

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“**Agreement**”) is made effective as of this ____ day of _____, 2016 (the “**Effective Date**”), by and between the City of Riverside, a California charter city and municipal corporation and Altura Credit Union, a California corporation (“**Sponsor**”). The City of Riverside and Sponsor may also be referred to as a “**Party**” or as the “**Parties**,” as the context may require.

RECITALS

- A. The City of Riverside Homeless Services Program was established to connect homeless individuals with social services and housing. The City of Riverside has taken a pro-active approach to addressing homelessness in our community partnering with a wide-range of non-profit organizations, social service agencies and faith-based institutions. The City of Riverside has created a centralized environment to provide short-term emergency shelter coupled with a range of complimentary supportive services necessary to assist homeless individuals to achieve housing stability.
- B. Sponsor wishes to support the City of Riverside Homeless Services Program and its mission, and by way of the payments to be made by Sponsor hereunder, to help pay associated operating expenses of the Residential Opportunities, Occupational Training and Services Program.
- C. In consideration of the mutual covenants and promises contained herein, and intending to be legally bound, the Parties agree as follows.

AGREEMENT

- 1) Sponsor Contributions. Sponsor agrees to support the City of Riverside Homeless Services Program and its mission by contributing to the Organization the amount set forth in Exhibit A (the terms set forth on Exhibit A, collectively, the “**Sponsorship Terms**”), with respect to each annual period set forth in the Sponsorship Terms (each such period, an “**Annual Period**”), the amount, in cash or goods and services, indicated in the Sponsorship Terms as applicable to that Annual Period (each such contribution, an “**Annual Sponsorship Contribution**”). Each Annual Sponsorship Contribution shall be made, either in full in a single installment or in multiple installments in accordance with the schedule set forth in the Sponsorship Terms.
- 2) Sponsor Recognition. The Organization will recognize Sponsor as described, and for the term (the “**Term**”), set forth in Exhibit A.
- 3) Advertising and Promotional Material. All advertising and promotional material relating to Sponsor’s status as a supporter of the Organization shall comply with applicable policies, rules and guidelines of the Organization, as well as any Applicable Association Rules (as defined in Section 11(a)). All advertising and promotional materials shall be generated by Organization. Sponsor shall not generate any of its own

advertising or promotional material with respect to Organization, without first obtaining Organization's written approval.

4) Organization Intellectual Property; Rights to Program; Confidentiality.

- a) The Organization owns all rights to the name, logos, trademarks, service marks, trade names, seals, insignia, symbols and decorative designs of the Organization and any derivatives ("**Organization Marks**"). Sponsor may not use any Organization Marks other than in advertising and promotional material as may be permitted pursuant to Section 3.
- b) The Organization owns all rights with respect to its Mission and all other aspects of its operations (collectively, its "**Programs**"), including the content thereof and intellectual property related thereto. The Organization shall control the organization and conduct of the Programs. Nothing in this Agreement will give Sponsor any decision-making role with regard to any Program or any aspect of any Program.
- c) Sponsor agrees not to disclose or to use, directly or indirectly, except as contemplated in this Agreement, any proprietary or confidential data, trade secrets or other information relating to the Organization or its affairs that may be disclosed to, or become known by, Sponsor in connection with the Program or this Agreement.
- d) The Parties agree that damages cannot compensate an aggrieved Party if this Section 4 is violated, and that in such event, injunctive relief shall be essential to protect such aggrieved Party in addition to further relief as may apply at equity or law. Obtaining injunctive relief shall not be considered an election of remedies or a waiver of any right to assert any other remedies.

5) Compliance with Organization Policies and Law.

- a) Sponsor agrees to comply with all applicable Organization policies, rules and guidelines.
 - b) Sponsor (including, if and as applicable, Sponsor's owners, directors, officers and employees) agrees to comply with all applicable U.S. and non-U.S. laws, rules, regulations and other legal requirements in connection with this Agreement.
- 6) Other Sponsorships. Except to the extent expressly provided in the Sponsorship Terms with respect to any one or more benefits declared to be exclusive to Sponsor, nothing in this Agreement shall in any way limit the Organization's current or future activities, programs, relationships, agreements, sponsorships or arrangements of any nature with any other person or entity.
- 7) No Endorsement. Nothing in this Agreement or the performance hereof constitutes, nor shall it be deemed or construed to be, an endorsement by the Organization of Sponsor or Sponsor's actions, products, services or public communications.

8) Termination; Effect of Termination.

- a) Either Party may terminate this Agreement before the end of the Term if the other Party fails to perform any material obligation or violates any material term or condition of this Agreement, and such failure or violation is not cured within thirty (30) days after receipt of a written notice of the breach from the other Party.
 - b) The Organization may terminate this Agreement at any time in its sole discretion without the ability of Sponsor to cure and without liability to Sponsor if Sponsor's activities, products, services or public communications are determined by the Organization to be inconsistent with the Mission.
 - c) This Agreement may be terminated as provided in Section 11.
 - d) Termination of this Agreement in accordance with this Section shall not excuse either Party from performing its respective obligations under this Agreement up to the effective date of such termination or to perform obligations that survive termination. If the Organization terminates this Agreement under paragraph (b) above, or if this Agreement is terminated as described in paragraph (c) above, effective as of any date other than the due date of any Annual Sponsorship Contribution (or, in the case of termination after the final Annual Sponsorship Contribution), the Organization shall reimburse to Sponsor that portion of the last Annual Sponsorship Contribution received in the form of cash and allocable to the period commencing on the due date of such last Annual Sponsorship Contribution and ending on the effective date of such termination, determined on the basis of the number of calendar days included in the entire period for which such Annual Sponsorship Contribution relates and the number of days elapsed.
- 9) Indemnification. Sponsor agrees to defend, indemnify, reimburse and hold harmless the Organization and its Board of Trustees, officers, agents and employees from any and all claims, losses, costs, damages, expenses, demands, causes of action and judgments of any nature, including legal costs (including allocated costs of in-house counsel) and reasonable attorney's fees, arising from or relating to (a) any breach by Sponsor of any provision of this Agreement, or (b) any negligent act or omission of Sponsor or any of Sponsor's officers, agents or employees.
- 10) Force Majeure. If, by any reason of any event of force majeure, either of the Parties is delayed in or prevented from performing any of the provisions of this Agreement (other than the payment of money), then such delay or nonperformance will not be deemed a breach of this Agreement, and no loss or damage will be claimed by either of the Parties by reason thereof; *provided that* the affected Party shall notify the other Party of the force majeure event within 15 days after its occurrence. The term "force majeure" includes, but is not limited to, war, terrorism, fire, flood or other casualty, labor disputes, the enactment of any law or regulation imposing a substantial material impediment to the performance of any of the obligations of the Parties hereunder, or any other cause or event (whether of a similar or dissimilar nature) beyond the reasonable control of the affected Party.

11) Other Limitations.

- a) This Agreement, and the benefits, rights and obligations provided for hereby, are subject to the City of Riverside, City Charter, to which the Organization is subject and that imposes restrictions applicable hereto, in each case, as in effect from time to time during the Term (the “Applicable Association Rules”).
- b) If, during the Term, the Organization determines that this Agreement must be modified in any respect to comply with the Applicable Association Rules or applicable law, the Organization shall so notify Sponsor, and the Parties shall negotiate in good faith to modify this Agreement to preserve, to the extent possible, the benefits intended to be conferred upon each of them as originally drafted. If within thirty (30) days after the date of the Organization’s notice to Sponsor, no modification that is mutually acceptable to the Parties has been agreed upon, then either party may terminate this Agreement without liability to the other except as provided in Section 8. Where the Organization determines that compliance with the Applicable Association Rules or with applicable law will permit the Agreement to remain in effect until the end of the then-current Annual Period, but will require a change in the Agreement if it is to continue beyond the end of the then-current Annual Period, the Organization may terminate this Agreement, effective as of the last day of the then-current Annual Period, by notice to Sponsor given no later than thirty (30) days prior to last day of such Annual Period; provided that, if a modification permitting this Agreement, as modified, to remain in effect in compliance with the Applicable Association Rules and applicable law is negotiated and executed within such thirty (30) day period, then this Agreement shall remain in effect, as so modified.

12) Charitable Contribution. Sponsor agrees to notify the Organization at the time of making any Annual Sponsorship Contribution if it intends to claim a charitable contribution deduction on account of all or any portion of that Annual Sponsorship Contribution, and, in that event, the Parties will cooperate to establish the fair market value of the affected Annual Sponsorship Contribution and the fair market value of the property (if any) and other benefits accorded to Sponsor with respect thereto, and the Organization shall provide Sponsor with such receipt and other substantiation as may at the time be required by the Internal Revenue Service in connection with claiming the contemplated charitable contribution deduction.

13) Miscellaneous.

- a) Independent Contractors. The Parties shall be independent contractors in performing this Agreement. Nothing herein is intended or shall be construed to make either Party the employee, agent, partner or representative of the other, nor shall either Party make any such representation to any third party. Nothing in this Agreement is intended to create, or shall be deemed to have created, a partnership between the Organization and Sponsor, and nothing in this agreement is intended, or shall be deemed, to permit or empower Sponsor to conduct business in the name of the Organization, or to incur or assume any expense, debt, obligation, liability,

tax or responsibility on behalf of or in the name of the Organization or to act on the Organization's behalf or to bind the Organization in any way whatsoever.

- b) Authority of Signatories. Each Party warrants that the individual executing this Agreement on its behalf possesses all requisite power and authority to bind that Party to all of the terms and conditions of this Agreement.
- c) Amendment; Assignment. This Agreement may not be amended or modified, except by written instrument executed by the Organization and Sponsor. This agreement is specific to the Parties, and may not be assigned or sublicensed by Sponsor without the prior written permission of the Organization.
- d) Governing Law. This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.
- e) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) personal delivery, or (iii) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

To the Organization:

City of Riverside
Community & Economic Development Department
3900 Main Street
Riverside, CA 92522

With a copy to:

To Sponsor:

Altura Credit Union
2847 Campus Parkway
Riverside, CA 92507

Notices shall be deemed effective upon receipt or rejection only.

- f) Entire Agreement. This Agreement (including all attachments hereto) constitutes a binding and enforceable agreement representing the entire understanding between the Parties pertaining to the subject matter hereof, and cancels and supersedes any and all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, pertaining to that subject matter. The invalidity of any one provision in this Agreement shall not be deemed to render the whole Agreement invalid.
- g) Survival. The following Sections of this Agreement shall survive the expiration or termination of this Agreement: Section 4 (Organization Intellectual Property;

Rights to Programs; Confidentiality), Section 5 (Compliance with Organization Policies and Law), Section 6 (Other Sponsorships), Section 7 (No Endorsement), Section 8 (Termination; Effect of Termination), Section 9 (Indemnification) and Section 12 (Charitable Contribution).

- h) No Waiver. No forbearance or failure by either Party at any time to insist on performance by the other Party or compliance by the other Party with any condition or provision of this Agreement, or to pursue remedies relating to any breach of this Agreement by the other party, shall be deemed a waiver nor shall any such forbearance or failure to act affect the right at a later time to enforce the same or to pursue related remedies.
- i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one instrument.

END – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF RIVERSIDE,
a California charter city
and municipal corporation

ALTURA CREDIT UNION,
a California corporation

By: _____
City Manager

By: _____
Name
Its:

Attested to:

By: _____
Name
Its:

By: _____
City Clerk

Approved as to form:

By:  _____
Deputy City Attorney

16-0529

EXHIBIT A

Sponsorship Terms

Term: July 1, 2016 through June 30, 2019

Sponsor Payments:

Twenty Thousand Dollars (\$20,000) for first (1st) Annual Period.

Twenty Five Thousand Dollars (\$25,000) for second (2nd) Annual Period.

Thirty Thousand Dollars (\$30,000) for third (3rd) Annual Period.

Each Annual Period commences on July 1, during the Term and ends on the following June 30.

Sponsor agrees to make its Annual Period payment in two installments: (i) one-half on July 15th, and (ii) one-half on January 15th.

Sponsor / City Collaborative Efforts

The parties agree to:

1. Develop a program seeking permanent employment and housing with an opportunity to get a bank account with Altura Credit Union.
2. Work together to develop a design for an sponsor logo credit or debit card for general distribution and use by the Riverside community.

Sponsor Recognition and Term:

Sponsor recognizes that Organization is currently undertaking certain capital improvements to its campus. As a result of these projects, it may be necessary for Organization to modify the sponsorship recognition outlined herein, to comport to Organization's new facilities. In this regard, if Sponsor and Organization are unable to reach agreement on such modifications, either Sponsor or Organization will have the right to terminate this Agreement as contemplated by Section 11 herein.

Year 1 (2016-17)

1) Element:

- a) Association Membership
- b) Marketing
- c) Game Sponsorship

- d) Altura Highlight of the Week – Web and Social media sponsor
 - e) Golf Classic – Apparel Sponsor
- 2) Element: Event Marketing
 - 3) Element: Orientation
 - 4) Element: Board Of Visitors
 - 5) Element: Co-branding– as a partner at this level, Altura will be able to co- brand (with Organization Marketing approval) using the logo, mascot, nickname