

**SPONSORSHIP AGREEMENT BETWEEN THE
CITY OF TEMECULA AND TEMECULA VALLEY BALLOON
AND WINE FESTIVAL ASSOCIATION**

THIS AGREEMENT is made and effective as of **April 25, 2023**, by and between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Temecula Valley Balloon and Wine Festival Association**, a California nonprofit corporation (hereinafter referred to as the "Nonprofit"). In consideration of the mutual covenants, conditions and undertakings set forth herein, the parties agree as follows:

1. RECITALS

This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

a. The Nonprofit shall operate the Temecula Valley Balloon and Wine Festival (hereinafter referred to as the "Event") on **May 19, May 20, and May 21, 2023**. The Event is a special event which is located in the unincorporated area of Riverside County/Temecula Valley.

b. The Event includes: morning balloon launches, evening balloon glows, wine tastings from local wineries, beer tasting from local breweries, food vendors, concerts featuring a variety of genres, each day/night. The event will also include a kid's faire and a commercial court with over 150 vendors.

c. Alcohol will be served.

d. The City desires to be a **Premier Sponsor** of the Event.

2. TERM

This Agreement shall commence on **April 25, 2023**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2023**, unless sooner terminated pursuant to the provisions of this Agreement.

3. CONSIDERATION

a. In exchange for providing the Nonprofit with in-kind city-support services, **the City will provide use of the conference center for two training courses for volunteers, valued at an amount not to exceed, Two Hundred Fifty Dollars and No Cents (\$250.00)** and promotional services valued at an amount not to exceed **Twenty Seven Thousand Dollars and No Cents (\$27,000.00)** for as listed in **Exhibit B**, the City of Temecula shall be designated as a **Premier Sponsor** of the Event. As a **Premier Sponsor** the City shall receive sponsor benefits as listed in **Exhibit A**. In the event that City support services exceeds **Twenty-Seven Thousand Dollars and No Cents (\$27,000.00)**, the Nonprofit may seek City authorization for payment above that amount.

b. The Nonprofit is requested to partner with the Temecula Valley Convention & Visitors Bureau ("TVCVB") to help promote the Event. The City of Temecula contracts with the TVCVB to generate Visitor-Related Economic Impact for the City of Temecula. This will include but not be limited to over-night room bookings, dining and shopping within the City of Temecula. Any media visits coordinated by the Nonprofit shall include an invitation to visit all Temecula entities (i.e. Old Town, wineries, golf). Secondly, the Nonprofit shall include in its basic press kit a press release provided by the TVCVB which focuses on the attractions of Temecula, including Old Town, golf, wineries, etc. This informational piece shall be provided to all media working with the Nonprofit or its representatives on festival-related stories.

c. The Nonprofit shall support economies of the City of Temecula by promoting and utilizing local businesses (e.g. local food vendors, restaurants, wineries, crafters, etc.) first when competitive and practicable.

d. Within 30 days of the effective date of this Agreement, Nonprofit shall submit a timeline showing the milestone dates that each Nonprofit marketing activity, including, but not limited to, public relations and media schedules, marketing measures and other promotional activities, will occur. The purpose of this provision is to ensure that the Nonprofit makes a good faith effort to maximize attendance at the Temecula Valley Balloon and Wine Festival.

4. WRITTEN REPORT

Within ninety (90) days after the conclusion of the Event, the Nonprofit shall prepare and submit to the **Assistant to the City Manager** a written report evaluating the Event, its attendance, media coverage, and description of the materials in which the City is listed as a **Premier Sponsor**. The report shall include:

- Guest Profile (Age & Attendance by region)
- Room Occupancy Comparative Analysis (Room bookings on non-event weekends vs. room bookings during the TVBWF 2023 Festival and Prior Year)
- Visitor Statistics
- Social Media Marketing highlights, promotional activity, and AD value equivalency
- Overall Effectiveness of marketing campaign (audience impressions and reach)

5. FINANCIAL REVIEW

The Nonprofit shall provide complete financial statements including a balance sheet, income statement and budget to actual comparison report of the Event. This financial review of the Event should be completed and submitted to the City no later than **December 31, 2023**. The financial review shall provide a general summary report on how funds were expended and used to benefit Temecula Valley residents and shall include documentation, including but not limited to, copies of invoices and receipts to support the Sponsorship Funding. The financial documentation is subject to an audit, as determined by City staff.

