



PORTLAND PARKS & RECREATION

Healthy Parks, Healthy Portland

SPONSORSHIP AGREEMENT (\$10,000+)

This Agreement is made on the 7th day of February, 2008, between Portland Parks & Recreation (PP&R) and Little League Baseball, Inc. (the Sponsor).

RECITALS

The Sponsor is engaged in the business referred to in Item 3 of the Schedule (Description of Sponsor's Business Activities) and, at the request of PP&R, has agreed to provide the Sponsorship set out in Item 4 of the Schedule (Details of Sponsorship), subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. TERM

1.1 The term of the Sponsorship shall be for the period set out in Item 4(c) of the Schedule (Term of Sponsorship), unless otherwise extended or terminated in accordance with this Agreement.

2. SPONSORSHIP FEE/PRODUCT

2.1 In consideration of the grant of Sponsorship Rights under this Agreement, the Sponsor shall pay and/or provide to PP&R, for the term of this Agreement, the sponsorship fee and/or product(s) referred to in Item 4(b) of the Schedule (Sponsorship Fee/Product) at the times and in the manner referred to in that Item.

2.2 The Sponsorship Fee/Product shall be the entire amount payable or provided to PP&R under this Agreement.

2.3 PP&R shall only use the Sponsorship Fee/Product for the sponsored activity referred to in Item 4(a) of the Schedule (Sponsored Activity) in a manner consistent with the reasons referred to in Item 4(a) of the Schedule (Sponsorship Rationale).

2.4 Should the Sponsorship Fee/Product not be fully used on the Sponsored Activity, PP&R shall immediately notify the Sponsor of the balance of the unused Sponsorship Fee/Product and shall comply with the Sponsor's directions concerning the use of the unused Sponsorship Fee/Product.

3. SPONSORSHIP RIGHTS

3.1 PP&R grants to the Sponsor the non-exclusive sponsorship rights set out in Item 5 of the Schedule (Rights of Sponsor) for the term of this Agreement.

3.2 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall first be approved by PP&R.

3.3 PP&R shall, whenever the Sponsored Activity is publicized, acknowledge the Sponsor in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

4. USE OF SPONSOR'S NAME AND/OR LOGO

- 4.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by PP&R in respect of the Sponsored Activity shall acknowledge the Sponsor in a manner agreed to by both parties. PP&R recognizes that the marks, logos and similar insignia of the Sponsor are trademark and copyright protected materials and agrees not to utilize them without prior written approval of the Sponsor.
- 4.2 PP&R shall immediately, on the termination or expiration of this Agreement, cease to use or otherwise refer to the Sponsor's name and/or logo except to the extent otherwise authorized by law or agreement.

5. USE OF PP&R'S NAME AND/OR LOGO

- 5.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor in respect of the Sponsored Activity shall acknowledge Portland Parks and Recreation in a manner agreed to by both parties.
- 5.2 The Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to Portland Parks and Recreation name and/or logo in any manner that could imply that the Sponsorship under this Agreement is still in effect.

6. BREACH AND TERMINATION

- 6.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within thirty (30) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 6.2 PP&R may terminate the Agreement if any of the following events occur:
 - (a) The Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor. In this event, PP&R may terminate this Agreement immediately.
 - (b) The Sponsor's business operations or the business or activities of any associated company violate a City of Portland ordinance or are contrary to PP&R's Sponsorship Policy. If PP&R determines that the Sponsor or an associated company has or is violating a City of Portland ordinance, PP&R will provide written notice of said violation. The Sponsor shall have thirty (30) days from the date the notice of violation is received to correct the violation. If the violation is timely corrected, PP&R may not terminate this Agreement for that violation. In the event that the violation, in the sole opinion of PP&R, endangers the health, safety or welfare of the public, PP&R may suspend this agreement immediately.
- 6.3 If this Agreement is terminated, the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee/Product.
- 6.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

7. NOTICES

- 7.1 Unless otherwise directed in writing, notices, reports, and payments shall be delivered to Portland Parks and Recreation at the following address:

Ms. Zari Santner, Director

Portland Parks and Recreation
1120 SW Fifth Avenue, Room 1302
Portland, Oregon 97204-1933

and to the Sponsor at the address and FAX number referred to in Item 2 of the Schedule (Address of Sponsor).

7.2 A notice forwarded by FAX shall be deemed to be received by the addressee when recorded on the transmission result report as being a complete transmission.

