CITY CLERK
ORIGINAL

C-7838
11/21/2011

GLENDALE

November **This Event Sponsorship Agreement** ("Agreement") is entered into this 21st day of ~~October~~, 2011, by and between the City of Glendale, an Arizona municipal corporation ("CITY") and Phoenix Newspapers Incorporated, an Arizona corporation, DBA the Arizona Republic, ("SPONSOR").

NOW THEREFORE, in consideration of the terms and conditions set out herein the parties agree as follows:

I. PURPOSE

SPONSOR and CITY agree that the purpose of this Agreement is to provide media support and a marketing and circulation relationship for the SPONSOR during the 2011-2012 Glendale Signature Event season ("Events") which runs from November 25, 2011 through April 15, 2012. Events included in this promotional relationship consist of GLENDALE GLITTERS SPECTACULAR – 11/25 and 11/26/2011; GLENDALE'S DECEMBER HOLIDAY LIGHTING WEEKENDS – 12/2 and 12/3/2011; 12/9 and 12/10/2011; 12/16 and 12/17/2011; GLENDALE GLITTER & GLOW BLOCK PARTY – 1/14/2012; GLENDALE CHOCOLATE AFFAIRE – 2/3/2012 thru 2/5/2012; the GLENDALE JAZZ & BLUES FESTIVAL – 4/14/2012 and 4/15/2012. These Events and dates constitute the entirety of the 2011-2012 Glendale Festival "season" and represent the season commitment from the SPONSOR for metropolitan daily newspaper purposes at these events.

II. SPONSOR DUTIES

SPONSOR agrees to provide CITY with three hundred eighty-seven (387) column inches (equivalent of 3 full-page ads) of black-and-white promotional in-kind advertising space over the term of this agreement at no cost to the CITY. The parties acknowledge that this advertising space is a substantial value. The advertising space can be used by the City in any size increments and in any section of SPONSOR'S newspapers including Valley, Life, Weekender or Glendale Republic Sections. Hispanic newspapers are excluded. SPONSOR's only duty under this agreement is to provide CITY in-kind promotional advertising space. SPONSOR has no control over any of the 2011-2012 season of Glendale Signature Event activities listed herein.

III. CITY DUTIES

A. Maximum Benefit. CITY will provide sponsorship acknowledgments, benefits, and recognition as described herein and will work with SPONSOR to assure maximum benefit of sponsorship is achieved at Events.

B. SPONSOR Logo and/or Name Recognition. CITY will include the SPONSOR'S logo and/or name in Event promotional media, including the press and public relations campaigns as follows:

1) Authorize SPONSOR'S logo to be included in internet via the www.glendaleaz.com/events Events & Festivals web page. SPONSOR understands that internet activity surpasses 90,000 unique visitors per month.

2) Authorize SPONSOR'S logo to be included in print advertisement for Events newspaper coverage which includes The Arizona Republic, The Glendale Star and The Peoria Times.

3) Authorize SPONSOR'S logo to be included in Events programs distributed on-site. CITY distributes 10,000 official programs each for Glendale Glitters Spectacular, Glendale Glitter & Glow Block Party, Glendale Chocolate Affaire and Glendale Jazz & Blues Festival (40,000 total).

4) Authorize SPONSOR'S logo to be included on a minimum of 1,000 Events promotional posters each created for Glendale Glitters Spectacular, Glendale Chocolate Affaire and the Glendale Jazz & Blues Festival.

5) Authorize SPONSOR'S logo to be included in all paid television broadcast advertising promoting the aforementioned Events on ABC15.

6) Authorize SPONSOR'S company name be mentioned in new releases written and distributed by the CITY promoting the Events. CITY news releases are sent to virtually all media outlets in central Arizona.

C. On-Site Recognition. The CITY will provide on-site SPONSOR recognition by:

1) Authorize SPONSOR'S logo to be displayed on four on-site sponsor tower "thank you" signs and the display of on-site promotional signs and banners. Signs and banners are at the cost of SPONSOR. Location of additional signs and banners is subject to CITY approval.

2) Authorizing SPONSOR a prominent 10' x 10' event booth at no cost to SPONSOR, including tent, table, chairs, light and power in a high-traffic location for the purpose of SPONSOR'S promotion of its newspaper branding and sale of subscriptions.

3) Authorizing the display of SPONSOR'S promotional banners and signage as event space and opportunities permit. Such space and opportunities will be determined by CITY.

4) Ensuring main stage announcements acknowledging SPONSOR each day of major sponsored events i.e. Glendale Glitters Spectacular, Glendale Glitter & Glow Block Party, Glendale Chocolate Affaire & Glendale Jazz & Blues Festival.

IV. GENERAL TERMS

A. No Partnership Created. Nothing in this Agreement shall be construed to place the parties in the relationship of partners or joint ventures or agents, and SPONSOR shall have no power to obligate or bind CITY in any manner whatsoever.

B. Use of Parties' Names. Except as otherwise provided herein, neither party may use the other party's name and other indicia without prior express written approval of the other party which may require the payment of a royalty rights fee. Each party agrees that it shall neither state nor imply, either directly or indirectly, other than pursuant to exercise of this Agreement, that it is supported, endorsed or sponsored by the other party and, upon the direction of the other party, shall issue express disclaimers to that effect.

C. Sales. Nothing in this Agreement grants any right to the SPONSOR to engage in sales, to solicit sales, to display its products or services or the products or services of others at the event or activity unless specifically provided by this Agreement.

D. Severability. If any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable from the remainder of the Agreement shall be deemed and remain fully valid and enforceable.

E. Assignment. This Agreement and any rights herein contained granted are personal to the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement shall not be assignable by either party without the prior written consent of the other party and shall not be assigned, sublicensed or encumbered without the non-assigning party's written consent, which shall not be unreasonably withheld.

F. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties hereto and cancels, terminates and supersedes any prior Agreement or understanding relating to the subject matter hereof between the parties relating to promises, agreements, warranties, covenants or undertakings other than those contained herein.

G. Modification. None of the provisions of this Agreement may be waived or modified except expressly in writing signed by both parties. Electronic signature blocks do not constitute signatures for purposes of this Agreement. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of the term nor be deemed a waiver of any subsequent breach.

H. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona and shall not be binding on CITY until signed on its behalf by an authorized representative of the same.

I. Force Majeure. Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war,

strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond the reasonable control of the party.

J. Waiver of Jury Trial. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury, and covenants and agrees that it will not request a trial by jury, with respect to any legal proceeding arising out of or relating to this Agreement.

K. Termination. This Agreement may be terminated by either party by providing notice to the other no less than 30 days written notice prior to the start date of the Event.

L. Immigration Laws. SPONSOR warrants, to the extent applicable under A.R.S. § 41-4401, that it has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects SPONSOR to penalties, including termination of this Agreement; and finally, understands that CITY has the right to inspect the papers of the SPONSOR or any of its employees participating in this Agreement to ensure compliance with this paragraph.

M. Prohibitions. SPONSOR certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement, will not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

V. NOTICES

Any notice or communication required or permitted under this Agreement will be effective only if it is in writing, and delivered in person, by private express overnight delivery service (delivery charges prepaid) or by certified or registered mail (return receipt requested). A Notice is considered delivered to the person to whom it is addressed as of the date of receipt. Notices will be sent as follows:

CITY: Office of Special Events
City of Glendale
Attn: Martin Dickey
5850 West Glendale Avenue
Glendale, AZ 85301

with a copy to:
City of Glendale
City Attorney
5850 W. Glendale Avenue
Glendale, Arizona 85301

SPONSOR: Phoenix Newspapers, Inc.
200 E. Van Buren St.
Phoenix, AZ 85004
Attn: Craig Hudson

Statutory Agent:
CT Corporation System
2394 E. Camelback Rd.
Phoenix, AZ 85016

CITY OF GLENDALE
Event Sponsorship Agreement

VI. TERM

This Agreement is effective upon the date of the last signature affixed below and expires on April 30, 2012.

AGREED AND ACCEPTED ON BEHALF OF SPONSOR:

By: Brooke Christofferson

Title: VP-Marketing

Signature: Brooke Christofferson

Date: 10/9/11

AGREED AND ACCEPTED ON BEHALF OF CITY:

By: Martin Dickey

Title: Special Event Mgr.

Signature: Martin Dickey

Date: 11/4/11

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk