# SPONSORSHIP AGREEMENT

Community Services  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-2200

<table>
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<th>Contract #: 1862</th>
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SPONSORSHIP AGREEMENT BETWEEN  
CITY OF MENLO PARK AND EVENT OR PROGRAM SPONSOR

WHEREAS, this SPONSORSHIP AGREEMENT ("AGREEMENT") is made and entered into at Menlo Park, California, this 28 day of March, 2016, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and FACEBOOK, INC., a Delaware corporation, hereinafter referred to as "SPONSOR"; and

WHEREAS, this AGREEMENT is entered into by the CITY and SPONSOR for Menlo Park Senior Center Programs, Belle Haven Community Spring Fair, 4th of July Parade and Event, Summer Concert Series; and

WHEREAS, SPONSOR agrees to provide the sponsorship and the CITY agrees to provide the benefits as outlined below.

NOW, THEREFORE the CITY and SPONSOR mutually agree as follows:

## 1. TERMS OF SPONSORSHIP

SPONSOR has reviewed and agrees to be bound by those procedures, limitations and restrictions identified in the CITY's Sponsorship Policy.

SPONSOR will provide: a total of $39,500 for agreed upon events and programs allocated as follows: (a) $20,000 for Senior Center Programs, (b) $2,000 for 2016 holiday gifts for seniors, (c) $5,000 for title sponsorship for the Belle Haven Community Spring Fair, (d) $5,000 for the 4th of July Parade and Event, and (e) $7,500 for title sponsorship of the Summer Concert Series. The sponsorship of the Summer Concert Series is subject to the condition that the City holds at least 1/3 or minimum of 3 of the concerts in Belle Haven. All payments or in-kind donations will be provided to the CITY at least thirty (30) days prior to the program or event start date.

CITY will provide: See Sponsor Event Sheets/Packets attached.

The periods of use covered by this AGREEMENT are:

A. Menlo Park Senior Center Programs for the period January 1, 2016 to December 31, 2016  
B. All other events and programs listed above for the period of March 28, 2016 to August 31, 2016

## 2. MARKETING

The CITY's logo may not be used by SPONSOR in any way without the written permission of the Community Services Director or his/her designee ("Director") of the CITY. If permission is granted, all materials must be reviewed and approved in writing by the Director. SPONSOR will provide its logo within 30 days prior to the event(s) in EPS, PDF or High Resolution JPEG format. It is understood and agreed that CITY has permission to use SPONSOR's logo on printed material and other marketing materials related to the events and programs being sponsored.

## 3. NO ENDORSEMENT

By entering into this AGREEMENT, the CITY is in no way endorsing the SPONSOR's organization, products, services or employees.

## 4. DISPLAY BOOTH

SPONSOR agrees that the CITY has the right to inspect SPONSOR's display booth at any time prior to or during an event. Restrictions on items SPONSOR may distribute at an event will be provided prior to the event. SPONSOR may distribute only their own organization's materials and may not distribute materials for any other organization. Any request to share or give the booth to another organization must be approved in writing by the Director prior to the event.
5. INSURANCE AND INDEMNITY

A. General Liability Insurance:
B. SPONSOR, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage in an amount of not less than One Million Dollars ($1,000,000) per occurrence. CITY shall be named as an additional insured and SPONSOR shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions.
C. Automobile Liability Insurance:
D. SPONSOR shall maintain One Million Dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.
E. Indemnity:
F. SPONSOR agrees to indemnify, defend and hold harmless the CITY, its elective or appointive boards, officers, employees, agents and volunteers from any and all claims, losses, or liability of any nature that may arise out of or result from the sponsor’s performance of this AGREEMENT.

6. NON-ASSIGNABILITY

SPONSOR shall not assign this AGREEMENT or any portion thereof to a third party without the prior written consent of the CITY, and any attempted assignment without such prior written consent shall automatically terminate this AGREEMENT.

