

SPONSORSHIP AGREEMENT
City of Riverside
2015 Festival of Lights

THIS SPONSORSHIP AGREEMENT, dated as of 10/13/2015 (this "Agreement"), is made by and between the City of Riverside, a California charter city and municipal corporation herein after "City" ("Owner"), and Mercedes-Benz USA, LLC ("Sponsor").

WITNESSETH

WHEREAS, Owner produces the Festival of Lights event (the "Event") to be held (The "Venue") in Downtown Riverside.

WHEREAS, Owner produces and promotes the Event from November 27, 2015 – January 2, 2016.

WHEREAS, Owner agrees to recognize Sponsor as an "Official Vehicle Sponsor" across all available communication channels and programming through the 2015 event.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, the parties agree as follows:

AGREEMENT

1. Term. This Agreement shall become effective on the date first above written and shall expire on January 2, 2016 unless sooner terminated as hereinafter provided (the "Term").

2. Sponsorship Elements. Sponsor hereby agrees to purchase and Owner hereby agrees to reserve and provide to Sponsor the advertising, marketing and promotional elements set forth in Exhibit A of this Agreement (the "Sponsorship Elements").

3. Sponsor Payment. As full consideration for the Sponsorship Elements reserved and purchased by Sponsor hereunder, Sponsor agrees to pay Owner the total sum of (Forty Thousand Dollars) \$40,000 payable on or before October 1, 2015.

Owner shall have the right to terminate this Agreement in its sole discretion, at any time, for nonpayment or late payment, such termination to be effective immediately upon notice to Sponsor. In the event of such termination, Sponsor shall pay Owner for all advertising and sponsorship elements used and other benefits received under this Agreement.

4. Contacts. The individuals identified on Exhibit B are authorized by Sponsor to make all decisions regarding Sponsor's participation in the Event, Program and Designation.

5. Trademarks.

(a) Sponsor's. Sponsor's trademarks, product identifications, artwork and other symbols and devices associated with Sponsor and Sponsor's products ("Sponsor's Trademarks") are and shall remain Sponsor's property. Owner is hereby authorized to use Sponsor's Trademarks for advertising and promotional purposes in connection with the Event,

Program or Designation. Owner agrees that all advertising and promotional uses of Sponsor's Trademarks are subject to the approval of Sponsor. Sponsor agrees that any material submitted by Owner will not be unreasonably disapproved. Owner's right to use Sponsor's Trademarks hereunder shall be non-exclusive, non-assignable and nontransferable and shall be for the Term of this Agreement only.

(b) Owner's. Owner's trademarks, designs, artwork and other symbols and devices associated with Owner of the Event, Program and Designation ("Owner's Trademarks") are and shall remain Owner's property. Sponsor is hereby authorized to use Owner's Trademarks in advertising and promoting Sponsor's participation in the Event, Program and/or Designation. Sponsor agrees that all advertising and promotional uses of Owner's Trademarks are subject to the approval of Owner. Owner agrees that any material submitted by Sponsor will not be unreasonably disapproved. Sponsor's right to use Owner's Trademarks hereunder shall be non-exclusive, non-assignable and nontransferable and shall be for the Term of this Agreement only.

6. Representations, Warranties and Covenants of the Parties.

(a) Owner's Warranties. Owner represents and warrants that: (i) it has the fullright and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person; (ii) Owner's Trademarks do not infringe the trademarks or trade names or other rights of any other person; (iii) it has all government licenses, permits or other authorizations necessary to conduct the Event, Program and Designation as contemplated in this Agreement; and (iv) it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event, Program and Designation.

(b) Sponsor's Warranties. Sponsor represents and warrants that: (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person; (ii) Sponsor's Trademarks do not infringe the trademarks or trade names of any other person; (iii) it has all government licenses, permits or other authorizations necessary to conduct its business; and (iv) all products furnished by Sponsor, if any, shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purposes.

7. Insurance/Indemnification.

Insurance. Prior to the City's execution of this Agreement, Sponsor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

a. Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Sponsor's indemnification obligations under Section 11 hereof.

b. Ratings. Any insurance policy or coverage provided by Sponsor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance

business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

c. Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

d. Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Sponsor pursuant to this Agreement are adequate to protect Sponsor. If Sponsor believes that any required insurance coverage is inadequate, Sponsor will obtain such additional insurance coverage as Sponsor deems adequate, at Sponsor's sole expense.

By executing this Agreement, Sponsor certifies that Sponsor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Sponsor shall carry the insurance or provide for self-insurance required by California law to protect said Sponsor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Sponsor shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Sponsor is self-insured for such coverage, or (2) a certified statement that Sponsor has no employees, and acknowledging that if Sponsor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Sponsor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Sponsor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Sponsor. The City, and its officers, employees and agents, shall be named as additional insureds under the Sponsor's insurance policies.

i. Sponsor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent Sponsor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

ii. Sponsor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Sponsor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Sponsor's performance of this Agreement, which vehicles shall include, but are not limited to, Sponsor owned vehicles, Sponsor leased vehicles, Sponsor's employee vehicles, non-Sponsor owned vehicles and hired vehicles.

iii. Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with

City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

iv. The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Sponsor will be considered primary and not contributory to any other insurance available to the City.

Indemnification. Except as to the negligence or willful misconduct of the City, Sponsor shall indemnify and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including reasonable attorneys' fees, which arises out of, or is related to, or is in any manner connected with, the exhibit space occupied by Sponsor, or anyone employed by or working under Sponsor, and from all claims by anyone employed by or working under Sponsor for services rendered to Sponsor in the performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Sponsor or of anyone employed by or working under Sponsor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

It is expressly acknowledged that Sponsor shall not in any way be responsible for, or liable for, any claims, including claims for personal injury or death, damages, expenses or costs arising directly or indirectly from (i) any activities associated with the 2015 Festival of Lights Celebration, including, without limitation, the public's use of the ice skating rink, regardless of whether such activity is conducted by the City or a third party; or (ii) the negligence or willful misconduct of the City, its employees, contractors, agents or other participating sponsors. It is expressly acknowledged by the parties that the City and not Sponsor is responsible for maintaining the ice skating rink.

8. Termination.

(a) Without prejudice to any other right or remedy available to Owner at law or in equity, Owner may terminate this Agreement immediately by delivery of notice to Sponsor at any time if any of the following events shall occur: (i) Sponsor shall (1) make an assignment for the benefit of creditors, (2) be adjudicated bankrupt, (3) file a voluntary petition in

bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("Bankruptcy Law"), (4) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within thirty (30) days or (5) shall apply for or permit the appointment of a receiver or trustee for its assets; (ii) Sponsor shall fail to perform under any provision of this Agreement and shall have failed to cure such default within ten (10) days after it received written notice of such default from Owner; or (iii) any of the representation or warranties made by Sponsor in this Agreement shall prove to be untrue or inaccurate in any material respect.

(b) Without prejudice to any other right or remedy available to Sponsor at law or in equity, Sponsor may terminate this Agreement immediately by delivery of notice to Owner at any time if any of the following events shall occur: (i) any of the events described in subparagraph (a(i)) above shall occur with respect to Owner; (ii) Owner shall fail to perform under any provision of this Agreement and shall have failed to cure such default within ten (10) days after it shall receive written notice of such default from Sponsor; or (iii) any of the representations or warranties made by Owner in this Agreement shall prove to be untrue or inaccurate in any material respect.

9. Cancellation. If the Event, Program or Designation are fully or partially cancelled, Owner and Sponsor shall negotiate in good faith (i) a refund corresponding to the value of the rights or benefits not provided as determined by the parties so long as Sponsor has paid a fee or provided other value to Owner pursuant to paragraph 4 above; and/or (ii) a payment by Sponsor to Owner for any and all benefits received by Sponsor with respect to advertising and/or sponsorship elements described under this Agreement prior to such cancellation. If any of the terms and conditions of this Agreement are not fulfilled, in whole or in part, due to any act of God or force majeure, extraordinary action of the elements, riots, strikes, weather, flood, fire, war and acts of government, labor dispute or similar causes beyond the control of the parties, then the obligations of the parties hereto shall be excused during such times as and to the extent that performance of such is prevented by any occurrence or act beyond their respective control and not due to their fault or negligence.

