

## **SPONSORSHIP AGREEMENT**

THIS SPONSORSHIP AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town") and the Erie Chamber of Commerce, a Colorado nonprofit corporation with an address of 235 Wells Street, P.O. Box 97, Erie, Colorado 80516 (the "Chamber") (each a "Party" and collectively the "Parties").

WHEREAS, the Town wishes to sponsor events and activities conducted by the Chamber.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. SCOPE OF SPONSORSHIP**

A. Under the terms of this Agreement and the Terms of Sponsorship set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Terms"), the Chamber shall acknowledge the Town as a sponsor of the events and activities to be held and conducted by the Chamber in 2020, as listed on Exhibit A (each an "Event" and collectively, the "Events").

B. Except as set forth in Exhibit A, the Chamber shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities described or reasonably implied from the Terms.

### **II. COMPENSATION**

In consideration for the Terms, the Town shall pay the Chamber \$112,000 and shall provide the in-kind support set forth in Exhibit A. The total amount shall be paid within 7 days of the Effective Date.

### **III. TERM AND TERMINATION**

A. This Agreement shall commence on the Effective Date, and shall continue until completion of the Events or until terminated as provided herein.

B. The Town may terminate this Agreement for convenience upon 30 days' prior written notice to the Chamber. If the Town terminates this Agreement for convenience, it shall not be entitled to a refund of the compensation paid under Section II.

C. The Town may terminate this Agreement immediately if the Chamber fails to perform any of its duties under this Agreement. In such event, the Chamber shall be liable for damages, including any excess cost of procuring similar supplies or services. The Town shall also be entitled to reimbursement of the compensation paid under Section II.

#### **IV. PROMOTIONAL LIMITATION**

A. Except as expressly provided herein, neither Party shall have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s) or other identification of the other Party.

B. The Town hereby grants to the Chamber a royalty-free, non-exclusive license to use and display the trademarks associated with Town in promotion of the Events. Such use shall be limited solely to the duration of the Events and any advertising or promotional activities relating thereto.

C. The Chamber and the Town acknowledge that this Section does not convey any right, title or ownership interest in the trademark.

#### **V. INDEPENDENT CONTRACTOR**

The Chamber is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by the Chamber to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of the Chamber for all purposes. The Chamber shall make no representation that it is a Town employee for any purposes.

#### **VI. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF ERIE, COLORADO**

\_\_\_\_\_  
Jennifer Carroll, Mayor

ATTEST:

\_\_\_\_\_  
Joanne Salser, Deputy Town Clerk

**ERIE CHAMBER OF COMMERCE**

By: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**TERMS OF SPONSORSHIP AND LIST OF EVENTS**

1. The Chamber shall provide the following Platinum Plus Investor benefits to the Town:
  - a. Town will be acknowledged for one year in all printed materials as a Major Investor -
    - i. In ALL Annual Erie Chamber Events
    - ii. In ALL Educational Presentations including the *Dave Stone Scholarship*
    - iii. In ALL Social/Networking Activities
  - b. Town and logo will be acknowledged for one year as a Major Investor -
    - i. On all Erie Chamber Emails with your URL linked to your website
    - ii. On Erie Chamber Website - Home Page
    - iii. On Erie Chamber Website - Events Page
    - iv. On all Erie Chamber Monthly Newsletters
    - v. On all Erie Chamber Weekly Chamber Chatters
    - vi. On the Chamber advertisement page of the two Editions of Erie Lifestyle Magazine
  - c. Town will be displayed for one year at ALL Annual Erie Chamber Events
  - d. Town logo will appear next to the Town's name in Category Section of Chamber Business Directory

2. The Town will provide financial support for the following events and general operations:

|                             |                     |
|-----------------------------|---------------------|
| Membership                  | \$ 400.00           |
| General Operations          | \$ 6,250.00         |
| Concert in the Park #'s 1-5 | \$ 50,000.00        |
| Concert in the Park #6      | \$ 5,000.00         |
| Wine & Cheese Festival      | \$ 5,000.00         |
| Dave Stone Scholarship Fund | \$ 2,500.00         |
| Port-o-lets                 | \$ 2,000.00         |
| Educational Seminars        | \$ 2,650.00         |
| Miners Blast                | \$ 9,000.00         |
| Love Your Event             | \$ 1,000.00         |
| Business Expo               | \$ 3,500.00         |
| Erie Brewfest               | \$ 6,700.00         |
| Country Christmas           | \$ 3,000.00         |
| Town Fair                   | \$ 15,000.00        |
| <b>Total</b>                | <b>\$112,000.00</b> |

3. The Town will provide traffic control, support, and equipment for the following 2020 Chamber events:
  - a. Concerts in the Park – six concerts
  - b. Town Fair
  - c. Erie Brewfest
  - d. Miner's Blast
  - e. Country Christmas Parade