



2010 Cactus League Sponsorship Agreement

This Peoria Sports Complex Sponsorship Agreement ("Agreement") is entered into this 2nd day of December, 2009, by and between the City of Peoria ("City") and *Celebrity Cruises*, ("Sponsor"), whose address is

Celebrity Cruises
16 Camarin Street
Foothill Ranch, CA 92610
949.697.1140

and
City of Peoria for the **2010 Spring Training Season** at Peoria Sports Complex

City of Peoria agrees that *Celebrity Cruises* shall receive the following:

- Outfield signage (6.5' x 16')
- Full page color ad in "On Deck" program
- Daily PA announcement with qualifier game
 - o Including :15 commercial spot at time of qualifier to increase awareness
 - o Ability to include additional signage in/near game area
- Four (4) first pitch opportunities and exit coupon opportunity*, non-exclusive, game dates are the following:
 - o 3/12- SEA vs KC
 - o 3/15- SD vs SF
 - o 3/25- SD vs CWS
 - o 3/29- SAN vs AZ
- Four (4) tickets to each of ten (10) games, 40 tickets in total
- Cruise line category exclusivity

Celebrity Cruises to provide:

- One 2010 seven (7) night Celebrity Cruise to Alaska for two (2) people in one (1) stateroom
 - o Excludes holiday sailings, taxes, fees and fuel supplement
 - o Intent of promotion plan is to advertise in newspaper, web, and email marketing to support the promotion in WA, Northern CA, NV, UT, and AZ. Signage, displays, and ballot boxes will be featured in 130 AAA offices across five states.

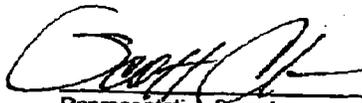
Total Sponsorship payment:	\$11,500
Souvenir Program Artwork due by:	January 4, 2010
Payment in full due by:	January 15, 2010

The undersigned hereby authorizes and directs the City of Peoria to advertise as specified above pursuant to the terms and conditions set forth in this Agreement and in City of Peoria's TERMS AND CONDITIONS set forth on the following page. Sponsor agrees that no promises of any kind not set forth herein shall bind or in any way affect the obligations of the parties to this Agreement. This Agreement shall be non-assignable and non-cancelable by Sponsor upon acceptance by the City of Peoria.

* Certificate of Liability Insurance required per item "r" of TERMS AND CONDITIONS.

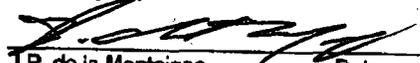
Company Representative:

City Contact:

 1/5/10
 Representative Signatur Date

 1-5-10
 Melissa Melton Date
 Marketing Supervisor

D. SCOTT CLIFTON
 Print Name and Title
 Director of Sales


 J.P. de la Montaigne Date
 Community Services Director

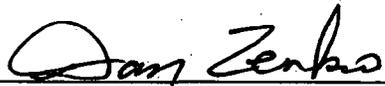
CITY OF PEORIA – TERMS AND CONDITIONS:

- a. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Neither party hereto shall have the authority to bind the other in any respect. Sponsor shall be solely responsible for all wages, income taxes, workers compensation and any other requirements for its employees and personnel.
- b. Sponsor will relinquish all ownership rights to any cash or other property provided and will not charge any costs of sponsorship to the City. Sponsor agrees that any sponsorship property (i.e. gift cards, etc.) left over may be redirected to other programs as determined by the Community Services Director.
- c. Sponsor will not use team or City logos as an incidental benefit of this sponsorship.
- d. Sponsor agrees that it shall provide the City with digital artwork in accordance to specifications provided by the City on or before the date(s) established within this Agreement. If Sponsor fails to do so for any reason, the City, in its sole discretion, may print Sponsor's ad copy previously approved or a non-revenue producing public interest advertisement. There shall be no reduction in the amount due the City of Peoria hereunder in the event of such occurrence.
- e. Sponsor will submit examples of all sponsor-provided items such as advertising artwork, signs, banners, promotional items, t-shirts and other giveaways for prior review and approval no later than 30 days in advance of the event.
 - a. All advertising copy must (i) be suitable for broadcast over national network television pursuant to network guidelines and standards; (ii) will not be lewd, lascivious, vulgar or in bad taste; (iii) will not violate any laws, regulations or ordinances; and (iv) will not violate or infringe upon the rights of any third party.
- f. The City reserves the right, in its discretion, not to accept any advertisement copy provided by Sponsor.
- g. The City reserves the right to limit the amount of space afforded any one advertiser or any category of advertising.
- h. The acceptance by the City of Sponsor's advertisement does not constitute any endorsement of Sponsor's product or service by the City, nor by the teams (or their owners and players) affiliated with the Peoria Sports Complex.
- i. The City shall have the absolute right to designate the location and order of advertising presentations and may relocate or reorder the presentation space or sequence at its sole discretion.
- j. Sponsor shall, at its sole cost and expense, indemnify, hold harmless and defend the City of Peoria, any other publishers, republishers, sellers and/or distributors of the souvenir program in which their advertisement appears and of the advertisement provided by Sponsor from any and all liabilities, damages, costs, expenses (including but not limited to attorney's fees and litigation expenses) and/or claims arising or alleged to have arisen, directly or indirectly, out of the advertising copy provided by Sponsor, whether such claim is based on alleged copyright and/or trademark violation, trade label, obscenity, misrepresentation, misappropriation, unfair competition or otherwise.
- k. Unilateral cancellation of the advertising space purchased by Sponsor pursuant to the terms of the Agreement is not permitted, in whole or in part, either before or after the scheduled closing date for and publication(s) or venue in which Sponsor has purchased advertising space. Any attempt to do so shall not reduce Sponsor's obligations to pay all sums due hereunder.
- l. This Agreement is subject to the provisions of and may be cancelled by the City pursuant to A.R.S. § 38-511 for conflict of interest. In addition, the City, at its sole option, may cancel this Agreement at any time in the event that Sponsor fails to pay the aggregate sums due hereunder, or in the event of any other breach of this Agreement by Sponsor. Upon such cancellation, all costs and damages incurred by the City for Sponsor shall become immediately due and payable.
- m. Sponsor agrees that if for any reason its advertisement does not appear as scheduled, its sole remedy shall be to request the City, at the City's option, to reschedule the advertisement and/or provide a pro rata credit to Sponsor. In no event shall the City or any other party involved in the production, distribution and/or sale of the publication(s) be liable to Sponsor for any special or consequential damages or for loss of profits due to publication or non-publication of an advertisement as submitted.
- n. In the event that events and/or any of the promotional advertising services are prevented or omitted because of war, an act of God, public emergency or necessity, legal restriction, strikes, boycotts, cancellation of Spring Training Baseball, mechanical or electrical breakdowns, or for any other reason beyond the control of the City and the events cannot be rescheduled, Sponsor shall be entitled to a pro rata refund of the fee paid.
- o. Sponsor will be granted the right of first refusal for the following Spring Training season, and Sponsor shall execute that right within 90 days following the current season.
- p. This Agreement shall be interpreted and governed under the laws of the State of Arizona.
- q. This Agreement cannot be amended except by a written agreement signed by the authorized representatives of both parties as specifically referring to this Agreement.
- r. All Sponsors and their affiliates or representatives who will conduct on-site promotional activities will be required to present a certificate of Commercial General Liability insurance with a limit not less than \$1,000,000 general liability and \$2,000,000 general aggregate coverage. The policy must name the City of Peoria as an additional insured.

Celebrity Cruises
2010 Peoria Sports Complex
Cactus League Sponsorship Agreement

Agreement No. A10-151

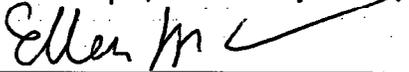
CITY OF PEORIA, ARIZONA
A Municipal Corporation



For Herman Koebergen, Materials Manager
City of Peoria

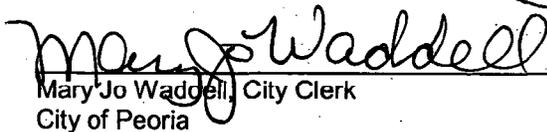
Approved as to form:

Ellen Van Riper, Assistant City Attorney



Stephen M. Kemp, City Attorney
City of Peoria

Attested by:



Mary Jo Waddell, City Clerk
City of Peoria

1-20-10
Date

A CON 02710



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2009

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive
Suite 1100
Miami FL 33131 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

INSURED
ROYAL CARIBBEAN CRUISES LTD
Celebrity Cruises, Inc.
Attn: Bill Fay
Miami FL 33132-2096 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

Holder Identifier :

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HDOG24939133	12/31/2009	12/31/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WLR45710567 workers Compensation -	12/31/2009	12/31/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

Certificate No : 570037252700

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 City of Peoria, Arizona is included as an additional insured under the general liability policy ATIMA with respect to the insured operations and activities at the Peoria Sports Complex.

CERTIFICATE HOLDER

City of Peoria, Arizona
~~Attn: Peoria City~~
 16101 North 83rd Avenue
 Peoria AZ 85382 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Inc. of Florida*