

Form of Naming Rights/Sponsorship Agreement

NAMING RIGHTS/SPONSORSHIP AGREEMENT

_____ (hereinafter referred to as “Sponsor”) and the City of Columbia (hereinafter referred to as “the City”) hereby enter into this Naming Rights/Sponsorship Agreement (“Agreement”) pursuant to the terms and conditions set forth herein.

WHEREAS, the City desires to construct a championship quality cross country running course, including, but not limited to a Finish Line Structure, Athlete Pavilion, Timing Tower and Race Headquarters with restroom facilities in the Gans Creek Recreation Area (hereinafter referred to as the “Project”); and

WHEREAS, Sponsor desires to provide substantial financial assistance with the construction and funding for the Project as provided herein;

NOW THEREFORE, the Parties agree as follows:

I. SPONSORSHIP RIGHTS/BENEFITS

During the term of this Agreement, the City hereby grants Sponsor naming exclusivity within the _____ industry (hereinafter referred to as the “Industry”) to name the _____ (hereinafter referred to as “Named Facility”) to be constructed in connection with the Project, pursuant to the terms of this Agreement.

- a. The Named Facility shall be named “_____”, or such other substantially similar name mutually agreed upon by the parties. The signage installed by the city will be constructed out of materials consistent with the final overall design of the structure approved by the City Council and will not be internally illuminated. The name will be placed at _____ locations on the structure above prominent public entrances as generally shown on Exhibit A. In the event the design of the Named Facility is altered prior to construction it hereby declared to be the intent of the parties that the sponsorship of the Named Facility by Sponsor be prominently displayed at least once above each major entrance into the Named Facility. The City will design and pay for all costs associated with construction, installation and maintenance of the signage for the Named Facility. If Sponsor changes its name or logo during the term of this Agreement and desires to update the signage, the City shall allow Sponsor to remove and replace the signage with the cost of the updated signage and installation paid by Sponsor. Signage designating “City of Columbia” and “Home of the University of Missouri Cross Country”, or such other similar designations may also be placed on the Named Facility. Both parties must mutually agree upon final renderings.

- b. Sponsor shall receive the first right of refusal for all Industry naming rights at the Project location during the term of this Agreement. If the City is unsure if a naming opportunity would fall under the Industry exclusivity, the City should contact Sponsor for determination and shall obtain written consent from Sponsor.

II. TERM OF AGREEMENT

This Agreement shall be in effect for a period of ____ (____) years following the date the first signage is placed on the Named Facility. The City shall notify Sponsor, in writing, of the date of installation of the signage. Sponsor may terminate this Agreement and receive back full payment paid if the City elects not to pursue construction of the Named Facility for any reason. The Sponsor and the City may mutually agree in writing to terminate this Agreement prior to the expiration of the Term. If this Agreement is terminated by the City prior to expiration, Sponsor will receive a pro-rated amount of money back based upon the date of the termination.

In the event of a material breach of this Agreement by either party, the non-breaching party may give the breaching party ninety (90) days' prior written notice of the breaching party's default, and the non-breaching party's intent to terminate this Agreement. If the breaching party has not cured such breach during such 90-day period, then this Agreement shall automatically terminate effective at the end of such 90-day period. Upon the expiration or earlier termination of this Agreement, the parties shall have no further obligations hereunder, save for those incurred prior to the expiration or earlier termination of this Agreement.

III. PAYMENT OBLIGATION OF SPONSOR

In consideration of the rights and benefits to be provided, Sponsor agrees to contribute to City in cash or the cash equivalent of goods and services the total amount of \$ _____ for use in construction of the Project.

IV. USE OF MARKS

- a. *Grant of License to use the Sponsor Licensed Marks.* Subject to Sponsor's policies on licensing as in effect from time to time, Sponsor hereby grants to the City the non-exclusive right and license during the Term of this Agreement to use the Sponsor Licensed Marks owned by the Sponsor in connection with the City's affiliation and promotion of the Named Facility for printed business, marketing and press materials, as set forth in this Agreement. Sponsor shall use its reasonable best efforts to protect the Sponsor Licensed Marks and shall, to the extent permitted by law and without waiving sovereign immunity, defend any claims of infringement or unfair competition brought against the City in connection with any proper use of the Sponsor Licensed Marks by the City. Sponsor Licensed Marks and any goodwill associated therewith are and shall at all times remain the property of Sponsor. The City shall not contest or challenge the validity of any Sponsor Licensed Mark or the ownership thereof by Sponsor. Sponsor is not granting the City any right, title, or interest in the Sponsor Licensed Marks except the right to use the Sponsor Licensed

