

**Milwaukee Health Department Event Sponsorship Agreement**

**Part I. Event-specific information.**

<b>Sponsor</b> [Include legal name and address of Sponsor]	
<b>Event</b> [Include a description of the event to be sponsored]	
<b>Effective Date</b> [Include the effective date of the Agreement]	
<b>Event Dates</b> [Include the dates that the event is active to the public]	
<b>Sponsorship Term</b> [Include the dates that the sponsorship will be active. If the event is advertised with ]	
<b>Set Up Date(s)</b> [Include the date or dates during which the Sponsor will be permitted to set up, or the date by which MHD shall set up. If not applicable, write “not applicable”]	
<b>Take Down Date(s)</b> [Include the date or dates during which the Sponsor will be permitted to take down their Sponsorship Materials. If not applicable, write “not applicable”]	
<b>Take Down Procedures</b> [Include a description any special take-down procedures, access requirements, timing, etc.]	
<b>Sponsorship</b> [Include a description of how the sponsorship will work. I.e., are they providing signage? What size? Are they setting up a booth? Are they asking the City to affix their logo to event advertising? Will they share event information on their social media? Is the Sponsorship exclusive, or tiered?]	
<b>Sponsorship Material</b> [Include a precise description of the sponsorship signage, logo, trademark etc. including the size of the sign/logo, and the location and/or communications in which it is to be used]	If Sponsor’s logos and/or trademarks are to be used, such logos and/or trademarks are included in Exhibit A.
<b>Sponsorship Payment</b> [Include the amount the sponsor is paying for the sponsorship]	
<b>Method of Payment</b> [Include the method of payment, i.e. ACH, check, and to whom it should be addressed]	
<b>MHD Contact</b> [Include name, business address, email, and phone number]	
<b>Sponsor Contact</b> [Include name, business address, email, and phone number]	
<b>Insurance Variations</b> [include variations to the insurance provisions described herein. Any such variation shall unless a City Attorney Office signature is provided in the signature block. ]	

## Part II. Terms and Conditions.

1. **Parties and Agreement.** This event sponsorship agreement (“Agreement”) between the City of Milwaukee, through its Milwaukee Health Department (“MHD”), and Sponsor, (each a “Party”) sets forth the terms by which Sponsor shall sponsor a portion of the Event. For sake of clarity, “MHD” shall include in its definition the City of Milwaukee.
2. **Effective date and Term.** This Agreement is effective as of the Effective Date set forth in Part I. The term shall commence on the Effective Date, and shall terminate five business days after the last Take Down date; however, any terms that specifically state they shall remain binding for longer periods of time shall continue to bind the Parties for those specified time periods.
3. **Sponsorship.** MHD is hosting the Event in furtherance of its mission, which is viewable at <https://city.milwaukee.gov/Health/AboutUs/Vision-Mission-Values>. Sponsor agrees to pay the Sponsorship Payment via the Method of Payment to MHD no later than five business days before the Set Up Date(s). In consideration of the Sponsorship Payment, MHD shall, as applicable per the description of the Sponsorship in Part I, (1) permit Sponsor place its Sponsorship Materials at the locations in and in the manner specified in Part I, and/or (2) place the Sponsorship Materials at the locations in and in the manner specified in Part I, and/or (3) prepare the advertising with the Sponsorship Materials as specified in Part I. Unless specifically stated in the “Sponsorship” section of Part I, the Sponsorship is not exclusive, and Sponsor may be one of many other sponsors providing support for the Event.
4. **Ownership of Marks.**
  - a. Ownership and Indemnification. Both Parties Represent and warrant that they are the owner of any marks, images, text, trademark, service mark or other intellectual property (“Marks”) included in the Sponsorship Material or have secured the rights to utilize such and have the authority to grant to the other Party the right to use the Marks as described herein. Sponsor shall indemnify and hold harmless MHD from any and all liability associated with using, as specified herein, the Sponsorship Material and the Marks.
  - b. Use of Other Party’s Marks. Both Parties agree not to use the other Party’s Marks unless specifically approved in advance, in writing, by the other Party. Such approval may be provided in this Agreement in section Part I, or, via other written instrument if specified in Part I.
  - c. Further Protection of Marks. The Parties agree (1) not to attach, assert any interest in, or infringe upon the title or any rights of the other party to the other party’s Marks; (2) not to file applications to obtain registrations of the other party’s Marks or of any other marks or trade names confusingly similar to the other party’s Marks; and (3) not to negatively impact the goodwill associated with the Marks; (4) that all rights and proprietary interests in each party’s Marks are reserved by each party for such party’s own sole use and benefit.