6. MEETING ATTENDANCE

The Nonprofit shall attend all City pre-event planning meetings and event recap meetings if warranted.

7. INDEMNIFICATION

The Nonprofit shall indemnify, protect, defend and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of the Nonprofit's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

8. INSURANCE

The Nonprofit shall secure and maintain from a State of California admitted insurance company, pay for and maintain in full force and effect for the duration of this Agreement an insurance policy of comprehensive general liability against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by **May 1, 2023**, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Recipient owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Recipient has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: One million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty-Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Nonprofit; products and completed operations of the Recipient; premises owned, occupied or used by the Nonprofit; or automobiles owned, leased, hired or borrowed by the Nonprofit. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Nonprofit's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula

Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Nonprofit's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days prior written notice to the City.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Nonprofit shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Nonprofit shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Nonprofit's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

9. GOVERNING LAW

The City and the Nonprofit understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

10. LEGAL RESPONSIBILITIES

The Nonprofit shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Nonprofit shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Nonprofit to comply with this section.

11. ASSIGNMENT

The Nonprofit shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

12. NOTICES

"Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Recipient: Temecula Valley Balloon and Wine Festival Association
Attn: Kellie Cantrell
PO Box 1254
Temecula, CA 92593-1254

13. INDEPENDENT CONTRACTOR

a. The Nonprofit shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of the Nonprofit shall at all times be under the Nonprofit's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of the Nonprofit's officers, employees, or agents except as set forth in this Agreement. The Nonprofit shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. The Nonprofit shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

No employee benefits shall be available to the Nonprofit in connection with the performance of this Agreement. Except for the fees paid to the Nonprofit as provided in the Agreement, City shall not pay salaries, wages, or other compensation to the Nonprofit for performing services hereunder for City. City shall not be liable for compensation or indemnification to the Nonprofit for injury or sickness arising out of performing services hereunder.

14. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

15. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of the Nonprofit warrants and represents that he or she has the authority to execute this Agreement on behalf of the Nonprofit and has the authority to bind the Nonprofit to the performance of its obligations hereunder. The

City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

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

CITY OF TEMECULA

TEMECULA VALLEY BALLOON AND WINE FESTIVAL ASSOCIATION

By: _____
Zak Schwank, Mayor

By: Kellie Cantrell
Kellie Cantrell, Executive Director

ATTEST:

By: _____
Randi Johl, City Clerk

By: Scott Soares, Sr.
Scott Soares, Sr., President

APPROVED AS TO FORM:

By: Doug Nottingham
Doug Nottingham, Treasurer

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Temecula Valley Balloon and Wine Festival
Association
Kellie Cantrell
PO Box 1254, Temecula, CA, 92593
951-676-6713
kellie@tvbwf.com

City Purchasing Mgr.
Initials and Date:
RS 11/14/23

EXHIBIT "A"

CITY OF TEMECULA SPONSORSHIP BENEFITS

PREMIER SPONSOR

Temecula Valley Balloon and Wine Festival Association shall provide the following benefits and services for the City of Temecula:

- City of Temecula logo/name on advertisements
- City of Temecula name on all press releases
- City of Temecula logo/name on event poster
- City of Temecula logo/name on event flyers
- City of Temecula logo/name on event t-shirt
- 10 Temecula Valley Balloon and Wine Festival t-shirts
- 60 Temecula Valley Balloon and Wine Festival event tickets
- 25 Temecula Valley Balloon and Wine Festival parking passes

**Press Releases will be distributed to all local media, however, publication cannot be guaranteed. Press Releases can also be provided to all sponsors for distribution to their clients, agents, employees, etc.

EXHIBIT "B"
IN-KIND SERVICES

ESTIMATED VALUE OF CITY SUPPORT SERVICES AND COSTS

Based on the input from City departments we received estimated cost projections for the **Temecula Valley Balloon and Wine Festival** event. The following expenses can be anticipated for the event:

Community Services:	\$250.00
TOTAL:	\$250.00

ESTIMATED VALUE OF PROMOTIONAL SERVICES PROVIDED BY THE CITY OF TEMECULA

The estimated value for promotional assistance provided by The City of Temecula for the **Temecula Valley Balloon and Wine Festival** is as follows:

<u>Item</u>	<u>Value</u>
Cash	\$ 27,000.00

In the event the City replaces Temecula Valley Balloon and Wine Festival street pole banners, the cost to do so will be deducted from the cash funding.