

SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF RIVERSIDE AND SKANSKA USA INC.
(2015 Festival of Lights)

THIS SPONSORSHIP AGREEMENT (hereinafter this "Agreement") is entered into this 14th day of August, 2015, by and between the City of Riverside, a California charter city and municipal corporation (hereinafter "City"), and SKANSKA USA INC., a New York corporation (hereinafter "Sponsor")

RECITALS

WHEREAS, the City is a Title Sponsor of the The Mission Inn Hotel & Spa's Festival of Lights Celebration and provides significant financial and in-kind assistance with the production of the Festival of Lights Celebration which begins the day following Thanksgiving Day and concludes on the day following New Years Day; and

WHEREAS, funding to support the annual Festival of Lights Celebration is substantially augmented through a sponsorship program, which is administered by the City; and

WHEREAS, Sponsor wishes to participate in the sponsorship program as a Participating Sponsor of the 2015 Festival of Lights Celebration; and

WHEREAS, in consideration for being a Participating Sponsor, Sponsor will receive certain advertising, promotional exposure, designated ice rink privileges and other sponsorship benefits for the 2015 Festival of Lights Celebration.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Sponsorship. This is a one-event, Ten Thousand Dollars (\$10,000), sponsorship agreement. Sponsor does hereby agree to provide a lump sum payment of \$10,000 as set forth herein (hereinafter "Sponsorship Fee").
2. Payment. The payment of the Sponsorship Fee is to be made by Sponsor on or before October 1, 2015. In consideration, City agrees to provide to Sponsor those benefits specified in Section 4, below, prior to and during the 2015 Festival of Lights Celebration.
3. Term. The term of this Agreement shall commence on the date first written above and the Agreement shall remain in effect until January 2, 2016, (hereinafter "Term"), unless otherwise terminated pursuant to the provisions herein.
4. Benefits to be Provided to Sponsor. The following Participating Sponsorship benefits are to be provided to Sponsor by the City prior to and during the 2015 Festival of Lights Celebration:

- a. Ice Rink. Sponsor shall be called the “North Pole Ice Rink Sponsor” in all publicity and marketing materials. Sponsor’s name and logo shall appear on ice rink signs at the ticket box and various locations around the ice rink. Sponsor’s name and logo shall also be printed and displayed on one (1) dasher board sign 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 display three (3) Ice Rink ads for the duration of the Festival.
 - b. Ice Skate Night. Sponsor shall create and distribute, subject to City’s approval, marketing handouts to each skater at the Ice Rink ticket box on Monday – Thursday for the entire Festival. Sponsor shall provide City with proofs of the marketing handouts on or before November 20, 2015 for review and approval.
 - c. Night Ice Rink Participation Space. Sponsor shall share information about their service/product with Festival visitors at a booth location near the Ice Rink on Monday – Wednesday for the entire Festival.
5. 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.
 - a. 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 “North Pole Ice Rink 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.
 - b. 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.

6. 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 4 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.
7. City's Name and Logo. City will provide approved logo(s), name(s) and servicemark(s) with usage guidelines to Sponsor for use in connection with Sponsor's promotional and media materials regarding its sponsorship of the 2015 Festival of Lights Celebration. Except as previously provided herein for purposes of carrying out its obligation hereunder, Sponsor shall not have any right, title or interest in any logo(s), name(s) and servicemark(s) belonging to the City.
8. Approvals. Each party shall provide the other with preview copies of all materials displaying such party's logo(s), name(s) or trademark(s) for written approval (which shall not be unreasonably withheld or delayed), prior to using, displaying or publishing such materials. All materials shall be reviewed within five (5) business days of receipt and shall be deemed approved if such materials have not been rejected within such time period. Approval shall not be required for versions of materials previously approved unless such revisions materially change the creative.
9. Care of Sponsor's Property. City assumes no liability for materials displayed or distributed at the 2015 Festival of Lights Celebration by Sponsor and used by Sponsor or its employees as its Exhibit Space or in other promotional activities that it may engage in while at the 2015 Festival of Lights Celebration.
10. Insurance.
 - a. **General Provisions.** 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' sole expense.
- b. **Workers' Compensation Insurance.** 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.
- c. **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.

11. Indemnity. 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 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.

12. Representations, Warranties and Covenants.

12.1 Sponsor Representations and Warranties. Sponsor hereby represents, warrants and covenants to Owner as follows:

- a. that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Sponsor

herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder;

- b. that this Agreement has been duly executed and delivered by Sponsor and constitutes a valid and binding obligation of Sponsor, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

12.2 Owner Representations and Warranties. Owner represents, warrants and covenants to Sponsor as follows:

- a. that, upon approval by its City Council, it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Owner herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder; and
- b. that this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

13. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

14. Nondiscrimination. During Sponsor's performance of this Agreement, Sponsor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Sponsor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

15. Independent Contractor. Sponsor shall not be considered and is not an agent, employee or contractor of the City.

16. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to

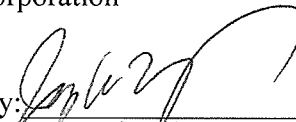
enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

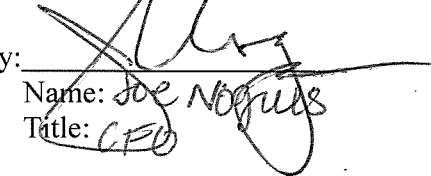
CITY OF RIVERSIDE

SKANSKA USA INC., a New York corporation

By: _____
City Manager

By: 
Name: Jay Weisburger
Title: Director, Communications West

Attest: _____
City Clerk

By: 
Name: Joe Noguera
Title: CFO

APPROVED AS TO FORM:

By: 
Deputy City Attorney