10. Compliance. Owner is obliged to refrain from doing anything that might render Owner or its employees or any external persons assigned by it in the context of the Agreement liable to prosecution for fraud, embezzlement, insolvency crimes, illicit granting of benefits, bribery or acceptance of bribes, or other corruption crimes. In case of violation of this obligation, Sponsor shall be entitled to terminate any and all agreements with Owner immediately. Furthermore, Sponsor shall be entitled to retain the remuneration due for the agreement and to claim reimbursement of the remuneration paid, to the extent that there is reasonable suspicion that Owner has used or has intended to use the remuneration in connection with an actual or intended violation of its obligation under this agreement. Notwithstanding the foregoing, Owner and its employees shall comply with all laws and regulations applicable to the business relationship with Sponsor.

11. Records/Audit. Owner shall, throughout the term of this Agreement and for a period of six (6) months after the Agreement's expiration or termination ("Audit Period"), keep up-to-date records with respect to this Agreement, including, but not limited to, documentation of all payments made, or benefit conferred by Sponsor and all benefits provided to Sponsor.

During said Audit Period, Sponsor shall be allowed to examine Owner's relevant accounts and records at a mutually convenient time during regular business hours.

12. Assignment. Neither party hereto may assign or transfer this Agreement or any interest herein (including, but not limited to, rights and duties of performance), nor shall the same be assignable by operation of law, without the prior written consent of the other party, which consent may not be unreasonably withheld.

13. Survival. Should any court of competent jurisdiction find any provision of this Agreement to be unenforceable or invalid, then such provision shall be ineffective to the extent of the court's finding without affecting the enforceability or validity of this Agreement's remaining provisions.

14. Governing Law. The validity, interpretation and construction of this Agreement, and all other matters related to this Agreement, shall be interpreted and governed by the laws of the State of California.

15. Headings. The headings used herein are for convenience purposes only and shall not be used to construe the meaning of this Agreement in any respect.

16. Relationship of the Parties. The parties hereto are independent contractors, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment or agency relationship between the parties hereto.

17. Entire Agreement. This Agreement, including Exhibit A, constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written and oral. This Agreement may be amended only by a writing signed by the party against which enforcement is sought.

18. Notices. Whenever notice is to be served under this Agreement, service shall be made by United States mail, facsimile transmission, or electronic mail. Notice shall be effective only upon receipt by the party being served. All notices shall be sent to the addresses listed below:

To Owner:

City of Riverside
3580 Mission Inn Avenue
Riverside, CA 92501
Attn: Meghan Hunt, Project Coordinator (Arts & Cultural Affairs Division)
Email: mhunt@riversideca.gov
Fax: 951-826-5615

To Sponsor:

Mercedes-Benz USA, LLC
3860 N. Lakewood Blvd.
Long Beach, CA 90808
Attn: Bob Yeatman
Fax: 562-497-7698
Email: bob.yeatman@mbusa.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Owner:

City of Riverside

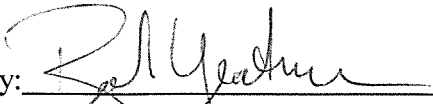
By: _____


Name: _____

Title: _____

Sponsor:

Mercedes-Benz USA, LLC

By: _____

Name: _____

Title: RG M WEST.

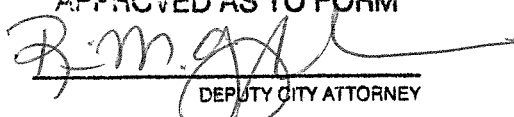
APPROVED AS TO FORM

DEPUTY CITY ATTORNEY

Exhibit A –Sponsorship Benefits

Sponsorship Elements

Owner shall provide the following rights to Sponsor during the Term of this Agreement:

2015 FESTIVAL OF LIGHTS SPONSORSHIP

BENEFITS: FOR THIS LEVEL (\$40,000 for 2015 Festival of Lights)

The Sponsor will receive the following benefits in exchange for the sponsorship fee:

