

**SPONSORSHIP CONTRACT**  
**Cow Creek Band of Umpqua Tribe of Indians**

THIS AGREEMENT is made and entered into in duplicate this May 18, 2016, by and between the **CITY OF MEDFORD**, Oregon, a municipal corporation of the State of Oregon, hereinafter termed "CITY" and **Cow Creek Band of Umpqua Tribe of Indians**, hereinafter termed "SPONSOR."

**I. DESCRIPTION OF SPONSORSHIP**

**Parks Uncorked Title Sponsor - \$3,500**  
**Theatre in the Parks Title Sponsor – \$3,000**  
**Firecracker Overnighter Adult Slowpitch Softball Tournament Sponsor**  
Exhibit A – Sponsorship Descriptions and Exposures  
Exhibit B – Temporary Permit for Banner Placement in a City Park  
Exhibit C – U.S. Cellular Community Park Promotional Opportunities  
Exhibit D – Program Guide Ad Specifications

**II. PAYMENT TERMS**

\$6,500 cash to be paid in full by July 1, 2016  
- \$3,500 to Medford Parks & Recreation Foundation  
- \$3,000 to Medford Parks & Recreation  
36 room vouchers to Seven Feathers Resort to be paid by June 1, 2016

**III. DURATION OF SPONSORSHIP**

This sponsorship term will be effective for one calendar year, beginning on June 1, 2016 and ending on May 31, 2017. SPONSOR will maintain first right of refusal on the aforementioned sponsorships and must confirm renewal in writing to CITY no later than March 31, 2017.

**IV. NONCOMPETITION AND NONSOLICITATION.**

A. CITY agrees that during the term of this Agreement, CITY shall not enter into any sponsorship agreement regarding Parks Uncorked, Theatre in the Parks, Firecracker Overnighter Tournament (the "Events") with any person or entity that is competitive or adverse to the Sponsor without the written consent of SPONSOR. CITY further agrees that CITY shall not enter into any other agreement regarding the Events, which would permit the advertisement or sponsorship of an event or other activity at CITY's facilities by any person or entity that is competitive or adverse to the Sponsor without the written consent of the Sponsor. A person or entity shall be considered to

be competitive or adverse to Sponsor if that person or entity maintains a facility for gambling, or proposes to maintain a facility for gambling, not including bingo or similar games operated by a charitable entity, within 200 miles of CITY's facility located at 701 N. Columbus Ave. Medford, Or. 97501.

B. In the event of any breach of this Section IV by CITY, CITY agrees that a breach of any covenant set forth in this Section IV would result in irreparable injury, harm, and damage to Sponsor for which Sponsor would have no adequate remedy at law, and CITY and Sponsor each further agree, in the event of any violation or breach of any provision of this Section IV, Sponsor shall be entitled to an immediate injunction and restraining order to prevent such violation or continuing violation, without having to prove damages, and any such violation may be enjoined through proper action filed in a court of competent jurisdiction.

C. CITY and Sponsor each agree that all restrictions in this Section IV are necessary and fundamental to the protection of Sponsor's interests, and are reasonable and valid, and CITY waives all defenses to the strict enforcement of Section IV of this Agreement. If any term, provision, or restriction is held to be illegal, invalid or unenforceable in any respect, such finding shall in no way affect the legality, validity or enforceability of all other provisions of this Section IV. CITY agrees that any such unenforceable term, provision, or restriction shall be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

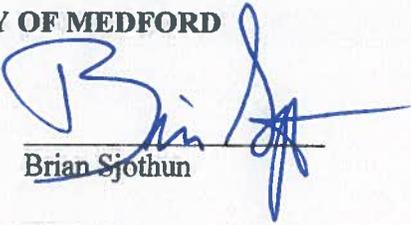
V. INDEMNIFICATION

SPONSOR shall indemnify, defend and hold harmless CITY from any liability, cost or damage arising out of its activities regarding the display of banners at Santo Community Center Gymnasium and at U.S. Cellular Community Park.

IN WITNESS WHEREOF, CITY and SPONSOR have caused this contract to be executed for and on their behalf by their duly authorized officer(s) on the day and year first above written.

**CITY OF MEDFORD**

By

  
\_\_\_\_\_  
Brian Sjothun

Title Director

**COW CREEK BAND OF UMPQUA  
TRIBE OF INDIANS**

By

  
\_\_\_\_\_  
John McCafferty

Title Business Operations Officer

**Cow Creek Band of Umpqua Tribe of Indians:**

Roseburg:  
2371 NE Stephens  
Roseburg OR, 97470

Medford:  
40 S. Central Ave.  
Medford, OR 97501  
(541) 622-8577

Contact: Jill Thomey [jthomey@cowcreek.com](mailto:jthomey@cowcreek.com)

**Medford Parks & Recreation Dept:**

Santo Community Center  
701 North Columbus Ave  
Medford, Oregon 97501  
(541) 774-2407 Contact: Chris  
Shaul