8. AMENDMENTS TO AGREEMENT

8.1 Any amendment to this Agreement shall only be valid if the amendment is in writing and signed by both parties. The Director of Portland Parks and Recreation is authorized to execute amendments on behalf of PP&R.

9. ASSIGNMENT

9.1 Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

10. TAXES

10.1 The Sponsor shall be responsible for and pay before any delinquency, all taxes, levies, and assessments of any nature and kind whatsoever, that at any time hereafter may be levied, assessed or otherwise imposed on the Sponsor's activities arising from this Agreement. PP&R agrees it will not assess any type of tax or rent upon the Sponsor; however, the local Little League shall be responsible for any fees or taxes required under the separate license agreement.

11. EQUITY OF TREATMENT

11.1 The Sponsor shall conduct its business in a manner which assures fair, equal, and non-discriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sexual orientation, gender, age or national origin. PP&R recognizes that the Sponsor's use of age divisions for its youth activities does not violate this policy.

12. NEW DISCRIMINATION AND AFFIRMATIVE ACTION

12.1 The Sponsor shall comply with all State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status or disability. Consistent with that obligation, in the event the Sponsor has three or more employees during the term of this agreement, the following provisions of Chapter 23.01 Civil Rights Section 23.01.050 (or as amended) of the Portland City Code shall be deemed to be incorporated herein:

During the performance of this Agreement, the Sponsor agrees as follows:

23.01.050 Discrimination in Employment Prohibited.

(Amended by Ordinance No. 175158, effective January 15, 2001)

A. *It shall be unlawful to discriminate in employment on the basis of an individual's race, religion, color, sex, national origin, marital status, age if the individual is 18 years of age or older, or disability, by committing any of the acts made unlawful under the provisions of ORS 659.030 and 659.425.*

B. *In addition, it shall be unlawful to discriminate in employment on the basis of an individual's sexual orientation, gender identity, source of income or familial status, by*

committing against any such individual any of the acts already made unlawful under ORS 659.030 when committed against the categories of persons listed therein.

13. GOVERNING LAW

13.1 This Agreement shall be governed by and construed under the laws of the State of Oregon, excluding its choice of law principles. Any litigation arising out of this Agreement shall be commenced and maintained in a court of competent jurisdiction sitting in Multnomah County, Oregon.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

EXECUTED by the parties on the date first written above this Agreement.

CITY OF PORTLAND

PORTLAND PARKS & RECREATION	AUDITOR
Name	Name
Title	Title
Signature	Signature
Date	Date

SPONSOR

Little League Baseball, Inc.
Name <i>DAVID HOUSEKNECHT</i>
Title <i>CHIEF FINANCIAL OFFICER</i>
Signature <i>David Houseknecht</i>
Date <i>2/7/08</i>

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney
City of Portland, Oregon

Andre Nguyen
CITY ATTORNEY



PORTLAND PARKS & RECREATION

Healthy Parks, Healthy Portland

SCHEDULE

1. NAME OF SPONSOR

Little League Baseball, Inc.

2. ADDRESS OF SPONSOR

Chief Executive Officer

Little League Baseball, Incorporated

P.O. Box 3485

Williamsport, PA 17701

3. DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES

Little League Baseball, Inc. exists to promote and develop young people's interest in baseball and to develop the values of citizenship, sportsmanship, and, physical fitness in young people.

4. DETAILS OF SPONSORSHIP

(a) Sponsored Activity

The Sponsor will provide partial funding for the development of a baseball facility at Lents Park ("Field"). The portion of the development of the Field that the funding shall be applied to is depicted in the plans attached to this schedule as Exhibit "A". A chartered local little league, currently, Lents Little League, shall enter into a separate agreement with the City for the use, operation and maintenance of the facilities

Sponsorship Rationale

This mutually beneficial agreement provides the Sponsor with a field for a local Little League and provides the City with improvements to Lents Parks that will be used by the public.

(b) Sponsorship Fee

Sponsor will pay \$50,000 as a contribution towards the construction of the improvements, as depicted in Exhibit "A", at Lents Park.

Sponsorship Product

None.

(c) Term of Sponsorship

The term of this Agreement is five (5) years, commencing on the satisfactory completion of the Field in circumstances which make its physical condition safe for use by the public and the local Little League. Upon the mutual consent of the parties, the Sponsor may renew this Agreement for one (1) additional five (5) year term. To initiate the renewal process, the Sponsor shall submit a written request to PPR's Manager, Strategy, Finance and Business Development at the address herein not less than six (6) months prior to the expiration date of this Agreement.

