



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 **South Baldwin Chamber of Commerce**, hereinafter called the “Chamber”, on the **1st day of October, 2014**, have agreed as follows:

WHEREAS, the Chamber desires to continue hosting the Gulf Coast Hot Air Balloon Festival in the City of Foley, and agrees to continue being the event manager, providing marketing, sponsorship oversight, content selection, and related functions for the Balloon Festival; and

WHEREAS, the Gulf Coast Hot Air Balloon Festival brings in thousands of visitors each year in an effort to continue to stimulate Foley’s economy by filling vacant hotel rooms, restaurants, and encouraging visitors to shop in Foley while attending the Balloon Festival; and

WHEREAS, by entering into this Sponsorship Agreement the City agrees to purchase a sponsorship for the Chamber continuing to promote the Chamber’s Annual Balloon Festival; and

WHEREAS, the City agrees to provide in-kind services similar to the previous Balloon Festival, with the exception of parking services; and

WHEREAS, the City agrees that if at any time the Balloon Festival has to be cancelled due to a catastrophic event (Act of God) they will assist the Chamber with the financial burdens for that year’s event.

NOW, THEREFORE, WITNESSETH, that the City, for and in consideration of the Sponsorship Agreement hereinafter set out to be kept and performed by the Chamber, does hereby agree to pay the Chamber the sum total of \$50,000 (FIFTY THOUSAND AND NO/100 DOLLARS), per year on or before November 1, 2014. The term of the agreement shall be for a three year period, October 1, 2014 through September 31, 2017.

In order to provide the highest quality programs for the community, the Chamber agrees to:

1. Structure its events and activities in such a manner as to give the general public

and its members, the opportunity to participate in a wide variety of educational and tourism activities.

2. Provide adequate senior level leadership, guidance, direction for the Balloon Festival in promoting the local community.
3. Be solely responsible, through the South Baldwin Chamber of Commerce, for providing supervision at the Festival.
4. Coordinate with Foley Police Department and Foley Fire Department to provide a safe environment for all patrons within the venue.

The City agrees to provide in-kind services for the events ~~similar to what is currently provided for the Chamber's Annual Balloon Festival~~ to include venue site preparation, tear down, and custodial services, but event management, marketing, sponsorship oversight, content selections, parking, and related functions, are the responsibility of the Chamber.

In case of an event cancellation due to a catastrophic event and the Chamber requests financial assistance from the City, the Chamber shall provide to the City of Foley Finance Division a financial report, to include copies of receipts, with copies to the City Administrator and shall provide such other reports as may reasonably be required by the above designated city representatives. Additionally, the Chamber shall permit an audit of its books and records by duly authorized representatives of the City. The Chamber shall maintain clear evidence of the expenditure of all funds requested in an effort to recover funds. The City shall assist financially only to help the Chamber remain solvent if a catastrophic event occurs that will prevent the Gulf Coast Hot Air Balloon Festival from taking place in the current fiscal year.

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

The Chamber in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the city but shall be deemed to be an independent agency in every respect and shall take all steps at its own expense, as the city may from time to time request, to indicate that it is an independent agency. The City does not and will not assume any responsibility for the means by which or manner in which services by the Chamber, provided for herein, are performed, but on the contrary, the Chamber shall be wholly responsible thereof.

If any sections, subsection, sentence, clause, phrase, or portion of this agreement 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 agreement, the Chamber's address is declared to be:

Donna Watts, President/CEO
South Baldwin Chamber of Commerce
Post Office Box 1117
Foley, Alabama 36536-1117

The City's address shall be:

Victoria Southern, CMC
City Clerk
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, A Municipal Corporation

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 municipality.

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

Notary Public

(Affix Seal)

My Commission Expires:

SOUTH BALDWIN CHAMBER OF
COMMERCE

Donna Watts
President/CEO

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Donna Watts, whose name as President/CEO of the South Baldwin Chamber of Commerce, 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, she, 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: _____