

SPONSORSHIP AGREEMENT
COF Contract No. 2018-0068

This Sponsorship Agreement ("Agreement") is entered into on the 9TH day of Nov. 2018 (the "Effective Date"), and is entered into by and between Middle Tennessee Electric Membership Corp. (MTEMC) (the "Sponsor") and the City of Franklin, Tennessee.

RECITALS

Whereas, the Sponsor is engaged in the business referred to in Item 3 of the Schedule (Description of Sponsor's Business Activities); and

Whereas, the City of Franklin has requested Sponsor to provide sponsorship, and Sponsor has agreed to provide the Sponsorship for the Franklin Christmas Tree Lighting event.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration, the parties hereby agree as follows:

- 1) **Sponsorship.** The Sponsor will participate as an official sponsor as described in Schedule A hereto. The Sponsor shall have the right to indicate the Sponsor's status as an official sponsor in any promotional, advertising, or other materials.
- 2) **Sponsorship Fee** In consideration of its sponsorship and any promotional benefits described herein, the Sponsor will pay the City a sponsorship fee as specified in Schedule A hereto.
- 3) **Sponsor Identification.** As outlined on Schedule A hereto, All advertising and promotional material produced, published, broadcast, displayed or exhibited by the City in respect of the Sponsored Activity shall acknowledge the Sponsor in a manner agreed to by both parties.
- 4) **Sponsor Activities.** At its option, the Sponsor may conduct any or all of the activities described in Schedule A in connection with its sponsorship.
- 5) **Use of the Sponsor's Marks.** The Sponsor hereby grants to the City a royalty-free, nonexclusive license to use and display the logos, trademarks and trade names associated with the Sponsor described in Schedule A hereto ("Sponsor's Marks"), such use to be limited solely to Sponsor's sponsorship of the event, and advertising and promotional activities relating thereto. The City will not use the Sponsor's Marks in any way that would cause any person reasonably to infer, or would otherwise convey the impression, that the City is in any way endorsed by or acting on behalf of the Sponsor. The City will not use the Sponsor's Marks without the Sponsor's express prior written consent to each such use. If the Sponsor determines that the City's use or display of the Sponsor's Marks is or may be detrimental to the Sponsor's interest, the Sponsor may issue instructions to the City concerning the matter, if any, in which the City may continue to use the Sponsor's Marks, and the City will promptly comply with the instruction or cease such use. The City acknowledges that the provisions of this Paragraph 6 do not convey to the City any proprietary or other right, title or ownership interests in the Sponsor's Marks, any mark containing the Sponsor's Marks, or any goodwill associated therewith. The City's use of the Sponsor's Marks shall inure to the benefit of the Sponsor.
- 6) **Use of City Marks.**
 - a) All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor in respect of the Sponsored Activity shall acknowledge the City of Franklin in a manner agreed to by both parties.
 - b) The Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to the City of Franklin and/or logo in any manner that could imply that the Sponsorship under this Agreement is still in effect.
- 7) **Indemnity.** Vendor agrees to indemnify and save the government of Franklin, the City of Franklin

and individual, on or off duty, officers, officials, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with this Agreement, excepting only such losses as shall be occasioned solely by the willful or gross negligence of the City of Franklin.

- 8) **Term of Agreement.** The term of the Sponsorship shall be for the period set out in Item 8 of the Schedule (Term of Sponsorship), unless otherwise extended or terminated in accordance with this Agreement.

- 9) **Breach and Termination**

- a) If either party breaches any of the material terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defrauding party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- b) The City of Franklin may terminate the Agreement immediately if any of the following events occur:
 - i. The Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor.
 - ii. The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Franklin policy.
 - iii. The City of Franklin determines that for whatever reason it should no longer use the Sponsorship Fee/Product or be associated with the Sponsor.
- c) If this Agreement is terminated, the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee/Product.
- d) The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

- 10) **Force Majeure, Etc.** In the event that strikes or other labor disputes, riots, war, acts of God, invasion, fire, explosion, floods, delay of carriers, shortage or failure in the supply of materials, acts of government or governmental agencies or instrumentalities, or other contingencies beyond the reasonable control of either party interfere with, or prevent, the fulfillment by such party of its obligations hereunder, such obligations shall be suspended until such time as such contingency or contingencies have terminated.

Each party shall promptly notify the other upon becoming aware that any such contingency or contingencies have occurred or are likely to occur and shall use its reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder. If such delay or interference continues for more than five (5) days, the other party may terminate this Agreement by written notice thereof to the nonperforming party.

- 11) **Invalidity.** If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or any invalid portion thereof, had not been a part hereof, provided, however, that if without such invalid provision the fundamental mutual objectives of the parties cannot be achieved, then either party may terminate this Agreement without penalty by written notice to the other.

- 12) **Miscellaneous.**

- (a) **No Assignment.** Neither Party may assign or transfer (whether by merger, operation of law or otherwise) its interest in this Agreement without obtaining the prior written consent of the other Party, which consent may be withheld in such other Party's sole discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

- (b) **Final Agreement.** This Agreement, together with all Exhibits and Schedules hereto (which are incorporated into this Agreement by this reference), constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, including the Prior Agreement (provided that any rights or obligations that may have accrued to a Party prior to the execution hereof shall survive), understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no other warranties, representations or other agreements between the Parties in connection with the subject matter hereof. This Agreement cannot be varied, modified, amended or altered except by the written agreement of the Parties hereto.
- (c) **Choice of Law; Attorneys' Fees.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee. In the event of any litigation arising out of this Agreement, the Party prevailing in obtaining the relief sought, in addition to all other sums that it may be entitled to recover, shall be entitled to recover from the other Party its reasonable attorneys' fees and expenses incurred as a result of the litigation.
- (d) **Notices.** Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date (i) when personally delivered, (ii) upon delivery if deposited with a nationally recognized commercial courier for next day delivery, to the address for each Party set forth below, (iii) upon delivery if deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each Party set forth below, or (iv) at the time of transmission if delivered by facsimile transmission on a Business Day during normal business hours for the time zone in which the recipient is located, otherwise it shall be deemed to be delivered on the next succeeding Business Day; *provided, however*, that notice, delivered by facsimile transmission shall only be effective if (A) printed confirmation of such transmission is kept by the sending Party, and (B) a copy of such notice is also sent in accordance with items (i), (ii) or (iii) preceding within one (1) Business Day after its delivery by facsimile transmission), addressed (in any case) as follows:

(e)

If to Sponsor:

Sponsor: MTEMC

Address: 2156 Edward Curd Lane
Franklin, TN 37064

Attn: Chuck Barber

Phone: 615-494-1548

Facsimile: 615-563-8073

Email: cbarber@mtmc.com

If to City:

City of Franklin, Tennessee

109 Third Avenue South
Franklin, TN 37064

ATTN: Monique McCullough

Phone: 615-791-3217

Facsimile: 615-790-0469

Email: moniquem@frankltn.gov

and/or to such other respective address and/or addresses as may be designated by notice given in accordance with the provisions hereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. Notwithstanding the foregoing, a Party may use other means of communication than those set forth above, provided that (x) delivery shall be deemed to occur only upon actual receipt by the appropriate employee of the receiving Party, and (y) the burden of proof of receipt by the receiving Party shall be upon the sending Party.

- (f) Fees and Expenses. Unless otherwise stated herein, each Party shall be responsible for all of the costs and expenses incurred by it in connection with this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

City of Franklin

Name: Eric Stuckey

Title: City Administrator

Signature: [Signature]

Date: 11-9-18

Sponsor - MTEMC

Name: Chris Jones

Title: CEO

Signature: [Signature]

Date: 11/6/18

Approved as to Form:

[Signature]

Tiffani M. Pope

Staff Attorney

City of Franklin, Tennessee

Schedule A

1. **NAME OF SPONSOR** *Middle Tennessee Electric Membership Corp*
2. **ADDRESS OF SPONSOR** *2156 Edward Curd Lane | Franklin, TN37064*
3. **DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES** *Cooperatively owned electric power distributor for the 4-county area of Williamson, Wilson, Rutherford, and Cannon counties*
4. **SPONSORED ACTIVITY** *Franklin Christmas Tree Lighting Ceremony 2018*
5. **SPONSORSHIP RATIONALE (INSERT BRIEF DESCRIPTION)**
6. **SPONSORSHIP FEE** *\$10,000*
7. **SPONSORSHIP PRODUCT (IF GOODS ARE BEING SUPPLIED, INSERT DESCRIPTION)**
8. **TERM OF SPONSORSHIP** *November 1, 2018 – December 7, 2018*
9. **RIGHTS OF SPONSOR**
10. **RECOGNITION OF SPONSOR**
 - a) *Logo on tree lighting prop*
 - b) *Two people on stage for tree lighting*
 - c) *Four VIP seats in front of stage*
 - d) *Logos on big screen and stage screens before and after event*
 - e) *Logo on City Website Banner at www.franklin.tn.gov*
 - f) *Video clip and/or interview to air on City Social Media to promote event and on big screen during event*
 - g) *MTEMC Truck on square with MTEMC employees handing out candy*
 - h) *Event Promotion on City Social Media-Facebook, Twitter, YouTube, Instagram*
 - i) *Signage at event*
 - j) *Logo on all promotional materials*
 - k) *Mention in News Release*
 - l) *Free Media Value: \$34,541*