



# GROVELAND COMMUNITY SERVICES DISTRICT SPONSORSHIP APPLICATION FORM

ORGANIZATION OR INDIVIDUAL'S NAME	AUTHORIZED CONTACT	TELEPHONE	FAX
STREET ADDRESS		EMAIL	OTHER CONTACT INFO
CITY, STATE, ZIP		FEDERAL TAX ID NUMBER	NUMBER OF YEARS IN BUSINESS
TYPE OF ORGANIZATION (CHECK ONE): CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> TRUST <input type="checkbox"/>			

PLEASE LIST/DESCRIBE THE SPONSORSHIP OPPORTUNITY YOU ARE APPLYING FOR (ATTACH ADDITIONAL PAGES IF NEEDED)

PLEASE LIST/DESCRIBE THE MEDIA ATTACHED TO THIS FORM AND HOW IT IS INTENDED TO BE USED IN THE SPONSORSHIP OPPORTUNITY (ATTACH ADDITIONAL PAGES IF NEEDED)

PLEASE LIST HERE IF THE FUNDS ASSOCIATED WITH THE SPONSORSHIP ARE TO BE RESERVED FOR A SPECIFIC PURPOSE OR PROGRAM. IF THEY ARE NOT RESERVED HERE THEY WILL BE CONSIDERED UNRESERVED AND SHALL THEN BE ACCESSIBLE FOR USE BY THE DISTRICT.

PLEASE ANSWER THE FOLLOWING QUESTIONS BY CHECKING "YES" OR "NO":

- HAVE YOU FULLY READ AND UNDERSTAND THE GROVELAND COMMUNITY SERVICES DISTRICT'S SPONSORSHIP POLICY? YES\_\_\_ NO\_\_\_
- ARE YOU THE AUTHORIZED PARTY PERMITTED TO ENTER INTO A LEGAL BINDING FINANCIAL AGREEMENT? YES\_\_\_ NO\_\_\_
- DOES YOUR COMPANY OR PRODUCT(S) MEET ALL GCSD'S ADVERTISING QUALIFICATIONS AND ARE THEY FREE FROM ANY DISCRIMINATING CONTENT? YES\_\_\_ NO\_\_\_
- HAVE YOU PROVIDED A SAMPLE COPY OF THE LOGO OR MEDIA TO BE ADVERTISED WITH AN APPROVED APPLICATION? (SIMPLY UPLOAD LOGO TO OUR WEBSITE; OUR SERVICES TAB, PARKS). YES\_\_\_ NO\_\_\_
- DO YOU FULLY AGREE THAT THIS SPONSORSHIP PROGRAM DOES NOT CONSTITUTE AN ENDORSEMENT OF YOUR BUSINESS, PRODUCTS, OR VIEWS OF THE APPLICANT? YES\_\_\_ NO\_\_\_
- DO YOU AGREE AND UNDERSTAND THAT YOU MAY NOT USE THE GCSD'S, DISTRICT BUILDINGS OR GROUNDS, OR DISTRICT EMPLOYEES TO ADVERTISE OR ENDORSE THE PRODUCTS AT ANY TIME OTHER THAN THE LOCATIONS APPLIED FOR IN THIS APPLICATION, AND THAT FAILURE TO DO SO IS GROUNDS FOR IMMEDIATE TERMINATION OF THE SPONSORSHIP AND YOU AGREE TO WAIVING ALL RIGHTS AND FINANCIAL COMPENSATION FOR FAILURE TO COMPLY? YES\_\_\_ NO\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THANK YOU FOR SUPPORTING GROVELAND COMMUNITY SERVICES DISTRICT!!**

## FOR DISTRICT USE ONLY

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ PAYMENTS RECEIVED: \_\_\_\_\_

DATE REVIEWED BY DISTRICT STAFF: \_\_\_\_\_  APPROVED  DENIED

AUTHORIZED CONTACT NOTIFIED OF DECISION BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

# GROVELAND COMMUNITY SERVICES DISTRICT

## SPONSORSHIP AGREEMENT

THIS AGREEMENT, is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_(hereinafter the “Sponsor”) and the Groveland Community Services District.

