ADV - SPN
32067

SPONSORSHIP AGREEMENT
Contract# CITYCLUBEUGENE_0918-0619

This Sponsorship Agreement ("Agreement") is by and between University of Oregon ("University") and the City Club of Eugene ("Contractor").

RECITALS

A. Contractor is involved in the planning and presentation of the City Club of Eugene to be held on September 25, 2018-June 30, 2019 (the "Event").

B. University desires the marketing benefits associated with sponsoring the Event.

AGREEMENT

In consideration of the above Recitals which are incorporated into this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Payment. University will pay a total of $5,000.00 to Contractor for sponsorship at the Diamond Level Sponsorship level/type for the Event.

2. Marketing & Promotion. In exchange for the payment above, Contractor will provide to University the following benefits:

   SEE EXHIBIT A

   Notwithstanding any provision to the contrary, University may not receive any alcohol under this Agreement.

3. Independent Contractors. The relationship of the parties is that of independent contractors. Neither party is the partner, joint venture, or agent of the other party and neither party has the authority to make any statement, representation, commitments, or action which would bind the other without the other party's prior written authorization.

4. Insurance. Contractor shall secure, on a primary basis, at Contractor's own expense and keep in effect during the term of this Agreement either comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, covering bodily injury and property damage, with a minimum limit of $1,000,000 per occurrence with an aggregate amount of $2,000,000, which shall include personal and advertising injury liability and products. If Contractor is driving on University's campus, Contractor shall secure at Contractor's own expense and keep in effect during the term of this Agreement a Commercial Auto Liability insurance policy with a minimum limit of $1,000,000 per occurrence with an aggregate amount of $2,000,000. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a minimum financial rating of an AM Best rating of A- or higher. All liability insurance will be arranged on an "occurrence" basis. No insurance will be allowed on a

"claims made" basis. Self-insured retentions may be acceptable in lieu of the above requirements. Any self-insured retentions must be declared to and approved by the University. University may require Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor acknowledges and agrees that any waiver of subrogation is null and void as against University as such waiver is not allowed under University's current insurance policies.

Before this Agreement is executed by University, Contractor must provide to University a Certificate of Insurance from the insuring company evidencing insurance coverages required by this Agreement. The "Description of Operations" must include (using the following exact language) the **"State of Oregon, Board of Trustees of the University of Oregon, University of Oregon, and their respective officers, employees, and members"** as additional insured.

5. Indemnification. The Contractor agrees to indemnify, hold harmless and, not excluding University's right to participate, defend University and its governing board and their respective directors, officers, employees, agents, volunteers, and members, from claims, suits, or actions of any character or any nature arising out of (1) the work done in performance of this Agreement; (2) claim or amount arising or recovered under workers' compensation law; or (3) any other act omission of the Contractor. It is agreed that the Contractor will be responsible for the primary loss investigation, defense, and judgment costs when this section applies. Contractor's obligation under this section extends to the payment of all amounts, costs, and expenses of any type related to Contractor's obligation, including, but not limited to, attorney's fees and costs of litigation, losses, damages, and any other related expenses. Unless prohibited by Contractor's insurance policy, Contractor agrees to waive all rights of subrogation against University and its governing board and their respective directors, officers, employees, agents, volunteers, and members for any damages, costs, losses, expenses, or other amounts incurred or arising as a result of this Agreement.

6. University hereby grants to Contractor a limited non-exclusive license to use University marks, logos, trade names or other proprietary information solely in connection with University's sponsorship of the Event as set forth in this Agreement. Notwithstanding the foregoing, all materials, including but not limited to, creative materials, catalogs, brochures, email, website content and other promotional and marketing materials, containing University's marks, logos, trade names or other proprietary information must be approved in advance by University and must comply with University's Style and Grammar Guide and University's brand management strategy. Said materials will be submitted to University for approval before publication and will not be sent to third parties without the approval and consent of University. University may disapprove for use any creative content that University deems, in University's sole discretion, to be inappropriate or inconsistent with University's branding. In the event that this Agreement is terminated, any and all rights to the use of University's marks, logos, trade name or other proprietary information will immediately cease.

7. **EEO Notices**. Contingent on applicability, as set forth in 41 CFR §§ 60-1.1, 60-300.1 and 60-741.1, contractor and subcontractor agree to the following:

   This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to the conflict of law principles thereof. Any action or suit brought by the parties relating to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Lane County for the State of Oregon in Eugene, Oregon provided, however, that if a claim must be brought in a federal forum, then it shall be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the *in personam* jurisdiction of such courts, waives any objection to venue in such courts, and waives any claim that such forum is an inconvenient forum. In no way will this Section or any other provision of this Agreement be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction or any court.

9. Force Majeure. Neither University nor Contractor will be held responsible for delay or default caused by fire, flood, riot, strikes, epidemics, extreme or inclement weather, acts of God, civil unrest, terrorist acts, acts of political sabotage, war, air space closure, ground stop(s), or a U.S. Department of State Travel Warning, where such cause was beyond, respectively, University or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this Agreement.

10. Representations and Warranties. Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Agreement; (2) The individual signing for Contractor is authorized to execute this Agreement on behalf of Contractor; (3) This Agreement, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work under this Agreement will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Contractor will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the work; and (6) Contractor's name, as it appears in this Agreement, is Contractor's legal name, as it will appear in Contractor's W-9, and if Contractor is an entity rather than an individual that the entity named in this Agreement is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

11. Counterparts. This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature by delivering the Agreement with an original signature to the requesting Party.

12. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the services and all other subject matter hereof and merges all prior and contemporaneous or previous communications, contracts and agreements whether written or oral with respect to such subject matter. It will not be modified except by a signed writing dated subsequent to the date of this Agreement and signed on behalf of Contractor and University by their respective duly authorized representatives. No waiver consent, modification, or change of any term of this Agreement will bind either Party unless the same is in writing and signed by both parties and all necessary state approvals have been obtained. Such express waiver, consent, modification, or change, if made, will be effective only in the specific instance and the specific purpose set forth in such signed writing.

University		Contractor	
By:		By:	
Name:	Contract Manager, University Advancement	Name:	
Title:		Title:	
Date	9/26/18	Date	

EXHIBIT A

Sponsorship Opportunities

CITY CLUB OF EUGENE

The premier platform for engaging citizens who value civic involvement, enjoy learning about current issues and want to make informed decisions.

Our Mission Statement: Building Community Vision through Open Inquiry

EXHIBIT A

Why Sponsors Choose the City Club of Eugene

A sponsorship of the City Club of Eugene:

- Demonstrates your dedication to being an active corporate citizen
- Projects your presence over a six-county area
- Provides an opportunity to influence public policy through thoughtful questioning at Friday Forums
- Reaches our membership of 160
- Is visible to 1,200 individuals on a weekly basis via our e-communications
- Is seen by our live audience, which translates to approximately 3,250 annual attendees
- Is heard by our weekly listening audience (broadcast via KLCC), which ranges from 1,500 to 3,000 individuals
- Generates patronage among City Club's members and radio listeners
- Allows you to suggest Forum topics relevant to your business

Our reach: Six Counties:

Benton, Deschutes, Douglas, Lane, Lincoln, Linn

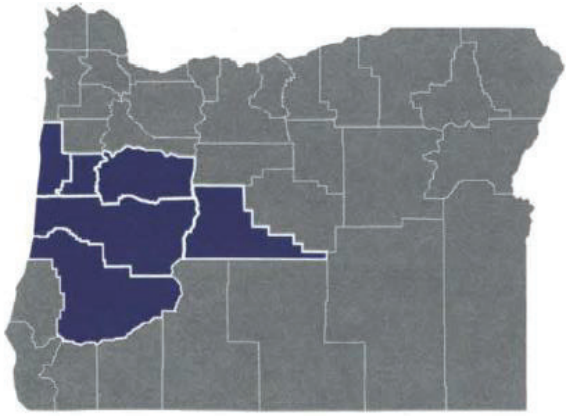


EXHIBIT A

CITYCLUB OF EUGENE

Current Sponsors include legal firms, commercial realtors, housing agencies, non-profits, medical services, internet providers and more. Our platform for open discussion promotes our Sponsors' involvement in the community and region. Here are some of our sponsors:

KAISER PERMANENTE®

Palo Alto Software

SUMMITBANK

JOHNSON JOHNSON LUCAS & MIDDLETON

Evans Elder & Brown Inc.
COMMERCIAL REAL ESTATE

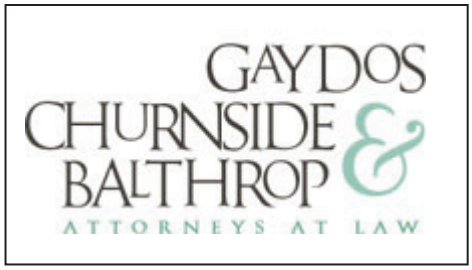
AARP Real Possibilities in Oregon

BANNER BANK

network CHARTER SCHOOL

EXHIBIT A

UNIVERSITY
OF OREGON
Government and
Community Relations


GAYDOS
CHURNSIDE &
BALTHROP
ATTORNEYS AT LAW

HEARING ASSOCIATES
Hearing is believing

OREGON COUNTRY FAIR

LUVAAS COBB

SacredEarth
BOTANICALS

UNIVERSITY OF
OREGON
Academic Extension

EXHIBIT A

KLCC
89.7

PacInfo
IT and Internet Solutions

Jerry Diethelm
Architect·Landscape Architect

HACSA
Housing And Community Services Agency
of Lane County

HD Radio
91.9
KRVM

dot dotson's
IMAGERY EXPERTS FOR OVER 80 YEARS

EXHIBIT A

Which Sponsorship is Right for You?

There are four levels of Sponsorship:

Gold:	$500-$999
Sapphire:	$1000-$2499
Ruby:	$2500-$4999
Diamond:	$5000+

All levels of Sponsorship receive two City Club of Eugene memberships and have their name and logos appear on the following:

- City Club website (with a link to the Sponsor website)
- Weekly email announcement of the Friday Forum (~1200 emails)
- Friday Forum table placards and printed programs
- Displayed slide deck at the Friday Forums
- KLCC radio broadcast to 1500-3000 individuals over a six-county area (and archived by KLCC for streaming at other times)

The City Club of Eugene presents a Friday Forum every week (except during August.) The distinction between the Sponsor levels is two-fold:

- The frequency with which the names and logos appear:

Gold:	every 4th Forum
Sapphire:	every 3rd Forum
Ruby:	every 2nd Forum
Diamond:	every Forum

- The KLCC acknowledgement for Sapphire, Ruby and Diamond Sponsors can be accompanied by a 15-second on-air mission statement about the Sponsor

For more information:

Contact Silver Mogart, Executive Director, for details and answers to questions.

EMAIL: info@cityclubofeugene.org
WEB: cityclubofeugene.org
PHONE: (541) 485-7433