



AGREEMENT FOR SPONSORSHIP AND PROMOTION

THIS AGREEMENT FOR SPONSORSHIP AND PROMOTION (the “Agreement”) is entered into as of this 8th day of October, 2021 by and between The City of Fruita (“CoF”), a Colorado home rule municipality, located at 325 East Aspen Avenue, Fruita, Colorado 81521 and Credit Union of Colorado (“CUOFCO”), a financial institution with its Corporate offices located at 1390 Logan Street, Denver, CO 80203, (CoF and CUOFCO collectively the “Parties”).

WHEREAS, CoF will holds the Mike the Headless Chicken Festival in Fruita, Colorado annually (the “Festival”); and

WHEREAS, CUOFCO is a credit union providing banking and financial assistance for its members; and

WHEREAS, CUOFCO desires to provide financial support for the Festival in exchange for the CoF including CUOFCO on marketing, advertising and signage for the Festival; and

WHEREAS, CoF and CUOFCO desire to enter into an agreement under which CoF will provide these services and promotional benefits to CUOFCO in exchange for good and valuable consideration, including CUOFCO’s financial support, the sufficiency of which is hereby acknowledged.

NOW THEREFORE, the Parties hereby agree as follows:

1. Partnership and Promotion Benefits. CoF shall provide the following to CUOFCO as part of the CUOFCO’s Title Sponsorship for the Festival as outlined below:
 - a. CUOFCO will be the only Financial Institution sponsor.
 - b. Online
 - i. The Credit Union of Colorado will be presented as the title sponsor of the Festival on the homepage and all other pages on the website. Supporting sponsors of individual activities except the City of Fruita will not be presented at the same level.
 - ii. The official Mike the Headless Chicken Facebook and other social mediums will list Credit Union of Colorado as the Title Sponsor.

“Mike the Headless Chicken Festival brought to you by Credit Union of Colorado.”

- c. Print
 - i. Any print ads that Fruita places for the Festival will have Credit Union of Colorado presented as the Title Sponsor as well.
- d. TV/Radio
 - i. In all promotion of the Festival through radio and television Credit Union of Colorado will be placed and named as the Title Sponsor.
- e. Banners and Posters
 - i. Credit Union of Colorado will be listed as the Title Sponsor on all Banners and Posters generated by the City of Fruita to promote the Festival.
 - ii. Credit Union of Colorado is welcome to place its banner on the back of the stage during the concerts at the Festival.
- f. Onsite
 - i. Credit Union of Colorado may have one 10 x 10 booth space at the Festival. It must provide its own pop up shade structure, tables, chairs etc. as needed for its booth.

- 2. Consideration. In consideration for the partnership and promotion benefits granted herein, CUOFCO agrees to provide the following to CoF:
 - a. CUOFCO will pay CoF an annual sponsorship fee of \$7,500 (\$22,500 over the course of this three-year agreement). CoF shall invoice CUOFCO for such payment, which will be due to CoF no later than March 1st of each sponsorship year – 2022, 2023 and 2024.

- 3. Trademark and Logo Rights. CoF shall have the limited right to use CUOFCO trademarks and logos in its advertising and promotional materials as provided in this Agreement. Use of the CUOFCO trademark or logo shall be approved by CUOFCO prior to insertion in any advertisements or promotional materials for the Festival. Such approval by CUOFCO shall not be unreasonably withheld or delayed. CoF further agrees that upon termination of this Agreement, it will not use CUOFCO trademarks or logos in any way. CoF will not, however, be required to withdraw materials disseminated to the public prior to termination or for which the deadline for materials has passed at the time of termination.

CUOFCO shall have the limited right to use the CoF “Mike” trademark and logo in its advertising and promotional materials during the pendency of this Agreement. Any use of the CoF “Mike” trademark or logo shall be approved by CoF prior to the insertion of any ads or promotional materials by CUOFCO. Such approval by CoF shall not be unreasonably withheld or delayed. CUOFCO further agrees that upon termination of this agreement, it will not use the CoF “Mike” trademark or logo in any way. CUOFCO will not, however, be required to

withdraw materials disseminated to the public prior to termination or for which the deadline for materials has passed at the time of termination.

