

**CITY CLERK
ORIGINAL**

C-10330
08/13/2015



SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("**Agreement**") is made as of August 13, 2015 (the "**Effective Date**"), by and among Scripps Media, Inc. d/b/a KNXV-TV, with offices at 515 North 44th Street, ("**Station**"), and City of Glendale ("**Sponsor**"), with offices at 5850 West Glendale Avenue, Suite B63, Glendale, AZ 85301. As used herein each of Station and the Sponsor shall be referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Station seeks to assist in promoting the brand of Sponsor during the City of Glendale 2015 – 2016 Signature Event Season;

WHEREAS, the Station desires to provide to Sponsor certain sponsorship services on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Appointment.** The Parties agree to work together to conduct the on-air event described herein and as outlined in the attached Exhibit A ("**Event**").
2. **Services.** The Parties agree to perform various services necessary to effectively and lawfully conduct the Event, as described more fully in Exhibit B ("**Services**").
3. **Sponsor Obligations.** Sponsor agrees to: (a) An advertising commitment of \$60,000 Net plus 0.5% sales tax for a total not to exceed \$60,300 (b) maintain documentation required by law for audit or other purposes; and (c) perform all other actions required by law for proper execution of event. Sponsor shall assume responsibility for its advertising and other promotional service obligations as identified in Exhibit B. Sponsor acknowledges that it is solely responsible for any damages, costs, judgments, penalties and expenses of any kind (including reasonable attorney's fees) which arise in relation to Sponsor's obligations under this Agreement. Sponsor shall perform the Services in a manner reasonably believed to be in the best interests of Station and with such care as a reasonably prudent Sponsor providing similar services would use under similar circumstances.
4. **Station Obligations.** Station agrees to: provide advertising and other promotional services as identified in Exhibit B. Station acknowledges that it is solely responsible for any damages, costs, judgments, penalties and expenses of any kind (including reasonable attorney's fees) which arise in relation to Station's obligations under this Agreement. Station shall perform the Services in a manner reasonably believed to be in the best interests of Sponsor and with such care as a reasonably prudent Station providing similar services would use under similar circumstances.
5. **Payment.** Payment shall be made in the manner outlined in Exhibit C.
6. **Term and Termination.**
 - a. The term of this Agreement ("**Term**") shall begin on the date hereof and remain in full force and effect until the obligations of both parties are satisfied. Notwithstanding the satisfaction of the parties, this Agreement shall terminate on April 1, 2016.

b. This Agreement is non-cancellable. However the Agreement may be terminated immediately in the event of a material breach by the other party, provided that the non-breaching party has given the breaching party not less than five days written notice of such breach and the breaching party fails to cure the asserted breach within such five-day period.

c. Sections 7, 8, 10 and 15 herein shall survive termination of this Agreement.

7. **Compliance with Laws.** Sponsor shall ensure that the event and all advertising and promotional materials created by Sponsor comply with all applicable federal, state and local laws. Station shall ensure that all advertising and promotional materials created by Station comply with all applicable federal, state and local laws. The parties shall comply with all regulations of the Federal Communications Commission, including but not limited to Sections 317 and 507 of the Federal Communications Act

8. **Indemnification.**

a. Station and Sponsor shall each indemnify, defend and hold harmless the other party, its parent, affiliate, subsidiaries, directors, officers, shareholders, employees, agents and attorneys from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorney's fees) arising out of any third party claim related to the performance of the obligations contained in this agreement.

b. In any case in which indemnification is sought hereunder, the party seeking indemnification shall:

i. shall promptly notify the other of any claim or litigation to which the indemnification relates; and

ii. afford the other the opportunity to participate in and, at the other party's option, fully control any compromise, settlement, litigation or other resolution or disposition of such claim or litigation.

c. This Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect.

9. **License.** Each Party ("Licensor") hereby grants to the other Party ("Licensee") a limited non-exclusive license to use Licensor's trademarks and the corresponding logos as instructed during the Term in connection with the Services, subject to the following conditions. The Licensee recognizes the exclusive rights of Licensor in the Licensed Marks and will not contest, directly or indirectly, or in any way impair such exclusive ownership of the Licensed Mark or aid or encourage others to do so, both during the Term and afterwards. The Licensee further recognizes that all use of the Licensed Marks by the Licensee will at all times inure to the benefit of Licensor, and that the Licensee acquires no right title or interest in or to the Licensed Marks except the aforementioned limited non-exclusive license. Upon termination of this Agreement, the Licensee shall promptly deliver to Licensor or destroy all material bearing the Licensed Marks.

10. **Confidential Information.**

a. **Confidentiality.** Subject to Arizona Revised Statute 39-121 *et. seq.*, any and all confidential information identified in writing as such by either party and provided to the other party under this Agreement ("Confidential Information") is confidential and proprietary to the disclosing party, and shall remain the property of the disclosing party. The receiving party agrees that it will not permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employees, agents or representatives who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized in writing in advance by the disclosing party. Confidential Information may include a party's past, present and future research, development and business activities; plans, methods, know-how, processes and techniques regarding its goods or services; rates, discounts and pricing strategies; or customers, creditors and suppliers. The receiving party agrees to return upon request of the disclosing party all Confidential Information which is written,

16. **Integration; Amendment.** This Agreement constitutes the entire agreement of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the Party against whom enforcement is sought, whether Sponsor or the Station.
17. **Severability; Construction.** If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision or portion of this Agreement shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect. Each Party hereto and its counsel have reviewed and revised (or requested revisions of) this Agreement and the Parties agree that it shall not be presumed that any ambiguities are to be resolved against the drafting Party in the construction and interpretation of this Agreement or any amendments or exhibits hereto.
18. **Notice.** All notices and other communications relative to this Agreement shall be in writing. Notices shall be delivered: (a) by mail (postage pre-paid), (b) in person, or (c) by facsimile to the appropriate person and address specified from time to time by written notice to the other Party. Notices shall be effective at time of receipt. All notices shall be sent to the address first listed above or as may be agreed to by the Parties in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Sponsorship Agreement to be executed as of the date first above written.

