

*fully executed***ORDINANCE NO. 53-17**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO SPONSORSHIP AND SPONSOR AGREEMENTS WITH PARTNER MARKETING LLC FOR THE PURPOSE OF FINDING PERSONS AND COMPANIES WHICH DESIRE TO PLACE SPONSORSHIPS INSIDE THE MEDINA RECREATION CENTER.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Sponsorship and Sponsor Agreements with Partner Marketing LLC for the purpose of finding persons and companies which desire to place sponsorships inside the Medina Recreation Center.
- SEC. 2:** That a copy of the Agreements are marked Exhibit A and B, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: April 24, 2017

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 25, 2017

SIGNED: Dennis Hanwell
Mayor

Sponsorship Agreement

This Agreement (the "Agreement") entered into this 1ST day of MAY, 2017, by and between the City of Medina (hereafter sometimes referred to as "City") at 132 North Elmwood Avenue, Medina, Ohio 44256 and Medina City Schools Board of Education (hereafter sometimes referred to as "Medina Schools" or "BOE") at 739 Weymouth Road, Medina, Ohio 44256 and Partner Marketing, LLC (hereafter sometimes referred to as "PM"), 334 Koontz Rd., Wadsworth, OH 44281.

Recitals

WHEREAS, the Medina City Schools is the owner of the Medina Recreation Center ("REC"); and

WHEREAS, the Medina City Schools Board of Education has a lease agreement with the City of Medina for certain use of the Medina Recreation Center located at 855 Weymouth Rd, Medina, OH 44256 by the City of Medina; and

WHEREAS, City and Medina Schools desires to continue the place sponsors inside the Medina Recreation Center; and

WHEREAS, PM desires to obtain sponsors for the City of Medina and Medina Schools and desires to cause sponsors to be placed in the Medina Recreation Center; and

WHEREAS, the City of Medina and Medina Schools desire to retain PM as their exclusive agent to obtain and place sponsors inside the Medina Recreation Center, and PM desires to be the exclusive agent for this purpose.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

I. Responsibilities of Partner Marketing, LLC:

1. PM shall have all the duties of finding persons and companies which desire to place sponsorships inside the REC, preparing and executing contracts for sponsorship and for taking necessary steps to prepare sponsors so that all agree the signage is properly placed and approved by the Recreation Advisory Committee (RAC), Medina Schools, and the City of Medina.

2. All payments by sponsors will be paid directly to PM. PM shall pay the City and/or the Medina City Schools pursuant to the payment schedule below (minus any cost of goods or other requirements that any sponsor might require to fulfill any sponsorship). Payments by PM to the City shall be made within thirty (30) days of the previous month's close. A monthly reconciliation report will be provided to the City by PM each month. A copy of the Sponsor Agreement will be provided to the City for final approval.

3. PM shall not assign this contract without *written* consent of the City of Medina and with the consent of the Medina City Schools. City of Medina nor Medina Schools shall assign this contract without the written consent of PM.

4. PM agrees to incur all costs prior to and after a secured agreement between parties. The City and Medina Schools will incur no cost of marketing, development, advertising, selling, managing and/or cost of working with vendors that will be needed to execute this concept.

II. Responsibilities of the City of Medina.

1. PM shall be the exclusive agent for procuring sponsors for the City and Medina Schools at Medina Recreation Center (REC). This includes field house, natatoriums, fitness rooms, track, community rooms, and locker rooms/restrooms. The City and Medina Schools are prohibited from engaging any other person or entity which is in anyway related to procuring sponsors or in any way related to nature and purpose of the rights or responsibilities of this Agreement within the Medina Recreation Center. This excludes any pre-existing agreements such as the "Community Matters" agreement.

2. Any sponsorship leads that come to or are received by the City or Medina Schools in regards to REC sponsorships must be immediately directed to PM to complete sales procurement.

3. The City provides its consent and approval of PM to contract with designers, marketing entities and partners in order to accomplish the goal of selling donations and sponsorships consistent with this Agreement.

4. The City will permit PM to have reasonable access to the REC during operating hours to accomplish the terms of this agreement and to place sponsorships. Upon the advance agreement of the parties, PM may obtain access to the REC outside normal hours of operation.

III. Payment.

1. Payment Schedule and shared net revenue is for each payment for extent of the contracted term. This is defined as the gross contracted amount per month, year or any other time period sold to any sponsor minus all cost of goods associated with fulfilling the agreement which includes the design, fabrication, installation and/or the like. The cost of goods will also include the initial cost of the signage and if in the event signage needs repaired/replaced or maintenance for quality for any reason the repair, replace, and maintenance cost. In the event a sponsor ceases payment for whatever reason both parties would incur the liability of any costs.

	PM Share	City Share
• 1-12 month agreement	50%	50%
• 13-24 month agreement	40%	60%
• 25-36 month agreement	30%	70%
• 37+ month agreement	20%	80%

IV. Term

1. The term of this agreement shall be three (3) years beginning on MAY 1ST, 2017 with a three (3) year mutual agreement extension. Either party can opt out at any time, for any cause or no cause, after a minimum of 180 days of the execution of this initial Agreement and with a 60 day written notice. Any completed sales up to 60th day will be shared per the payment schedule. This includes any sales made that include monthly/yearly payments beyond the 60th day.