Marks during the Term of this Agreement. The City shall use the Sponsor Licensed Marks at all times in accordance with the terms and conditions of this Agreement, and solely in connection with the performance of its obligations under this Agreement. Sponsor reserves the right to approve in advance all public uses of the Sponsor Licensed Marks other than use on materials in connection with the City's affiliation and promotion of the Named Facility or materials prepared by Sponsor or previously approved by Sponsor, provided that Sponsor may revoke, in writing, any approval to the use of the Sponsor Licensed Mark previously given by it.

- b. *Grant of License to use the City's Licensed Marks.* The City hereby grants to Sponsor the non-exclusive right and license during the Term of this Agreement to use the City Licensed Marks owned by the City in connection with Sponsor's affiliation with and promotion of the Named Facility, as set forth in this Agreement. The City shall use its reasonable best efforts to protect the City's Licensed Marks and shall, to the extent permitted by law and without waiving sovereign immunity, defend any claims of infringement or unfair competition brought against Sponsor in connection with any proper use of the City's Licensed Marks by Sponsor. The City's Licensed Marks and any goodwill associated therewith are and shall at all times remain the property of the City. Sponsor shall not contest or challenge the validity of any City Licensed Mark or the ownership thereof by the City. The City is not granting Sponsor any right, title, or interest in the City's Licensed Marks except the right to use the City's Licensed Marks during the Term of this Agreement. Sponsor shall use the City's Licensed Marks at all times in accordance with the terms and conditions of this Agreement, and solely in connection with the performance of its obligations under this Agreement. The City reserves the right to approve in advance all public uses of the City's Licensed Marks other than uses on materials in connection with Sponsor's affiliation and promotion of the Named Facility or materials prepared by the City or previously approved by the City, provided that the City may revoke, in writing, any approval to the use of the City's Licensed Marks previously given by it.

V. LIABILITY

Sponsor and the City carry no medical insurance and assume no liability for personal injuries or loss of personal property of persons participating in activities located at the Project. A participant's personal and/or family policy must cover any medical cost incurred.

VI. INDEMNIFICATION

To the extent permitted by Missouri law and without waiving sovereign immunity, each party agrees to indemnify, defend and hold the other party, including its members, officers, directors, employees, and other agents, harmless from any and all liability resulting from or related to any claim, complaint, and/or judgment for any negligent act or acts of intentional misconduct by the indemnifying party's employees or agents, or any breach of this Agreement.

VII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Missouri without giving effect to the conflict of laws principles.

VIII. DECISION-MAKING AUTHORITY AND NOTICES

The City Manager shall be the authority to provide any notice, consent or permissions required under this agreement on behalf of the City. Such authority shall extend to any written permission or mutual agreement which may be necessary to effectuate the terms hereof.

_____, shall be the authority to provide any notice or consent required under this agreement on behalf of the Sponsor. Such authority shall extend to any written permission or mutual agreement which may be necessary to effectuate the terms hereof.

Any notice, request, consent, or communication under this Agreement will be effective only if it is in writing and (a) personally delivered, (b) sent by certified mail, return receipt requested, postage prepaid, (c) sent by nationally-recognized overnight delivery service with delivery confirmed, or (d) sent via facsimile transmission or email, addressed as follows:

If to Sponsor:

If to the City:

City of Columbia
Attn: City Manager
PO Box 6015
Columbia, MO 65205-6015
Email: CMO@CoMo.gov

With a copy to:

City of Columbia
Attn: Director of Parks and Recreation
PO Box 6015
Columbia, MO 65205-6015
Email: Mike Griggs@CoMo.gov

IX. ASSIGNMENT

Neither party may assign or transfer this agreement, any interest therein or claim thereunder, without the prior written approval of the other party; provided however, Sponsor may assign this Agreement and its rights hereunder to an entity directly controlled by or under common control with Sponsor without consent of City.

This Agreement is made and entered into as of the date of the last party to execute.

SIGNATURES:

SPONSOR

CITY

City of Columbia

By: _____

Title: _____

Date: _____

By: _____

Title: City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor