C-9476-1
10/19/2015

CITY CLERK
ORIGINAL

This Event Sponsorship Agreement ("Agreement") is entered into this 19 day of October 2015, 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

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 – 11/27 and 11/28/2015;
Glendale's December Holiday Lighting Weekends – 12/4 and 12/5/2015; 12/11 and 12/12/2015; 12/18 and 12/19/20154;
Glendale Glitter & Glow Block Party – 1/9/2016;
Glendale Chocolate Affaire – 2/5 thru 2/7/2016.

These Events and dates constitute the entirety of the 2015-2016 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 $15,000 to the CITY for the Events identified above.

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

- The first payment of $5,000 shall be due on or before November 13, 2015
- The second payment of $5,000 shall be due on or before Dec. 18, 2015
- The final payment of $5,000 shall be due on or before Jan. 29th, 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

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 six festivals of the 2015 – 2016 season. SPONSOR understands that internet activity averages 250,000 hits per month. This page will be accessible approximately 30 days prior to each festival included in the sponsorship package.

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

3) SPONSOR logo included in a minimum of 1,000 event promotional posters for each event created for Glendale Glitters, Glendale Glitter & Glow Block Party and Glendale Chocolate Affaire (3,000 total).

4) SPONSOR logo on event programs distributed on site. CITY distributes 10,000 official programs each for Glendale Glitters, Glendale Glitter & Glow Block Party and Glendale Chocolate Affaire on-site at the events (30,000 total).

5) Valley Buick-GMC Dealers 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 10' X 10' tent and room to display two vehicles adjacent to it for Glendale Glitters, Jingle Bell Rockin' Nights, Winter Wonderland Weekend, Spirit of Giving Weekend, Glendale Glitter & Glow Block Party and 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 receive a Main Stage banner, approximately 3' X 12', which will read: Valley Buick-GMC Dealers with logo identification. This banner will be hung adjacent to the main stage for Glendale Glitters, Jingle Bell Rockin' Nights, Winter Wonderland Weekend, Spirit of Giving Weekend and Chocolate Affaire and the primary stage for Glendale Glitter & Glow Block Party.

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, Spirit of Giving Weekend and Glendale Chocolate Affaire.

7) 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.

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: Southport Marketing, Inc.
Tom Johnson
V.P., CFO, General Manager
1090 Avenida Acaso
Caramillo, CA 93012

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.
1090 Avenida Acaso
Camarillo, CA 93012

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 1, 2015.

AGREED AND ACCEPTED ON BEHALF OF SPONSOR:

By: Tom Johnson

Signature: _____

Date: 10/12/15

AGREED AND ACCEPTED ON BEHALF OF CITY:

By: Martin Dickey

Title: Spec. Events Manager

Signature: Martin Dickey

Date: 10/19/15

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk