**SPONSORSHIP AGREEMENT (EVENT)**

**THIS SPONSORSHIP AGREEMENT** (the “Agreement”) is made this [INSERT DATE] day of [INSERT MONTH], between CITY OF COQUITLAM, a municipal corporation, of 3000 Guildford Way, Coquitlam, BC V3B7N2 (the “City”) and [INSERT COMPANY NAME], Inc. No. ([INSERT BUSINESS NUMBER]), a corporation incorporated under the laws of British Columbia, of [INSERT ADDRESS, CITY AND POSTAL CODE HERE] (the “Sponsor”).

**NOW THEREFORE**, in consideration of the promises contained in this Agreement, the parties agree as follows:

1. **EVENT/PROGRAM DESCRIPTION.**

A. The City wishes to offer to the community an activity known as LIGHTS AT LAFARGE (the “Event”), to be held from November 22, 2024 to February XX, 2025 at Lafarge Lake at Town Centre Park in Coquitlam, BC

B. The Sponsor wishes to support the Event and acquire and make use of certain sponsorship benefits from the City on the terms and conditions set out in this Agreement;

2. **DEFINITIONS**: In this Agreement:

 (a) **“CITY MARKS”** means the City’s trademarks set out in Schedule “B” and any other content, trademarks, official marks or logos that the City may approve from time to time in writing;

 (b) **“SPONSOR MARKS”** means the Sponsor’s trademarks set out in Schedule “B” and any other content, trademarks or logos that the Sponsor may approve from time to time in writing;

 (c) **“SPONSORSHIP AMOUNT”** means the amount, in Canadian currency, payable by the Sponsor to the City as set out in Schedule “B”;

 (d) **“SPONSORSHIP BENEFITS”** means the rights and benefits accruing to the Sponsor in exchange for the Sponsorship Amount, as set out in Schedule “A”;

 (e) **“TERM”** means the period starting on Month Day, 2024 and terminating on Month Day, 2025 unless earlier terminated in accordance with the terms of this Agreement.

3. **TERMS AND CONDITIONS.** The parties agree that the terms and conditions on page 2 of this Agreement form part of this Agreement.

4. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed by the parties in counterparts.

5. **AUTHORITY.** Each party confirms that it has read this Agreement and that the person(s) executing this Agreement on its behalf is (are) authorized to bind that party.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement on the date first written above:

|  |  |
| --- | --- |
| **[INSERT SPONSOR’S LEGAL NAME HERE],**By:  | **CITY OF COQUITLAM,**By: Eric KalninsManager, Economic Development |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorized Signatory | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorized Signatory |

 **TERMS AND CONDITIONS**

1**. SCHEDULES**: The following schedules form part of this Agreement:

Schedule A – Event Summary, Sponsorship Rights and Benefits.

Schedule B – City Marks, Sponsor Marks, Sponsorship Amount and Payment Details

2. **PAYMENT:** The Sponsor will pay to the City the Sponsorship Amount in accordance with Schedule B, together with any applicable municipal, provincial or federal taxes, in respect of the Sponsorship Benefits.

3. **SPONSORSHIP BENEFITS:** In consideration of the Sponsor’s support, upon receipt of Sponsor’s payment of the Sponsorship Amount, the City will provide the Sponsor with the right and benefits described in Schedule A for the duration of the Term, and will provide any other service and rights described in this Agreement.

4. **PUBLICITY:** The Sponsor shall not make, participate in, distribute or cause to permit to be distributed; any announcement, press release, interview, article, story, appearance, marketing material or advisement, whether in print, radio, television, internet or any other medium or media, regarding this Agreement or the Sponsorship Benefits or any aspect of them without the City’s prior written consent.

5. **TRADEMARK AND LOGO USE:**

(a) **Grant of Licence by the Sponsor:** For the mutual benefit of the parties, the Sponsor hereby grants to the City a non-exclusive, non-transferable, non-assignable, royalty-free, worldwide licence to display, distribute, and reproduce the Sponsor Marks for the purpose of this Agreement.

(b) **Grant of Licence by the City**: For the mutual benefit of the parties, the City hereby grants to the Sponsor a non-exclusive, non-transferable, non-assignable, royalty-free, worldwide licence to display, distribute, and reproduce the City Marks for the purpose of this Agreement.

