



2019 COIC SPONSORSHIP AGREEMENT TEMPLATE

This Sponsorship Agreement (the “Agreement”) is dated _____, 2019, but made effective for all purposes as of _____, 2019 (the “Effective Date”), between Central Oregon Intergovernmental Council (“COIC”), whose address is 334 NE Hawthorne Avenue, Bend, Oregon 97701, and _____ (“Sponsor”) whose address is _____.

RECITAL:

COIC provides certain services within Crook, Deschutes, and Jefferson counties. These services include, without limitation, employment training, alternative high school education, business loans, public transportation, and community and economic development. To enhance COIC’s relationship with community partners, COIC provides certain sponsorship opportunities to eligible individuals and organizations. Subject to the terms contained in this Agreement, if Sponsor performs certain in-kind services and pays all applicable fees and expenses, COIC will provide Sponsor advertising opportunities.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Sponsorship.

1.1 In-Kind Services. Subject to the terms and conditions contained in this Agreement, Sponsor will perform the following in-kind services for, on behalf, and in support of COIC (collectively, the “Services”): (a) those services set forth on the attached Schedule 1.1; and (b) such other in-kind services requested by the Director (as defined below) from time to time. Sponsor will perform the Services in accordance with this Agreement and the schedule contained in Schedule 1.1. Sponsor will perform the Services under the Director’s general direction. For purposes of this Agreement, the term “Director” means COIC’s then-appointed executive director (or his or her designee). Notwithstanding anything contained in this Agreement to the contrary, Sponsor will not be deemed a COIC “sponsor” eligible to display the Advertising (as defined below) unless Sponsor performs all its obligations under this Agreement, including, without limitation, Sponsor’s performance of the Services and payment of the Fees (as defined below), all subject to and in accordance with this Agreement.

1.2 Sponsor Obligations. In addition to all other Sponsor representations, warranties, and/or covenants contained in this Agreement, Sponsor represents, warrants, and covenants to COIC as follows: (a) Sponsor will perform the Services to the best of Sponsor’s ability, diligently, timely and without delay, in good faith, in a professional manner, and subject to and in accordance with the Laws (as defined below); and (b) Sponsor will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured by a person carrying on a similar business in a similar location and

for any other risks to which Sponsor is normally exposed. Immediately upon COIC's request, Sponsor will cause each liability insurance policy to name COIC (and its officers, employees, and agents) as additional insureds.

2. Advertising.

2.1 Sponsor Advertising Opportunity. Subject to the terms and conditions contained in this Agreement, COIC will display the Advertising if Sponsor performs the Services and pays the Fees in accordance with this Agreement. Sponsor will timely pay COIC the Advertising fees set forth on the attached Schedule 1.1 (the "Fee(s)"). The Fees are due and payable on the dates identified on Schedule 1.1.

2.2 Installation; Maintenance. Subject to the terms and conditions contained in this Agreement, (a) COIC will install (or cause to be installed) Sponsor's advertising described and depicted on the attached Schedule 2.2, (b) at, on, and/or in COIC's property identified on the attached Schedule 2.2, (c) during the period(s) identified in the attached Schedule 2.2 (collectively, the "Advertising"). Notwithstanding anything contained in this Agreement to the contrary, (y) Sponsor will pay, immediately upon COIC's demand, all costs and expenses COIC incurs (or will incur) to produce, install, maintain, and/or remove the Advertising, and (z) COIC will have exclusive control and supervision over the installation, repair, maintenance, and/or removal of the Advertising. COIC will exercise its commercial reasonable efforts to maintain the Advertising display(s) in good condition and repair.

2.3 Advertising Policy. Notwithstanding anything contained in this Agreement to the contrary, the Advertising is subject to, and must comply with, the Policy (as defined below) and Laws. Without otherwise limiting the generality of the immediately preceding sentence, Sponsor acknowledges and agrees to the following: (a) Sponsor is solely responsible for the Advertising, including, without limitation, that the Advertising complies with the Policy and Laws; (b) the Advertising is subject to COIC's review and approval (which approval does not constitute COIC's endorsement of the Advertising and/or opinion concerning its legal sufficiency); (c) COIC reserves the right to refuse, alter, and/or remove any Advertising that fails to comply with the Policy, Laws, and/or this Agreement; and (d) COIC will not display any Advertising that includes Prohibited Advertising (as defined in the Policy). Sponsor represents and warrants that Sponsor has reviewed the Policy, has had the opportunity to ask questions and receive answers concerning the Policy, and has obtained all information Sponsor deems necessary or appropriate concerning the Policy. For purposes of this Agreement, the term "Policy" means that certain COIC Sponsorship Policy adopted and made effective on February 2, 2018.

