CITY CLERK
ORIGINAL

C-8662
10/21/2013

GLENDALE

DRAFT

This Event Sponsorship Agreement ("Agreement") is entered into this 21 day of ~~September~~ October, 2013, by and between the City of Glendale, an Arizona municipal corporation ("CITY") and Credit Union West, Inc. an Arizona 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 ("Event"): The Event included in this promotional relationship consists of GLENDALE'S SPIRIT OF GIVING WEEKEND - 12/6 and 12/7/2013. This Event and corresponding dates constitutes the sponsorship commitment from the SPONSOR for branding, event marketing and promotional purposes.

II. SPONSOR DUTIES

Sponsor Fee . SPONSOR agrees to pay a sponsorship fee in the amount of $5,000 to the CITY for the "Event" identified above. This sponsorship fee is due the City of Glendale for the branding, marketing and promotional relationship outlined in this agreement.

A. Payment for this sponsorship shall be due on or before November 22, 2013. Payment 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 Events 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 350,000 impressions per month. This page will be accessible approximately 30 days prior to each festival included in the sponsorship package.

2) Credit Union West logo in paid print advertisement for event newspaper coverage which includes Arizona Republic, Glendale Star and Peoria Times.

3) Credit Union West logo inclusion in all paid television broadcast advertising promoting the aforementioned event on ABC15 – KNXV-TV our exclusive television broadcast partner.

4) Credit Union West will be mentioned in City of Glendale new releases promoting the Event listed above and sent to virtually all media outlets in central Arizona.

C. On-Site Recognition & Benefits.

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

2) Credit Union West will be afforded category exclusivity for savings and loan institutions for the Glendale Spirit of Giving Weekend event.

3) Authorize SPONSOR a prominent location for a 10' X 20' booth space for the Event listed above. This booth space will include power and, if needed, tent, tables, chairs and lights at no additional cost to SPONSOR, in a premium high-traffic location for the purpose of SPONSOR'S branding, marketing and promotional needs.

4) Authorize SPONSOR to distribute promotional info on Kasasa checking and other Credit Union West services, promotional rates, etc.

5) CITY will provide a vinyl event banner approximately 3' X 12' with Credit Union West's color logo for display in a prime location at the SPIRIT OF GIVING event. City also authorizes 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.

6) SPONSOR will receive complimentary VIP parking passes for 6 vehicles in one of the two "preferred parking" paid garages on each evening of the Spirit of Giving Weekend.

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

SPONSOR: Credit Union West
P O Box 7600
Glendale, AZ 85312-7600

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

Statutory Agent:
David W. Smith
SVP/Chief General Counsel
P O Box 7600
Glendale, AZ 85312-7600

VI. TERM

This Agreement is effective upon the date of the last signature affixed below and expires on Feb. 11, 2014.

AGREED AND ACCEPTED ON BEHALF OF SPONSOR:

By: David W. Smith

Title: SVP/Chief General Counsel

Signature: _____

Date: 10-4-2013

AGREED AND ACCEPTED ON BEHALF OF CITY:

CITY OF GLENDALE
Event Sponsorship Agreement

By: Martin Dickey

Title: Special Event Division Manager

Signature: Martin Dickey

Date: 10/18/13

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk