

SPONSORSHIP AGREEMENT
BETWEEN Keep Truckee Meadows Beautiful AND THE CITY OF RENO

THIS SPONSORSHIP AGREEMENT (the “Agreement”) is entered into this 12th day of February, 2020 (“Effective Date”), by and between Keep Truckee Meadows Beautiful (hereafter “Organizer”), the organizer or producer of the Truckee Meadows Earth Day special event, (hereafter the “Event” or “Special Event”), and the City of Reno (“City”), a Nevada municipal corporation (collectively the “Parties”).

RECITALS

This Agreement is entered into based upon the following:

A. WHEREAS, Organizer is the organizer or producer of a Special Event known as Truckee Meadows Earth Day occurring April 26, 2020 in Reno, Nevada whose purpose is to host a sustainable Earth Day event in Reno.

B. WHEREAS, the Organizer promotes and advertises the Event for, among other things, the purpose of raising funds to pay for the costs associated with the Event;

C. WHEREAS, the City desires to be involved with the Event as a sponsor, and have the Organizer promote the City in connection with and during the Event;

D. WHEREAS, the Organizer and the City intend by this Agreement to fully and completely set forth their conditions, agreement and understanding regarding the City’s sponsorship and involvement with the Event, and the respective duties, obligations and rights of the parties.

E. NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the Agreement by this reference, the parties mutually agree as follows:

1. Definitions.
 - a. *Special Event Permit, Event Permit or Permit* means the permit issued by the City giving the Organizer official permission to promote and conduct the Event within the City of Reno.
 - b. *City Representative* means the City Manager’s Special Events designee, or such other City staff person as designated by the City Manager or the City Manager’s Special Events designee.
2. Sponsorship Fees.

- a. The City agrees to sponsor the Event for the Event date set forth above through the provision of in-kind City of Reno services, the total value of which shall not exceed \$6,000 in City services costs. The in-kind services shall include staff time, equipment and materials from the Reno Police Department and Public Works department. The sponsorship shall not include any permit application fees, park rental fees, business license fees, alcohol license fees, Building Department fees or Fire Department inspection/permit fees.
- b. Organizer agrees to reimburse the City for any services, staff time, materials and/or equipment rendered in support of the Event that exceeds \$6,000 in total value. If the Organizer does not operate the event within the requirements and conditions of the City of Reno Special Event Permit, Organizer shall pay 100% of the cost of any City services required to support and/or remedy the activities conducted in violation of the permit.

3. Funding Out. Notwithstanding any other provision of this Agreement, in the event that the City has failed to appropriate or budget funds for the purposes specified in this Agreement, or that the City has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this Agreement, the City's obligation to fund any unpaid amounts shall be modified or eliminated in accordance with the City's appropriations or budget decision and the Agreement shall be deemed so modified or terminated without penalty, charge or sanction.

4. Record Inspection and Retention. The City or its representative shall have the right to inspect and copy the records of Event upon reasonable notice. In addition, if an audit has been performed or is commenced during the term of this Agreement which pertains to the Event, a copy of such audit shall be provided to the City Representative. Organizer is required to provide any audit conducted within two years of the Event which covers the Event. Unless the audit is a public audit, Organizer may direct that the audit contains trade secrets and shall remain confidential to the extent permitted by the law. Organizer agrees to keep its Event related books in accordance with an approved bookkeeping system, to retain its books and records, including all records relating to the Event, for a period of three (3) years following the execution of this Agreement, and to make such books and records available for inspection by City Staff, or other designated representative of the City, at any time from the effective date of this Agreement until expiration of the required retention period. Organizer understands that the Nevada Public Records Request Act contained in NRS Chapter 239 may be applicable.

5. Promotional Consideration. Organizer shall provide to the City during and in connection with the Event and during the terms of this Agreement, the following considerations,

services and promotion. The City of Reno shall be considered a Sponsor of the Event. Organizer shall provide to the City during and in connection with the Event during the terms of this Agreement, the following considerations, services and promotion:

- a. Limited use of the Event logo upon written and authorized permission of the Organizer.
- b. City of Reno logo included on Event materials printed and displayed after this Agreement is signed.
- c. City of Reno logo and link to www.reno.gov on the Event website.