[chris.shaul@cityofmedford.org](mailto:chris.shaul@cityofmedford.org)

g

## **Exhibit "A"**

### **Sponsorship Descriptions and Exposures**

**Parks Uncorked Title Sponsorship – June 3**

This is the top sponsorship level for the event and will entitle the company to the following benefits:

- Title sponsorship mention and prominent sponsor logo on all public service announcements regarding the event that will air on Radio Medford stations and through Charter Media.
- Large company logo and link to website on the Medford Parks & Recreation Foundation website.
- Company logo in the Fall 2015 Parks & Recreation Program Guide that honors sponsors from the event. This guide is distributed to every address in the Medford mailing zone. 42,000 copies printed and distributed.
- Prominent company logo on all printed materials for the event; tickets, flyers, posters, media advertising, event programs and place cards.
- One company banner at event, with a maximum size of 4' x 8' each. Additional presence is negotiable.
- Six – 3.5' x 12' mesh company banners to hang at U.S. Cellular Community Park for one year. □ Ten tickets to the event and a reserved table.

**Theatre in the Park Title Sponsorship – Aug. 9, 16, 23**

This program will include 3 performances of "You're a Good Man Charlie Brown." Performances will be fully costumed w/ amplified sound. They are performed by the Collaborative Theatre Project. This is the top sponsorship level for the event and will entitle the company to the following benefits:

- Title sponsorship mention and prominent sponsor logo on all public service announcements regarding the event that will air on Radio Medford.
- Prominent Logo on all print advertising for Theatre in the Park including posters, fliers, banners, etc.
- Logo in the Spring Summer Program Guide as the title sponsor of Theatre in the Parks.
- Sponsor will be mentioned on all social media outlets promoting the event.
- Sponsor may display a 4' x 8' vinyl banner at each event. Banner will be placed in prominent location.
- Sponsor may have a booth/presence at each event and will be allowed to make an announcement before/after each show as well as provide coupons, giveaways, etc.
- Two – 3.5' x 12' mesh company banners to hang at U.S. Cellular Community Park for one year.
- Annual ¼ page Cow Creek ad in the Parks & Recreation Program Guide. Three issues per year. Distribution of 40,000+ to homes and businesses.

### **Firecracker Overnight Tournament Sponsor – June 25, 26**

This is our very popular overnight adult softball tournament. Seven Feathers will be recognized as the presenting sponsor and entitled to the following benefits:

- Sponsor logo incorporated into tournament logo
- Logo on championship t-shirts, trophies and any other tournament prizes
- Sponsor ad printed on back of Tournament Passes distributed to spectators
- Distribution of sponsor promotional materials to all participants
- Sponsor name and logo on all tournament materials including schedule, standings and website ([www.sportsmedford.com](http://www.sportsmedford.com))
- Sponsor ad included as an attachment on emails to teams prior to the tournament (ad must be received at least two weeks before tournament).
- Sponsor may be present during the tournament. One 10 x 10 tent or booth space will be permitted at the event.
- 2 – 3.5' x 12' mesh banners at U.S. Cellular Community Park for one year.

## **Exhibit “B”**

### **TEMPORARY PERMIT FOR BANNER PLACEMENT IN A CITY PARK**

The CITY OF MEDFORD hereby grants to Cow Creek Band of Umpqua Tribe of Indians (Sponsor), permission to use portions of the city property described as **OUTFIELD**

**FENCES** for temporary placement of ten 3.5' x 12' banners at U.S. Cellular Community Park. This permit is subject to the following conditions:

1. This permit is only for the time of June 1, 2016 – May 31, 2017. Any extension of time must be approved in writing.
2. This permit only authorizes banner size and location as set forth in this Exhibit A. Specifications are provided in Exhibit C.
3. If City later adopts a general ordinance regulating issuance of permits such as this, Sponsor 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. Before hanging banners on City property described herein, Sponsor 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.
5. Sponsor 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.
6. Sponsor shall at its own cost and expense maintain its banners without excessive wear and tear or damage. If a banner's appearance and condition become unacceptable, the City may remove the banner and claim reasonable expenses from Sponsor.
7. Permit is not transferable or assignable.
8. This permit may be revoked at any time by the City without notice. Fees will be refunded pro-rata less administrative costs.

### Exhibit "C"



### U.S. Cellular Community Park Promotional Opportunities

**Signage**

3.5' x 12' banner (outfield, multi-sport)

--- Per Field ---

1 Year 2 Years

\$300 \$540

--- Five Fields ---

1 Year 2 Years

\$1,200 \$2,160

3.5' x 12' banner – preferred location*	\$450	\$810	\$1,800	\$3,240
28" x 70" backstop banner (faces bleachers)	\$150	\$270	\$600	\$1,080
Specialty location or size			Negotiable @ \$10.71/ft <sup>2</sup>	

**Banner Notes:**

- 10% discount for 2-year contract
- Price does not include production cost
- All pricing is based on ground level positioning with the exception of “preferred locations” □ Discounted packages must be paid in cash.
- \* walk-ways, dugouts, above ground, parking-lot view, heavy traffic areas

