



COUNTY OF BALDWIN)
STATE OF ALABAMA)

SPONSORSHIP AGREEMENT

KNOW ALL MEN BY THESE PRESENT, that **The City of Foley**, a municipal corporation of the State of Alabama, hereinafter called the "City", and **The Foley Lions Club**, hereinafter called the "Contractor", on the **1st day of October, 2014**, have contracted and agreed as follows:

WHEREAS, the Contractor makes up a part of the world's largest service club organization with approximately 1.35 million members in more than 46,000 clubs worldwide, and

WHEREAS, the Contractor performs volunteer work for many different kinds of community projects that include but are not limited to caring for the environment, feeding the hungry and aiding seniors and the disabled, and

WHEREAS, the Contractor desires to continue its efforts in raising awareness to eye disease by conducting vision screenings, equipping hospitals and clinics and distributing medicine, and

WHEREAS, the Contractor, in addition to raising awareness to restoring site, also raises funds for disaster relief, supporting youth and addressing humanitarian needs such as health and disability, and

WHEREAS, the Contractor holds the annual Tour de Foley fundraising event in Foley, and

WHEREAS, the Contractor is registered by the Internal Revenue Service as an Alabama non-profit corporation with tax-exempt 501(c)(3) status. All contributions to the organization are tax-deductible.

NOW, THEREFORE, WITNESSETH, that the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum total of **\$2,000.00 (TWO THOUSAND DOLLARS)**, payable for the period from October 1, 2014 to September 30, 2015 for sponsorship for the Foley Lions Clubs' annual Tour de Foley fundraising event to be held in Foley. The term of the contract shall coincide with the payments for service and terminate after **September 30, 2015**.

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this contract shall be used for the purposes of operating The Foley Lions Club, P.O. Box 964, Foley, Alabama 36536.

Notwithstanding any of the provisions of this Contract, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by the Contractor, nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Contractor, and the Contractor shall not, at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

The Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this contract.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability.

The Contractor agrees and understands that the funding of this contract is solely provided from the General Fund of the City of Foley. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, this contract may be declared null and void and no liability shall accrue to any party hereto.

Notwithstanding any of the other provisions contained in this contract, the City of Foley shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

If any sections, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

For the purpose of giving notice as provided for in this contract, the Contractor's address is declared to be:

Mr. Rick Blackwell, President
The Foley Lions Club

P.O. Box 964
Foley, AL 36535

The City's address shall be:

Katy Taylor
City of Foley
Post Office Box 1750
Foley, Alabama 36536-1750

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF FOLEY

John E. Koniar, Mayor

ATTEST:

Victoria Southern, CMC
City Clerk

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said County in said State, hereby certify that John E. Koniar and Victoria Southern, whose names as Mayor and City Clerk of the City of Foley, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority executed the same voluntarily for and as the act of the corporation.

Given under my hand and official notarial seal on this the ____ day of _____, 2014.

(Affix Seal)

Notary Public

My Commission Expires: _____

THE BALDWIN CO. TRAILBLAZERS

Rick Blackwell, President

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Rick Blackwell, whose name as President, of The Foley Lions Club, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority executed the same voluntarily for and as the act of the corporation.

Given under my hand and official notarial seal on this the ____ day of _____, 2014.

(Affix Seal)

Notary Public

My Commission Expires: _____