2.4 Advertising Interruptions. COIC has made no representations, warranties, and/or covenants concerning the Advertising, except as expressly provided under this Agreement. Without otherwise limiting the immediately preceding sentence, COIC will not be liable and/or responsible for any damage and/or destruction in and/or to the Advertising and/or any interruption and/or delay with respect to the display of Advertising; provided, however, COIC will provide Sponsor notice if buses containing advertising (each as defined in Schedule 2.2) will not be operated as scheduled for a period of 15 consecutive days or more.

3. Term; Termination; Indemnification.

3.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until

_____, unless sooner terminated as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of COIC and Sponsor, and/or (b) by COIC for convenience and without cause by providing ten (10) days' prior written notice of such termination to Sponsor; provided, however, if COIC terminates this Agreement for convenience and without cause under Section 3.1(b), the Fees will be prorated on a monthly basis with respect to the one-year term of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement immediately upon notice to Sponsor upon the occurrence of any one or more of the following events (each an "Event of Default"): (w) Sponsor engages in any conduct that reflects adversely on COIC's reputation and/or operations; (x) Sponsor and/or the Advertising fails to comply with the Laws and/or Policy; (y) problems occur in connection with Sponsor's performance of the Services; and/or (z) Sponsor breaches and/or otherwise fails to perform any Sponsor representation, warranty, covenant, and/or obligation contained in this Agreement. COIC will make the determination as to whether an Event of Default has occurred.

3.2 Consequences of Termination. Upon the earlier termination or expiration of this Agreement, COIC will not be obligated to reimburse and/or pay Sponsor for any continuing contractual commitments to others and/or for penalties and/or damages arising from the termination. Within ninety (90) days after the earlier termination or expiration of this Agreement, COIC will, at Sponsor's cost and expense, remove (or cause to be removed) the Advertising. Upon the earlier termination or expiration of this Agreement, COIC may return or dispose of any Advertising materials (used or unused). Termination of this Agreement will not constitute a waiver and/or termination of any rights, claims, and/or actions COIC may have against Sponsor.

3.3 Indemnification. Sponsor releases and will defend, indemnify, and hold COIC and each present and future COIC employee, officer, agent, and representative harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) this Agreement and/or the Advertising; (b) liability for infringement and/or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or rights of celebrity, and/or violation of any anti-discrimination laws and/or regulations; and/or (c) Sponsor's breach and/or failure to perform any Sponsor representation, warranty, covenant, and/or obligation contained in this Agreement. Sponsor's indemnification obligations provided in this Section 3.3 will survive the termination or expiration of this Agreement.

4. Miscellaneous.

4.1 Severability; Assignment; Binding Effect; Amendment. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Sponsor will not assign this Agreement to any person without COIC's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party. Sponsor represents and warrants to COIC that (a) Sponsor has full power and authority to sign and deliver this Agreement and to perform all Sponsor's obligations under this Agreement, and (b) this Agreement is the legal, valid, and binding obligation of Sponsor, enforceable against Sponsor in accordance with its terms.

4.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), COIC and Sponsor will first exert their reasonable efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may then initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

4.3 Governing Law; Venue; Attachments. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Sponsor's performance of its obligations under this Agreement. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

4.4 Notices; Interpretation; Counterparts. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity; the term "Law(s)" means all applicable federal, state, and local laws, regulations, and/or ordinances. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts. This Agreement will be deemed binding and effective for all purposes as of the Effective Date. In any instance where COIC's approval or consent is required under this Agreement, such approval or consent will be in COIC's sole discretion.

4.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by COIC and Sponsor.

No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Sponsor has not relied on any COIC promises, statements, representations, and/or warranties except as set forth expressly in this Agreement. Sponsor is an independent contractor of COIC. Sponsor is not an employee of COIC. This Agreement does not create an agency relationship between COIC and Sponsor and does not establish a joint venture or partnership between COIC and Sponsor. Sponsor does not have the authority to bind COIC or represent to any person that Sponsor is an agent of COIC.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective as of the Effective Date.

COIC:
Central Oregon Intergovernmental Council

SPONSOR:

By: _____

By: _____

Its: _____

Its: _____

Schedule 1.1
In-Kind Services and Fee Schedule

Subject to the terms and conditions contained in this Agreement, Sponsor will provide the following Services during the term of this Agreement:

1. Description – In-Kind Services

2. Schedule – In-Kind Services

3. Advertising Fees

Schedule 2.2
Advertising

1. Advertising Description (attach depictions)

2. Advertising Location(s) [attach depictions]

3. Advertising Schedule

Notwithstanding anything contained in this Agreement providing otherwise, COIC’s obligation to display the Advertising will cease upon the earlier termination or expiration of this Agreement.