Scripps Media, Inc. d/b/a KNXV-TV

By: Anita Helt

Name: Anita Helt

Title: VP/General Manager

Date: 10-1-15

10-1-15

City of Glendale

By: Richard A. Bowers

Name: Richard A. Bowers

Title: Acting City Manager

Date:

ATTEST:
Diane McClellan
 City Clerk

Approved as to form

[Signature]
 City Attorney

EXHIBIT A

The Event shall contain the following elements:

City of Glendale 2015 – 2016 Signature Event Season:

- Glendale Glitters Spectacular Weekend (November 27-28, 2015)
- Glendale Jingle Bell Rockin' Nights (December 4-5, 2015)
- Glendale Winter Wonderland (December 11-12, 2015)
- Glendale Spirit of Giving Weekend (December 18-19, 2015)
- Glendale Glitter & Glow Block Party (January 9, 2016)
- Glendale Chocolate Affaire (February 5-7, 2016)

EXHIBIT B

The Services shall include the following:

ABC15 to provide:

- A total of 220 spots (combination of: 30 second & :15 second) sign-on/sign-off on KNXV and 700 spots (combination of: 30 second & :15 second) sign-on/sign-off on the ABC15 15.2 Digital Channel November 2015 – February 2016 to promote the six (6) signature events
- 865,000 impressions on abc15.com November 2015 – February 2016
- Six (6) Sonoran Living Live segments to promote signature event - one (1) per event. Segment will air the week prior to event.
- Commercial production of six (6) :30 second and six (6) :15 second spots for the six (6) signature events – one (1) :30 second and one (1) :15 second spot per event. To accomplish this, ABC15 will provide :10 second tag with ABC15 talent and incorporate :20 seconds of Glendale event spot provided by Glendale to create one :30 second spot. This :30 second spot will be edited to the :15 second spot.

ABC15 Coverage Plan:

Glendale Glitters and Spectacular Weekend

Friday, November 27 and Saturday, November 28

- Minimum 10 mentions during various ABC15 newscasts November 23 – 28
- Provide Emcee for November 27 event lighting (5:30p – 6p)
- November 27 live shots at event
 - 1x during ABC15 News at 5pm
 - 2x during ABC15 News at 6pm

Jingle Bell Rockin Nights

Friday, December 4 and Saturday, December 5

- Minimum five mentions during various ABC15 newscasts November 30 – December 5

Winter Wonderland Weekend

Friday, December 11 and Saturday, December 12

- Minimum five mentions during various ABC15 newscasts December 7 – 12
- December 11 in-studio interview during ABC15 News at 11am
 - *Guest information to ABC15 due no later than Monday, December 7*

Spirit of Giving Weekend

Friday, December 18 and Saturday, December 19

- Minimum five mentions during various ABC15 newscasts December 14 – 19

Glendale Glitter & Glow Block Party

Saturday, January 9

- Minimum 10 mentions during various ABC15 newscasts January 4 – 9
- January 8 in-studio interview during ABC15 News at 11am
 - *Guest information due to ABC15 no later than Monday, January 4*

Glendale Chocolate Affaire

Friday, February 5, Saturday, February 6 and Sunday, February 7

- Minimum 10 mentions during various ABC15 newscasts February 1 – 8
- Provide Emcee (Date to be determined by ABC15 and City of Glendale)
- February 6 live shots at event
 - 1x during ABC15 News at 5pm
 - 2x during ABC15 News at 6pm

****Disclaimer** – Talent and News coverage listed above is a plan, and is at the sole discretion of the ABC15 News Department. All is subject to change pending breaking news. ABC15 to maintain complete editorial of coverage. No monetary value placed on news coverage.

EXHIBIT B (CONTINUED)

City of Glendale to provide:

- Advertising commitment of \$60,000 net (plus 0.5% tax) for a total not to exceed \$60,300 between November 2015 and February 2016
- Provide six (6) :30 second commercial with script attached – one (1) per each signature event
- ABC15 logo identification on main stage, event signage, water bill newsletter, print, video screen, and web page for each of the six (6) signature events. City of Glendale will provide ABC15 the opportunity to review and approve prior to print
- Identification of ABC15 as a sponsor in press release on each of the six (6) signature events
- Six (6) VIP parking passes for each of the six (6) signature events
- Event footage for each of the six (6) signature events for use in commercials
- City of Glendale point person for coordinating logistics and coverage of signature events

EXHIBIT C

The Payment terms shall be as follows:

Advertising commitment of \$60,000 net (plus 0.5% tax) for a total not to exceed \$60,300 between November 2015 and February 2016. Due net 30 days each month of event advertising.