



HISTORIC
FRANKLIN
TENNESSEE

ITEM #28
BOMA
07/10/2012

MEMORANDUM

May 25, 2012

TO: Board of Mayor and Alderman

FROM: Eric S. Stuckey, City Administrator *ES*
Vernon J. Gerth, ACA-Community & Economic Development
Lisa R. Clayton, Parks Director
Kristen Corn, Staff Attorney
Anna Shuford, Parks & Recreation Superintendent

SUBJECT: Sponsorship Agreement with Nutro Company

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider a multi-year sponsorship agreement with Nutro Company to act as the official sponsor for the City's two dog parks.

Background

The Parks Department developed an informal (via email only) request for proposals for dog park sponsorships and donation opportunities on August 4, 2011. The proposals were due August 25, 2011 on or before 5:00pm CST. Nutro Company was the only company in the local area that responded. The Parks Department then worked with the Law Department to develop a formal sponsorship agreement (attached).

Financial Impact

Nutro Company shall make an annual donation of \$5,000 per year per dog park to the City of Franklin Parks Department to be used for general enhancement and maintenance of the two existing city operated dog parks (K-9 Korral – Harlinsdale Farm & Freedom Run – Liberty Park). The agreement shall end on May 1, 2015.

Recommendation

Approval of the proposed dog park sponsorship agreement with Nutro Company is recommended.

SPONSORSHIP AGREEMENT

COF Contract #2011-0188

This Sponsorship Agreement ("Agreement") is entered into on the ___ day of _____, 20___, ("Effective Date") and is entered into by and between **The Nutro Company**, a subsidiary of Mars, Incorporated, a Delaware corporation having a place of business at **1550 West McEwen Drive 1st Floor, Franklin, TN 37067**, (the "Sponsor") and the **City of Franklin**, having a place of business at **705 Boyd Mill Avenue, Franklin, TN 37064** (the "Park Operator").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration, the parties hereby agree as follows:

- 1) **Sponsorship.** The Sponsor will participate as an official sponsor as described in Schedule A hereto for the K-9 Korral at The Park at Harlinsdale Farm and Freedom Run at Liberty Park (the "Parks"). Such sponsorship shall be exclusive pet product sponsor to the extent described in Schedule A hereto. The Sponsor shall have the right to indicate the Sponsor's status as an official sponsor of the Parks in any promotional, advertising, or other materials.
- 2) **Sponsorship Fee.** In consideration of its sponsorship of the Parks and any promotional benefits described herein, the Sponsor will pay the Park Operator a sponsorship fee as specified in Schedule A hereto.
- 3) **Sponsor Identification.** As outlined on Schedule A hereto, the Park Operator will prominently identify the Sponsor as official sponsor of the Parks by referencing the Parks as "K9 Korral sponsored by The Nutro Company" and "Freedom Run sponsored by The Nutro Company" on all promotional and advertising materials related to the Parks. Such materials shall include, but not be limited to, signage, banners, advertisements and other items described on Schedule A hereto. The manner and content of such sponsorship identification shall be subject to the Sponsor's prior approval pursuant to Paragraph 6 hereof.
- 4) **Sponsor Activities.** At its option, the Sponsor may conduct any or all of the activities described in Schedule A in connection with its sponsorship of the Parks.
- 5) **Additional Costs.** Unless otherwise expressly assumed by the Sponsor in this Agreement, as between the parties, all costs incurred with connection with the Parks sponsorship events shall be borne by the Park Operator.
- 6) **Use of the Sponsor's Marks.** The Sponsor hereby grants to the Park Operator a royalty-free, nonexclusive license to use and display the logos, trademarks and trade names associated with the Sponsor described in Schedule A hereto ("Sponsor's Marks"), such use to be limited solely to Sponsor's sponsorship of the Parks, and advertising and promotional activities relating thereto. The Park Operator will not use the Sponsor's Marks in any way that would cause any person reasonably to infer, or would otherwise convey the impression, that the Park Operator is in any way endorsed by or acting on behalf of the Sponsor. The Park Operator will not use the Sponsor's Marks without the Sponsor's express prior written consent to each such use. If the Sponsor determines that the Park Operator's use or display of the Sponsor's Marks is or may be detrimental to the Sponsor's interest, the Sponsor may issue instructions to the Park Operator concerning the matter, if any, in which the Park Operator may continue to use the Sponsor's Marks, and the Park Operator will promptly comply with the instruction or cease such use. The Park Operator acknowledges that the provisions of this Paragraph 6 do not convey to the Park Operator any proprietary or other right, title or ownership interests in the Sponsor's Marks, any mark containing the Sponsor's Marks, or any goodwill associated therewith. The Park Operator's use of the Sponsor's Marks shall inure to the benefit of the Sponsor.

7) Use of Parks Marks. The Park Operator hereby grants to the Sponsor a royalty-free, nonexclusive license to use and display the logos, trademarks and trade names associated with the Parks ("Parks' Marks"), such use to be limited solely to the advertising and promotional activities contemplated herein. The Sponsor will not use the Parks' Marks in any way that would cause any person reasonably to infer, or would otherwise convey the impression, that the Sponsor is in any way endorsed by or acting on behalf of the Park Operator. The Sponsor will not use the Parks' Marks without the Park Operator's express prior written consent to each such use. If the Park Operator determines that the Sponsor's use or display of the Parks' Marks is or may be detrimental to the Park Operator's interest, the Park Operator may issue instructions to the Sponsor concerning the matter, if any, in which the Sponsor may continue to use the Parks' Marks, and the Sponsor will promptly comply with the instruction or cease such use. The Sponsor acknowledges that the provisions of this Paragraph 7 do not convey to the Sponsor any proprietary or other right, title or ownership interests in the Parks' Marks, any mark containing the Park Operator's Marks, or any goodwill associated therewith. The Sponsor's use of the Parks' Marks shall inure to the benefit of the Park Operator.

8) Website.

(a) Park Operator shall endorse Sponsor as its Exclusive Pet Food Sponsor of the Parks on the dog park home page (the "*Home Page*") of the website maintained by Park Operator (the "*Website*"), by including each of the following on the Home Page: (i) a statement that "The Nutro Company is the Exclusive Pet Food Sponsor of the Parks" or other words that convey a similar meaning that may be jointly agreed upon by the Parties from time-to-time (the "*Statement*"); (ii) Sponsor's corporate logo and tagline(s) (collectively, the "*Logo*"), which will necessarily include the format, design, art, images, graphics, color, style, appearance, font, taglines, slogans, words, symbols and other identifying marks and characteristics chosen by Sponsor and approved by Park Operator, which approval shall not be unreasonably withheld); and (iii) one or more links allowing Website users to directly access Sponsor's website home page (the "*Links*"). The Statement, the Logo and the Links may be referred to, collectively, as the "*Website Endorsement*").

- i) The Statement shall be displayed in a manner to be jointly agreed upon by the Parties from time-to-time, taking into account the font type (e.g. Arial), style (e.g. bold faced), size, color, character spacing, and effects (e.g. all caps) utilized on the remainder of the Home Page, as well as the format and other characteristics of the Home Page, so that the Statement is consistent with the remainder thereof and is prominent and easily identifiable.
- ii) Sponsor shall, from time-to-time, provide the Logo to be displayed on the Home Page. The Logo shall be displayed in a manner jointly agreed upon by the Parties but, in any event, shall be located immediately adjacent to the Statement and shall be of such size and prominence as to make it easily identifiable.
- iii) The Parties shall agree from time-to-time as to how the Links appear on the Home Page, which may include setting up the Statement and/or the Logo themselves, and/or separate words (such as "Nutro" or "The Nutro Company") located immediately adjacent to the Statement and Logo, to act as a "one click" direct link to Sponsor's website.
- iv) Notwithstanding anything to the contrary contained in subsections (a), (b) or (c) immediately preceding, if Park Operator includes on the Home Page (i) a statement concerning the sponsorship by any other corporate sponsor, (ii) any such sponsor's Marks, or (iii) a link to the website of any such sponsor, then the Statement, the Logo and the Links shall be given equal or greater character, size and prominence as that given to any such sponsor. Likewise, if Park Operator includes in any other portion of the Website (x) a statement concerning the sponsorship by any of its other corporate sponsors, (y) any such sponsor's Marks, or (z) a link to the website of any such sponsor, then the Park Operator shall, correspondingly, include in such portion of the Website the Statement, the Logo and/or the Links, with equal or greater character, size and prominence as that given to any such sponsor.

- v) Notwithstanding anything to the contrary in the foregoing, the actual appearance, location and placement of the Statement, the Logo and the Links on the Home Page or elsewhere on the Website, including any changes thereto from time-to-time, must be approved by the Sponsor in writing prior to the time that it is published to the internet.
- vi) In the event the Park Operator or its Affiliates maintain one or more websites, other than the Website, the foregoing provisions shall apply to each such other website.

9) **Electronic/Social Media.**

Inclusion of the Sponsor's "ROOM TO RUN" logo on the Parks and Park Operator's electronic mail blasts and social media mentions relative to the Parks (including but not limited to Facebook, Twitter, and others as applicable), to include direct links to the Sponsor's web site.

10) **Press Materials.**

- (a) Upon execution of this Agreement, the Park Operator and the Sponsor shall issue a joint press release announcing the endorsement and sponsorship relationship between the Park Operator and the Sponsor, as set forth herein, and otherwise containing mutually acceptable language. Any terms and conditions of this Agreement, and the Parties relationship hereunder, set forth in such press release or any other press releases that may be issued during the Term, which are jointly approved by the Parties, may be utilized in other press releases, announcements or other publications of a Party.
- (b) The Park Operator shall credit the Sponsor as its exclusive Parks sponsor in all press releases relative to Parks issued by the Park Operator. The Parties shall agree upon the language to be used, which shall be included in the "boilerplate" portion of such press releases where the Park Operator generically describes its organization, its purpose and/or the services it provides. If the Park Operator includes any other corporate sponsor in such portion of its press releases, then the language describing the Sponsor shall be given equal or greater character, size and prominence as that given to any such sponsor.

11) **Park Operator Representations and Warranties.** The Park Operator represents and warrants to the Sponsor:

- (a) The Parks and all promotional and other activities to be conducted by the Park Operator hereunder will be conducted in a safe and responsible manner in accordance with applicable local, state and federal laws and regulations, and in accordance with all third party agreements to which the Park Operator is a party or by which it is bound.
- (b) The Park Operator is insured by reputable and responsible carriers, with coverages at least as extensive as are customary in the circumstances and limits of not less than the amounts required by the Tennessee Governmental Tort Liability Act, against losses, liabilities and damages to persons and property at or in connection with the Dog Park or related activities. Such insurance shall remain in effect throughout the term of this Agreement. The City shall provide for at least thirty (30) days prior notice to the Sponsor before any cancellation or material amendment. The City will furnish to the sponsor a Certificate of Insurance certifying compliance with this paragraph. Sponsor is also insured by reputable and responsible carriers, with coverages at least as extensive as are customary in the circumstances and limits of not less than One Million Dollars (\$1,000,000) per occurrence, against losses, liabilities and damages to persons and property at or in connection with the Parks or related activities. Sponsor will furnish to the Park Operator a Certificate of Insurance certifying compliance with this paragraph. Such insurance shall remain in effect throughout the term of this Agreement, shall name the Park Operator as an additional insured while Sponsor is physically present at Parks. Each party shall provide for at least thirty (30) days prior notice to the other before any cancellation or material amendment.

(c) The Park Operator is the authorized licensor of the Parks' Marks and has the right to grant to the Sponsor the license described in Paragraph 7 hereof.

(d) The execution, delivery and performance of this Agreement by the Park Operator have been duly authorized by all necessary corporate or other action and do not require the consent of any third party except for consents that have been or will be obtained prior to the commencement of the activities contemplated by this Agreement.

12) **Sponsor Representations and Warranties.** The Sponsor represents and warrants to the Park Operator:

(a) To the extent the Sponsor conducts any activities described on Schedule A hereto, such promotional activities of the Sponsor shall be conducted in accordance with applicable local, state and federal laws and regulations, and in accordance with all third party agreements to which the Sponsor is a party or by which it is bound.

(b) The Sponsor is the authorized licensor of the Sponsor's Marks and has the right to grant to the Park Operator the license described in Paragraph 6 hereof.

(c) The Sponsor has obtained or will timely obtain all approvals, consents or releases of third parties needed in order to conduct the activities contemplated by this Agreement and to enable the Sponsor to exercise the rights granted to it under this Agreement.

(d) The execution, delivery and performance of this Agreement by the Sponsor have been duly authorized by all necessary corporate or other action and do not require the consent of any third party except for consents that have been or will be obtained prior to the commencement of the activities contemplated by this Agreement.

13) **Confidentiality and Proprietary rights.** Each Party agrees: (i) to observe complete confidentiality with respect to, and not to disclose, or permit any third party or entity access to, the other Party's Confidential Information (or any portion thereof) without prior written permission of the other Party; (ii) not to utilize the other Party's Confidential Information (or any portion thereof) except as required to perform any obligations under this Agreement; and (iii) to ensure that any of its employees who receive access to the other Party's Confidential Information are advised of the confidential and proprietary nature thereof, are prohibited from copying, utilizing or disclosing such Confidential Information, except as required to perform any obligations under this Agreement, and are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein. Park Operator may be required to disclose documents under state or federal law. Park Operator shall notify Sponsor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Sponsor agrees to indemnify, defend, and hold harmless Park Operator for any claims by third parties relating thereto or arising out of (i) the Park Operator's failure to disclose such documents or information required to be disclosed by law, or (ii) the Park Operator's release of documents as a result of Park Operator's reliance upon Sponsor's representation that materials supplied by Sponsor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the Park Operator impleads Sponsor and Sponsor assumes control over that claim.

14) **Publicity.** Except as may be otherwise expressly required by law (which includes, but is not necessarily limited to Public Records or Open Meetings laws), Park Operator will not publicly announce or otherwise disclose any term or provision of this Agreement without the express prior written consent of Sponsor. Park Operator will not use any name, logo or mark belonging to Sponsor

or its affiliates in any manner whatsoever (including, but not limited to, publicity releases, websites, marketing materials and customer lists) without the prior written consent of Sponsor, except as expressly permitted in this Agreement.

15) Indemnity. Only to the extent permitted by law, each Party will indemnify and hold the other (including, without limitation, its affiliates and their respective officers, directors, employees and agents) harmless from and against any and all claims or actions (whether or not groundless), liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of or in connection with the breach of any representation, warranty or obligation of the indemnifying party under this Agreement. Each party (the "Notifying Party") shall promptly notify the other party (the "Indemnifying Party") of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this Paragraph 10 (a "Third Party Claim") and shall give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with its own counsel provided that the Notifying Party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable time after receipt of notice of a Third Party Claim the Indemnifying Party shall fail to undertake to so defend, the Notifying Party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the Indemnifying Party. Each party shall make available to the other, at the other's expense, such information and assistance as the other shall reasonably request in connection with the defense of a Third Party Claim.

16) Term of Agreement. This Agreement will begin on the Effective Date and will remain in effect for a period of five (5) years thereafter (the "Term"), unless terminated pursuant to Section 17 below.

17) Termination of Agreement. This Agreement may be terminated in its entirety as follows:

- (a) If either Party fails to meet any of its obligations under this Agreement and such failure is not remedied within thirty (30) days after written notice of such failure from the other Party, such other Party may terminate this Agreement upon written notice of termination to the nonperforming Party.
- (b) This Agreement will automatically terminate if either Party: (i) voluntarily institutes insolvency, receivership or bankruptcy proceedings, (ii) is involuntarily made subject to any bankruptcy or insolvency proceeding and such proceeding is not dismissed within sixty (60) days of the filing of such proceeding; (iii) makes an assignment for the benefit of creditors, or (iv) undergoes any dissolution or cessation of business.
- (c) In the event of any publicity concerning the City or its affiliates, which the Sponsor reasonably deems to have (or be likely to have) a negative impact on the Sponsor or its products, brands or business, the Sponsor may terminate this Agreement upon written notice of termination to the City.
- (d) In the event of any publicity concerning the Sponsor or its affiliates, which the City reasonably deems to have (or is likely to have) a negative impact on the City, the City may terminate this Agreement upon written notice of termination to the Sponsor.
- (e) Either Party may terminate this Agreement with or without cause by providing at least ninety (90) days' prior written notice to the other Party. If this Agreement is terminated within the first six (6) months of the Contract Year, Park Operator agrees to return to Sponsor fifty (50) percent of the annual donation.

18) Effect of Termination. The expiration or termination of this Agreement shall not affect any rights or obligations that may have accrued to a Party prior thereto. The representation and warranties contained in Paragraphs 11 and 12 hereof, each shall survive the termination or expiration of this Agreement. Upon the expiration or termination of this Agreement, (a) the Park Operator shall promptly (i) deliver to the Sponsor all items bearing the Sponsor's Marks produced hereunder or (ii) at the

Sponsor's request, destroy such items or obliterate the Sponsor's Marks therefrom and furnish Sponsor with written confirmation of such destruction or obliteration and (b) the Sponsor shall promptly (i) deliver to the Park Operator all items bearing the Parks' Marks produced hereunder or (ii) at the Park Operator's request, destroy such items or obliterate the Parks' Marks therefrom and furnish the Park Operator with written confirmation of such destruction or obliteration.

