

**PASCAGOULA SPORTS COMPLEX SPONSORSHIP AGREEMENT (FIELD)**

**THIS AGREEMENT** (the "Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"):

**BETWEEN:** The City of Pascagoula (the "City")  
Post Office Drawer 908  
Pascagoula, Mississippi 39568

**AND THE "SPONSOR":**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE CITY AND SPONSOR MUTUALLY AGREE AS FOLLOWS:**

1. The Sponsor agrees to pay and the City agrees to accept the sum of \$25,000.00 in exchange for Sponsor obtaining sponsorship rights for a five (5) year term for one (1) playing field at the Pascagoula Sports Complex, measured from the Effective Date of this Agreement.
2. Sponsor's payment to the City shall be made in equal annual installments of \$5,000.00, payable within thirty (30) days of the Effective Date of this Agreement and by the annual anniversary of the Effective Date each year thereafter during the term of this Agreement. In the event Sponsor fails to make a payment as required by this Agreement, Sponsor's sponsorship rights may be revoked by the City, as determined in the City Manager's sole discretion.
3. Sponsor's sponsorship rights shall consist of one (1) sign positioned on the outfield fence at the Sports Complex playing field of the Sponsor's choosing (depending on availability). As soon as reasonably practicable following the Effective Date, the City's designated representative and Sponsor shall jointly approve its location, the size and content of the logo, including all text and artwork thereon. Sponsorship rights shall also consist of one (1) baseball or softball team named after the sponsor during the City league season.

In exchange for Sponsor's consideration, the City agrees there will be no other sponsor, business signs, or other advertising signs on Sponsor's field except (1) on the light poles which are available for sponsorship and (2) the scoreboard which is sponsored by Coke. The sponsorship will include the cost to produce and install the sign. Sponsor agrees to provide the City with a company-approved logo or text in a format compatible with the sign fabricator's specifications.

4. The City agrees during the term of this Agreement to maintain the Sponsor's sign to a professional standard of appearance.
5. Either Party shall each have the right to immediately terminate this Agreement after the first anniversary of the Effective Date, with or without cause, upon written notice to the other Party. In the event of termination of this Agreement, Sponsor shall be entitled to a refund of all unearned sponsorship payments.
6. Sponsor's relationship with City is that of an independent contractor, and nothing in this Agreement is intended to or shall be constructed as creating a partnership, agency, joint venture, employment, or similar relationship.
7. This Agreement, or any interest therein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by Sponsor without the prior written consent of the City.
8. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreement, either written or oral.
9. Each Party represents and warrants to the other Party as of the Effective Date that: (i) it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement, and (ii) it has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

**AGREED TO BY:**

\_\_\_\_\_  
Sponsor Signature Date

\_\_\_\_\_  
Sponsor Signor Name (Printed)

\_\_\_\_\_  
City Manager Signature Date