- Display of Vehicles. Sponsor shall have four (4) of its vehicles displayed at (2) two separate locations during the entire Switch-on Ceremony weekend, which shall be held on Friday, November 27, 2015 through Sunday, November 29, 2015. Sponsor shall be responsible for the drop off and pick up of the vehicles. Sponsor shall also be responsible for the security of vehicles during the Switch-on Ceremony weekend.
 - On Friday, November 27, 2015, there shall be two (2) vehicles displayed at two (2) separate locations on Mission Inn Avenue. Each separate location will have a booth.
 - (ii.) On Saturday, November 28, 2015 and Sunday, November 29, 2015, there shall be two (2) vehicles and a booth displayed on Mission Inn Avenue and (2) vehicles and a booth displayed on Main Street.
- Ice Rink. Sponsor's name and artwork shall be printed and displayed on two (2) dasher board signs located at the Ice Rink situated on the Main Street Pedestrian Mall for the entire Festival (November 27, 2015 – January 2, 2106). Placement of such dasher board signs shall be mutually approved by City and Sponsor. Sponsor shall also receive twenty (20) complementary Ice Rink tickets.
- Mission Inn Hotel & Spa. Sponsor shall receive three (3) two (2) night stays at The Mission Inn Hotel & Spa.
- Goodie Bags. Sponsor shall receive five (5) 2015 Festival of Lights Celebration goodie bags.
- Co-Branded Logo. Sponsor shall be responsible for the creation of a co-branded Sponsor and City logo ("Co-Branded Logo"). The Co-Branded Logo will be applied to a holiday ornament and used as a promo item to be distributed during the 2015 Festival of Lights Celebration. City shall approve Co-Branded Logo artwork prior to production of holiday ornaments.
- Usage of Sponsor's Name or Trademarks and Sponsor Materials. Sponsor will provide approved logo(s), name(s) and trademark(s) with usage guidelines to City for use in the 2015 Festival of Lights Celebration promotional materials outlined in Section 5a. of this Agreement and any other promotional materials agreed upon by the parties. Sponsor shall own all rights, title and interest in and to all work, product and services created by Sponsor in connection with its sponsorship hereunder. Except as previously provided herein for purposes of carrying out its obligations hereunder, City shall not have any right, title or interest in any copyright, trademark

or any other rights in any such work, product and services produced or performed by Sponsor under this Agreement.

- Press/Media Materials. Sponsor's logo shall appear on all press/media materials distributed by the City in connection with the 2015 Festival of Lights Celebration. Sponsor's logos shall also appear on all floor directional maps placed along the Main Street Pedestrian Mall. Sponsor's logo and noted "Exclusive Vehicle Sponsor" shall be displayed on the City's Festival of Lights website and also on at least three (3) social media postings made by City. Sponsor's logoed GOBO, a projection lighted decal, which shall be provided by Sponsor, shall be installed by the City and turned on nightly for the entire duration of the 2015 Festival of Lights Celebration. The GOBO shall be placed in a tree veering down on the middle of the walking path of Main Street between the Citizens Business Bank and The Mission Inn Foundation Museum.
- Sponsor Public Relations Activities. Sponsor shall have the right to publicize its sponsorship of the 2015 Festival of Lights Celebration during the Term in any and all media. In connection therewith, Sponsor may utilize promotional materials such as pictures, videos and b-roll of the sponsored activities and invite media to attend the 2015 Festival of Lights Celebration. Sponsor's publicity activities shall be subject to the terms of this Agreement.

OBLIGATIONS:

- MBUSA agrees to pay \$40,000 for the benefits listed above. A signed contract and payment is due by October 1, 2015.
- All logos are to be provided to the Owner for marketing communications and are to be created based on the information provided by the Owner.
- All sponsorship fees are non-refundable.

Exhibit B

Contacts

Sponsor Contact Info:

Contact: Bob Yeatman Company: Mercedes-Benz USA, LLC
Title: General Manager, Western Region E-mail: bob.yeatman@mbusa.com
Phone: 562-497-7401 Fax: 562-497-7698
Address: 3860 N. Lakewood Blvd. Suite: _____
(No. P.O. Boxes)
City: _____ State: CA Zip: 90808

Sponsor Contact Info:

Contact: Jill Martinette Company: Mercedes-Benz USA, LLC
Title: Regional Marketing Manager E-mail: jill.martinette@mbusa.com
Phone: 562-497-7430 Fax: 562-497-7698
Address: 3860 N. Lakewood Blvd. Suite: _____
(No. P.O. Boxes)
City: Long Beach State: CA Zip: 90808

Owner Contact Info:

Contact: Meghan Hunt Company: City of Riverside, Arts & Cultural Affairs Division
Title: Project Coordinator E-mail: mhunt@riversideca.gov
Phone: 951-826-5663 Fax: 951-826-5615
Address: 3580 Mission Inn Avenue Suite: _____
City: Riverside State: CA Zip: 92501