19) **Renewal.** The Park Operator will offer the Sponsor in writing the opportunity to renew this Agreement as provided on Schedule A hereto, with such changes and additions, if any, as the Park Operator may specify.

20) **Force Majeure, Etc.** in the event that strikes or other labor disputes, riots, war, acts of God, invasion, fire, explosion, floods, delay of carriers, shortage or failure in the supply of materials, acts of government or governmental agencies or instrumentalities, or other contingencies beyond the reasonable control of either party interfere with, or prevent, the fulfillment by such party of its obligations hereunder, such obligations shall be suspended until such time as such contingency or contingencies have terminated. Each party shall promptly notify the other upon becoming aware that any such contingency or contingencies have occurred or are likely to occur and shall use its reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder. If such delay or interference continues for more than five (5) days, the other party may terminate this Agreement by written notice thereof to the nonperforming party.

21) **Invalidity.** If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or any invalid portion thereof, had not been a part hereof, provided, however, that if without such invalid provision the fundamental mutual objectives of the parties cannot be achieved, then either party may terminate this Agreement without penalty by written notice to the other.

22) **Miscellaneous.**

(a) **No Assignment.** Neither Party may assign or transfer (whether by merger, operation of law or otherwise) its interest in this Agreement without obtaining the prior written consent of the other Party, which consent may be withheld in such other Party's sole discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

(b) **Final Agreement.** This Agreement, together with all Exhibits and Schedules hereto (which are incorporated into this Agreement by this reference), constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no other warranties, representations or other agreements between the Parties in connection with the subject matter hereof. This Agreement cannot be varied, modified, amended or altered except by the written agreement of the Parties hereto.

(c) **Choice of Law; Forum and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee.

(d) **Notices.** Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date (i) when personally delivered, (ii) upon delivery if deposited with a nationally recognized commercial courier for next day delivery, to the address for each Party set forth below, (iii) upon delivery if deposited in the United States Mail, Certified Mail, Return Receipt

Requested, with all postage prepaid, to the address for each Party set forth below, or (iv) at the time of transmission if delivered by facsimile transmission on a Business Day during normal business hours for the time zone in which the recipient is located, otherwise it shall be deemed to be delivered on the next succeeding Business Day; *provided, however*, that notice delivered by facsimile transmission shall only be effective if (A) printed confirmation of such transmission is kept by the sending Party, and (B) a copy of such notice is also sent in accordance with items (i), (ii) or (iii) preceding within one (1) Business Day after its delivery by facsimile transmission), addressed (in any case) as follows:

If to Sponsor: The Nutro Company
1550 West McEwen Drive, Suite 100
Franklin, Tennessee 37067
Attn. Bo Segers
 General Counsel, Mars Petcare
Telephone*: 615-628-____
Facsimile: 615-_____
Email*: bo.segers@effem.com
* not for notice purposes

If to Park Operator: City of Franklin, Tennessee
PO Box 305
Franklin, Tennessee 37065
Attn. Lisa Clayton
 Director
Telephone*: 615-794-2103
Facsimile: 615-794-3250
Email*: lisac@franklin.tn.gov
* not for notice purposes

and/or to such other respective address and/or addresses as may be designated by notice given in accordance with the provisions hereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. Notwithstanding the foregoing, a Party may use other means of communication than those set forth above, provided that (x) delivery shall be deemed to occur only upon actual receipt by the appropriate employee of the receiving Party, and (y) the burden of proof of receipt by the receiving Party shall be upon the sending Party.

- (e) Fees and Expenses. Unless otherwise stated herein, each Party shall be responsible for all of the costs and expenses incurred by it in connection with this Agreement.
- (f) Other Miscellaneous. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. Unless the context indicates otherwise, (i) the terms "hereof", "hereunder", "herein" and similar expressions refer to this Agreement as a whole, (ii) the singular shall include the plural and the masculine gender shall include the feminine and the neuter, (iii) all references to Sections and sub-sections shall be deemed references to the Sections and sub-sections of this Agreement, and (iv) the terms "includes" or "including" shall mean and refer to "including, without limitation". All currency amounts referenced in this Agreement shall be to United States dollars. The section headings contained in this Agreement are for

convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof. Nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person or entity not a party hereto any rights or remedies under or by reason of this Agreement.

