

ATTACHMENT "A"
"SAFETY TOWN"
SPONSORSHIP AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS AGREEMENT made and entered into this _____ day of _____ 2008, by and between the Southlake DPS Citizens Association (SDCA), a non-profit organization, and _____, hereinafter called the "Sponsor."

WHEREAS, The City of Southlake (hereinafter referred to as "City") is actively seeking to construct a Safety Town facility in Bicentennial Park; and

WHEREAS, the purpose of Safety Town is to promote safe practices for children within the community through educational programs and interactive facilities; and

WHEREAS, the SDCA desires to support the City's efforts in constructing Safety Town by promoting sponsorship opportunities at Safety Town; and

WHEREAS, the Sponsor wishes to contract with SDCA for the right to be a sponsor of the Safety Town;

NOW, THEREFORE, in consideration of the promises, terms and conditions set for the below, the parties hereby agree as follows:

1.0 TERM OF AGREEMENT

- 1.1 The term of the Sponsorship shall begin when the Sponsorship fee is paid in full to SDCA.
- 1.2 The Sponsorship term ends as delineated on the attached "Exhibit A" and is dependant upon the sponsorship opportunity entered into unless this Agreement is terminated according to the terms listed in Section 6.0 of this Agreement.
- 1.3 The Sponsor shall have right of first refusal to renew this sponsorship Agreement at the expiration of this Agreement unless the Agreement is terminated as provided in Section 6.0 of this Agreement.

2.0 SPONSORSHIP FEE

- 2.1 In consideration of the grant of the sponsorship rights under this Agreement, the Sponsor shall pay to SDCA the sponsorship fee referred to in "Exhibit A"

3.0 SPONSOR RIGHTS/RESPONSIBILITIES

- 3.1 Sponsor shall have the right to use the image of Safety Town and the component it is sponsoring for promotional and/or advertising purposes during the Term of this Agreement. If this Agreement is terminated pursuant to Section 6.0 herein, the right to use the image of Safety Town and the component sponsored shall immediately cease.
- 3.2 Sponsor acknowledges that by accepting this sponsorship neither the SDCA, nor the City Southlake is endorsing the Sponsor's products, services or business activities.
- 3.3 Sponsor represents and warrants that it is free to enter into this Sponsorship Agreement without violating the rights of any third party, and that its advertising does not infringe the copyrights, trademarks, patents, or any other intellectual property and/or proprietary rights of any third party.

4.0 SCDA RIGHTS/RESPONSIBILITIES

- 4.1 The SDCA grants the Sponsor the sponsorship benefits set out in Attachment A for the term of this Agreement.
- 4.2 The SDCA and the City shall recognize the Sponsor's sponsorship in a manner acceptable to the City in advertising and promotional material produced, published, broadcast, displayed or exhibited by the SDCA or the City with respect to Safety Town.
- 4.3 Sponsor agrees that the SDCA and the City's right to use Sponsor's name shall survive the termination of this Agreement as to any advertising or promotional material already in existence at the time of the termination.

5.0 INDEPENDENT CONTRACTOR

- 5.1 The SDCA and the Sponsor shall act as, and shall be independent contractors in all aspects of this Agreement. Sponsor shall not be deemed an employee, agent or partner of the City or SDCA. Neither party shall have the authority to make binding representations on behalf of the other

6.0 TERMINATION OF CONTRACT

Cancellation by Notice. Either party may terminate this Agreement at any time for any reason with a thirty (30) days written notice. Upon termination, SDCA shall make a pro rata refund for the amount of time left on the term of the Agreement.

IN WITNESS THEREOF, two (2) identical counterparts of this Agreement, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

SPONSOR

SDCA

By:

By:

Print Name

Print Name

Title

Title

BUSINESS NAME

ADDRESS

PHONE

Date of full receipt of payment