5. **License.** Sponsor hereby grants to MHD a non-exclusive, fully-paid up limited and revocable license for the term of this Agreement to use the Sponsorship Material in all of the following ways:
  - a. To fulfil the terms of the Sponsorship;
  - b. In such press releases, social media, and other communications which, in MHD's discretion, are warranted to discuss, or otherwise make known Sponsor's sponsorship of the Event;
  - c. the Event footage, in any and all media, now known or hereinafter devised, in perpetuity, provided that any such use shall be for promotional or educational purposes only; and,
  - d. In references to Sponsor in conjunction with promotional discussions, interviews, or in the course of City employee duties, i.e. discussion during City government meetings, discussions with citizenry, discussion with reporters, City ordinances and resolutions in perpetuity.
  
6. **Early Termination.** Either Party may terminate this Agreement at any time, for any reason. Should a Party elect to terminate the Agreement early, the terminating Party shall provide written notice to the Sponsor Contact or MHD Contact, as appropriate. Upon providing the non-terminating Party with a notice of termination, the Sponsorship Material shall be removed if possible and at the non-terminating Party's expense, and if in a physical medium, returned to Sponsor at a time and place mutually agreed upon. If Sponsor has provided payment to MHD and the Event has not yet commenced, MHD shall return such payment to Sponsor in a manner mutually agreed upon; if the Event has already commenced, MHD shall return a pro rata portion of Sponsor's payment which is equal to the remaining portion of the Event. Early termination shall not relieve either Party of any liability accrued under this Agreement, and all terms of the Agreement which, by their nature, are deemed to continue in perpetuity or for specified periods of time shall not be terminated. Election to terminate the Agreement under this paragraph does not limit the Sponsor or the MHD from obtaining any other remedies available in law or equity. Notwithstanding any other portion of this paragraph, if the Sponsorship Materials are, at the time of termination, cannot be reasonably removed without disruption to other sponsors of to the Event or to the Event's advertising, the Sponsorship Materials shall not be removed.
  
7. **Independent Contractor.** MHD and the Sponsor are independent contractors and neither MHD nor Sponsor, (including any of MHD's or Sponsor's employees performing services under the terms of this Agreement), are entitled to receive any benefits to which other Party's employees are entitled. This Agreement is not a joint venture. Neither Party has the authority or right to commit or bind the other in any way (other than this Agreement).
  
8. **Nondiscrimination.** It is City of Milwaukee's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic

identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances (MCO) Section 109-9. Contractors and their subcontractors employing any resident of the City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of the City of Milwaukee in the performance of this Agreement.

9. **Conflicts of Interest.** Pursuant to Milwaukee Code of Ordinances 4-27, any contract in which a member of the City of Milwaukee Common Council is an interested party shall be null and void, and MHD may sue to recover any amounts paid on such contract.
10. **Indemnity/Liability.** If any action in court, claim, or proceeding before an administrative agency is brought against MHD or any of its officers or employees due, in whole or in part, to Sponsor's negligent or intentional acts or omissions under this Agreement, or due to the alleged infringement of the Sponsor's trademark, service mark, logo, or other intellectual property on the rights of another, (collectively, "Claims"), Sponsor shall indemnify, and save harmless the MHD and its officers and employees from all losses, damages, costs, expenses, judgments, or decrees to the extent arising out of such Claims. MHD shall have the right to tender defense of any Claims to Sponsor or Sponsor's insurer, and upon such tender it shall be the duty of Sponsor and Sponsor's insurer to defend such Claims without cost or expense to City.
11. **Compliance with Wisconsin Public Records Law.** Sponsor understands that MHD is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), MHD may be obligated to produce, to a third party, the records of Sponsor that are "produced or collected" by Sponsor under this Agreement ("Records"). Sponsor is further directed to Wis. Stat. §19.21, et. seq, for the statutory definition of Records subject to disclosure under this paragraph, and Sponsor acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, Sponsor is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to MHD if, in MHD's determination, MHD is required to produce the Records to a third party in response to a public records request. Sponsor's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Sponsor must defend and hold the City harmless from liability due such breach. This term shall survive for seven years from the date that the Records are created.
12. **Insurance.** Variations from these insurance requirements are only permitted with approval from the Office of the City Attorney. Variations shall be specified in Part I, and authorizing City Attorney signature shall be provide in the signature block.
  - a. General insurance requirements.
    - i. Sponsor will secure and maintain throughout the duration of the Agreement, insurance of such types and in at least such amounts as hereafter specified. Failure of Sponsor to maintain the specified coverage will not relieve Sponsor of any contractual responsibility or obligation.

- ii. Certificates of Insurance for all of the coverage limits referenced herein must be provided prior to the Effective Date and for each year that the Agreement is in effect.

b. Commercial General Liability with Advertising Injury Coverage.

- Commercial General Liability                      \$2,000,000 each occurrence
- General Aggregate                                      \$2,000,000 aggregate
- Personal & Advertising Injury Limit              \$2,000,000 each occurrence

c. In addition:

- i. Coverage must be equivalent to ISO form CG0001 or better.
- ii. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City.
- iii. The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- iv. Coverage will apply on a primary and non-contributory basis. We suggest the following wording: "If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance."
- v. Coverage shall apply to the risks associated with or arising out of the Sponsorship.

13. **Waiver.** A failure of either Party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of this Agreement, or to require at any time, performance of any provision hereof shall not be construed as a waiver of any such term or provision. No waiver by either Party of any term or provision hereof shall be binding unless made in writing and signed by such Party. Nor shall any single or partial exercise of any right or power under the terms of this Agreement shall preclude the further exercise thereof of any other right or power.

14. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in the City of Milwaukee for matters arising under state law and in federal district court in the eastern district of Wisconsin for matters arising under federal jurisdiction.

15. **Severance.** If any of the terms or provisions of this Agreement shall be determined to be invalid, illegal or unenforceable, all remaining terms, which reasonably can be given effect in the absence of the invalid terms, shall remain in force.

16. **Amendments.** The provisions of this Agreement may not be modified, amended, or waived except by a written instrument duly executed by both Parties. Under no circumstances shall either Party be bound unless agreed to in writing and signed by an authorized representative.
17. **Entire Agreement.** This written Agreement and any Exhibits hereto constitute the sole and only agreement of the Parties relating to the matters covered hereby. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement supersedes any and all existing contracts and agreements by the Parties with respect to the subject matter covered herein.
18. **Counterparts.** This Agreement may be executed by original, facsimile, PDF or electronic signatures and in any number of counterparts, which together shall be considered one instrument.

[Signature block on following page]

**City of Milwaukee,  
by its Health Department**

**Sponsor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Reference Common Council File No. 241678*

Countersigned by Comptroller if Contract Calls for the Expenditure of City Funds:

\_\_\_\_\_

Date: \_\_\_\_\_

Approved by the Office of the City Attorney as to variation from standard terms:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Print Name

*This Agreement, in its unaltered form, has been approved by the Office of the City Attorney.*