

CITY OF SANTA CLARITA SPONSORSHIP AGREEMENT



SPONSOR:

CONTACT:

ADDRESS:

TELEPHONE:

EMAIL:

This Sponsorship Agreement ("Agreement") is made and entered into by the City of Santa Clarita ("City") and the above-named Sponsor ("Sponsor"), as an independent contractor, in the offering of the following Sponsorship entitlements, and the benefits to the City as outlined below:

Sponsor Entitlements:

Sponsor Responsibilities and City Benefit Schedule:

Independent Contractor

The parties agree and understand that a Sponsor will not be an employee of the City, but will be solely an independent contractor acting under the terms and conditions specified herein and as a self-employed person, shall be solely responsible for payment of federal and state income and other taxes, and will not be an employee of City for Worker's Compensation or any other purposes, will not have Unemployment Insurance Benefits, Social Security coverage, or other employee benefits. Sponsor understands and agrees that neither Sponsor nor any person employed by Sponsor shall be in any way an employee of City, as that term is defined in the California Labor Code.

Indemnity

Sponsor agrees to indemnify, defend, and hold harmless City and all of its officers, agents and employees from any and all liability, claims, damages, or injuries to any person, including injury to Sponsor's employees and all claims, which arise from or are connected with the negligent performance of this Agreement, and all expenses of investigation and defending against same provided, however, that this indemnification and hold harmless shall not include any claim arising from the active negligence or willful misconduct of the City, its agents, or employees.

Worker's Compensation Insurance

Sponsor shall procure and maintain Worker's Compensation Insurance in the amount as will fully comply with the laws of the State of California and shall indemnify, insure, and provide legal defense for both Sponsor and City against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by Sponsor in the course of carrying out this Agreement. However, if Sponsor does not have employees, he/she may be exempt from the Labor Code and must sign an affirmation of such.

Electronic Transmission of Contract and Signature The Parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

Other

Sponsor agrees to give permission to the City the use of any photographs of the Sponsor as they see fit in the City Brochure or other publications. The Sponsor agrees to allow the City photographer and select press photographers to use flash photography discreetly during all the performances for documentary purposes.

This writing constitutes the entire Agreement between Sponsor and City. This Agreement shall not be amended, except by a writing executed by both parties to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this contract on this date of

.

FOR SPONSOR:

By: _____

Name & Title

Date: _____

IF CORPORATION:

By: _____

Name & Title

Date: _____

FOR CITY OF SANTA CLARITA:

By: _____

Name & Title

Date: _____