SPONSORSHIP AGREEMENT ($10,000+)

This Agreement is made on the ___________ day of _____________________, 200___, between Portland Parks & Recreation (PP&R) and _________________________________________ (the Sponsor).

RECITALS
The Sponsor is engaged in the business referred to in Item 3 of the Schedule (Description of Sponsor's Business Activities) and, at the request of PP&R, has agreed to provide the Sponsorship set out in Item 4 of the Schedule (Details of Sponsorship), subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. **TERM**
   1.1 The term of the Sponsorship shall be for the period set out in Item 4(c) of the Schedule (Term of Sponsorship), unless otherwise extended or terminated in accordance with this Agreement.

2. **SPONSORSHIP FEE/PRODUCT**
   2.1 In consideration of the grant of Sponsorship Rights under this Agreement, the Sponsor shall pay and/or provide to PP&R, for the term of this Agreement, the sponsorship fee and/or product(s) referred to in Item 4(b) of the Schedule (Sponsorship Fee/Product) at the times and in the manner referred to in that Item.

   2.2 The Sponsorship Fee/Product shall be the entire amount payable or provided to PP&R under this Agreement.

   2.3 PP&R shall only use the Sponsorship Fee/Product for the sponsored activity referred to in Item 4(a) of the Schedule (Sponsored Activity) in a manner consistent with the reasons referred to in Item 4(a) of the Schedule (Sponsorship Rationale).

   2.4 Should the Sponsorship Fee/Product not be fully used on the Sponsored Activity, PP&R shall immediately notify the Sponsor of the balance of the unused Sponsorship Fee/Product and shall comply with the Sponsor's directions concerning the use of the unused Sponsorship Fee/Product.

3. **SPONSORSHIP RIGHTS**
   3.1 PP&R grants to the Sponsor the non-exclusive sponsorship rights set out in Item 5 of the Schedule (Rights of Sponsor) for the term of this Agreement.

   3.2 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall first be approved by PP&R.

   3.3 PP&R shall, whenever the Sponsored Activity is publicized, acknowledge the Sponsor in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

4. **USE OF SPONSOR'S NAME AND/OR LOGO**
4.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by PP&R in respect of the Sponsored Activity shall acknowledge the Sponsor in a manner agreed to by both parties.

4.2 PP&R shall immediately, on the termination or expiration of this Agreement, cease to use or otherwise refer to the Sponsor's name and/or logo except to the extent otherwise authorized by law or agreement.

5. USE OF PP&R'S NAME AND/OR LOGO

5.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor in respect of the Sponsored Activity shall acknowledge Portland Parks and Recreation in a manner agreed to by both parties.

5.2 The Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to Portland Parks and Recreation name and/or logo in any manner that could imply that the Sponsorship under this Agreement is still in effect.

6. BREACH AND TERMINATION

6.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defrauding party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.

6.2 PP&R may terminate the Agreement immediately if any of the following events occur:

(a) The Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor.

(b) The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Portland policy.

(c) PP&R determines that for whatever reason it should no longer use the Sponsorship Fee/Product or be associated with the Sponsor.

6.3 If this Agreement is terminated, the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee/Product.

6.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

7. NOTICES

7.1 Unless otherwise directed in writing, notices, reports, and payments shall be delivered to Portland Parks and Recreation at the following address:

Ms. Z. Santner, Director  
Portland Parks and Recreation  
1120 SW Fifth Avenue, Room 1302  
Portland, Oregon 97204-1933

and to the Sponsor at the address and FAX number referred to in Item 2 of the Schedule (Address of Sponsor).
7.2 A notice forwarded by FAX shall be deemed to be received by the addressee when recorded on the transmission result report as being a complete transmission.

8. AMENDMENTS TO AGREEMENT

8.1 Any amendment to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

9. ASSIGNMENT

9.1 Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

10. TAXES

10.1 The Sponsor shall be responsible for and pay before any delinquency, all taxes, levies, and assessments of any nature and kind whatsoever, that at any time hereafter may be levied, assessed or otherwise imposed on the Sponsor’s activities arising from this Agreement.

11. EQUITY OF TREATMENT

11.1 The Sponsor shall conduct its business in a manner which assures fair, equal, and non-discriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sexual orientation, gender, age or national origin.

12. NEW DISCRIMINATION AND AFFIRMATIVE ACTION

12.1 The Sponsor shall comply with all State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status or disability. Consistent with that obligation, in the event the Sponsor has three or more employees during the term of this agreement, the following provisions of Chapter 23.01 Civil Rights Section 23.01.050 (or as amended) of the Portland City Code shall be deemed to be incorporated herein:

During the performance of this Agreement, the Sponsor agrees as follows:

23.01.050 Discrimination in Employment Prohibited.
(Amended by Ordinance No. 175158, effective January 15, 2001)

A. It shall be unlawful to discriminate in employment on the basis of an individual’s race, religion, color, sex, national origin, marital status, age if the individual is 18 years of age or older, or disability, by committing any of the acts made unlawful under the provisions of ORS 659.030 and 659.425.

B. In addition, it shall be unlawful to discriminate in employment on the basis of an individual’s sexual orientation, gender identity, source of income or familial status, by committing against any such individual any of the acts already made unlawful under ORS 659.030 when committed against the categories of persons listed therein.

13. GOVERNING LAW

13.1 This Agreement shall be governed by and construed under the laws of the State of Oregon, excluding its choice of law principles. Any litigation arising out of this Agreement shall be commenced and maintained in a court of competent jurisdiction sitting in Multnomah County, Oregon.

14. ENTIRE AGREEMENT
14.1 This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

EXECUTED by the parties on the date first written above this Agreement.

CITY OF PORTLAND

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SPONSOR

(insert company name)

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APPROVED AS TO FORM

__________________________
City Attorney
City of Portland, Oregon
SCHEDULE

1. **NAME OF SPONSOR**
   
   *(Insert name of company and its business number or name of individual.)*

2. **ADDRESS OF SPONSOR**
   
   *(If a corporate sponsor, insert address of its registered office and FAX number.)*

3. **DESCRIPTION OF SPONSOR’S BUSINESS ACTIVITIES**
   
   *(Insert brief description.)*

4. **DETAILS OF SPONSORSHIP**
   
   (a) **Sponsored Activity**
       
       *(Insert brief description.)*

   Sponsorship Rationale
   
   *(Insert brief description.)*

   (b) **Sponsorship Fee**
       
       *(If money is payable, insert details of amount, installment schedule, etc.)*

   Sponsorship Product
   
   *(If goods are being supplied, insert description.)*

   (c) **Term of Sponsorship**
       
       *(date) to (date)*

5. **RIGHTS OF SPONSOR**
   
   *(For example, the Sponsor is permitted to exhibit/promote their products.)*

6. **RECOGNITION OF SPONSOR**
   
   *(For example, the Sponsor’s name or logo is displayed by Portland Parks and Recreation.)*