Additionally, the City and Organizer agree to the provisions of section 6 contained here within titled "The City's Logo".

6. Term. This Agreement shall become effective immediately and shall remain in full force and effect for the Event year.

7. The City's Logo. Within a reasonable time following the execution of this Agreement, but not later than fifteen (15) business days following the execution of this Agreement, the City will provide to Organizer the design for the City's logo to be used by Organizer in its promotional and advertising materials for and in connection with the Event. Promotional and advertising materials using the City's logo shall be subject to the City Representative's prior written approval. Approval shall be provided by the City for a maximum of forty-eight (48) business hours following receipt of draft advertising by Organizer with a request for approval. The granting of approval to use the City's logo shall be deemed a non-exclusive privilege for license only. Organizer shall have no property interest or other rights in the City's logo, and shall use such logo only in connection with advertising or promotion of the Event. Upon termination of this Agreement, Organizer shall have no further right to use the City's logo. Any use of the City's logo in a manner inconsistent with the provisions of this paragraph shall give the City the right to disallow further use of its logo and shall constitute cause for termination of this Agreement.

8. Insurance. It shall be a condition of the issuance and continued validity of any Special Event Permit granted pursuant to this Agreement that the Organizer first obtain, pay for and maintain a policy of general liability insurance or the equivalent, approved as to form by the City's Representative and the City's Risk Manager, which shall insure the City, including its officers and employees, against any liability, or claims of liability, brought or made by or on behalf of any person for personal injury (including death) or property damage caused by or arising out of any negligent act or omission of either the Organizer, or its agents, employees, volunteers or Event participants occurring during the period and as a result of the activities for which such Special Event Permit was issued. The amount of coverage to be provided by such policy shall not be less than \$1,000,000.00 combined single limit. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate

limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this Event or location. Organizer may satisfy the requirements imposed by this Section through the presentation of a certificate of insurance, of at least the required amount of coverage, which indicates that the City of Reno is an additional insured. Such certification shall additionally provide that the acquired insurance will not be modified, changed or terminated without written notice delivered to the City Risk Manager at least 30 days in advance.

9. Indemnity by City. Subject to the limitations of applicable law, and without waiving its statutory and common law protections including those in NRS Chapter 41, City shall indemnify, protect, defend and hold harmless Organizer and its shareholders, officers, directors, and employees, from and against any and all liability, costs and expenses (including defense costs and legal fees), and claims, losses, liabilities, suits, or actions of any kind (collectively “Claims and Expenses”), for damages for personal injury (including death) or property damage, arising out of, relating to or as a result of any negligent acts or omissions of City or its officers, directors or employees in carrying out City’s obligations hereunder, except to the extent such Claims and Expenses are proximately caused by the negligence or willful misconduct of the parties indemnified or their agents, employees, independent contractors, vendors, or event participants who are directly responsible to such indemnified parties.

10. Indemnity by Organizer. Subject to the limitations of applicable law, Organizer shall indemnify, protect, defend and hold harmless City and its governing boards, officers, employees, authorized agents, contractors and subcontractors, and their respective successors and assigns from and against any and all liability, costs and expenses (including defense costs, legal fees, and experts’ fees), and claims, losses, liabilities, suits, or actions of any kind (collectively “Claims and Expenses”) for damages for personal injury (including death) or property damage, arising out of, relating to or as a result of any negligent or intentional acts or omissions of Organizer or its officers, directors, employees, authorized agents, vendors, contractors, subcontractors, or volunteers, except to the extent such Claims and Expenses are proximately caused by the negligence or willful misconduct of the City or its officers or employees.

11. Relationship of Parties. The parties acknowledge and agree that this Agreement does not constitute or create a franchise, partnership, joint venture, or other business relationship between Organizer and the City. The City is independent of Organizer and the City is not, and shall not, represent itself to be an agent or representative of Organizer. Further, Organizer is not, and shall not represent itself to be an agent of the City. Neither party to this Agreement shall have any authority, express or implied, to act as an agent on behalf of the other party, or to bind the other party to any obligation. Notwithstanding anything in this Agreement to the contrary, Organizer is solely and exclusively responsible for the control, direction, production and promotion of the Event, and the manner and method thereof. This section shall not prevent the

City from exercising its police and regulatory powers and other public duties. This Agreement does not relieve Organizer from the requirement to obtain and comply with a Special Event Permit and other applicable laws.

