLATE AFFAIRE Feb. 8–10, 2013 ("Event"). The Event shall occur on the aforementioned dates with event hours of 5:00 – 10:00 p.m. Feb. 8th, 10:00 a.m. to 10:00 p.m. on Feb. 9th and Noon to 5:00 p.m. on Feb. 10th, 2013. This Event constitutes the entirety of the sponsorship relationship and represents the extent of the commitment from the SPONSOR for marketing, branding and promotional purposes at the Event.

II. SPONSOR DUTIES

A. Sponsor Fee. SPONSOR agrees to pay the sponsorship fee of $4,000 to the CITY for the Event identified above. The payment of $4,000 shall be due on or before February 7, 2013. Payment 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
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.

1) CITY will include the SPONSOR'S logo and/or name in Event's promotional media, where possible as follows: SPONSOR'S logo included in the www.glendaleaz.com/events Events web page for Glendale Chocolate Affaire. SPONSOR understands that internet activity surpasses 400,000 hits per month.

2) SPONSOR logo included in paid print ads in newspaper ad coverage which includes two display ads in the Arizona Republic for the event and one display ad for the event in the Glendale Star and Peoria Times.

3) SPONSOR logo included in a minimum of 1,000 event promotional posters for Glendale Chocolate Affaire.

4) SPONSOR logo on event programs distributed on site. CITY distributes 10,000 official programs for Glendale Chocolate Affaire on site at the event.

5) Valley Buick-GMC Dealers will be mentioned as SPONSOR in a minimum of one City of Glendale news release for this event and sent to virtually all media outlets in central Arizona.

C. On-Site Recognition & Benefits.

1) Authorize SPONSOR a prominent space to accommodate a 10' X 10' tent and room to display two vehicles adjacent to it for Glendale Chocolate Affaire. 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. Location of additional signs and banners are subject to CITY approval.

3) SPONSOR will be authorized to distribute information on your brands, sales incentives and promotions, automotive and ancillary services, 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 provide a Main Stage banner from past Glendale festival sponsorships to CITY to display at the Event. Banner size is 3' X 12' and will be hung adjacent to the main stage for the Event.

5) SPONSOR'S logo will be displayed on four on-site sponsor tower "thank you" signs.

6) SPONSOR will receive a minimum of four mentions in daily stage announcements from the main stage.

7) SPONSOR will be provided with complimentary VIP parking passes for 6 vehicles in preferred parking for the 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 Event 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, 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.

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 above, 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
Suite 150
Glendale, AZ 85301

SPONSOR: Southport Marketing, Inc.
Tom Johnson
V.P., CFO, General Manager
1000 Business Center Circle
Suite 109
Newbury Park, CA 91320

On Behalf of:
Steve Moore
President
Valley Buick-GMC Dealers
815 Sycamore Court
Litchfield Park, AZ 85340

With a copy to:
City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301

Statutory Agent:
Tom Johnson
Southport Marketing, Inc.
1000 Business Center Circle
Suite 109
Newbury Park, CA 91320

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.

VII. TERM

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

Signatures appear on the following page.

CITY OF GLENDALE
Event Sponsorship Agreement

AGREED AND ACCEPTED ON BEHALF OF SPONSOR:

By: Tom Johnson

Signature: _____

Date: 2/6/13

AGREED AND ACCEPTED ON BEHALF OF CITY:

By: Martin Dickey

Title: Special Event Mgr.

Signature: Martin Dickey

Date: 2/7/13

ATTEST:

_____
Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Craig Tindall, City Attorney