

## Gold Sponsorship Agreement

This agreement ("Agreement") is made and entered into by and between the City of Rapid City Recreation Division, also referred to as "R.C.R.D.", and \_\_\_\_\_, also referred to as "Sponsor".

WHEREAS, the R.C.R.D. seeks to promote a positive, healthy, and active participation in leisure and recreational programs for the citizens of the City of Rapid City and the State of South Dakota; and

WHEREAS, The R.C.R.D. plans to conduct the State Hershey Track Meet at Sioux Park in Rapid City.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Event

The 2005 State meet will be held on Saturday, June 18<sup>th</sup> at the Sioux Park Track Complex. This one day meet will have seven events for three age brackets in both boys and girls categories. This is free to participants, but they must qualify at a local meet.

2. Sponsorship Designation:

R.C.R.D. hereby designates Sponsor as Gold Level Sponsor of the State Hershey Track Meet and agrees to work with Sponsor for promotional tie-ins as set forth herein prior and during the event. R.C.R.D. agrees that Sponsor may advertise its sponsorship of the event. The sponsor will pay the sum of five hundred dollars (\$500.00) for the sponsorship agreement that will include the terms set forth here in.

3. R.C.R.D. Responsibilities:

- a. Provide adequate professional staff to plan, organize, promote, conduct and evaluate each event.
- b. Ensure effective promotional tie-ins for Sponsor's name and logo.
- c. Provide T-shirts for purchase with corresponding sponsorship logos included on them. R.C.R.D. will develop, produce, and deliver T-shirts to the event.
- d. Provide posters, flyers, and advertisement for event bearing sponsor's logo and name when required.
- e. Provide adequate space for banners at the event when required.
- f. Offer verbal acknowledgement and thanks during the event.

4.

Sponsor Responsibilities:

- a. Provide camera-ready art for products' logos for flyers, registration forms, advertisements, etc. to be produced and distributed by R.C.R.D.
- b. Provide a banner with sponsor's logo to be displayed when required.

5. Term and Termination:

This Agreement shall commence as of the date of execution of this agreement and shall continue until 06/19/05.

6. Right of First Refusal:

Upon termination of this Agreement, Sponsors shall have the right of first refusal to renew this Sponsorship Agreement, knowing that R.C.R.D. will be conducting this event during 2006. As used herein, the right of first refusal shall mean that if R.C.R.D. received a "bonafide offer" (as hereinafter defined) regarding sponsorship from a third party, then R.C.R.D. shall be obligated to communicate such offer to Sponsor and permit Sponsor at its option to offer to contract with R.C.R.D. either individually or as co-sponsors, on terms no less than favorable to R.C.R.D. than those contained in the bonafide offer of the third party. In no event shall R.C.R.D. enter into a contract with a third party upon terms and conditions more favorable to such third party than those offered to Sponsor, unless such terms have first been offered to Sponsor. As used herein, the term "bonafide offer" shall mean a proposed agreement concerning rights and obligations similar to those herein, which agreement if executed by R.C.R.D. and the third party, would be legally binding.

7. Competitive Advertising:

R.C.R.D. warrants and agrees that it has, and during the term hereof will, grant to anyone other than the Sponsor the right to sponsor or advertise during the event with products or services competitive with Sponsor. R.C.R.D. does hereby reserve the right to sell all types of sponsorships for the benefit of the event, unless an amendment or agreement has been otherwise attached and approved by both parties.

8. Indemnification:

The R.C.R.D. agrees to defend, indemnify and hold Sponsor harmless from and against all claims, suits, liabilities, costs, and expenses for personal injury or property damage in any manner arising from the advertising and sponsorship rights conveyed herein or from participation in the event, with the understanding that this obligation shall not apply to any loss caused solely by the negligence of Sponsor.

9. Insurance:

The R.C.R.D shall obtain and maintain in force, adequate insurance satisfactory to cover the event.

10.

Independent Contractor:

Sponsor and the R.C.R.D. shall be and act as independent contactors, and under no circumstances shall this agreement be construed as one of agency, partnership or joint venture of employment between the R.C.R.D. and Sponsor. None of the personnel under contract to, employed by or volunteering for R.C.R.D. shall be deemed in any way to have any contractual relationship with sponsor whatsoever. The R.C.R.D. shall be solely responsible for the conduct of its employee, personnel and agents in connection with their performance of the R.C.R.D. obligation hereunder.

11. Reasonable Control:

No party shall be responsible for events beyond its reasonable control, such as acts of God, weather delays, government restrictions or unforeseen commercial delays. If any of the events are postponed due to inclement weather or other conditions beyond the R.C.R.D. control, they may be rescheduled for another time. In the event of rescheduling, sponsors shall be entitled to, and the R.C.R.D. agrees to give to Sponsors, all of the advertising and sponsorship rights set forth herein at no additional charge to Sponsor.

12. Assignment:

This agreement is not assignable in whole or in part by any party hereto in the absence of the prior written consent of the other party.

13. Entire Agreement:

This agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, arrangement, communications or representation, whether oral or written. This Agreement may not be amended, altered, modified or changed except by writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

RAPID CITY PARKS AND RECREATION  
DEPARTMENT

By: \_\_\_\_\_  
Jerry Cole, Director

Date: \_\_\_\_\_

SPONSOR:

\_\_\_\_\_

Date: \_\_\_\_\_