

## LITHIA/COMMONS SPONSORSHIP AGREEMENT

3-17-2015

This Sponsorship Agreement is made between Lithia Auto Stores and the organizer identified below ("Organizer"). Organizer shall provide the services identified herein, in accordance with the Terms and Conditions and the Exhibits identified below, which are attached to and made a part of this Agreement.

Organizer: **City of Medford**, an Oregon municipal corporation.

Program: **Lithia Commons Programming**, as more fully described in Exhibit A.

Effective Date: **1/1/2015**

Term Of Agreement: **Effective Date to 12/31/2015**

Renewal or First Refusal  
Right:  Right to renew  
 Right of first refusal

Sponsorship Fee: **\$25,500**

Exhibits Attached:  Exhibit A – Park Block Programming  
 Exhibit B – Park Block Above-Standard Amenities and Features  
 Exhibit C – In-Kind Advertising, Marketing and Promotions  
 Exhibit D – Banner Specifications at U.S. Cellular Community Park

Addresses for Notice: **Lithia Auto Stores:**

Lithia Auto Stores  
150 N. Bartlett  
Medford, OR 97501  
Attention: Mark DeBoer, Vice  
President

**Organizer:**  
Medford Parks and Recreation  
Department  
701 N Columbus  
Medford, Oregon 97501  
Attention: Brian Sjothun, Parks &  
Recreation Director

## **LITHIA/COMMONS SPONSORSHIP AGREEMENT**

This Sponsorship Agreement is made between **Lithia, Inc. (“Lithia”)** and the **City of Medford (“City”)**.

Lithia, Inc. desires to sponsor the City of Medford-coordinated programming in the park blocks of a City park identified as “The Commons.”

The City, by and through the City Manager or his designee, has the authority to partner with sponsors to use City property for such purposes, subject to reasonable conditions, as set forth herein.

### **TERMS AND CONDITIONS**

#### **1. Lithia Rights and Obligations.**

- a. Pay a sponsorship fee of \$25,500.00 for the 2015 programming year.
- b. Advisory role in selection of lunchtime concert performers, subject to City approval.
- c. Right to set up one 16’ x 16’ kiosk/tent for business and advertising purposes at each event and park up to four cars at sponsored events in The Commons.
- d. Provide materials and services to promote programming at The Commons, fully described in Exhibit C.
- e. Written notification of intent to renew or decline renewal by September 30, 2015.

#### **2. City Rights and Obligations.**

- a. Make park blocks available for events described in Exhibit A.
- b. Provide a Parks and Recreation Department liaison during all sponsored programming events.
- c. Provide all materials, staff and additional services needed to operate sponsored programs.
- d. Set up, operate, maintain and remove program-specific equipment.
- e. Purchase supplies needed to operate/maintain programs.
- f. Clean up after each event/program.
- g. Provide additional trash receptacles and portable toilets, as deemed necessary by the City.
- h. Provide traffic control, as deemed necessary by the City.
- i. City retains ultimate approval of all programming, performers, program staff and other contractors associated with the programming of the park blocks at The Commons.
- j. City will advertise The Commons programming and corresponding events as follows:
  - i. Distribute materials highlighting park block programming and events.
  - ii. Work with Lithia Advertising Department (LAD) to design and publish printed materials to promote park block programs
  - iii. Make brochures available throughout the year at City facilities

- iv. Distribute brochures at other City events and programs
- v. Brochures may contain other Parks and Recreation Department activities.
- vi. The Commons programming will also be advertised via the following City promotions:
  1. The Medford Parks and Recreation Program Guide. Our tri-annual programs and services publication (direct mails to all Medford households in April, August and December).
  2. [www.playmedford.com](http://www.playmedford.com) – Medford Parks and Recreation’s website.
  3. Social Media – Medford Parks and Recreation Department’s Facebook page.

**3. Indemnification**

Lithia, Inc. shall defend, indemnify, and hold harmless City and City’s officers, directors, employees, successors, and assigns from any claims, damages, liabilities, losses, government procedures, costs, and expenses, including reasonable attorneys’ fees and costs of suit, arising out of any misrepresentation or breach by Lithia Auto Stores.

**4. General**

a. Entire Agreement. This Agreement is the parties’ entire agreement with respect to its subject matter and supersedes any other agreements, written or oral relating to that subject matter. This Agreement may not be amended, modified, waived, or adjusted except in a writing signed by the parties.

b. Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

c. Governing Law. This Agreement shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of litigation arising from this Agreement shall be in Oregon. Venue shall be Jackson County.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the date first set forth above.

Lithia, Inc.

City of Medford

By: \_\_\_\_\_  
Mark DeBoer, Vice President

By: \_\_\_\_\_  
Brian Sjothun, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## LITHIA COMMONS SPONSORSHIP AGREEMENT

### Exhibit A

#### Park Block Programming

Lithia agrees to provide funding for the following programs coordinated by the City:

<b>Lithia-Sponsored MPRD-Managed Program/Event</b>	<b>Frequency</b>	<b>Description</b>	<b>Sponsorship Cost</b>
Lunchtime concert series	Weekly, June-Sept.	Free 90-minute acoustic performances located on the stage in the second park block	\$5,000
Drop-in enrichment and fitness programs	Seasonal and year-round outdoor activities	Proposed programs include yoga, tai chi, lunch-and-learn, mobile recreation.	\$1,000
Evening concert series	Four concerts, July-August	Moves four of the existing eight performances to the stage at Pear Blossom Park. Lithia would be categorized as a "Concert Sponsor" for each concert, as defined in Exhibit D, for the four concerts in The Commons.	\$10,000
Winter Lights Festival	Saturday Nov. 28, 2015	Annual tree holiday tree lighting and entertainment	\$7,000