V. Sponsor Content

1. The Recreation Advisory Committee (RAC), Medina City Schools, and the City of Medina shall reserve the right to accept or reject any sponsor, sponsorship, including any signage which, by its content, language, or graphics, violates any law, guideline or policy. Moreover, the content of any sponsorship advertising, promotional material, signage, or donor messages shall be subject to approval of the RAC, Medina City Schools, and the City of Medina. The RAC, Medina City Schools, and the City of Medina reserve the right to remove any objectionable advertising, signage, or promotional material.

VI. Partner Marketing, LLC Ownership

1. All sponsorship items, customer lists, signage, websites, domains, phone numbers, collateral, search engines listings, social media sites, process, procedures and related materials generated by PM and its subcontractors for the effort of selling sponsorship on behalf of either the City or Medina Schools is and shall remain the property of PM.

VII. Pricing

1. PM, with the approval of the City, has the ability to determine pricing per any donation level and term. PM has the ability to negotiate pricing and terms per any potential sponsor. This may include bartering with sponsors in the event this will benefit the City in not paying for any given service/product that is deemed of value by the City. The City would be involved with the bartering negotiation. In the event this occurs, the total bartered amount/value will be agreed upon by PM. The cash value and percentage, per the above schedule, will be credited and paid to PM.

VIII. The Parties Further Agree as Follows:

1. In the event of vandalism or destruction of any signage or other items that are included in the sponsor "package" the cost to repair/replace the signage would be shared equally by PM and the City.

2. City, Medina Schools and PM will agree on the space that signage and/or other marketing materials can be placed within the REC.

IX. Miscellaneous

1. The parties agree that the laws of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a court of competent jurisdiction within the State of Ohio.

2. The signatories hereto certify that they have full authority to execute and deliver this Agreement and that it is binding and enforceable in its terms upon the signatories hereto.

3. The foregoing contains all promises and representations by the parties and their agents, is the complete agreement between the parties, and neither party is relying on any other oral or written statement as an inducement to sign this Agreement.

Medina City Schools, Board of Education

By: JM Chambers Date: 05-16-17

Title: Treasurer

City of Medina, MCRC

By: Dennis Hanwell Date: 4-25-2017

Title: Mayor

Partner Marketing, LLC

By: Mark Peters Date: 5-3-17

Title: Owner

Sponsor Agreement

This Agreement is entered into between _____
(hereinafter sometimes referred to as "Sponsor") and Partner Marketing, LLC on this _____
day of _____, 20 ____.

Recitals

Whereas, Partner Marketing, LLC is obtaining sponsors for placement at the Medina Recreation Center located at 855 Weymouth Road, Medina, Ohio 44256, as referenced in this Agreement.

Whereas, Sponsor desires to place itself and sponsor the Medina Recreation Center, as referenced in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Sponsor Commitment. Sponsor is committing to the following:
2. Sponsor Benefits. In exchange for sponsors commitment as referenced herein, Sponsor will receive the following benefits:
3. Term. The term of this Agreement shall be for _____

_____.
4. Sponsor acknowledges and agrees as follows:
 - a. The Sponsor agrees and acknowledges that its benefits are limited to those outlined herein and that Partner Marketing, LLC reserves the right to solicit sponsors and pledges from any other source in exchange for any other benefits or similar benefits.
 - b. The Sponsor agrees and acknowledges that all signs, printed items, and any other items will permit the Sponsor to include its business name, logo, colors, domain name, phone number, and/or e-mail, but no Sponsor may promote a particular item, special, sale, new product, or any similar particular item or issue.

- c. The Sponsor agrees and acknowledges that the Sponsor is prohibited from offering or placing any item and may not promote any item in any particular way which could be interpreted to be offensive to the public, and may not include or promote in any manner any adult entertainment item or theme, or promote or relate in any way to alcohol, drugs, tobacco, religion or political themes. Sponsor further agrees that it must adhere to any and all additional legal guidelines and requirements and any guidelines, rules, and regulations of the City of Medina and the Medina Local School District. Sponsor agrees that it is subject to the approval of the Recreation Advisory Committee (RAC), Medina City Schools, and the City of Medina with respect to the content of any advertising, promotional material, signage, or donor messages as it concerns anything that Sponsor presents at the Medina Recreation Center. The RAC, Medina City Schools, and the City of Medina, reserve the right to remove any advertising, signage, or promotional material.
5. Termination. Partner Marketing, LLC may terminate the Sponsor benefits during the term of this Agreement for cause. In the event of a termination, Sponsor shall not be entitled to the return of any commitment. For purposes of this provision cause shall include the following:
- a. Any breach or anticipated breach of the Agreement;
 - b. Any act of Sponsor which appears negative or detrimental in any public domain;
 - c. A charge or conviction of any crime of Sponsor or any owner, officer, or executive associated with a Sponsor;
 - d. Any failure to comply with the law or government regulations by Sponsor or any owner, officer, or executive associated with a Sponsor.
6. Miscellaneous
- a. Assignment. Sponsor may not assign this Contract or the benefits in any manner.
 - b. Governing Law. Any controversy relating to this Agreement or the transactions contemplated hereunder shall be governed by the laws of Ohio and any related action shall be commenced and maintained in a State or Federal Court in the State of Ohio.
 - c. All materials developed, produced or used under this Agreement are and will remain the property of Partner Marketing, LLC.

SIGNED as of the day and year first written above.

Partner Marketing, LLC:

Sponsor:

Name: _____

By: _____

By: _____

Title of Representative

Title of Representative