6. **RECOGNITION OF SPONSOR**

The Sponsor shall have the right to place a recognition plaque at the Field that acknowledges the Sponsor, the local little league, PP&R and the Sponsor's source for funding for this project. The Sponsor shall provide examples of the plaque to PP&R, and obtain PP&R's written approval of the plaque, which will not be unreasonably denied, prior to its placement at the Field.

LITTLE LEAGUE T-BALL FIELD DEVELOPMENT AT LENTS PARK Portland, Oregon

CONSTRUCTION DOCUMENTS - AUGUST 14, 2007

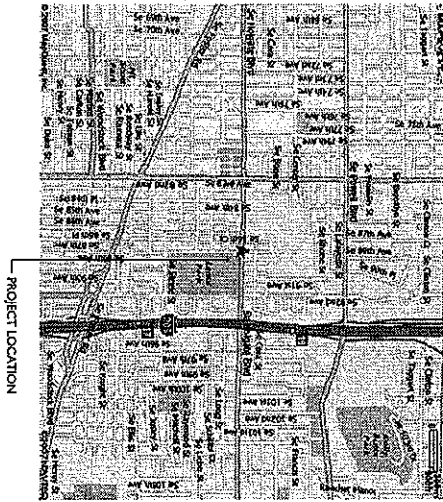
DESIGN TEAM

**LITTLE LEAGUE BASEBALL
URBAN INITIATIVE PROGRAM**
P.O. BOX 3485
WILLIAMSPORT, PA 17701
PH: 570.326.1921
FX: 570.326.1074
MR. DAVID JAMES

LANDSCAPE ARCHITECT
SPORTS ONE DEVELOPMENT, INC.
3901 E. 10th STREET RD. SUITE 100
P.O. BOX 176
GRANDVIEW, COLORADO 80834
PH: 970.971.6116
FX: 970.330.7469
MIKE WALKER

CONSTRUCTION MANAGEMENT
LANDMARK CONSTRUCTION SOLUTIONS, INC.
4627 W. 20th STREET RD. SUITE 'A'
GREELEY CO. COLORADO 80634
PH: 970.330.4316
FX: 970.330.8160
JON MOSIER