(c) **Limitation:** Neither party will use of the other party’s Marks for a purpose other than expressly set out in this Agreement, and will not use the other party’s Marks in any way which might jeopardize or dilute the other party’s proprietary interest in or the validity of the Marks. Neither party will alter, modify or change the other party’s Marks in any manner.

(d) **Proprietary Rights:** The parties acknowledge and agree that their rights are limited to those of licensee, and that the other party as licensor owns all right, title, and interest in or to its Marks. The licensee agrees that the Marks are and will remain the exclusive property of the licensor, and that any benefit and goodwill associated with the use of the Marks by the other party will ensure solely to the Marks’ owner.

6. **INDEMNITY:** The Sponsor shall, during and after the Term, indemnify and hold harmless the City of its elected officials, officers, employees, volunteers, agents, representatives, successors, and assigns from and against any damages, liabilities, costs and expenses that any of them may incur if the City’s reproduction, use or display of the Sponsor Marks in accordance with this Agreement infringes, violates or misappropriates any third party’s intellectual property rights.

7. **DISPUTE RESOLUTION:** The parties will make good faith efforts to resolve any dispute under or relating to this Agreement through reasonable negotiations. If a dispute cannot be resolved through such reasonable negotiations within a commercially reasonable period, the parties may initiate such proceedings or pursue such other remedies as they deem appropriate.

8. **TERMINATION OF AGREEMENT:**

(a) **Expiration of Term:** Subject to subsections 8(b) and 8(c), this Agreement will be in effect for the Term and will terminate automatically when the Term expires.

(b) **Without Cause:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

(c) **With Cause:** The City may terminate this Agreement immediately, upon giving written notice of such termination if:

(i) the Sponsor breaches any of the terms or conditions of this Agreement and the Sponsor has not remedied such breach to the satisfaction of the City within seven (7) days of written notice to the Sponsor;

(ii) any of the Sponsor’s representations and warranties in this Agreement or any statements made to the City by the Sponsor are false, misleading or inaccurate; or

(iii) the Sponsor engages in or permits any conduct or act which in the opinion of the City is improper or renders it inadvisable that the Sponsor should be allowed to continue making use of the Sponsorship Benefits.

9. **EFFECT OF TERMINATION OR EXPIRATION:**

Upon the termination or expiration of this Agreement, however caused, the parties agree as follows:

(a) The Sponsorship benefits shall cease;

(b) The Sponsor will immediately cease copying, using or displaying any of the City Marks, except that the Sponsor may continue to use, display and distribute hard-copy materials created before the termination or expiration date that contains any City Marks and may continue to indicate on the Sponsor’s website that the Sponsor sponsored the event.

(c) The City will immediately cease copying, using or displaying the Sponsor Marks, except that the City may continue to use, display and distribute hard-copy materials created before the termination or expiration date that contains any Sponsor Marks and may continue to indicate on the City’s website or by other means that the Sponsor sponsored the event.

10. **FORCE MAJEURE:** If the performance of this Agreement is interfered with, in whole or in part, by circumstances beyond the reasonable control of either party including fire, explosion, power failure, acts of God, war, revolution, civil commotion, acts of public enemies, or labour unrest such as strikes, slowdowns, picketing or boycotts, epidemic, pandemic, or other circumstances of a like nature, then the party affected will be excused from such performance on a day-by-day basis to the extent that such party’s obligations relate to the performance so interfered with; provided that the party so affected will use commercially reasonable efforts to expeditiously remove such causes of non-performance.

11. **COMPLIANCE WITH LAWS:** Each party will comply with all applicable laws, regulations and orders in performing its obligations and exercising its rights under this Agreement.

12. **CONFIDENTIALITY:** Each party will keep the terms of this Agreement strictly confidential and not disclose those terms without the other party’s prior written consent, except to its legal and professional advisors and otherwise as required by law, including, without limitations, any requirements under the *Freedom of Information and Protection of Privacy Act* of British Columbia.

13. **ASSIGNMENT:** Neither party will assign or transfer all or any part of this Agreement, or all or any of its rights under this Agreement, without the other party’s prior written consent.