4. Term. The term of this Agreement shall be for three (3) years, commencing on January 1, 2022 and ending on December 31, 2024, unless terminated earlier as provided in this Agreement or unless extended or amended in writing by mutual agreement of the Parties.
5. Independent Contractors. The Parties agree that both CoF and CUOFCO are acting as independent contractors and that no relationship whatsoever other than the independent contractor relationship set forth in this Agreement exists or is intended to be entered into by the Agreement or created by the Parties.
6. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Colorado. The Parties agree that exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the District Court for Mesa County, Colorado or in the United States Federal District Court in Grand Junction, Colorado.
7. Modifications, Amendment or Waiver. No modification or amendment of any of the provisions contained in this Agreement shall be valid unless made in writing and executed by both Parties. No waiver of any of the provisions contained in this Agreement shall be valid unless made in writing and executed by the waiving party.
8. Entire Agreement. This Agreement constitutes the entire agreement between CoF and CUOFCO with regard to the subject matter herein. This Agreement may only be amended, modified or supplemented, and the rights or obligations arising hereunder may only be waived pursuant to a written instrument signed by CoF and CUOFCO.
9. Indemnification. CUOFCO agrees to indemnify and hold harmless CoF, its officers, directors, member resorts, employees and agents from and against all claims, damages, suits, costs, expenses, penalties, liabilities, actions or proceedings of any kind or nature whatsoever, or by anyone whomsoever which in any way results from or arises out of CUOFCO's performance of its obligations as outlined in this Agreement or the acts, omissions or wrongful or negligent conduct of CUOFCO's officers, employees, agents, contractors and subcontractors.
10. Notice. Notice regarding all matters relevant to this Agreement shall be forwarded to the following representatives of the Parties:

Credit Union of Colorado
Doug Schneider
VP – Marketing
1390 Logan Street
Denver, CO 80203

City of Fruita Parks and Recreation Department
Tom Casal
Recreation Superintendant
324 North Coulson Street
Fruita, Colorado 81521

11. Termination. This Agreement shall be terminated at the end of the Term. Either party will have the right to terminate this Agreement, effective immediately, upon delivery of written notice thereof to the other party, in the event such party is in breach of any material obligation herein, and such breach is incapable of being cured (or, if such breach is capable of cure, such breach is not cured with thirty (30) days after receipt of written notice of such breach or within such additional cure period as the non-breaching party may authorize). In any event, termination of this Agreement shall become effective on the termination date, which is the date following the expiration of the required notice period.
12. Additional Offerings. CUOFCO acknowledges that this Agreement is limited to the offerings described in this Agreement. CUOFCO further acknowledges that CoF may enter into agreements with other entities which offer discounts or special offers to CoF with regard to the Festival as long as such agreements do not violate the terms and conditions of this Agreement. The parties agree that CoF has a proprietary interest in all such additional programs and that CUOFCO will do nothing to interfere with CoF's development or marketing of such programs.
13. Ownership of Proprietary Materials. Both parties acknowledge and agree that CoF and CUOFCO have invested substantial time, money and other resources in the development of their respective trademarks, servicemarks, copyrights, logos and materials ("proprietary materials"). Each party acknowledges a party's ownership of its respective proprietary materials and shall do nothing to invalidate them. Nothing contained in this Agreement shall give a party any right, title or interest in the proprietary materials of the other party. Upon termination of this Agreement, both parties shall immediately return all proprietary materials to their respective owners.
14. Confidentiality. All of the information, data or materials furnished to CUOFCO by CoF are proprietary to CoF and shall be maintained in confidence. Upon the

expiration or termination of this Agreement, all such materials shall be returned to CoF.

15. Assignment. Neither party may assign this Agreement nor any of the rights granted without the prior written approval of the other party. Any assignment without such prior written approval shall be void.
16. Severability. Should any term of this Agreement be declared by a court of competent jurisdiction to be invalid for any reason, then the remainder of this Agreement shall remain in full force and effect and that portion which is determined to be invalid shall be severed.
17. Counterparts and Facsimile Copies. This Agreement may be executed in counterparts, each of which shall be deemed to be an original document, but all of which will constitute a single document. If facsimile transmittal is used by either party, then a conformed fax copy shall be treated as an original. For recordkeeping purposes only, the parties may subsequently exchange signed copies of the Agreement in duplicate original so that each party shall have a signed document, either of which shall be deemed an original.
18. Public Funds/Non-Appropriation of Funds. Any payment due from the CoF hereunder must be provided through the City's budget approved by the City Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated CoF's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause. Nothing herein shall be construed as creating a multi-year fiscal obligation for the CoF.

IN WITNESS HEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first above written.

City of Fruita

Credit Union of Colorado

By: _____

By: _____

Its: _____

Its: _____

Date _____

Date _____