

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20____ (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 Miners Tavern, a Colorado Corporation with an address of 524 Briggs Street, Erie, CO 80516 ("Sponsor") (each a "Party" and collectively the "Parties").

WHEREAS, Sponsor wishes to sponsor an event conducted by the Town's Parks and Recreation Department.

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 Town shall allow Sponsor to advertise and promote itself at the following Town event (the "Event"):

I. Dasher Board Banner (Town of Erie Ice Rink) – Total Value \$500.00

B. Sponsor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Terms.

II. COMPENSATION

In consideration for the opportunity to sponsor the Event, Sponsor shall pay the Town \$500.00. The total amount shall be paid in full to the Town no later than February 28, 2021.

III. TERM AND TERMINATION

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

B. The Town may terminate this Agreement for convenience upon 7 days prior written notice to Sponsor.

C. The Town may terminate this Agreement immediately if Sponsor fails to perform any of its duties under this Agreement. In such event, Sponsor shall be liable for damages, including any excess cost of procuring similar supplies or services.

IV. PROMOTIONAL LIMITATION

A. Except as expressly provided herein, neither Sponsor nor the Town 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. Sponsor hereby grants to the Town a royalty-free, non-exclusive license to use and display the trademarks associated with Sponsor's products in relation to the Event. Such use shall be limited solely to the duration of the Event and any advertising or promotional activities relating thereto.

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

V. INDEPENDENT CONTRACTOR

Sponsor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Sponsor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Sponsor for all purposes. Sponsor 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

Malcolm Fleming, Town Administrator

ATTEST:

Heidi Leatherwood, Town Clerk

CONTRACTOR

By: _____

EXHIBIT A TERMS OF SPONSORSHIP

Sponsor shall:

- Provide high resolution color and black and white logos for all marketing materials

Town shall:

- Include sponsor logo on Dasher Board Banner (1), Town to provide and install the banner
- Include sponsor logo on ice rink website