14. **RELATIONSHIP OF THE PARTIES:** This Agreement represents the only relationship between the City and the Sponsor. No other relationship between the two entities exists, implied or otherwise.

15. **ENTIRE AGREEMENT:** This Agreement contains the entire and only Agreement and understanding between the parties relating to its subject matter and may not be altered or otherwise modified except in writing signed by the City and the Sponsor. No representation or warranty not set forth in this Agreement has been made or relied upon by the Sponsor as an inducement to the execution of this Agreement or otherwise.

16. **TIME OF THE ESSENCE:** Time is of the essence in this Agreement.

17. **NOTICE:** Any notice provided for under this Agreement, to be effective, must be in writing and will be considered to have been given if delivered by hand, transmitted by facsimile or mailed by prepaid registered mail to the recipient’s address or facsimile number specified above or at such other address or facsimile number as the party to whom such notice is to be given otherwise directs in writing. Proof of delivery will constitute proof of receipt.

18. **GOVERNING LAW:** This Agreement is governed by and construed in accordance with the laws of British Columbia. The parties agree irrevocably to attorn to the jurisdiction of the courts of British Columbia.

 19. **WAIVER:** A waiver of any term of this Agreement or any breach of this Agreement is effective only if it is in writing and signed by the parties and is not a waiver or any other term or any other breach.

20. **SEVERABILITY:** If any provision of this Agreement is held to be invalid, void or unenforceable, then the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

**Schedule A
Event Summary, Sponsorship Rights, and Benefits**

Summary of Event

**Lights at Lafarge Winter Lights Display at Town Centre Park** is the largest free outdoor lights display in Metro Vancouver, attracting over 500,000 people each season. The very popular display wraps around the 1.2km loop of Lafarge Lake as well as through other areas of Town Centre Park, and is located steps away from the Lafarge Lake – Douglas SkyTrain Station.The Lights at Lafarge Winter Lights Display is inclusive and family-friendly, and lasts from late November to mid/late February each year.

**The Sponsor will be a [IDENTIFY SPONSORSHIP LEVEL HERE, I.E. PRESENTING PARTNER] of the Event – [ENTER SPONSORSHIP VALUE HERE] level sponsorship**

Rights and Benefits Relating to the Sponsorship of the Event

The City will provide the following sponsorship rights and benefits regarding the Sponsor’s sponsorship of the Event:

2024/25 LIGHTS AT LAFARGE WINTER LIGHTS DISPLAY [IDENTIFY SPONSOR LEVEL HERE I.E. PRESENTING PARTNER]

Benefits include: DETAIL THE SPONSORSHIP BENEFITS BELOW. EXAMPLES OF NEGOTIATED BENEFITS MAY INCLUDE:

* Right of first refusal for future year(s)
* Industry Exclusivity
* Option for multi-year partnership
* Volunteer opportunities for Sponsor’s staff
* Media and Promotional Plan:
* Logo and recognition as “Presenting Partner,” prime placement, on all major print and online materials, including Event Surveys
* Logo and recognition as “Presenting Partner,” prime placement, on relevant City webpage(s)
* Social media mentions
* Recognition in City produced Information Bulletin/Media Release
* Recognition in City-issued e-newsletter, sent to thousands of subscribers
* On-site Visibility:
* Opportunity to activate at the Lights at Lafarge kick-off event on November 22, 2024
* Opportunity to activate on-site on XX agreed-upon occasions during display, aligning with special themed nights planned by City
* Opportunity to have sponsor branding featured on one, significant, and highly visible City-produced lighting feature/zone of the Lights at Lafarge Winter Lights Display

**Schedule B
City Marks, Sponsor Marks, Sponsorship Amount and Payment Details**

City Marks

The City shall provide the Sponsor with the City Marks (for print and on-line use), including any graphic standards by [INSERT DUE DATE HERE] (if requested by Sponsor).

Sponsor Marks

Sponsor shall provide the City with the Sponsor Marks (for print and on-line use), including any applicable graphic standards by [INSERT DUE DATE HERE]

Sponsorship Amount and Payment Schedule

The sponsorship fee of [INSERT SPONSORSHIP AMOUNT HERE] shall be payable to the City in full on or before [INSERT DUE DATE HERE]

All payments for the Event shall be expressly contingent on continued compliance with the terms of this Agreement.