

SPONSORSHIP AGREEMENT

This SPONSORSHIP AGREEMENT ("Agreement") is made and entered into on _____, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation existing under and by virtue of the laws of the State of Hawaii, with offices at Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813, hereinafter called the "CITY," and _____, whose address is _____, hereinafter called the "SPONSOR."

RECITALS

WHEREAS, the CITY owns and manages _____; and

WHEREAS, the CITY desires to _____; and

WHEREAS, SPONSOR desires to sponsor _____; and

WHEREAS, the CITY and SPONSOR wish to enter into an agreement identifying each parties' respective duties and obligations for the sponsorship.

NOW THEREFORE, in consideration of the foregoing, and subject to the terms and conditions set forth below, the CITY and SPONSOR do hereby agree as follows:

1. The CITY's responsibilities.

a. _____.

b. _____.

c. _____.

[Include any recognition responsibilities to be provided by the City, such as, installation of a plaque that is approved and accepted by the CITY on the property.]

2. SPONSOR responsibilities.

a. _____.

b. _____.

[If applicable, include the use of the CITY logo responsibly and describe the permitted manner(s) of usage or cover in a separate logo usage agreement as appropriate.]

3. Exclusivity of sponsorship. This sponsorship is non-exclusive (or exclusive). The CITY may (or may not) enter into similar agreements with other parties. (Note: All sponsorships for the Honolulu Zoo shall be non-exclusive.)

4. Term. The term of this Agreement shall be for a period of _____ starting from the date of execution, subject, however, to the right of the CITY to terminate this Agreement at any time during the term of

the Agreement when, in the sole determination of the CITY, the sponsorship is no longer in the best interest of the CITY.

5. Damage. The CITY shall not be responsible for any damage or loss, including but not limited to personal injury or death, caused by or arising out of or from SPONSOR's exercise of the rights granted by this Agreement and not caused by the negligence or willful misconduct of the CITY.
6. Indemnity. The SPONSOR shall defend, indemnify, and hold harmless the CITY, its officers, agents, and employees, against all liability, loss, damage, cost and expense, including attorneys' fees, arising out of or resulting from the acts or omissions of the SPONSOR, its directors, employees, officers, agents, or contractors, arising out of or in connection with the sponsorship and the Agreement.
7. Insurance. [Add insurance requirement if applicable here. Consult risk manager if there are any insurance requirements questions.]
8. No Agency or Partnership. Nothing contained herein shall be deemed or construed as creating an agency, partnership, or joint venture relationship between the CITY and SPONSOR, or to cause the CITY to be responsible in any way for the debts or obligations of SPONSOR.
9. No Assignment. SPONSOR's rights and obligations under this Agreement shall not be sold, assigned, conveyed, leased, mortgaged or otherwise transferred or disposed of, directly, indirectly or by operation of law, except with the prior written consent of the CITY. In giving any such consent, the CITY need not release SPONSOR from any liabilities or obligations hereunder.
10. Control of CITY Assets. The CITY does not relinquish any aspect of the CITY's right to direct, manage and control any CITY facility, park, program, equipment, or tangible property.
11. Governing Law and Venue. The provisions of this Agreement shall be interpreted in accordance with the laws of the State of Hawaii as those laws are construed and amended from time to time. All disputes arising out of or relating to this contract shall be subject to the jurisdiction and venue of the State and Federal courts in Honolulu, Hawaii.
12. Compliance with Laws. SPONSOR agrees to and shall comply with any and all applicable laws and rules. Sponsorship recognition, publications, and publicity must conform to all applicable laws and rules, including but not limited to Hawaii Revised Statutes Chapter 445, Part IV, pertaining to outdoor advertising, including billboards, and Revised Ordinances of Honolulu Chapter 21, Article 7, pertaining to sign regulations.
13. Conflict of Interest. The sponsorship must not create a conflict of interest for the CITY; otherwise, the sponsorship shall be deemed null and void.

14. Personal Benefit to CITY Officers or Employees is Prohibited. The SPONSOR must not confer a personal benefit, directly, or indirectly, to any particular individual CITY officer or employee.
15. No Endorsement. Sponsorship shall not be deemed to constitute an endorsement by the CITY of the SPONSOR or its services and products, or create any proprietary interest of the SPONSOR in the CITY or any CITY facility, park, program, equipment or tangible property.
16. Use of CITY's Name, Seal, or Logo. No materials, communications, or advertisements including , but not limited to, print, video, internet, broadcast, or display items developed to promote or communicate the sponsorship, may use the CITY's name, seal, or logo without express prior written approval of the CITY. A sample CITY logo usage agreement is attached as Exhibit A. [If applicable].
17. Intellectual Rights. Sponsor shall be responsible for obtaining all consents related to intellectual property, including trademarks, trade names, and copyrights.
18. Environmental Requirement. Any physical form of sponsorship recognition must blend in with the surrounding environment.
19. No Discrimination. The sponsorship must not discriminate against any person on the basis of race, color, creed, religion, sex, including gender identity and expression, sexual orientation, age, marital status, ancestry, national origin, disability, or any other classification protected under applicable state or federal laws.
20. Prohibited Content. Sponsorship recognition, signage, branding, publicity, and advertising in conjunction with the Agreement must not contain the following:
 - a. Obscenity;
 - b. Pornography;
 - c. Incitement to imminent lawless action;
 - d. Speech presenting a grave and imminent threat;
 - e. Fighting words;
 - f. Fraudulent material;
 - g. True threats;
 - h. Defamatory, libelous, or slanderous material;
 - i. Solicitations to commit, or speech integral to, criminal conduct;
 - j. For sponsorships not involving the Honolulu Zoo or facilities, the promotion of drugs, alcohol, tobacco, gambling, or adult entertainment;

