

# CITY OF BURNSVILLE SPONSORSHIP AGREEMENT

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of Burnsville, a municipal corporation under the laws of the State of Minnesota ("City"), AND \_\_\_\_\_ ("Sponsor").

## WITNESSETH

### 1. Sponsorship Acknowledgement

In consideration of the promises and sponsorship herein, the City hereby provides to sponsor acknowledgement via the following methods:\_\_\_\_\_

\_\_\_\_\_

### 2. Term of Sponsorship

This Sponsorship shall extend for \_\_\_\_\_

(term of event, program or production)

### 3. Goods, Service or Financial Contribution Provided by Sponsor

In return for aforementioned acknowledgement, sponsor shall provide the City or its designee \_\_\_\_\_ and remit with signed agreement.

### 4. Sponsorship Subject to Approval by City.

Extent of sponsor acknowledgement will be determined by the City and is outlined above. Sponsors must meet City approval per **City Council policy No. 1.137. Sponsorship is not accepted related to firearms, political persons or organizations, or sexually oriented products or stores. Sponsorship related to alcohol and tobacco is not permitted for youth or family programming, but may be permitted for adult recreation programs or tournaments.**

### 5. Indemnification.

Sponsor agrees to indemnify the City, its agents, employees and officials for and defend them against all actions, claims, demands, loss or expense of any kind or nature which the City its agents, its employees and officials shall incur or sustain by reason of any claim, demand, investigation, or litigation resulting from

messages displayed on sponsorship devices by or at the request of Sponsor, including but not limited to, claims, demands, or litigation alleging that the messages or activities are defamatory, constitute illegal competition or trade practice, contain infringement of trademarks or trade names, or constitute violation of rights of privacy or infringements of copyrights and proprietary rights, notwithstanding the City's prior inspection of any sponsorship material and the City's failure to object to its display. This provision shall survive any cancellation or termination of this Agreement.

#### **6. Temporary Discontinuance of Sponsorship.**

The City may require Sponsor to discontinue displaying of any sponsor acknowledgement whenever such discontinuance is necessitated in consequence of any legal proceeding, whether seeking damages or equitable relief, or by any order or determination of any court. The Sponsor shall have no claim against the City for damages or otherwise, by reason of such discontinuance.

#### **7. Assignment of Agreement.**

This Agreement shall not be assigned without the written consent of the City, which consent shall not be unreasonably withheld.

#### **8. Waivers.**

Failure of either party to object to any default, or to any other act or omission of the other, which is in violation of the terms of this Agreement, shall not be deemed a waiver of the right to object to any subsequent default, act or omission, whether similar or dissimilar.

## **9. Laws Governing Agreement.**

This Agreement is to be governed by the laws of the State of Minnesota.

### **Sponsor**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

### **City of Burnsville (or designee)**

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

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