12. Termination for Cause. This Agreement may be terminated by either party if the other party materially breaches this Agreement and fails to cure such breach within 10 days of the date of receipt of notice of the breach from the non-breaching party. Any notice of the breach must set forth the nature of the breach. If the breach is not cured within said 10 day period, then this Agreement may be terminated only upon notice of the non-breaching party to the other. Alternatively, a non-breaching party may seek enforcement of this Agreement by an action at law or any other means provided at law or in equity. Failure to maintain required insurance shall be grounds for immediate termination.

13. Effect of Termination. Upon termination of this Agreement, neither party shall have any further right, title or interest in or under this Agreement; except that the provisions set forth above in the Sections titled “Indemnity by City” and “Indemnity by Organizer” shall survive the termination of this Agreement. If there is a termination of this Agreement based upon the breach of either party of a term or provision of this Agreement, the Sections titled “Indemnity by City” and “Indemnity by Organizer” shall survive the termination. This section shall not be construed to relieve Organizer of the duty to pay for City Services actually provided.

14. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given by registered or certified mail, return receipt requested, postage prepaid thereon as follows:

| CITY | EVENT |
|--|--|
| City of Reno Attn: Alexis Hill P.O. Box 1900 Reno, NV 89505 | Keep Truckee Meadows Beautiful 2601 Plumas Street Reno, NV 89509 |

15. Assignment. Neither party shall assign or attempt to assign this Agreement or any part thereof to any third party, without prior written consent of the other party.

16. Successors. Notwithstanding the anti-assignment provisions of this Agreement, in the event any successor, transferee, or assignee of either party should acquire any interest in this Agreement or the Special Event Permit, then, in such event, the terms and conditions of this Agreement or the Special Event Permit shall be fully binding upon such third party and inure to such third party’s benefit.

17. No Conflict. Each party represents and warrants to the other that the party has the right and authority to enter into this Agreement, and that this Agreement presents no conflict with any obligation of the party with any third party.

18. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties regarding and/or relating to the Event and the subjects covered by this Agreement, and the Agreement supersedes all prior representations, negotiations and agreements.

19. Compliance with Laws. Each party agrees that it will comply with all laws, rules, permit conditions, and regulations effecting this Agreement or the performance thereof, including but not limited to, federal copyright laws.

20. Force of Majeure. Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent that such delay or failure is caused by an event or occurrence beyond its reasonable control, such as, by way of example and not by way of limitations, acts of God, fire, floods, storms, explosions, riots, natural disasters, sabotage or labor problems which may materially impact the Event or its economic viability. A party claiming a force of majeure shall give the other party notice thereof as soon as practicable. Should the event of force of majeure continue beyond 30 days, or such shorter time period as may be reasonable under the circumstances, either party may terminate this Agreement.

21. Amendments. This Agreement may only be amended in writing signed by both parties, and approved by the City Council.

22. Headings. The section headings used in this Agreement are for convenience only and are not intended to broaden or limit this Agreement or the interpretation thereof.

23. Governing Laws. This Agreement shall not be construed for against a party by virtue of which party drafted the Agreement. This Agreement shall be administered and interpreted under the laws of the State of Nevada. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.

24. Waiver. The failure of either party to enforce of any provision of this Agreement shall not be construed or considered a waiver or release of such provision and such provision shall remain in full force and effect.

25. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Sponsorship Agreement between the Organizer, and the City of Reno for 2020 as of the date first written above.

THE CITY OF RENO
a municipal corporation of the State of
Nevada

ORGANIZER,

By: _____
Mayor Hillary Schieve
Mayor

By: _____
Keep Truckee Meadows Beautiful
Its: Event Organizer

Attest:

By: _____
Ashley Turney
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney's Office