

CITY OF SPARKS – PARKS AND RECREATION  
SAINT MARY’S SPONSORSHIP AGREEMENT

This is an agreement between the City of Sparks, Parks and Recreation “Sparks Parks and Recreation” and Saint Mary’s “Sponsor”. The purpose of this agreement is to set forth the terms and conditions of sponsorship of Shadow Mountain Sports Complex (outfield signage).

1. **Sparks Parks & Recreation** agrees to provide **Sponsor** the following:
  - A. Space for twelve (12) outfield panels for placement of mutually agreed upon signage featuring Saint Mary’s branding/messaging as shown in Exhibit A. All signage, including specific messaging, shall be in appearance complimentary to the site.
  - B. Two (2) year agreement to begin on the date the agreement is signed.
  - C. Supply personnel to assist with installation of signage. If signs are damaged due to graffiti, City of Sparks will enlist the help City maintenance staff to remove paint.
  
2. **Sponsor** agrees to provide:
  - A. Payment in the amount of \$7,500.00. Payment shall occur per the mutually agreed upon payment schedule as follows:  
\$3,750.00 by April 30, 2015  
\$3,750.00 by June 30, 2015
  - B. Pay for all signage, necessary labor and materials to position and maintain signage. If for any reason signs are defective or need to be replaced during the duration of the agreement due to wear and tear, **Sponsor** shall replace them as needed. **Sponsor** shall warranty through their signage supplier all signage hardware and labor through the length of the agreement.
  - C. Provide projected personnel needs for installation of signage before it is produced.
  - D. Notify **Sparks Parks & Recreation** if additional signage at the site is desired. Depending on the number of additional signs proposed, **Sponsor** may be required to pay additional monies to **Sparks Parks & Recreation**. All additional signage must be approved by **Sparks Parks & Recreation**.
  
3. **Conditions**
  - A. **Exclusivity:** **Sponsor** shall retain exclusivity to all facility signage.
  - B. **Non-Exclusivity:** **Sparks Parks & Recreation** does, on occasion, make the Shadow Mountain sports complex available to third party event/tournament producers. Event producers, in addition to **Sparks Parks & Recreation**, may sign on sponsors in competing health care category, but not cover **Sponsor** signage during respective events/tournaments.
  - C. This agreement shall not be construed to create a partnership or joint venture between the **Sponsor** and **Sparks Parks & Recreation** beyond the sponsorship of Shadow Mountain Sports Complex (outfield signage).

- D. Sponsor shall maintain limits of at least \$1 million combined single limits per occurrence or amounts normally carried (whichever is greater) for bodily injury, personal injury and property damage. The City of Sparks, its officers, agents, employees and volunteers are to be named as additional insured as respects to liability arising out of any activities performed by or on behalf of Sponsor.
- E. All Parties assume individually, without imposing expense to any of the other Parties, and to the extent permitted by law or regulation, all liability for each of their own respective negligent acts or omissions and indemnify, save and hold all such other Parties harmless, from all claims, demands, losses, liabilities or expenses, arising from our relating to the performance of this Agreement as allowed by law under the provision of NRS Chapter 41.

This instrument embodies the whole agreement of parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

The respective duties, responsibilities, and commitments of the parties in this Agreement shall begin on the date this Agreement is signed by the parties and may be periodically renewed or, revised, upon mutual written agreement of the parties. Upon 60 days written notice this Agreement may be terminated by either party.

THEREFORE, each party has caused this Agreement to be executed by its duly authorized representatives on the date mentioned.

Dated this 23 day of March, 2015.

  
Authorized Signature/date

Sparks Parks & Recreation Director  
Title

  
Sponsor Representative/date

Marketing Director  
Title



# SHADOW MOUNTAIN SPORTS COMPLEX