**Outfield Signage Specifications and Requirements**

- Ground level banners must be exact dimensions described in purchase package
- Each banner must have at least eight equally spaced grommets – one on each corner and two in the middle, top and bottom. (3 corner grommets, and/or corner “tabs” are recommended. They hold up much better in the wind and prevent warping.)
- **Windscreen material is required** to decrease the likelihood of chain-link fence bowing
- Medford Parks and Recreation reserves the right to approve banner content and location
- Sponsors own their banners and thus are responsible for the printing costs

**Other Facilities**

**Santo Gymnasium**

4' x 8' banner.....\$300/year

**For More Information**

Primary Contact:

Chris Shaul

Resource Development Coordinator

541-774-2407

[chris.shaul@cityofmedford.org](mailto:chris.shaul@cityofmedford.org)

**Exhibit “D” Program  
Guide Ad Specifications**



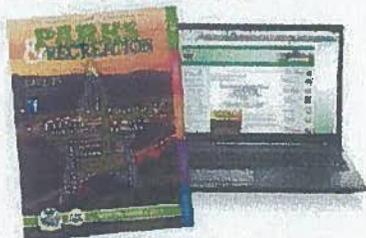
# MEDFORD PARKS & RECREATION

## PROGRAM GUIDE AD RATE/SPEC SHEET

ISSUES & DEADLINES	SPACE RESERVATION	PAYMENT DUE	PRINT/MAIL DATES
WINTER/SPRING January-April	December 1	December 7	December 15-30
SUMMER May-August	April 1	April 7	April 15-30
AUTUMN September-December	August 1	August 7	August 15-30

### ABOUT THE MEDFORD PARKS & RECREATION PROGRAM GUIDE

The businesses that advertise help make our programs possible. Published three times a year, the Parks & Recreation Program Guide is direct-mailed to over 42,000 households with additional copies distributed at all Medford Parks and Recreation facilities, Medford Public Schools, the Medford Chamber of Commerce, the Medford Public Library and other public institutions in Jackson County. The publication can also be viewed online at [www.playmedford.com](http://www.playmedford.com).

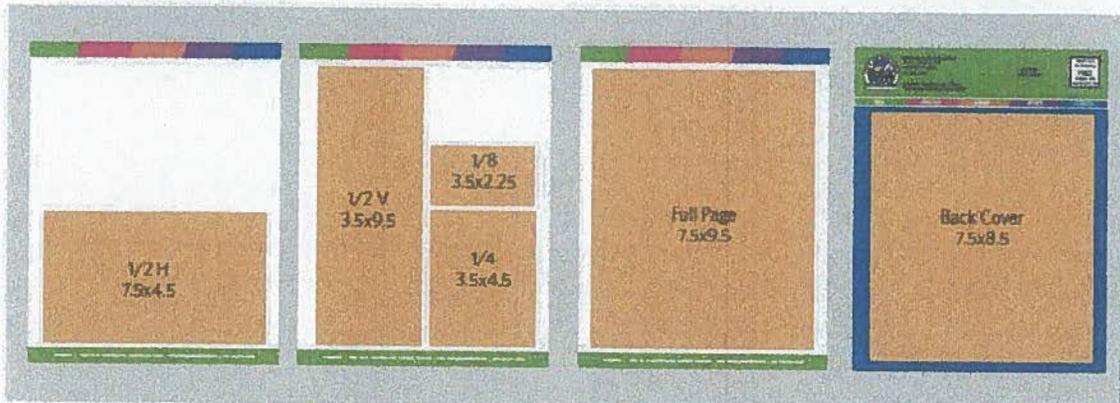


**Ad Submission:** Please create full color ads in CMYK at 300 dpi. Submit electronically in PDF file format to: [chris.shaul@cityofmedford.org](mailto:chris.shaul@cityofmedford.org)

### RECEIVE A 28% DISCOUNT FOR ANNUAL SPONSORSHIPS!

INSIDE COVER				SPECS
	Color	Color Annual		
	1x	3 Issues	Per Issue	W x H
Full Page	\$1,500	\$3,375	\$1,125	7.5" x 9.5"
1/2 Page	\$750	\$1,688	\$563	3.5" x 9.5"
1/4 Page	\$375	\$844	\$281	3.5" x 4.5"
1/8 Page	\$188	\$422	\$141	3.5" x 2.25"
BACK COVER				
Full Page	\$1,800	\$4,050	\$1,350	7.5" x 8.5"
INSIDE PAGES				
Full Page	\$1,125	\$2,531	\$844	7.5" x 9.5"
1/2 Page V	\$563	\$1,266	\$422	3.5" x 9.5"
1/2 Page H	\$563	\$1,266	\$422	7.5" x 4.5"
1/4 Page	\$281	\$633	\$211	3.5" x 4.5"
1/8 Page	\$141	\$316	\$105	3.5" x 2.25"

**Design Services:** Prices are for camera ready artwork. If you need help with design we can put you in touch with our design services provider.



To place an ad or to sponsor a program, contact Chris Shaul at 541-774-2407 or [chris.shaul@cityofmedford.org](mailto:chris.shaul@cityofmedford.org)