



## SPONSORSHIP AGREEMENT

The City of Cupertino is a municipal corporation and is hosting **Earth & Arbor Day Festival (the Festival)** on or about **April 20, 2024** for which City is accepting sponsorships.

[Name of sponsor] is [an individual, a business, a non-profit, a corporation] and desires to sponsor this **Festival** in accordance with City’s sponsorship policy and the sponsorship application.

Therefore, City and Sponsor enter into this Sponsorship Agreement as follows:

- 1.** This Sponsorship Agreement is between the City of Cupertino, a municipal corporation (“City”), and **SPONSOR NAME, SPONSOR ADDRESS** (“Sponsor”), [an individual, a business, a non-profit, a corporation], in connection with **the Festival** being sponsored.
- 2. Term.** This Agreement begins on [date] and ends on **he later of the date of the Festival or April 20, 2024** unless extended or terminated in writing.
- 3. Sponsorship Policy.** Sponsor has read the City’s sponsorship policy and agrees to comply with the policy. The policy is attached as Attachment A and incorporated herein by reference.
- 4. Sponsorship Application.** City requires Sponsor to submit a sponsorship application. Sponsor has submitted said application and agrees to its requirements. City has approved the application which is included as Attachment B and incorporated herein by reference. Per the Sponsorship Application, Sponsor understands it may not receive exclusive rights to benefits unless approved by the relevant City Department Head or his/her designee (“Department Head”).
- 5. Coordinators and Primary Contacts.** The Parties designate the following persons as Coordinators and Primary Contacts for this Sponsorship Agreement. Sponsor’s designation and any substitution are subject to City approval.

For Sponsor: Name: <b>SPONSOR CONTACT NAME</b> Position: <b>ENTER POSITION</b> Contact: <b>EMAIL AND PHONE NUMBER</b>	For City: Name: <b>Ursula Syrova</b> Position: <b>Environmental Programs and Sustainability Manager</b> Contact: <b>ursulas@cupertino.gov, 408-777-7603</b>
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6. **Marketing.** In accordance with the Sponsorship Policy, Sponsor may not use City's logo in any way without the written permission of the Department Head and approval from the City's Public Information Officer. If permission is granted, all materials must be reviewed and approved in writing by the Department Head.

Sponsor will provide its logo within 30 days prior to the event(s) in AI, EPS, PDF or High-Resolution JPEG format. It is understood and agreed that City has permission to use Sponsor's logo on printed material and other marketing materials related to the events and programs being sponsored.

Any publicity generated by Sponsor related to the sponsored event must reference the City. The words "City of Cupertino" shall be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or under this Sponsorship Agreement without prior written approval from City.

7. **Display Booth.** If the sponsorship involves a display booth, Sponsor authorizes City 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 Department Head prior to the event.

8. **Indemnification.** Sponsor agrees to indemnify and hold harmless the City and its officers, officials, employees, agents and volunteers against any and all suits, claims, damages, liabilities, costs and expenses, including attorney fees, arising out of this Agreement, caused by or related to the negligence, recklessness, or willful misconduct of Sponsor, its employees, subcontractors, or agents. This includes any claim or liability for copyright infringement, patent rights, or violation of intellectual property rights.

9. **Insurance Requirements and Waivers.**

- a. Sponsors with a physical presence in the form of a demonstration or a booth at the event shall comply with the insurance requirements set forth in this Section 9. Insurance certificates and endorsements evidencing the type, amount, and dates of coverage are to be received and approved by City prior to the sponsored event.



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i. **Commercial General Liability:** Insurance covering on an “occurrence” basis, including property damage, bodily injury and

personal & advertising injury with limits no less than \$1,000,000 per occurrence. *General liability insurance is not required if sponsor will have a physical presence at the event or program (e.g., booth or table) but limits its activities to one or more of the following:*

1. *Providing information verbally and/or on paper*
2. *Giving away small, low-value items (e.g., key chains, pens)*

ii. **Automobile Liability:** Insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage is *required if automobile is used to perform Sponsor activities.*

b. All Sponsor participants that will have a physical presence at the event are required to sign a liability waiver.

**10. Ownership of Materials.** To the extent Sponsor prepares written material, drawings or data in connection with this Sponsorship Agreement, City, will have property rights to those materials unless otherwise agreed to by the Parties.

**11. Cancellation of Events or Program.** City retains full control over the program, event or service covered by this Agreement. City reserves the right to cancel the program or event at any time. If the event is cancelled, City will endeavor to notify Sponsor prior to the event. City will issue a refund (either pro-rated based on benefits or a full refund).

**12. Endorsements.** By entering into this Sponsorship Agreement, City is in no way endorsing Sponsor's organization, products, services or employees.

**13. Assignment.** This Sponsorship Agreement is not assignable. Sponsor may not substitute another or transfer any rights or obligations under this Agreement.

**14. Termination.** City may terminate this Agreement immediately, with or without cause, upon written notice to Sponsor.

**15. Governing Law, Venue and Dispute Resolution.** This Agreement is governed by the laws of the State of California. The venue for a legal action or proceeding is the Santa Clara Superior Court, County of Santa Clara, State of California. This Agreement is subject to the Government Claims Act. The Parties may seek mediation to resolve disputes arising under this Agreement. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact. In accordance with the law, the prevailing party may seek and be entitled to reasonable attorney fees and costs. This Section survives this Sponsorship Agreement.



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16. **Third Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

17. **Execution.** By signing this Agreement, Sponsor warrants and represents it has the right, power, and authority to enter into this Agreement and be bound by its terms.

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

**Sponsor**  
**NAME OF SPONSOR**

**CITY OF CUPERTINO**  
A Municipal Corporation

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CHRISTOPHER D. JENSEN  
City Attorney

**ATTEST:**

\_\_\_\_\_  
KIRSTEN SQUARCIA  
City Clerk

Date \_\_\_\_\_