

## **SUN CITY WEST SOFTBALL CLUB ADVERTISING AGREEMENT**

Pursuant to this binding agreement between the SUN CITY WEST SOFTBALL CLUB, hereinafter called "CLUB," located at Liberty Field (14401 W. R.H. Johnson Boulevard, Sun City West, Arizona) and \_\_\_\_\_ hereinafter called "ADVERTISER." ADVERTISER shall pay to CLUB \$5,000.00 and CLUB shall provide advertising space on the outfield fence of Liberty Field, for a term of three (3) years as follows:

### **PAYMENT OPTIONS**

1. Three (3) annual payments of \$2,000, \$1,500 and \$1,500 on or before commencement and each anniversary date.
2. If paid in full, in advance, ADVERTISER shall receive a 10% discount of total contract amount.

### **LENGTH OF CONTRACT**

This agreement shall extend for a period of three (3) years from the date of installation (commencement) of the ADVERTISER'S sign on the outfield fence of Liberty Field.

### **DUTIES OF THE PARTIES**

1. The CLUB shall provide and maintain a space consisting of a 6' by 12' protective foam panel attached to the outfield fence of said Liberty Field upon which ADVERTISER'S 6' by 12' sign will be installed by CLUB.
2. The artwork, decal, printing and rapping of the billboard will be at the ADVERTISER'S expense.
3. The CLUB shall provide electronically a copy of the artwork to the ADVERTISER within 14 days hereof.
4. The CLUB, shall install said panel(s) on said fence.
5. All Artwork must be in good taste and must receive prior approval by the Recreation Activities Manager and the CLUB, which approval shall not be unreasonably withheld.
6. The CLUB shall retain the right to reject any artwork it deems inappropriate.
7. Placement of signs on the fence will be on a first-come, first-served basis, at the discretion of the CLUB.
8. ADVERTISER warrants and represents to the CLUB that the ADVERTISER has or controls the rights to the content and artwork to be placed on the sign.

### **WARRANTY**

The CLUB provides no warranty on the finished product other than that provided by the manufacturer of the foam panels.

## **ASSIGNMENT**

ADVERTISER may not assign this agreement, in whole or in part, without CLUB written consent. Any attempt to assign this agreement without such consent will be null and void.

## **INDEMNIFICATION**

The CLUB is a Charter Club of the Recreation Centers of Sun City West, Inc., and Liberty Field is a facility wholly owned by said Recreation Centers. ADVERTISER hereby indemnifies and holds harmless the CLUB, the Recreation Centers of Sun City West, Inc., its agents, officers, and directors, against any and all actions that might arise as a result of, or in any manner related to, the artwork or the advertising under this Agreement.

## **BREACH**

In the event of a breach of contract, the non-breaching party may cancel this contract and/or proceed against the breaching party for any claim or remedy that the non-breaching party may have in law.

## **CURE PERIOD**

A party shall have an opportunity to cure a potential breach of contract. If a party fails to comply with any provision of this contract, the other party shall personally deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of contract. If first class mail is used for delivery, the cure period shall be within seven (7) days.

## **ATTORNEY FEES AND COSTS**

The prevailing party in any dispute or claim arising out of or relating to this contract shall be awarded reasonable attorney fees, damages and costs. Except for indemnification, damages between the parties are limited to the contract value of \$5,000.00, plus attorney fees and costs.

## **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Arizona.

**OTHER PROVISIONS**

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**ENTIRE AGREEMENT**

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) whether printed on paper or electronically transmitted. This Agreement may only be modified, or any rights under it waived, by written document executed by both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

SUN CITY WEST SOFTBALL CLUB

ADVERTISER

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## **RENEWAL – 3 YEAR TERM**

Should ADVERTISER desire to renew the advertising agreement utilizing the same signage, ADVERTISER shall provide a 30 day notice prior to expiration of the current term so electing.

The notice shall be sent or delivered to the CLUB at the following address:

**14401 R.H. Johnson Blvd., Sun City West, AZ 85375**

Terms of renewal to be negotiated between the CLUB and ADVERTISER at completion of three (3) year contract.