- (g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Agreement may be transmitted between the Parties via facsimile or by e-mail, and signature pages transmitted by facsimile or by e-mail shall be deemed originals.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

City of Franklin, Tennessee

By _____

Dr. Ken Moore
Mayor

ATTEST:

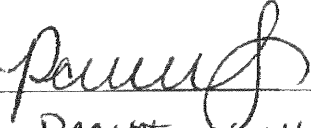
By _____

Eric S. Stuckey
City Administrator

APPROVED AS TO FORM:

Kristen L. Corn, Staff Attorney

The Nutro Company

By 

Name RACHEL CONLEY

Title SERVICES BUYER

**SCHEDULE A
TO SPONSORSHIP AGREEMENT**

1) **Event**

Name: K-9 Korral Dog Park and Freedom Run Dog Park
Location: At The Park at Harlinsdale Farm and Liberty Park, respectively.
Franklin, Tennessee
Description: City Dog Parks

2) **Exclusivity of Sponsorship**

- (a) Sponsor will be the only major pet product sponsor of the above named dog parks for the Term of this Agreement. Sponsor will be granted first right of refusal for any sponsorship/participation in Parks-related events.

- (b) Park Operator may accept a monetary donation from another pet food company so long as Park Operator does not sanction, approve, display Marks, or otherwise endorse such pet food company or its pet food products, or otherwise indicate that such company or such products sponsor Park Operator or its affiliates in any way.

3) **Fee.**

During the Term, the Sponsor shall make annual donations to the Park Operator ("***Annual Donations***") for each Contract Year during the Term, in the amount of five thousand dollars (\$5,000.00) for each Dog Park specified in Paragraph 1 above to be used for general enhancement and maintenance of the Parks, as presented in Schedule B.

4) **Fee Payment Timing.**

The Sponsor will make the initial Annual Donations within ten (10) days following the execution hereof, for the Contract Year beginning _____. Thereafter, the Sponsor will make Annual Donations on or before May 1 of each Contract Year during the Term, with the final Annual Donations to be made on or before May 1, 2015 for the ensuing Contract Year.

5) **Promotional Benefits.**

- (a) **Pet Food and Treats.** Exclusive pet food and treats distribution rights at the Dog Parks

- (b) **Activities.** Throughout the Term of this Agreement, the Sponsor shall have the ability to perform the activities and promotional events at the Parks, including but without limitation:
 - i) Distribution of coupons, samples, and/or giveaways to Parks patrons
 - ii) Creation and convene "Meet Up" events at the Parks
 - iii) Organization and assembly of October MVP activities for Sponsor's Associates at the Parks
 - iv) Option to conduct Sponsor's "ROOM TO RUN" dog park enhancement project at the Parks

6) **Coordination with Parks Department.** Notwithstanding the foregoing, promotional events conducted by Sponsor at the Dog Park will be limited to four (4) per year, per park, and all activities conducted by Sponsor at the Dog Park must be coordinated with the City's Parks Department at least thirty (30) days in advance. Dates and times for such activities are subject to the approval of the Park Operator through its Parks Superintendent, which approval may not be reasonably withheld. No permanent structures or fixtures may be placed at the Parks by Sponsor without the approval of the

Park Operator through its Parks Superintendent, except for signage as allowed under the following section. Activities conducted by Sponsor at the Parks may not preclude use of the Dog Park by the general public or interfere with other activities taking place at the Parks.

7) **Signage.**

Signage to include the Sponsor's "ROOM TO RUN" logo to be placed at the Parks entrance. Size and placement location of signage to be mutually agreed upon by the Sponsor and Park Operator.

Contract Year shall mean the one year period running from _____ of a calendar year through ____ of the following calendar year.

SCHEDULE B
TO SPONSORSHIP AGREEMENT

General enhancement and maintenance of the parks may include, but is not necessarily limited to:

Fence repair/improvements

Turf/grass repair and/or improvement

Purchase of dog waste bags

Gate improvements

Plumbing/water fountain repairs and installation

Entry improvements

Signage

Amenities that add to the overall aesthetic and comfort:

Sun Shade Sails

Trash Cans

Benches

Tables

