

# SPONSORSHIP AGREEMENT

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



Contract #: 2063

## 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 February, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and FACEBOOK, INC, 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, 4<sup>th</sup> 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 2017 holiday gifts for seniors, (c) \$5,000 for title sponsorship of the Belle Haven Community Spring Fair, (d) \$5,000 for the 4<sup>th</sup> 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 3 of the concerts in the Belle Haven neighborhood. 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 Sponsorship Event Sheets/Packets attached.

The periods of use covered by this AGREEMENT are:

- A. Menlo Park Senior Center Programs for the period of January 1, 2017 to December 31, 2017.
- B. All other events and programs listed above for the period of March 1, 2017 to August 31, 2017.

### 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, press releases, and all other marketing materials.

### 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.

<p><b>5. INSURANCE AND INDEMNITY</b></p> <p>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 performance of this AGREEMENT.</p>
<p><b>6. NON-ASSIGNABILITY</b></p> <p>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.</p>
<p><b>7. CANCELLATION OF EVENT OR PROGRAM</b></p> <p>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.</p>
<p><b>8. TERMINATION</b></p> <p>This AGREEMENT may be terminated immediately, with or without cause, by CITY upon written notice to SPONSOR.</p>

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

Lauren Bonar Sweeney  
Signature

Lauren Bonar Sweeney  
Name

3-16-17  
Date

Sustainability + Outreach  
Title Manager

CITY OF MENLO PARK

Alex McIntyre  
Signature

Alex McIntyre  
Name

3/29/2017  
Date

City Manager  
Title