7. CANCELLATION OF EVENT OR PROGRAM

The CITY retains full control of how a program, event or service will be managed, delivered and operated. The CITY retains authority to cancel a program or event. Upon cancellation, the CITY will provide written notice to SPONSOR and will issue either a pro-rated (based on the benefits given) or full refund or will return SPONSOR provided materials.

8. TERMINATION

This AGREEMENT may be terminated immediately, with or without cause, by CITY upon written notice to SPONSOR.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

SPONSOR

Signature
Fergus O'Shea
Facilities Director

Date 05/04/16
Title Fergus O'Shea
Facilities Director

CITY OF MENLO PARK

Signature
Alex D. McIntyre

Date 6/1/16
Title City Manager
### Purpose

In an effort to maximize the community's resources, it is in the best interest of the City's Community Services Department to create and enhance relationship-based Sponsorships. This may be accomplished by providing local, regional, and national commercial businesses and non-profit groups a method for becoming involved with the many opportunities provided by the Community Services Department. The Department delivers quality, life-enriching programs and activities to the broadest base of the community. This translates into exceptional visibility for sponsors and supporters. The goal of this policy is to create relationships and Sponsorships with sponsors to support the financial health of the Department.

### Sponsorships

Sponsorships are cash or in-kind products and services offered by Sponsors with the clear expectation that an obligation is created. The recipient is obliged to return something of value to the Sponsor. The value is typically public recognition and publicity or advertising highlighting the contribution of the Sponsor and/or the Sponsor’s name, logo, message, products or services. The Sponsor usually has clear marketing objectives, including, but not limited to, the ability to drive sales directly based on the Sponsorship, and, quite often, the right to be the exclusive sponsor in a specific category of sales. The arrangement is typically consummated by a letter of agreement or contractual arrangement detailing the particulars of the exchange. Some programs, such as the Menlo Park Summer Concert Series or Menlo Movie Series may have multiple sponsors in a specific category since these Sponsors sponsor a specific event although marketing collateral would be combined.

### Donations

A donation comes with no restrictions on how the money or in-kind resources are used. This policy specifically addresses Sponsorships, the agreements for the procurement of the resources, and the benefits provided in return for securing those resources. Since donations or gifts come with no restrictions or expected benefits for the donor, a policy is generally not needed.

### Eligibility

Sponsors should be businesses, non-profits, or individuals promoting mutually beneficial relationships for the Community Services Department and the City of Menlo Park. All potentially sponsored programs or facilities should be reviewed in order to create synergistic working relationships regarding benefits, community contributions, knowledge, and political sensitivity. All sponsored programs should promote the goals and mission of the City of Menlo Park and the Community Services Department.

### Sponsorship Contact Maintenance

The Community Services Director or designee, is responsible for maintaining an updated list of all current Sponsorships, sponsored activities, and contacts related to Sponsorships in order to:
- Limit duplicated solicitations of a single entity
- Allow decisions based on the most appropriate solicitations and level of benefits offered
- Keep a current list of Department supporters and contacts
- Help provide leads for new Sponsorships, if appropriate
- Ensure Sponsor mission and values are in line with the mission and values of the Menlo Park Community Services Department
- Confirm Sponsorship agreement(s) are adequately fulfilled

### Not a Public Forum

In adopting the Sponsorship Policy, it is the City of Menlo Park's declared intention and purpose to not permit any marketing Sponsorships that individually or in combination would cause any real or personal property, facilities, vehicles, or communication media owned or controlled by the City to become a public forum for the dissemination, debate or discussion of public issues.
Procedures

1. Any new Sponsorship program, event or benefit by the Department must be approved by the Director or a designee.
2. Sponsorship levels vary and are established based on the Sponsors’ level of exposure and fair market value.
3. Sponsorship opportunities can include donated product, in-kind services, and money to offset operating and material costs. The total sum of sponsorship funds offered for the specific event/series (monetary) and total estimated value of in-kind contributions (goods or services) will determine the sponsorship category of each Sponsor.
4. All Sponsorship values must be reviewed and approved by the Community Services Director or designee. All Sponsors will be provided an approved Sponsor packet with approved Sponsorship benefits, levels and values.
5. All marketing materials that include Sponsor logos or names (i.e. flyers, posters, t-shirts, press releases, web links, etc.) must be approved by the Director or designee.
6. All Sponsorship agreements must be signed by the Department Director or designee and use the approved agreement form.
7. All Sponsorship agreements that include logos, names, etc. on print materials require a minimum lead time of two months prior to the event or program start date. This time is needed in order to execute the agreement, receive payment and provide benefits to the Sponsor. All other agreements require a minimum lead time of two weeks prior to the event or program start date. Sponsorship agreements submitted after the established deadlines will not be accepted; negotiations or subsidized sponsorships will not be made.

Limitations/Restrictions

1. The Department may refuse a Sponsorship if the organization promotes a program or service that is competitive with the Department’s programs and services; the organization is associated with religious, political, alcohol, tobacco, firearms, pornographic, scandalous, or “adult” themed products and services; or the Sponsorship would create a conflict of interest with City policy. The City has a reasonable interest in maintaining a position of neutrality.
2. Final approval of all Sponsor provided content, graphics and layout must be given by the Director or designee.
3. The City retains full control of how a program, event or service will be delivered, managed and operated.
4. This policy is not applicable to gifts, grants or unsolicited donations in which no benefits are granted to the donor and where no business relationship exists.
5. The City may cancel a program or event (i.e. budget reduction, City Council action, weather conditions, etc.). Sponsors will be provided written notice of the cancellation and pro-rated/full refunds issued or materials will be returned.
6. The City of Menlo Park has the right to inspect a Sponsor booth at any time prior to or during an event. Restrictions on what a Sponsor may distribute or display at an event will be provided prior to the event. Sponsors must distribute only their own organization’s marketing materials and cannot distribute materials for other organizations. All Sponsors wanting to share or give their booth to other organizations have approval of the Director or designee.
7. The City’s logo or the name “City of Menlo Park” may not be used by a Sponsor in any way without the permission of the Department Director or designee. If permission is granted, all materials must be reviewed and approved.
8. Distribution of or advertising in any format that is political, offensive, or issue oriented is prohibited.
9. Marketing materials provided by the Sponsor should be accurate, well-organized and clearly identifiable as a commercial marketing collateral piece. Materials stating that the City of Menlo Park endorses a commercial entity are strictly prohibited.
10. All Sponsorship agreements are with the listed or defined commercial or non-profit entity. Any subsidiary or affiliate of the Sponsor must either obtain permission of the City of Menlo Park to be included in the Sponsorship arrangement benefits or create a separate Sponsorship arrangement.
11. Sponsors must submit high-quality digital artwork/logo by the established deadline for each event or risk their logo not being included in marketing materials. The City will not alter Sponsor logos with the exception of re-sizing. Sponsor logos may not contain contact information such as numbers, e-mails, or website unless it is part of the sponsor name/brand (i.e. Amazon.com, Pets.com, etc.).
12. The City will make all reasonable attempts to include the Sponsor’s name/logo through the marketing and promotional activities associated with an event or program in which a Sponsor’s name/logo is included or where the Sponsor’s marketing materials are presented. Examples include: printed materials, t-shirts, promotional products, website content, email communication/e-blasts, advertising, newsletters, calendars, social media, banners, and on-site display booths.
13. Only one organization will be allowed a Title Sponsorship per event, program or series. Series events will be capped to one sponsor per event date where an exclusive sponsorship exists. All other sponsorship categories will remain open until their cutoff date, unless otherwise identified by staff.
**Sponsorship Value**

All Sponsorship values will be reviewed on an annual basis by the Department’s leadership team. New events or programs that are added during the year must follow the valuation guidelines. Final Sponsorship values and corresponding benefits must be approved by the Director or designee.

Sponsorship values are established by the Community Services Department based on the estimated attendance and marketing for each event or program, or other criteria determined by the Director or designee, such as anticipated community benefit.

**Payments**

All Sponsor payments including in-kind goods or services **must** be received prior to the event or program being delivered. Benefits may only be delivered if the payment terms of the agreement are met. Any exceptions must be approved by the Director or designee. Sponsors may pay with Visa, Mastercard, check, or cash.

Sponsorships and donations below $25,000 may be approved by the Community Services Director. Sponsorships and donations between $25,000 and $56,000 must be approved by the City Manager. Any Sponsorship or donation for more than $56,000 must be approved by the City Council before being accepted.

**Special Event Pricing Tiers**

<table>
<thead>
<tr>
<th>Attendance</th>
<th>Pricing Tier</th>
<th>Title</th>
<th>Platinum</th>
<th>Gold</th>
<th>Silver</th>
<th>Bronze</th>
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<tbody>
<tr>
<td>4000+</td>
<td>3</td>
<td>$10,000</td>
<td>$7,500</td>
<td>$5,000</td>
<td>$2,500</td>
<td>$1,000</td>
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<tr>
<td>1000-3999</td>
<td>2</td>
<td>$7,500</td>
<td>$1,000</td>
<td>$750</td>
<td>$500</td>
<td>$250</td>
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<tr>
<td>Under 999</td>
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<td>$5,000</td>
<td>$750</td>
<td>$500</td>
<td>$250</td>
<td>$100</td>
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**Current Special Event Tiers**

<table>
<thead>
<tr>
<th>Event / Program</th>
<th>Attendance</th>
<th>Pricing Tier</th>
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<tbody>
<tr>
<td>4th of July Parade &amp; Celebration</td>
<td>5000</td>
<td>3</td>
</tr>
<tr>
<td>Summer Concert Series</td>
<td>3000</td>
<td>2</td>
</tr>
<tr>
<td>Egg Hunt</td>
<td>2750</td>
<td>2</td>
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<tr>
<td>Halloween Hoopla</td>
<td>2000</td>
<td>2</td>
</tr>
<tr>
<td>Menlo Movie Series</td>
<td>1250</td>
<td>2</td>
</tr>
<tr>
<td>Kite Day</td>
<td>600</td>
<td>1</td>
</tr>
<tr>
<td>MA PAC Programs</td>
<td>500</td>
<td>1</td>
</tr>
<tr>
<td>Breakfast with Santa</td>
<td>400</td>
<td>1</td>
</tr>
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**Insurance**
Sponsors will be required to provide proof of insurance with the City of Menlo Park listed as an additional insured if the Sponsorship includes the following:

- Utilization of City facility, park, or equipment not in conjunction with a City sponsored event
- Any promotion or activity at a City sponsored event that goes above and beyond what is normally provided by the City (i.e. rides, games, other activities)
- As required through the approval of a permit or facility use agreement
- Certificate of Liability Insurance must include:
  - The renter’s name must be listed as the one “insured.”
  - The policy must not expire before the planned event date.
  - The policy must be for $1,000,000.
  - The “description” should list the rental location, day, and event planned.
  - The City of Menlo Park at 701 Laurel Street, Menlo Park, CA 94025 must be noted as “additional insured.”

### Recognition & Benefits

1. Sponsorship benefits should follow the benefit tiers detailed in each event sponsorship packet.
2. All Sponsorship benefits that include complimentary services (tickets, wristbands, etc.) should not exceed 20% of the total value of the sponsorship for that individual program.
3. All Sponsors will receive a letter of appreciation and digital photos of the event or program. Summary of the event or program including attendance estimates can be provided on request.
4. For events that include title sponsors or capped sponsorships (i.e. Summer Concert Series and Menlo Movie Series), the previous year sponsor(s) will be granted first right of contract based on the following order:
   - Title sponsors
   - Platinum Sponsors
   - Gold Sponsors
   - Silver Sponsors
   - Bronze Sponsors

### Appeal Process

The City may decline to Sponsor with any organization at any time. When Sponsorships are declined, potential Sponsors may appeal the decision to the Director of Community Services by submitting an appeal letter in writing.

### Endorsement

A Sponsorship, under this Sponsorship and Sponsorship Policy, shall in no way constitute an endorsement of the Sponsor’s organization, products, services or employees by the City of Menlo Park and / or the Community Services Department.