

## **AGREEMENT FOR SPONSORSHIP**

THIS AGREEMENT FOR SPONSORSHIP (the "Agreement") is entered into as of this 6th day of June, 2023 by and between The City of Fruita ("CoF"), a Colorado home rule municipality, located at 325 East Aspen Avenue, Fruita Colorado 81521 and Fruita Rotary Club located at 325 East Aspen Avenue, Fruita Colorado 81521 (CoF and Fruita Rotary Club collectively the "Parties").

WHEREAS, CoF will hold the HeART of Fruita sculpture program ("HoF") beginning Fall 2023; and

WHEREAS, Fruita Rotary Club desires to provide financial support for the HoF in exchange for the CoF including Fruita Rotary Club on marketing, advertising and signage for the HoF; and

WHEREAS, CoF and Fruita Rotary Club desire to enter into an agreement under which CoF will provide these services and benefits to Fruita Rotary Club in exchange for goods and valuable consideration, including Fruita Rotary Club financial support, the sufficiency of which is hereby acknowledged.

NOW THEREFORE, the Parties hereby agree as follows:

1. City of Fruita Obligations. CoF shall provide the following to Fruita Rotary Club as part of the Fruita Rotary Club sponsorship for HoF as outlined below:
  - a. Fruita Rotary Club will be the sponsor of one sculpture/artist per year. CoF will put specific signage showing this sponsorship at one sculpture from the HoF program for approximately one year. CoF and the Arts and Culture Board will host an artist and Sponsor reception annually.
  - b. Online
    - i. Fruita Rotary Club will be listed as a Sponsor of HoF on all advertising on the CoF website.
    - ii. The CoF Arts and Culture Board social media pages will list Fruita Rotary Club as a Sponsor of HoF.
  - c. Print
    - i. Any print ads the CoF places for HoF will list the Fruita Rotary Club as a Sponsor.
  - d. TV/Radio
    - i. All promotion of HoF by CoF on radio and television will name Fruita Rotary Club as a Sponsor.
  - e. Posters

i. Fruita Rotary Club will be listed as a Sponsor on all posters generated by the CoF to promote HoF.

2. Consideration. In consideration for the partnership and promotion benefits granted herein, Fruita Rotary Club agrees to provide the following to CoF:

- a. Fruita Rotary Club will sponsor one HoF sculpture/artist honorarium annually.
- b. Fruita Rotary Club will pay the CoF a sponsorship fee of \$1000 annually for the sculpture/artist honorarium. Beginning June 1, 2023 and ending May 31, 2028. CoF shall invoice Fruita Rotary Club on June 1 for its sponsorship payment, which will be due to CoF no later than 30 days after invoice.
- c. Fruita Rotary Club will assign two members to participate in the initial sculpture selection process and will help select the finalists that will be presented to the Arts and Culture Board. The final sculpture selection will be made by the CoF and the Arts and Culture Board.

3. Trademark and Logo Rights. CoF shall have limited right to use Fruita Rotary Club Trademarks and logos in its advertising and promotional materials as provided in this Agreement. Use of the Fruita Rotary Club trademark or logo shall be approved by Fruita Rotary Club prior to insertion in any advertisements or promotional materials for the HoF program. Such approval by Fruita Rotary Club shall not be unreasonably withheld or delayed. CoF further agrees that upon termination of this Agreement, it will not use Fruita Rotary Club 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.

4. Term. The term of this Agreement shall be from June 1, 2023 through May 31, 2028. If the HoF is canceled for any reason the agreement will automatically rollover to the next year that the HoF program is offered.

5. Independent Contractors- No Joint Venture or Partnership. The Parties agree that both CoF and Fruita Rotary Club are acting as independent contractors and that there is no joint venture, employment, partnership or other financial relationship between the Parties other than the independent contractor relationship set forth in this Agreement.

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.

7. Modification, 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 Fruita Rotary Club with regard to the subject matter herein. This Agreement may only be amended, modified, or supplemented, and the rights or obligations hereunder may only be waived pursuant to a written instrument signed by CoF and Fruita Rotary Club.
9. Indemnification. Fruita Rotary Club agrees to indemnify and hold harmless CoF, its employees, officials, officers, directors, 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 this Agreement. Nothing herein shall constitute a waiver or abrogation of rights of the CoF pursuant to the Colorado Governmental Immunity Act ("CGIA"), C.R.S. 24-10-101 et seq..
10. Notice. Notice regarding all matters relevant to this Agreement shall be forwarded to the following representatives of the Parties:

Fruita Rotary Club  
Johanna Van Waveren  
President  
325 East Aspen Avenue  
Fruita, CO. 81521  
johannavwaveren@coloradonma.org

City of Fruita Parks and Recreation Department  
Marc Mancuso  
Parks and Recreation Director  
324 North Coulson Street  
Fruita CO, 81521  
mmancuso@fruita.org

The CoF shall have the right to immediately terminate this Agreement if Fruita Rotary

Club fails to pay the \$1000 as set forth herein above.

11. Additional Offerings. Fruita Rotary Club acknowledges that this Agreement is limited to the offerings described in this Agreement. Fruita Rotary Club further acknowledges that CoF may enter into agreements with other entities which offer sponsorship to CoF with regard to HoF 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 Fruita Rotary Club will do nothing to interfere with CoF's development or marketing of such programs.

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

City of Fruita

Fruita Rotary Club

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(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print name)

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(Title)

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(Title)

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