- k. Political campaign speech, or speech that supports or opposes or appears to support or oppose a ballot measure or initiative, or refers to any person in or campaigning for public office; or
 - l. Religious speech that advocates or opposes a religion or religious belief.
21. Prohibited Advertising. Sponsorship materials that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services, or organizations are prohibited.
22. Editorial Control. The CITY retains its rights and discretion to exercise full control over the placement, content, appearance, and wording of sponsorship recognitions, affiliations, and messages.
23. Certifications. The SPONSOR certifies the following:
- a. The SPONSOR does not practice or promote discrimination based on race, color, creed, religion, sex, including gender identity and expression, sexual orientation, age, marital status, ancestry, national origin, disability, or any other classification protected under applicable state or federal laws.
 - b. The SPONSOR does not have any pending or open application with the CITY that requires discretionary approval by the CITY.
 - c. The SPONSOR is not opposing the CITY in any pending or ongoing legal proceeding.
 - d. The SPONSOR has disclosed any known actual or potential conflicts of interest that may exist or arise as a result of this sponsorship.
 - f. For agreements involving the sponsorship of Honolulu Zoo exhibits or facilities, the SPONSOR's business is not substantially derived from the sale or manufacture of tobacco, alcohol or firearms.
24. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous oral or written agreements with respect to the subject matter hereof. Any amendments to this agreement shall be in writing and signed by the parties.
25. Manner of Giving Notice. Notices given pursuant to the provisions of this Agreement or necessary to carry out its provisions shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. The CITY's address for this purpose shall be:
- Director, _____
 Department of _____
 _____,
 _____,

or such other address as may be designated by the CITY in writing. Notices to

SPONSOR shall be addressed to:

or such other address as may be designated by SPONSOR in writing.

24. Severability. The portions of this Agreement shall be severable, and any invalidity, unenforceability, or illegality of any provision or provisions of this Agreement shall not affect any other provision or provisions of this Agreement, and each term or provision of this Agreement shall be construed to be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY AND COUNTY OF HONOLULU	SPONSOR
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE: Director, Department of	TITLE:

CITY AND COUNTY OF HONOLULU
BY:
PRINTED NAME:
TITLE: Director, Department of Budget and Fiscal Services

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel
City and County of Honolulu

STATE OF HAWAII

SPONSOR'S ACKNOWLEDGMENT

STATE OF _____)
) S.S.
_____ COUNTY OF _____)

On this _____ day of _____, _____, before me appeared _____, and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are _____ and _____ of _____ the SPONSOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the SPONSOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the SPONSOR.

(signature)

(Print name)

(Notary Stamp or Seal)

Notary Public, State of _____

My Commission Expires: _____

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: _____

Undated at time
Doc. Date: of notarization No. of Pages: _____ Jurisdiction: _____

Signature of Notary Date of Certificate

(Notary Stamp or Seal)

Printed Name of Notary

CERTIFICATION OF NO CONFLICTS OF INTEREST OR LEGAL PROCEEDINGS

This is to certify that I, _____ am the _____ [position title] of _____ (“Sponsor”), and to the best of my knowledge and belief, pursuant to Revised Ordinances of Honolulu §2-40.7, that the sponsorship for _____ will not create any conflicts of interest between the Sponsor and the City, and the Sponsor does not oppose the City in any pending or ongoing legal proceeding.

CORPORATE SEAL

(Name of Sponsor)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this

____ day of _____, 20____

Doc. Date: _____ # of Pages _____

Notary Name: _____

Doc. Description: _____

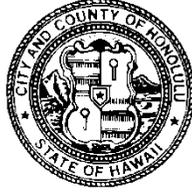
Notary Public, 1st Circuit, State of Hawaii
My commission expires: _____

Notary Signature _____ Date

NOTARY CERTIFICATION

EXHIBIT A

DEPARTMENT OF BUDGET AND FISCAL SERVICES
CITY AND COUNTY OF HONOLULU
530 SOUTH KING STREET, ROOM 208 • HONOLULU, HAWAII 96813
PHONE: (808) 768-3900 • FAX: (808) 768-3179 • INTERNET: www.honolulu.gov



MAYOR

DIRECTOR

DEPUTY DIRECTOR

Date

Vendor: _____

Address: _____

Dear _____:

Subject: Nonexclusive Right to Use the City Seal and Logotype for
Production of _____ (items/event)

All official seals and logotypes of City and County of Honolulu and its agencies ("City") are the sole property of the City and are provided to you solely for reproducing and/or affixing the City seal or logotype on items produced at the direction of the _____ (Entity) for the above stated event, and by doing so you do not acquire any right, title, ownership, license or other interest in the City seal or logotype of the City agencies. Any other use by you of the City seal and logotypes is strictly prohibited.

Unless otherwise requested by the City, you shall return or destroy all samples of proofs, layouts, and any other templates used in the production of the items. If requested by the City, you shall confirm in writing the compliance with these requirements.

Should you have any questions, please have a member of your staff call _____ of the Department of Budget and Fiscal Services, Purchasing Division at 768-____.

Sincerely,

Purchasing Administrator

APPROVED AND ACCEPTED:
(Entity)

AGREED AND ACCEPTED:

By _____
Its

Vendor
Title
Company