

**SPONSORSHIP AGREEMENT
FOR THE FOX PERFORMING ARTS CENTER AND
THE RIVERSIDE MUNICIPAL AUDITORIUM**

THIS SPONSORSHIP AGREEMENT FOR THE FOX PERFORMING ARTS CENTER AND THE RIVERSIDE MUNICIPAL AUDITORIUM ("Agreement") is made and entered into as of this day of February 13, 2013 (~~2014~~) ("Effective Date") by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Owner"), and LIVE NATION WORLDWIDE, INC., a Delaware corporation ("Manager") with reference to the following terms, conditions and obligations.

WHEREAS, Owner and Manager have entered into a Management Agreement dated October 8, 2013 (the 'Fox Management Agreement') for the Fox Performing Arts Center ("Fox Performing Arts Center") and a Management Agreement dated October 8, 2013 (the "Municipal Auditorium Agreement" and, together with the Fox Management Agreement, the "Management Agreements") for the Riverside Municipal Auditorium (the "Riverside Municipal Auditorium" and, together with the Fox Performing Arts Center, the "Venues").

1. Scope.

1.1 **Sponsorship Sales.** Manager has the right to obtain sponsorship (each a "Sponsorship") for any aspects of the use of the Venues during the Term, including but not limited to naming rights (e.g., NIT and NUT). Sponsorship shall be a monetary amount and not in-kind services. All revenue derived from a Sponsorship ("Sponsorship Revenue") shall be distributed to the parties as follows: first, a one-time commission in the amount of 20% shall be payable to Manager, then 40% to Manager, 60% to Owner, after activation and other costs related to the Sponsorship ("Activation Costs"). The one-time commission may be paid out in a lump sum payment or if the Sponsorship is on a payment plan, the commission may be distributed over the course of the payment plan.

1.2 **Management Approval.** In all instances, the Owner has the right to approve any prospective Sponsorships in advance solely to ensure the content will be general public appropriate, such approval not to be unreasonably conditioned, withheld or delayed and, in all circumstances, a response will be provided to Manager in writing (including via e-mail) within ten (10) business days of Manager's submission to Manager for approval.

1.3 **Signage.** Any signs to be installed in connection with a Sponsorship shall be subject to the prior written approval (including via e-mail) of Owner and shall be installed by a sign contractor approved by Owner. Manager shall pay for all sign costs, including installation costs, permits and costs to repair the Venues resulting from the installation or removal of such sign. All such costs are considered Activation Costs and shall be offset from Sponsorship Revenue. Any and all changes to the decor must be first submitted to Owner, in writing (email sufficing), for approval.

1.4 **Long Term Sponsorships.** Unless otherwise agreed in writing by Owner and Manager, no Sponsorship shall have a term expiring after expiration of the Management Agreements. Any Sponsorship that Owner and Manager agree will expire after expiration of the Management Agreements will include a provision permitting the Sponsorship to be assigned to Owner and a provision releasing Manager from all obligations related to the Sponsorship upon such assignment.

2. Term.

2.1 **Term.** The term of this Agreement ("Term") shall, as it related to a Venue, commence upon the Effective Date and shall end co-terminus with the applicable Management Agreement, subject to

the termination provision contained herein. If one Management Agreement is terminated before the other, this Agreement shall continue as it relates to the non-terminated Management Agreement.

2.2 Termination. Owner may terminate this Agreement during the Term based upon Manager's uncured, material default of the terms of this Agreement. If corrective action is not commenced within ten (10) business days after receipt of written notice or such reasonable time given the circumstances and completed within a reasonable time thereafter, then if such default is not cured within thirty (30) days (or if the default is not susceptible to cure within said thirty day period, the Owner does not commence to cure the default within the thirty (30) day period), Owner may terminate this Agreement by written notice to Manager ("Notice of Termination").

3. Accounting / Financial.

3.1 Allocation of Funds and Disbursements of Sponsorship Revenue. By the 15th of each month during the Term, Manager will submit to Owner a report of Sponsorship Revenues. By the 20th of each month during the Term, Manager will pay to Owner Owner's share of Sponsorship Revenue.

3.2 Records. Manager, upon request and five (5) business days notice, shall provide to Owner, all records concerning Sponsorship Revenue. All records must be made available no later than one hundred twenty (120) days after the end of each fiscal year. Manager shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the Manager.

4. Representations, Warranties and Covenants.

4.1 Manager Representations and Warranties. Manager 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 Manager 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 Manager and constitutes a valid and binding obligation of Manager, 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.

4.2 Owner Representations and Warranties. Owner represents, warrants and covenants to Manager 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.

5. Miscellaneous.

5.1 Notices. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should Owner or Manager have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from Manager to Owner shall be given to Owner addressed as follows:

Owner: City of Riverside
3900 Main Street
Riverside, California 92522
Attention: City Manager

and

Riverside Metropolitan Museum
3580 Mission Inn Avenue
Riverside, California 92501
Attention: Museum & Cultural Affairs Director

Manager: Live Nation Worldwide, Inc.
c/o House of Blues Entertainment
7060 Hollywood Boulevard
Hollywood, California 90028
Attn: COO and SVP of Legal Affairs

5.2 Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable, no other provisions of this Agreement shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect pursuant to the terms hereof.

5.3 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California.

5.4 Entire Agreement. This Agreement is the entire agreement of the parties and replaces and supersedes any prior agreements or understandings between the parties.

5.5 Force Majeure. Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

5.6 Compliance with Laws. Manager shall comply with all applicable laws, ordinances, orders, rules, regulations and other governmental requirements relating to the Sponsorships. The

judgment of any court of competent jurisdiction, or the admission of Manager in a proceeding brought against it by any governmental entity, that Manager has violated any such governmental requirement shall be conclusive as between the Owner and the Manager and shall constitute grounds for declaration of default, material breach, forfeiture, and termination of this Agreement by Owner.

5.7 **Non-Discrimination.** Manager herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, that this Agreement shall be performed and is subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account 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 during the performance of this Agreement.

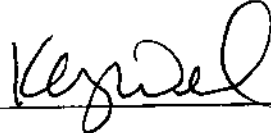
[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF RIVERSIDE

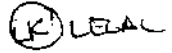
LIVE NATION WORLDWIDE, INC.

By: 

By: 

Name: Stephen H. Badgett

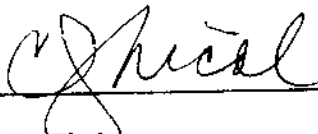
Name: Kathy Willard



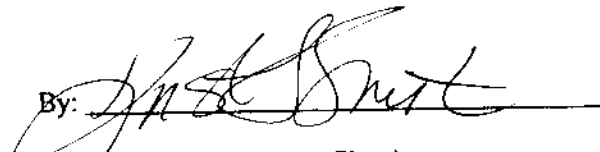
Its: Interim Assistant City Manager

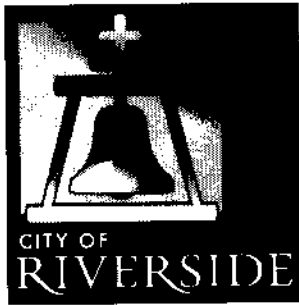
Its: President, CFO and Assistant Secretary

Attested to:

By: 
City Clerk

Approved as to form:

By: 
Supervising Deputy City Attorney



CITY COUNCIL MINUTES

TUESDAY, FEBRUARY 10, 2015, 3 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

City of Arts & Innovation

		G A R D N E R	M E L E N D R E Z	S O U B I R O U S	D A V I S	M A C A R T H U R	P E R R Y	A D A M S
	WARDS	1	2	3	4	5	6	7
Years Along and Upon the Streets of the City of Riverside, was presented and adopted.	Ayes Noes	X	X	X	X	X	X	X
WELLS FARGO SPONSORSHIP - MODEL DEAF COMMUNITY COMMITTEE DEAF AWARENESS WEEK - SUPPLEMENTAL APPROPRIATION The City Council approved the recommendation of Mayor Bailey to (1) accept sponsorship funds from Wells Fargo Bank in the amount of \$1,000 and increase the appropriation in the same amount to Account 0100000-450008 for the Deaf Awareness Week event; and (2) direct Staff Liaison to the Model Deaf Community Committee to send a letter of appreciation to Wells Fargo.								
DONATION OF EMERGENCY FIRE AND POLICE RESPONSE VEHICLES TO SISTER CITY - ENSENADA, MEXICO The City Council approved the recommendation of Mayor Bailey (1) to declare the following Police Department and Fire Department assets as surplus to their needs: (a) B1138 1999 Ford Crown Victoria; (b) C795 2001 Chevrolet Blazer; and (c) C817 2001 Ford Expedition; and (2) authorized the transfer of the B1138 1999 Ford Crown Victoria and C795 2001 Chevrolet Blazer to the City of Ensenada Police Department and Fire Department and Vehicle C817 2001 Ford Expedition to the City of Cuautla Fire Department as a Sister City gift and demonstration of good will.								
SPONSORSHIP AGREEMENT - FOX PERFORMING ARTS CENTER AND RIVERSIDE MUNICIPAL AUDITORIUM The City Council (1) approved the sponsorship agreement with Live Nation Worldwide, Inc., for the Fox Performing Arts Center and Riverside Municipal Auditorium; and (2) authorized the Interim City Manager, or his designee, to execute the agreement and make any non-substantive changes.								
FACILITY USE AGREEMENT - SIPPY WOODHEAD POOL - 2060 UNIVERSITY The City Council authorized the Interim City Manager, or his designee, to execute the Facility Use Agreement with Riverside Aquatics Water Polo (RWP) for the use of Sippy Woodhead Pool located at Bobby Bonds Park 2060 University Avenue, and if applicable, any extensions for a period through September 30, 2016 with an option to extend for additional five year terms.								
POLICE DEPARTMENT HELICOPTER ENGINE OVERHAUL The City Council approved the issuance of a purchase order for the overhaul								

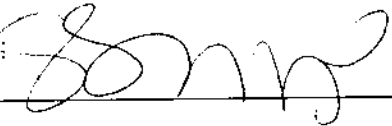
DATE: 1/15/15

CONTRACTOR: Live Nation Worldwide, Inc.

DESCRIPTION: Sponsorship Agreement

DEPARTMENT: Museum & Cultural Affairs

BUDGET ACCOUNT (GL Key and Object):

DEPT. HEAD APPROVAL: 

PLEASE RETURN TO: Nancy Bolt, City Clerk's Office, ext. 4276

RECEIVED

JAN 16 2015

City of Riverside
City Clerk's Office