THE PARTIES AGREE AS FOLLOWS:

### I. Objective of the Agreement

The Sponsor has expressed its desire to sponsor Movies in the Park. The sponsorship shall be operated and shown in accordance with this agreement and the Groveland Community Services Policies, Procedures and Guidelines. In consideration for said sponsorship, Sponsor shall pay GCSD the sum of \$\_\_\_\_\_.

### II. Performance, Role and Responsibility of the Sponsor

- a. Sponsor shall prepare and provide to GCSD all necessary media to execute this Agreement at no cost to the District. All media is subject to review and approval of the District in accordance with the terms of this agreement and related policies, procedures and guidelines. Sponsor shall directly pay for the cost of the signage necessary to execute this Agreement in addition to the overall sponsorship amount.
- b. Sponsor understands and agrees that GCSD Policy #804.6 – Sponsorships and all rules and regulations contained therein are incorporated herein by this reference and shall be a part of this agreement and must be complied with by Sponsor.

### III. Performance, Role and Responsibility of the District

In consideration of the payment of the sponsorship fee, the District shall provide the following:

- a. *Based on the sponsorship level that the sponsor has selected the District will provide acknowledgement of sponsorship at the Movies in the Park event including but not limited to the following; business logo or sponsors name on the big screen, business logo on Movies in the Park page of District website, social media recognition, logo on movie posters and flyers as well as lawn signs at event.*
- b. *Other opportunities shall be considered on a case-by-case basis.*

### IV. Term

The term of this Agreement shall be for the Summer Movie Series of May 20\_\_\_\_through September 20\_\_\_\_. However, the parties reserve the right to cancel this Agreement, with or without reason or cause, on thirty (30) days written notice to the other party. Should this agreement be terminated without cause, the District shall return to Sponsor a prorated amount of the sponsorship fee paid by Sponsor.

### V. Indemnifications

Sponsor hereby agrees to hold harmless, defend and indemnify the District, its agents and employees from and against any and all claims, liability, demands, causes of action, damages, costs and attorney fees arising from this Agreement, and to the delivery of sponsorship hereunder, except to the extent that any such claim or demand arises from or is caused by the negligence or willful misconduct of the District, or District employees.

VI. Non-Endorsement/No Agency

Sponsor agrees that all written material and items in connection with this Agreement does not imply that Sponsor is endorsed by the District or any of its employees and will not communicate that the District is endorsing Sponsor or its products or services in any way. Sponsor further agrees that it has no right to act on behalf of the District in any way as a result of entering into this agreement.

VII. Miscellaneous

- a. Modifications. Except as may otherwise be expressly stated in this Agreement, all modifications to this Agreement shall be in writing and signed by both parties.
- b. Waiver. The waiver of any term, provision or condition of this Agreement by either party shall not be construed to be a waiver of any other term, provision or condition.
- c. Assignability. Neither party’s rights nor obligations under this Agreement may be transferred, conveyed or assigned without the express prior written consent of the other party.
- d. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by mail to the home office of the Sponsor or the District, as appropriate.
- e. District Influence. Sponsor shall not have any right or expectation of right to control or influence any District operations or decisions as a result of this agreement.
- f. “Make Good Activity”. If any of the recognition activities identified in Section III hereof do not occur as contemplated due to unforeseen circumstances beyond the control of the District, the parties may mutually agree upon a "make good activity" to compensate for the non-occurrence of the scheduled activity.
- g. Complete Agreement. This agreement is the complete agreement between the parties hereto. This agreement supersedes any and all prior agreements, discussions or other communications of any kind.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement:

SPONSOR

GROVELAND COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Representative

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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