

LITHIA/COMMONS SPONSORSHIP AGREEMENT

3-1-2016

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: **3/1/2016**

Term Of Agreement: **Effective Date to 2/28/2017**

Renewal or First Refusal Right:

<input checked="" type="checkbox"/>
<input type="checkbox"/>

 Right to renew
Right of first refusal

Sponsorship Fee: **\$20,000**

Exhibits Attached:

<input checked="" type="checkbox"/>

 Exhibit A – Park Block Programming
Exhibit B – In-Kind Advertising, Marketing and Promotions
Exhibit C – Sponsor Benefits
Exhibit D – Permit for Banner Placement
Exhibit E – Banner Specifications
Exhibit F – Program Guide Specifications

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 \$20,000 for the 2016 programming year.
- b. Advisory role in selection of 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.
- 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 November 31, 2016.

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. Help maintain and promote "The Commons Medford" Facebook Page.
- vi. Lithia sponsored events 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. Medford Parks and Recreation's website – www.playmedford.com
 - 3. Social Media – Medford Parks and Recreation Department's Facebook page, Instagram and Twitter.
 - 4. Banners, poster, fliers distributed throughout Medford and displayed at park venues.

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:

Lithia-Sponsored MPRD-Managed Program/Event	Frequency	Description	Sponsorship Cost
Drop-in enrichment and fitness programs	Seasonal and year-round outdoor activities	Proposed programs include yoga, tai chi, pilates, crossfit, lunch-and-learn, mobile recreation.	\$1,100
Evening concert series	Summer Concert Series July-August	Medford Parks & Recreation will provide a minimum of 14 free concerts during the summer. At least 8 concerts will be performed at the stage in Pear Blossom Park. Lithia will be a "Concert Sponsor" for each concert, as defined in Exhibit C.	\$10,500
Winter Lights Festival	Saturday Dec 3, 2016	Annual holiday tree lighting and entertainment	\$6,000
Hanging Flower Baskets	Spring - Summer seasonal	Seasonal flower basket displays from May through October. Includes all maintenance and installation/removal of 16 baskets.	\$2,400

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Exhibit B

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:

MPRD-managed Program	LAD Services/Materials Provided	Estimated Value
Drop-in enrichment and fitness programs	Included as part of Lithia's "Live Well, Work Well" program	\$500 - \$1,000
Concert Series	Integrated marketing package* and brand identity (logos, copy, art) and printed materials TBD	\$1,500 - \$3,000
Winter Lights Festival	Integrated marketing package* and brand identity (logos, copy, art) and printed materials TBD	\$1,500 - \$3,000
Two Kiosks	Production and design of five panels per kiosk, at least four times per year	\$1,000
Pole Banners	Update/replacement of street light pole banners/flags promoting Winter Lights Festival and Concerts in the Common Blocks.	\$1,500

*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.

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Exhibit C

Sponsor Benefits

Benefits include:

- Program Naming Rights to the Following Programs:
 - "Happy Hour" or "Commons" Concert Series
 - Summer Evening Concert Series – Bear Creek Park (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).
- Mention and/or logo on all social media promotion of sponsored events
- Mention and/or logo prominent and visible in all applicable TV/radio 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 all Concerts on Pear Blossom Stage.
 - 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:

- Twelve 3.5' x 12' banners promoting Lithia, Inc. or 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.
- Two 4' x 8' vinyl banners promoting Lithia, Inc. or events and programs at The Commons displayed at the Santo Community Center gymnasium for the duration of this contract.
- Annual advertisement in the Medford Parks and Recreation Program Guide. Three issues per year, full color, ½ page area.

LITHIA COMMONS SPONSORSHIP AGREEMENT

Exhibit D

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 twelve 3.5' x 12' mesh banners as well as temporary placement of two 4' x 8' vinyl banners in the SANTO CENTER GYMNASIUM. Contract is subject to the following provisions:

1. This permit is only for the time of [March 1, 2016 – February 28, 2017]. Any extension of time must be approved in writing.
2. This permit only authorizes banner size and location as set forth in Exhibit C.
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.

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Exhibit E



Banner Specifications & Promotional Opportunities

U.S. Cellular Community Park

- 3.5' x 12' mesh banner (outfield, multi-sport)
- 3.5' x 12' mesh banner – preferred location*
- 28" x 70" backstop banner (faces bleachers)
- Specialty location or size
- (All sizes are height x width)

---- Per Field ----		---- Five Fields ----	
1 Year	2 Years	1 Year	2 Years
\$300	\$540	\$1,200	\$2,160
\$450	\$810	\$1,800	\$3,240
\$150	\$270	\$600	\$1,080
Negotiable @ \$10.71/ft ²			

Santo Gymnasium

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

Banner Notes:

- 10% discount for 2-year contract
- **Price does not include production cost**
- All pricing is based on ground level positioning.
- Discounted packages must be paid in cash.
- * walk-ways, dugouts, 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 (2 additional grommets and/or plastic tabs in each corner are recommended. They hold up much better in the wind and prevent ripping).
- **Windscreen material is required** for fence banners to decrease the likelihood of wind damage.
- 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

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Exhibit F



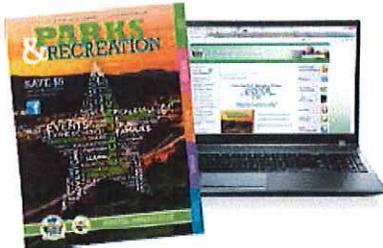
MEDFORD PARKS & RECREATION

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.



Ad Submission: Please create full color ads in CMYK at 300 dpi. Submit electronically in PDF file format to: chris.shaull@cityofmedford.org

RECEIVE A 25% DISCOUNT FOR ANNUAL SPONSORSHIPS!

INSIDE COVER				SECS
	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 Shaull at 541-774-2407 or chris.shaull@cityofmedford.org