**LITHIA COMMONS SPONSORSHIP AGREEMENT**

**Exhibit B**

**Park Block Above-Standard Amenities and Features**

Lithia agrees to provide funding for the following costs associated with higher service levels, amenities and features over and above baseline park maintenance:

<b>Item/Amenity</b>	<b>Description</b>	<b>Cost</b>
Street tree lighting	Annual ongoing maintenance	\$2,500

## LITHIA COMMONS SPONSORSHIP AGREEMENT

### Exhibit C

#### In-Kind Advertising, Marketing and Promotions

Lithia Advertising Department (LAD) agrees to provide creative development (logos, copy, art) to assist the City in promoting programming at The Commons:

<b>MPRD-managed Program</b>	<b>LAD Services/Materials Provided</b>	<b>Estimated Value</b>
Lunchtime concert series	Integrated marketing package* and brand identity (logos, copy, art) and printed materials TBD	\$1,500 - \$3,500
Drop-in enrichment and fitness programs	Included as part of Lithia's "Live Well, Work Well" program	\$500 - \$1,500
Concert Series	Integrated marketing package* and brand identity (logos, copy, art) and printed materials TBD	\$1,500 - \$6,000
Winter Lights Festival	Integrated marketing package* and brand identity (logos, copy, art) and printed materials TBD	\$1,500 - \$4,000
Two Kiosks	Production and design of five panels per kiosk, at least four times per year	\$2,122.40**
Pole Banners	Update of street light pole banners/flags. Two sets for 2015 – one for the lunchtime concerts and one for Winter Lights.	\$4,000.00

\*Integrated marketing packages includes some or all of the following: design and printing of postcards, posters, advertisements, brochures, banners and/or flyers, Eblast designs, website wallpaper, and social media layout. Logo creation and brand concepts will also be needed.

\*\*Kiosk pricing determined at \$28.06 per panel + \$25/hr for design and production per panel (40 panels total).

# LITHIA COMMONS SPONSORSHIP AGREEMENT

## Exhibit D

### Sponsor Benefits

Benefits include:

- Program Naming Rights to the Following Programs:
  - Lunchtime concert series
  - Summer Evening Concert Series (co-sponsor)
  - Winter Lights Festival
- Lithia, Inc. banner displayed at all sponsored events.
- Lithia's name and logo on all printed materials including banners, posters, Program Guide features, fliers, and website ([www.playmedford.com](http://www.playmedford.com)).
- Name and logo prominent and visible in all applicable media promotions
- Booth presence/parked cars (up to four) permitted at every event/program
- Recognition at all events. Representatives of Lithia may make announcements or conduct giveaways during events.
- Concert Sponsor for four evening concerts on Pear Blossom Stage, as part of a larger concert series.
  - Lithia will have stage recognition at each concert as the main concert sponsor
  - Lithia will have a banner on the stage for each concert
  - Lithia may conduct giveaways or make announcements from the stage
  - Lithia may have a booth or vend at the concerts
  - Lithia's logo will be included on all materials promoting the series

### **Additional Benefits Offered to Lithia, Inc. in exchange for In-Kind Services as set forth in Exhibit C:**

- Thirteen 3.5' x 12' banners promoting events and programs at The Commons displayed at ground level on the fields at U.S. Cellular Community Park (USCCP) for the duration of this contract, with the option to go double-sided
- Annual advertisement in the Medford Parks and Recreation Program Guide. Three issues per year, full color, ¼ page.

## LITHIA COMMONS SPONSORSHIP AGREEMENT

### Exhibit E

#### Temporary Permit for Banner Placement in a City Park

The CITY OF MEDFORD hereby grants to Lithia, Inc. (Permittee), permission to use portions of the city property described as [OUTFIELD FENCES AT U.S. CELLULAR COMMUNITY PARK] for temporary placement of ten banners. This permit is subject to the following conditions:

1. This permit is only for the time of [January 1, 2015 – December 31, 2015]. Any extension of time must be approved in writing.
2. This permit only authorizes banner size and location as set forth in Exhibit B.
3. If the City later adopts a general ordinance regulating issuance of permits such as this, Permittee shall be required to conform to all applicable requirements of such ordinance including, but not limited to, provisions requiring the payment of fees for use City property.
4. Permittee shall pay a permit request fee. Fee is included in Title Sponsorship fee outlined in Section 1 – a.
5. Before hanging its banner on City property described herein, Permittee shall first confer with Parks Department and obtain approval of banner appearance and material quality, and shall give the Parks Department at least two working days notice before conferring.
6. Permittee shall at its own cost and expense, restore and replace any property disturbed, damaged or in any way injured by or on account of its activities to as good as the condition of such property was in immediately prior to the disturbance, damage or injury or pay the fair market value of such property to its owner.
7. Permittee shall at its own cost and expense maintain its banner without excessive wear and tear or damage. If the banner's appearance and condition become unacceptable, the City may remove the banner and claim reasonable expenses from Permittee.
8. Permittee shall indemnify, defend and hold the City harmless from any liability, cost or damage arising out of its activities pursuant to this permit.
9. Permit is not transferable or assignable.
10. This permit may be revoked at any time by the City without notice. Fees will be refunded pro-rata less administrative costs.

## LITHIA COMMONS SPONSORSHIP AGREEMENT

### Exhibit F

#### Banner Specifications at U.S. Cellular Community Park

##### Outfield Signage Specifications and Requirements

- Ground level banners must be exact dimensions described in purchase package.
- Each sign must have at least ten equally spaced grommets – one on each corner (three on each corner with tabs recommended) and four in the middle.
- **Windscreen material is required** to decrease the likelihood of chain-link fence bowing.
- Medford Parks and Recreation reserves the right to approve sign design, content and location.
- **Sponsors own their signs and thus are responsible for the printing costs.**