

## Sponsorship Agreement

1. **Parties.** The parties to this agreement are the Visalia Unified School District of Tulare County, hereinafter called District and "Sponsor Name", hereinafter called "Sponsor".
2. **Stadium.** District is owner of certain facilities located in Visalia, California, Commonly known as the (**Stadium/Bowl**). The facility is currently used by the District for School and public purposes
3. **Terms.** Sponsor pledges to make a monthly payment of \$\_\_\_\_\_ for \_\_\_\_\_ (XX) Months to the District for the purpose of becoming the title sponsor of the **Bowl/Stadium**, total sponsorship of \$\_\_\_\_\_ over the (XX) month period. Said payments to begin Month DD, YYYY .

Sponsorship to include all existing and future components of the **Bowl/Stadium**, including, but not limited to:

- 1) actual facility
- 2) track
- 3) press box
- 4) ticket booths
- 5) concession stands
- 6) storage buildings

No other **Bowl/Stadium** sponsorships will be solicited by the District.

- a. Sponsor will pay for signage and placement of corporate signage as follows
  - I. Corporate branding above the scoreboard, which shall not interfere with permanent signage.
  - II. Corporate branding above the entrance to the **Bowl/Stadium**.
  - III. Corporate branding on all media, advertisements and programs.
  - IV. Corporate branding on the Press Box, front and rear.
  - V. Area to be agreed upon for dedication of permanent plaques.
  - VI. Corporate signage and branding must be pre-approved by the District. Said approval will not be unreasonably withheld.
  - VII. Sponsor's costs for corporate signage are in addition to monthly sponsorship payments of \$\_\_\_\_\_.

- b. All permanent plaques and signage are the responsibility of the District.
  - c. "Sponsor name" has approval to include dealer vehicles on site for advertisement of their sponsored event. Vehicles will be placed at the sponsor's expense. Vehicles may not be parked on the track. District is not liable for any damages to these vehicles.
  - d. "Sponsor name" will have access to the Bowl up to four times per school year for private events. "Sponsor name" To choose available dates to be scheduled with District Facility Use division and "Sponsor name" will pay the District current facility use rates.
  - e. District will refer to the **Bowl/Stadium** as "Sponsor name Bowl/Stadium" in any and all reference to the **Bowl/Stadium** in any promotions by organizations using the **Bowl/Stadium**
4. **Term.** The term of this Agreement shall be for a \_\_\_ year period, commencing Month DD, YYYY, with two (2) options to renew.
5. **Alterations.** No alteration, addition or improvement shall be made by Sponsor in or to the **Bowl/Stadium** other than the mutually agreed upon improvements.
6. **Alterations.** No alteration, addition or improvement shall be made by Sponsor in or to the **Bowl/Stadium** other than the mutually agreed upon improvements.
- District. If the Firm holding this contract is sold, this Agreement may be transferred upon sale of that firm.
6. **Destruction of Bowl/Stadium.** If the **Bowl/Stadium** becomes partially or totally destroyed during the term of this Agreement, any party may then terminate this Agreement upon reasonable notice.
7. **Termination of Agreement.**
- a. Upon termination of this Agreement, Sponsor shall have no further rights to use of **Bowl/Stadium**, and shall remove all its personal property, including signage.
  - b. Should any tribunal find this Agreement invalid for any reason, the Agreement shall be considered terminated the later of: the end of the term of this Agreement; or the last day Sponsor's signage is exhibited at the Bowl/Stadium. Neither party shall be liable for damages due to termination of the balance of the Agreement under this paragraph.
  - c. It is mutual!y understood and agreed that either party may terminate this Agreement with a 30 day written notice.
  - d. Payment shall be made on a monthly basis

8. **Indemnity.** The parties to this Agreement agree to hold all other contracting parties, their officers, agents and employees harmless and indemnify and, upon request, defend the other contracting parties, their officers, agents and employees against payment of any and all costs and expenses, claims, suits, damages, losses, including liability for bodily and personal injury to or death of any person and for death or injury or loss to any property which any third party or entity alleges to have arisen out of, or is in any way connected with, any negligence of the indemnifying party, its officers, agents, contractors, volunteers, or employees in performing or failing to perform any action or function provided under this Agreement. The provisions of this paragraph shall survive the termination of this Agreement with respect to any damage, destruction, injury or death occurring prior to such termination.
9. **Lawsuits.** If any party commences a lawsuit against any other party to enforce any provision of this Agreement, the successful party shall be awarded court costs and reasonable attorneys' fees from the unsuccessful party(ies).
10. **Renewal.** Donor will have the right of first refusal for new contract(s) at the end of the term of the current contract.
11. **Notices.** All notices regarding this Agreement shall be in writing and shall be given to the other party as follows:

To the District at:      Assistant Superintendent  
   Administrative Services  
   Visalia Unified School District  
   5000 W. Cypress Avenue  
   Visalia, CA 93277

To Sponsor at:          Business name  
   Contact Name  
   Address  
   City, State

12. **Appropriate Uses.** The parties agree that the terms of this Agreement are subject to District policies regarding appropriate uses of school property. No use or signage shall interfere with school activities. No signage shall be permitted which shall in any way conflict with any law, ordinance, rule or regulation affecting said **Bowl/Stadium**, which are or may hereafter be enacted or promulgated by any public authority, or in any way obstruct or interfere with the rights of the District. Nor shall Sponsor Use, or allow the **Bowl/Stadium** signage to be used, for any improper, immoral, unlawful or objectionable purpose.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. This Agreement may not be modified except by an agreement in writing signed by the party against whom the enforcement of any waiver, change, modification, or discharge is sought. This Agreement shall in all respects bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

WHEREFORE, We, the undersigned do hereby agree to this Agreement.

Date: Month DD, YYYY

Visalia Unified School District

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

Its:

Date: Month DD, YYYY

Sponsor Name

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

Its:

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

Its:

