

**Carson City Culture & Tourism Authority
Agenda Report**

Date Submitted: 06/19/19

Agenda Date Requested: 06/24/19

Time Requested: 15 Minutes

To: Carson City Culture & Tourism Authority - Board of Directors

From: David Peterson, Executive Director

Subject Title: Discussion and possible action regarding a proposed Sponsorship Agreement, with Bike Monkey, Inc., for the Peter Stetina's Carson City Paydirt Prospect Ride, for a total amount of \$69,000.00 and to authorize the CTA Executive Director to sign the Agreement.

Staff Summary: The CTA seeks to sponsor Bike Monkey, Inc. to promote the Peter Stetina's Carson City Paydirt Prospect Ride events in 2020, 2021, and 2022, which will draw visitors from outside the region and create a positive economic impact for Carson City.

Type of Action Requested:

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Presentation Only

Recommended Board Action: I move to approve Sponsorship Agreement CTA-SA-20-01, with Bike Monkey, Inc., as presented and authorize the CTA Executive Director to execute the Agreement.

Applicable Statute, Code, Policy, Rule or Regulation:

Fiscal Impact: Not to exceed \$69,000.00

Explanation of Impact: \$23,000.00 in each of the fiscal years 2020, 2021 & 2022

Funding Source: 7407201 500540 - PUBLICITY/SPECIAL EVENTS

Supporting Material: Sponsorship Agreement #CTA-SA-20-01 with Bike Monkey, Inc.

Prepared By: Chris Kipp, Operations Manager

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (this “Agreement”), dated as of the 1st day of July, 2019, is made by and between BIKE MONKEY, INC., a California corporation (the “Event Owner”), and the Carson City Culture & Tourism Authority (“the Sponsor”).

RECITALS

A. The Event Owner owns and produces Peter Stetina’s Carson City Paydirt Prospect Ride (the “Event”).

B. The Sponsor desires to promote its products and/or services through the sponsorship of the Event on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Term and Event Dates. The Sponsor’s sponsorship of the Event shall commence on the date set forth above, and, unless terminated pursuant to Section 5 below, shall automatically terminate on June 30, 2022 (the “Term”). The Event shall take place in April/May of 2020, 2021, and 2022.

2. Promotional Consideration. The parties agree as follows:

(a) Promotion. The Event Owner agrees to credit the Sponsor’s name and details of value of the Sponsorship and shall use reasonable efforts to promote the Sponsor’s products or services. The Event Owner further agrees to give the Sponsor acknowledgement on promotional materials including but not limited to any banners, website, brochures, posters, or other like materials prior to and at the Event. The Sponsor agrees to advertise and promote the event in ways that build regional anticipation with a minimum of 100,000 regional impressions targeting cyclists and outdoor enthusiasts. This can be achieved, amongst other means, through paid targeted ads, written articles in regional publications, printing and placement of promotional street pole banners, radio PSAs and targeted email campaigns.

(b) Promotional Material. The Event Owner agrees that the Sponsor shall have the right during the Term to use the marks, logos, names and phrases/quotes related to the Event in print, web and video advertising (both trade and consumer) and on promotional materials (the “Promotional Use Rights”). For purpose of this Agreement such promotional materials shall include videos, posters, catalogues, brochures, direct mailings and point-of-purchase display materials.

3. Sponsor's Consideration. Carson City agrees to provide:

- \$69,000 in sponsorship fees paid in installments as follows over a 3 year term:
 - 2020 Event
 - \$23,000 by August 1, 2019
 - 2021 Event
 - \$23,000 by August 1, 2020
 - 2022 Event
 - \$23,000 by August 1, 2021

4. Event Owner Responsibilities.

- (a) Event Owner will manage all matters relating to the administration of the sponsorship and the entirety of all production aspects of the Event.
- (b) Event Owner will provide adequate insurance coverage to Carson City, with the Sponsor being added as an additional insured with respect to the Event, as required by the Carson City permitting process.
- (c) Event Owner will acquire all necessary permits for the activities associated with the production of the event including sound, fire, health, zoning, and road and trail closures.
- (d) Event Owner shall serve as the "lead agency" to support the operational activities of the Events that may include, but are not limited to facility and Venue acquisition, planning, permitting, police and emergency services coordination and direction, parking/shuttle coordination, communications coordination, local accommodations, travel, volunteer recruitment, media, and public awareness to its large audience of active event participants.
- (e) Event Owner shall provide for the participation of Peter Stetina in promotional activities on social media and through press releases that advertise his event and associated visit to Carson City.
- (f) Event Owner shall, within ninety (90) days following each annual Event, present to the Sponsor a written report of the estimated economic impact of the annual Event on Carson City, which shall be based on actual data collected during the annual Event. Event Owner shall make a representative available at a meeting of the Carson City Culture & Tourism Authority after each Event for a presentation of the economic impact.
- (g) Registered rider counts goals are as follows: approximately 400 for 2020, 500 for 2021 and 600 for 2022.

5. Termination. This Agreement may be terminated upon written notice by mutual consent of both parties. Furthermore, Sponsor reserves the right to terminate this Agreement for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. Sponsor shall give at least 180 days' notice before termination for public interest.

6. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This agreement is made solely between the Event Owner and Sponsor and except with written permission it shall not be assignable. In the event of the cancellation of the event for whatever reason, this Agreement shall be null and void. This Agreement may not be amended, nor any obligation waived, except by a writing signed by all parties hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Sponsorship Agreement effective as of the date first above written.

Event Owner: BIKE MONKEY, INC., a California corporation.

Name: Carlos Perez

Title: President, BIKE MONKEY INC.

Signature: _____ Date: _____

CARSON CITY CULTURE & TOURISM AUTHORITY

Name: David Peterson

Title: Executive Director

Signature: _____ Date: _____