

**ROGUE CREDIT UNION EVENT SPONSORSHIP AGREEMENT**

**1/1/2016**

This Sponsorship Agreement is made between Rogue Credit Union 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.

Event: **Movies in the Park**, as more fully described in Exhibit A.

Effective Date: **January 1, 2016**

Term Of Agreement: **Effective Date to December 31, 2016**

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

Sponsorship Fee: **\$10,000**

Exhibits Attached:  Exhibit A – Movies in the Park Program  
 Exhibit B – Sponsor Benefits  
 Exhibit C – Temporary Permit for Banner Placement in a City Park  
 Exhibit D – Banner Specifications at U.S. Cellular Community Park

Addresses for Notice: **Rogue Credit Union:**

Rogue Credit Union Financial  
Center  
1370 Center Drive  
Medford, OR 97501-7941  
Attention: Jeanne Pickens,  
Senior Vice President of Marketing

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

## **MOVIES IN THE PARK SPONSORSHIP AGREEMENT**

This Sponsorship Agreement is made between **Rogue Credit Union ("RCU")** and the **City of Medford ("City")**.

Rogue Credit Union desires to sponsor the City of Medford's "Movies in the Park" program. In exchange for sponsorship, and as more specifically set forth herein, the City will grant RCU exclusive rights to call the program "Rogue Credit Union Movies in the Park, Presented by Medford Parks and Recreation Department."

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. RCU Rights and Obligations.**

- a. Pay a sponsorship fee of \$10,000.00 for the 2016 summer season.
- b. Right of first refusal to sponsor Movies in the Park in 2017.
- c. Right to use Picnic Pavilion for two hours prior to start of the movie.
- d. Advisory role in selection of movies, subject to City approval.
- e. Right to set up one 16' x 16' kiosk/tent for business and advertising purposes at each movie.
- f. Right to conduct promotional activities during movie nights, subject to City approval.
- g. Provide at least 3-5 able-bodied volunteers for each movie to aid in setting up the movie screen.
- h. Must notify City in writing of intent to renew or decline renewal by November 30, 2016.

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

- a. Provide community parks on ten dates set forth in Exhibit A.
- b. Provide a Parks and Recreation Department liaison during Movie Nights.
- c. Provide a 15' x 20' inflatable screen, projector, and audio equipment for the public performance of each movie.
- d. Set up, operate, and remove screen, projector, and audio equipment
- e. Purchase all picnic and barbeque supplies for the four neighborhood picnics.
- f. Clean up after each movie and picnic.
- 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. Provide a schedule in the Summer Program Guide as well as online and on social media promoting the event and the sponsor.
- j. City retains ultimate approval of movie selections.

- k. City will advertise the "Movies in the Park " program and corresponding picnics as follows:
  - i. Design and publish brochure that includes "Rogue Credit Union Movies in the Park".
  - ii. Distribute press releases for each weekly movie showing.
  - iii. Design and distribute 200 posters featuring "Rogue Credit Union Movies in the Park".
  - iv. Make brochures available from May through August each season.
  - v. Brochures will contain other Parks and Recreation Department activities.
  - vi. Provide sponsor banners for on-site advertisement of the series at the park, subject to RCU approval.
  - vii. Use Parks & Recreation webpage as well as social media to promote the series on a regular basis.
- l. City will order and pay for movie rentals.

### **3. Indemnification**

Rogue Credit Union 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 death or bodily injury to persons or damage to property caused solely by the negligence of the employees of RCU or misrepresentation or breach by RCU.

### **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.

Rogue Credit Union

City of Medford

By:   
\_\_\_\_\_  
Jeanne Pickens,  
Senior Vice President of Marketing

By: \_\_\_\_\_  
Brian Sjothun,  
Parks & Recreation Director

Date: 4/8/2016

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

# ROGUE CREDIT UNION EVENT SPONSORSHIP AGREEMENT

## Exhibit A

### Movies in the Park Program

The Program shall consist of the following minimum elements:

#### **Section 1. Description**

The Program is a series of at least eight family oriented movies performed on Saturday evenings that is free and open to the public. The movies shall be as mutually agreed by the parties. Four of these movies will include a barbecued dinner and will be held at four neighborhood parks as mutually agreed on by parties.

#### **Section 2. Title**

Rogue Credit Union Movies in the Park

#### **Section 3. Site**

Bear Creek Amphitheater, (located within Bear Creek Park), Medford, Oregon, as well as additional suitable park locations reasonably acceptable to Rogue Credit Union.

#### **Section 4. Date**

The date of each movie shall be eight of the following evenings: June 18, 2016, June 25, 2016, July 9, 2016, July 16, 2016, July 23, 2016, July 30, 2016, August 6, 2015, August 13, 2015, August 20, 2016 and a reschedule date of August 27, 2016.

#### **Section 5. Sponsorship Fee**

Rogue Credit Union shall pay the Sponsorship Fee of \$10,000 before the start of the Event on June 1, 2016. The City will invoice.

#### **Section 6. Banners.**

Park flags at Bear Creek Park to be designed with Rogue Credit Union as title sponsor of series. Production costs are not included in sponsorship fee and are the responsibility of Rogue Credit Union. Rogue Credit Union may design these banners.

## **ROGUE CREDIT UNION EVENT SPONSORSHIP AGREEMENT**

### **Exhibit B**

#### **Sponsor Benefits**

##### **Title Sponsor Benefits**

Exclusive Title Sponsorship of the 2016 Rogue Credit Union Movies in the Park Series

Benefits include:

- Movie Series Naming Rights – name and logo included in the title
- Rogue Credit Union Banner displayed on movie screen at all movies.
- Sponsor's name and logo on all printed materials including banners, posters, Program Guide color spread, fliers, website ([www.playmedford.com](http://www.playmedford.com)), and social media.
- Name and logo prominent and visible in all applicable media promotions
- Booth presence permitted at every movie
- Recognition at start and end of all movies. Representatives of Rogue Credit Union may make announcements or conduct giveaways during these times. Announcements can include up to a 60 second commercial that will be played at the start of every movie.
- Exclusivity. There are no other sponsors receiving advertising from this event.

##### **Additional Benefits Offered to Rogue Credit Union:**

- Ten 3.5' x 12' mesh banners displayed at ground level on the fields at U.S. Cellular Community Park (USCCP). See terms in Exhibit C and Specifications in Exhibit D.
- Rogue Credit Union may place additional site banners or table coverings at the four picnics at neighborhood parks as mutually agreed upon by both parties.
- Rogue Credit Union may reserve Jackson Pool on one summer date for a private event for up to four hours. MPRD will provide lifeguards, use of Park and Play equipment and the barbeque owned by MPRD. Rogue Credit Union will provide food and staff to facilitate the barbeque portion of this event.

## **ROGUE CREDIT UNION EVENT SPONSORSHIP AGREEMENT**

### **Exhibit C**

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

The CITY OF MEDFORD hereby grants to Rogue Credit Union (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, 2016 – December 31, 2016]. 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.

**ROGUE CREDIT UNION EVENT SPONSORSHIP AGREEMENT**

**Exhibit D**



**Banner and Signage  
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 ----

**1 Year    2 Years**

\$300    \$540

\$450    \$810

\$150    \$270

Negotiable @ \$10.71/ft<sup>2</sup>

---- Five Fields ----

**1 Year    2 Years**

\$1,200    \$2,160

\$1,800    \$3,240

\$600    \$1,080

**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