



### 83<sup>rd</sup> Avenue Marquee Advertising Agreement

This Peoria Sports Complex Sponsorship Agreement ("Agreement") is entered into this 28th day of January, 2009, by and between the City of Peoria ("City") and *The Antigua Group, Inc.*, ("Sponsor"), whose address is  
16651 N 84<sup>th</sup> Ave  
Peoria, AZ 85382  
623.523.6000

The City agrees that Sponsor shall receive the following:

- o Marquee advertising from May 1, 2009 through December 31, 2009
- o Advertising will include up to four consecutive slides, approximately four to five words each, (dependent on characters that fit screen)
- o Minimum guaranteed rotation of 15 times per hour, during marquee operating hours
- o Wording must be in good taste, subject to complex management approval
- o Copy changes quarterly if desired. Changes to be submitted in writing at least 15 days prior to date of change.

Sponsor agrees that City shall receive the following in exchange:

- o A one-time discount of 50% on complex staff apparel order (January 2009)

Approximate trade value: \$2,800

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.

Company Representative:

*Daniel Moore*      1/28/09  
 Representative Signature      Date

Daniel Moore  
 Print Name and Title      National Sales Mgr

City Contact:

*M Melton*      1-29-09  
 Melissa Melton      Date  
 Marketing Supervisor

*J.P. de la Montaigne*      \_\_\_\_\_  
 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 libel, 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.

**The Antigua Group, Inc.  
2009 Peoria Sports Complex  
Cactus League Sponsorship Agreement**

**Agreement No. A09-210**

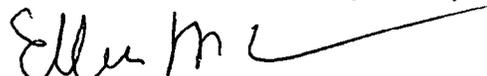
**CITY OF PEORIA, ARIZONA  
A Municipal Corporation**



Herman Koebergen, Materials Manager  
City of Peoria

Approved as to form:

**Ellen Van Riper, Assistant City Attorney**



fe Stephen M. Kemp, City Attorney  
City of Peoria

Attested by:



Mary Jo Kief, City Clerk  
City of Peoria

**A CON 07909**