



CITY OF MADEIRA SPONSORSHIP AGREEMENT

Agreement made this _____ day of _____, 20__ between the City of Madeira, a municipal corporation under the laws of the State of Ohio (“City”), AND _____ (“Sponsor”).

1. Sponsorship Acknowledgement

In consideration of the promises and sponsorship herein, the City hereby provides to sponsor acknowledgement via the following methods: _____

2. Term of Sponsorship

This Sponsorship shall extend for _____

(term of event, program or production)

3. Goods, Service or Financial Contribution Provided by Sponsor

In return for aforementioned acknowledgement, sponsor shall provide the City

and remit with signed agreement.

4. Sponsorship Subject to Approval by City

Extent of sponsor acknowledgement will be determined by the City and is outlined above. Sponsorships are subject to the provisions in the City of Madeira Sponsorship policy document (Exhibit A).

5. Indemnification.

Sponsor agrees to indemnify the City, its agents, employees and officials for and defend them against all actions, claims, demands, loss or expense of any kind or nature which the City its agents, its employees and officials shall incur or sustain by reason of any claim, demand, investigation, or litigation resulting from messages displayed on sponsorship devices by or at the request of Sponsor, including but not limited to, claims, demands, or litigation alleging that the messages or activities are defamatory, constitute illegal competition or trade practice, contain infringement of trademarks or trade names, or constitute violation of rights of privacy or infringements of copyrights



and proprietary rights, notwithstanding the City's prior inspection of any sponsorship material and the City's failure to object to its display. This provision shall survive any cancellation or termination of this Agreement.

6. Assignment of Agreement

This Agreement shall not be assigned to a third party.

7. Waivers

Failure of either party to object to any default, or to any other act or omission of the other, which is in violation of the terms of this Agreement, shall not be deemed a waiver of the right to object to any subsequent default, act or omission, whether similar or dissimilar.

8. Tax Disclosure

While technically a public entity and an Ohio political subdivision, the City of Madeira is not a tax-exempt charitable entity, pursuant to Section 501(c)(3) of the Internal Revenue Code. Accordingly, Sponsor expressly acknowledges that its payment of all sponsorship costs arising hereunder should not be considered or claimed as a tax-exempt donation by Sponsor. Further, Sponsor affirms that the City of Madeira has made no express or implied representations with respect to any tax benefit(s) and/or right to claim charitable deductions in connection with Sponsor's payment of any sponsorship costs. Sponsor further acknowledges its responsibility to consult its own tax advisors for purposes of evaluating the tax consequences of entering into this sponsorship agreement.

8. Laws Governing Agreement.

This Agreement is to be governed by the laws of the State of Ohio.

City of Madeira

Sponsor

Michael Norton-Smith
City Manager

Date: _____

Name: _____

Title: _____

Company Name: _____

Telephone: _____

Email: _____

Date: _____