CITY CLERK
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C-9345
10/31/2014

GLENDALE

**This "Presents" Event Sponsorship Agreement** ("Agreement") is entered into this 31 day of ~~September~~ OCTOBER, 2014, by and between the City of Glendale, an Arizona municipal corporation ("CITY") and International Cruise & Excursion Gallery, Inc., a Delaware corporation ("SPONSOR"), authorized to do business in Arizona as Sears Vacations

**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 "Presents" marketing and promotional relationship for the SPONSOR for the following ("Events"): Events included in this promotional relationship consist of GLENDALE GLITTERS SPECTACULAR – 11/28 and 11/29/2014; GLENDALE'S DECEMBER HOLIDAY LIGHTING WEEKENDS – 12/5 and 12/6/2014; 12/12 and 12/13/2014; 12/19 and 12/20/2014; GLENDALE GLITTER & GLOW BLOCK PARTY – 1/10/2015; GLENDALE CHOCOLATE AFFAIRE – 1/30/2015 thru 1/31/2015. These Events and dates constitute the entirety of the 2014-2015 Glendale Festival "season" and represent the season commitment from the SPONSOR for this "Presents" sponsorship for data capture and sales purposes at these Events.

## II. SPONSOR DUTIES

**Sponsor Fee .** SPONSOR agrees to pay as part of the sponsorship fee $30,000 to the CITY for the six "Events" identified above.

**A.** Payment for this sponsorship shall be made in three payments by check. The first check payment of $7,500 shall be due on or before October 15, with the second check payment of $7,500 due on or before Nov. 15, 2014, the third check payment of $7,500 due on or before Dec. 15, 2014 and the final check payment of $7,500 due on or before Jan. 15, 2015. 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
5850 W. Glendale Ave., Suite B63
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 this "Presents" sponsorship is achieved at the Events.

**B. SPONSOR Logo and/or Name Recognition.** CITY will include the SPONSOR'S logo and/or name adjacent to the words "Presented by" in Events promotional media, where possible as follows:

1) SPONSOR'S logo prominently included in the www.glendaleaz.com/events events web page. SPONSOR understands that internet activity surpasses 280,000 impressions per month. This page will be accessible approximately 30 days prior to each festival included in the sponsorship package. Sponsor's logo will be displayed adjacent to the phrase "Presented By" at the top of the events page to emphasize the premier "presents" status of this sponsorship for all Glendale festivals.

2) Sears Vacations' logo will be displayed adjacent to "Presented By" in proximity to each Event's logo i.e. Glendale Glitters, Jingle Bell Rockin' Nights, Winter Wonderland Weekend, Spirit of Giving Weekend, Glitter & Glow Block Party and Glendale Chocolate Affaire in print advertisements valued at $40,000 for event newspaper coverage which includes Arizona Republic, Glendale Star and Peoria Times.

3) Sears Vacations' logo will be displayed adjacent to "Presented By" in proximity to each Event's logo i.e. Glendale Glitters, Jingle Bell Rockin' Nights, Winter Wonderland Weekend, Spirit of Giving Weekend, Glitter & Glow Block Party and Glendale Chocolate Affaire on Event programs' covers distributed on site. CITY distributes 10,000 official programs each for Glendale Glitters Spectacular, Glendale Glitter & Glow Block Party and Glendale's Chocolate Affaire on site at the Events. (30,000 total)

4) Sears Vacations' logo will be displayed adjacent to "Presented By" in proximity to each Event's logo on a minimum of 1,000 Events promotional posters created for Glendale Glitters Spectacular, Glendale Glitter & Glow Block Party and Glendale Chocolate Affaire. (approx. 4,000 total)

5) Sears Vacations' logo will be displayed adjacent to "Presented By" in proximity to each Event's logo in all paid television broadcast advertising promoting the aforementioned events on ABC15 – KNXV-TV.

6) Sears Vacations' logo will be displayed adjacent to "Presented By" in proximity to each Event's logo in all paid internet advertising promoting the aforementioned events on azcentral.com.

7) Each Event's name i.e. Glendale Glitters, Jingle Bell Rockin' Nights, Winter Wonderland Weekend, Spirit of Giving Weekend, Glitter & Glow Block Party and Glendale Chocolate Affaire will be referred to as "Presented By Sears Vacations" in City of Glendale new releases promoting the Events 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 adjacent to "Presented By" in proximity to Event logos i.e. Glendale Glitters, Jingle Bell Rockin' Nights, Winter Wonderland Weekend, Spirit of Giving Weekend, Glitter & Glow Block Party and Glendale Chocolate Affaire on three on-site sponsor tower "thank you" signs at each of these festivals.

2) SPONSOR will receive two 3' X 20' full color vinyl festival logo banners displayed prominently at each festival which will read "EVENT (logo)"presented by Sears Vacations" These banners will be provided by the Special Events office and located in high-visibility areas of each festival. The Sears Vacations' name/logo would also appear on 3 sponsor recognition "thank you" signs as the "presented by" sponsor at entrances to the event during each festival.

3) Authorize SPONSOR prominent locations for a total of 30' of festival frontage booth space at each festival. This can be used as one 10' x 10' and one 10' X 20' or three 10' X 10' booth spaces* for the Events listed above. These booth spaces will include power and, if needed, tents, tables, chairs and lights at no additional cost to SPONSOR, in premium high-traffic locations for the purpose of SPONSOR'S "Presents" sponsorship for data capture and marketing needs.

4) 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.

5) SPONSOR will receive name/logo recognition as the "Glendale Glitters Presented By" sponsor 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.

6) SPONSOR will be provided with main stage announcements acknowledging each festival i.e. Glendale Glitters, Jingle Bell Rockin' Nights, Winter Wonderland Weekend, Spirit of Giving Weekend, Glitter & Glow Block Party and Glendale Chocolate Affaire is "Presented By Sears Vacations" each day of a sponsored Event.

7) SPONSOR will receive Guaranteed Sears Vacations gobo logo (lighted logo) prominently displayed with Sears Vacations logo adjacent to the words "Presented by" at all festivals in a premier viewing location e.g. city hall facade or other high profile downtown structures.

8) SPONSOR will be provided with VIP parking passes for up to 16 vehicles in one of the two Preferred Parking garages at each event.

* City must approve which festivals and specific locations if and when SPONSOR chooses to use the three 10' X 10' booth combination prior to the start of the festival season. This combination of three 10' X 10' booth spaces will not be permitted for GLENDALE'S DECEMBER HOLIDAY LIGHTING WEEKENDS – 12/5 and 12/6/2014; 12/12 and 12/13/2014; 12/19 and 12/20/2014.

## 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
5850 W. Glendale Ave., Ste. B63
Glendale, AZ 85301

SPONSOR: International Cruise & Excursion Gallery, Inc.
d.b.a. Sears Vacations
Attn: Jimmy Danz
15501 N. Dial Blvd.
Scottsdale, AZ 85260-1615

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

*Statutory Agent:*
CT Corporation System
2390 E. Camelback Rd.
Phoenix, AZ 85016

## VI. TERM

This Agreement is effective upon the date of the last signature affixed below and expires on Feb. 11, 2015.

**CITY OF GLENDALE**
**Event Sponsorship Agreement**

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

By: Dietmar Hanke

Title: Vice President of Legal Affairs

Signature: _____

Date: 27 OCT 2014

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

By: Martin Dickey

Title: Special Event Division Manager

Signature: Martin Dickey

Date: 10/30/14

**APPROVED AS TO FORM:**

_____
City Attorney

**ATTEST:**

_____
City Clerk