



SPONSORSHIP AGREEMENT

This Sponsorship Agreement (Agreement) is made this ____ day of _____, 2016, by and between the City of North Port (City) and _____ (Sponsor) for the _____ (event name) on _____ event date(s). The Sponsor has agreed to contribute to the City at the level and contribution specified in the Sponsorship Opportunities.

In consideration of the Sponsor's contribution, the City agrees to provide the Sponsor with the benefits that correspond with the level and contribution as specified. The City may adjust such benefits, substitute benefits or provide other benefits upon mutual agreement of the City and Sponsor.

The Sponsor agrees with the provisions of the sponsorship benefits and the following terms and conditions:

In an effort to utilize and maximize the community's resources, it is the intent of the City of North Port to solicit sponsors and advertisers who provide services and/or products to residents of the community and whose product, message or service is consistent with the mission and values of the City. The City welcomes sponsorship and advertising opportunities that enhance our ability to deliver an additional source of financial, in-kind and technical assistance for programs, events, projects and sites from both non-profit and for-profit entities and individuals.

The City maintains its sponsorship program as a non-public forum and exercises sole discretion over who is eligible to become a sponsor according to the terms of this policy.

PAYMENT

The Sponsor's contribution shall be paid by check or credit card within 7 business days of the execution of this Agreement. If payment is not made within 7 days, the Agreement is subject to cancellation.

LIMITATION OF SPONSORSHIP

Unless otherwise provided, the cash or services and the sponsor benefits described in this Agreement are related solely to the event being sponsored (as indicated in the Sponsorship Opportunities) and its corresponding dates and time frames, and does not extend to other events or promotional activities.

PERMISSIBLE SPONSORS AND MESSAGE CONTENT

Sponsorships on City property are maintained as a non-public forum. The City intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages. The City may make distinctions on the appropriateness of sponsors on the basis of subject matter of a potential sponsorship recognition message and reserves the right to revise, reject or omit content. The City will not deny sponsorship opportunities on the basis of the potential sponsor's viewpoint. Sponsorship from an organization that is engaged in any of the following activities, that has a mission supporting any of the following subject matters, or that, in the sole discretion and judgment of the authorized representative of the City, is deemed to be unsuitable for and contrary to community standards of appropriateness for government publications, shall be prohibited on any City property:

- Commentary, advocacy, or promotion of issues, candidates, and campaigns pertaining to political elections
- Depiction in any form of profanity or obscenity, or promotion of sexually oriented products, activities, or materials
- Promotion of bigotry, prejudice and/or hate
- Promotion of the sale or use of firearms, explosives, or other weapons, or glorification of violent acts
- Promotion or depiction of illegal products, or glorification of illegal products, activities, or materials

The City recognizes that entering into a Sponsorship Agreement with an external entity does not constitute an endorsement of the entity or its services and products but does imply an affiliation. Such affiliation can affect the reputation of the City among its citizens and its ability to govern effectively. Therefore, any proposal for sponsorship of City programs, events or services in which the involvement of an outside entity compromises the public's perception of the City's neutrality or its ability to act in the public interest will be rejected.

PERMISSIBLE RECOGNITION MESSAGES

The City will not make any statements that directly or indirectly advocate or endorse a sponsor's organization, products, or services. Materials or communications, including, but not limited to, print, video, internet, broadcast, or display items developed to promote or communicate the sponsorship using the City's name, marks, or logo, must have written approval from the applicable Department Director or his/her designee.

The City will neither seek nor accept sponsors that manufacture products or take positions inconsistent with local, state, or federal law or with City policies, positions, or resolutions. The establishment of a Sponsorship Agreement does not constitute an endorsement by the City of the sponsor's organization, products, or services.

CONFLICTS

Sponsor, and their employees, agents, contractors and representatives, shall not do, or omit to do, anything which may: (a) bring the Event or the City into disrepute; (b) disparage the Event or the City; (c) damage goodwill associated with the Event; or (d) be otherwise prejudicial to the image and/or reputation of the Event or City. If for any reason, the City is unable to deliver any of the Sponsor benefits outlined in the Sponsorship Opportunities, the City will inform the Sponsor as soon as reasonably practicable. The City may substitute alternative benefits of an equivalent value. In the event of any dispute arising out of this Agreement, the City and Sponsor shall use good faith to resolve their disputes amicably. In the event they are unsuccessful, the City and Sponsor agree not to commence litigation until attempting to resolve their dispute through mediation.

LICENSE & USAGE

Sponsor hereby grants the City:

- a) A limited, non-exclusive license to use the Sponsor's name and logo for purposes of communicating the Sponsor's contribution toward the sponsored events. The City may use the Sponsor's name or logo in marketing efforts online, in print, on promotional items, and in advertising and signage, in accordance with the sponsorship benefits.
- b) Advance approval of promotional items to be distributed at sponsored event.
- c) Permission to use Sponsor's representatives, signage and ads in photos or videos for the City's promotions on sponsorships.

FORCE MAJEURE

No party shall be responsible for events beyond its reasonable control, such as acts of God, weather delays, restrictions, security alerts or unforeseen commercial delays. If it becomes necessary to postpone the event due to inclement weather or other conditions beyond the City's control, it may be rescheduled for another time. The Sponsor shall then be entitled to, and the City agrees to give Sponsor, all of the advertising and sponsorship rights set forth herein at no additional charge to Sponsor.

TERMINATION

The City reserves the right to terminate any sponsorship should unfavorable conditions arise during the term of the Sponsorship Agreement. Decisions to terminate a sponsorship shall be made by the Department Director or his/her designee.