VICINITY MAP



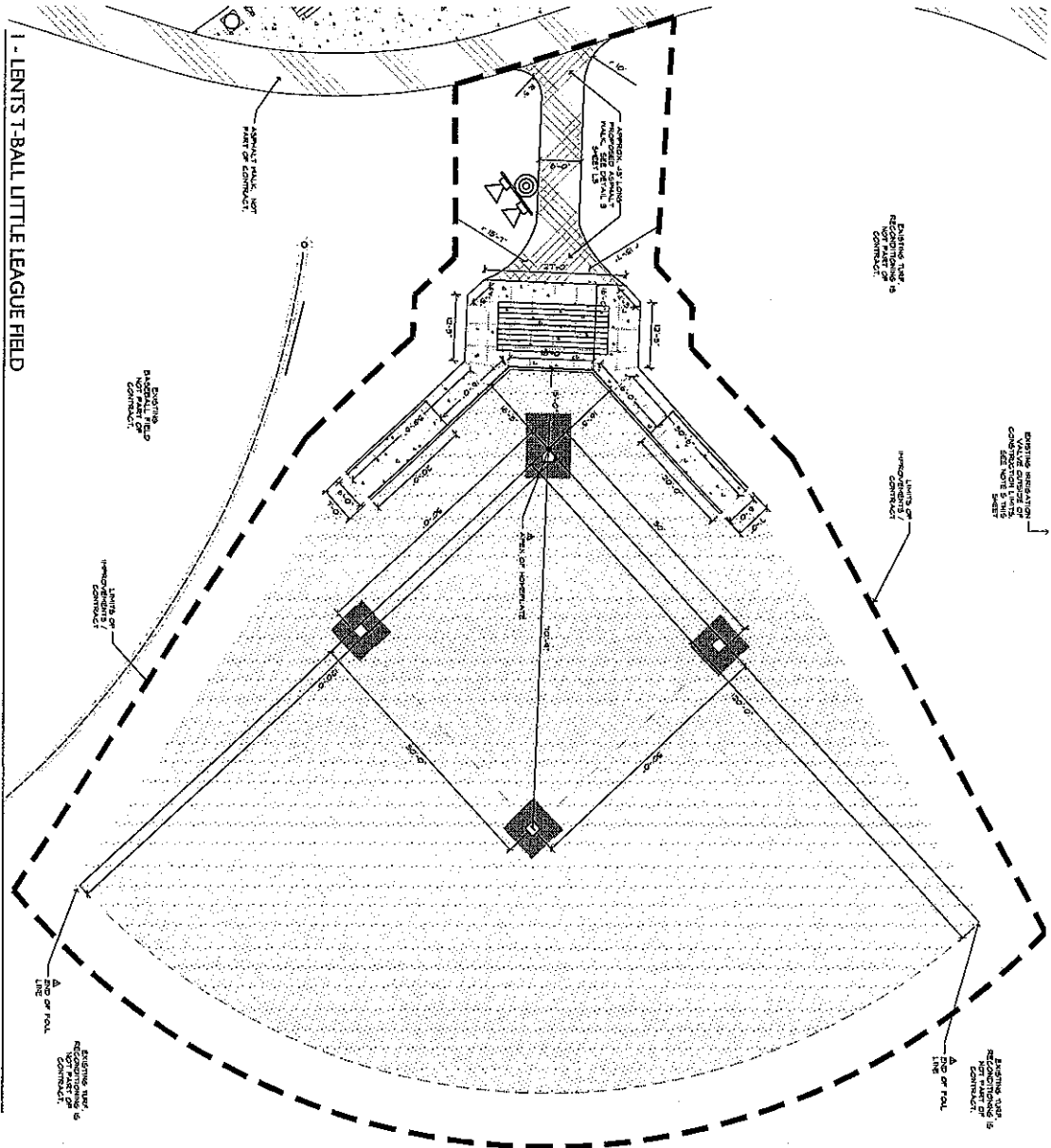
SHEET INDEX

- 00 COVER
- L1 FIELD SITE PLAN
- L2 FIELD LAYOUT PLAN
- L3 FIELD, FENCE & BACKSTOP DETAILS



		LITTLE LEAGUE T-BALL FIELD DEVELOPMENT AT LENTS PARK PORTLAND, OREGON	
		Drawn By: SportsOne Approved By: Mike Walker Scale:	ISSUED FOR CONSTRUCTION: AUGUST 14, 2007 DWG: 8-14-07 09:15 AM 03/19/07 10:01 AM 08/14/07 ABERNETHY
COVER PAGE Sheet:		00	

1 - LENTIS T-BALL LITTLE LEAGUE FIELD
Site Plan



GENERAL IRRIGATION NOTES:

1. INSTALL PERMANENT LINES AND HEADS AS NECESSARY TO PROVIDE ADEQUATE COVERED FIELD IRRIGATION SYSTEM.
2. ADD IRRIGATION HEADS AND LATERAL LINES AS NECESSARY TO PROVIDE ADEQUATE COVERED FIELD IRRIGATION SYSTEM.
3. ALL IRRIGATION HEADS TO BE FIELD ACQUIRED BY THE INSTANT CONTRACTOR. CONTRACTOR SHALL MAINTAIN EXISTING LAYOUT.
4. CONTRACTOR SHALL PROVIDE A COMPLETE IRRIGATION SYSTEM WITH THE FIELDS AND IRRIGATION DISTRICT.
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LEGEND

- 5" DEPTH BRICKLINED INFIELD PAVEMENT
- 5" DEPTH ASPHALTIC CONCRETE
- 4" DEPTH CONCRETE
- RECOMMENDED FIELD GRADES

	<p>LITTLE LEAGUE T-BALL FIELD DEVELOPMENT AT LENTIS PARK PORTLAND, OREGON</p>		
<p>Drawn By: Sweeney Approved By: MW</p>	<p>DATE: 02-14-07 PROJECT: LENTIS T-BALL FIELD DEVELOPMENT DATE: 02-14-07 SCALE: AS SHOWN DATE: 01-14-07 SCALE: AS SHOWN</p>	<p>DATE: 02-14-07 PROJECT: LENTIS T-BALL FIELD DEVELOPMENT DATE: 02-14-07 SCALE: AS SHOWN</p>	<p>DATE: 02-14-07 PROJECT: LENTIS T-BALL FIELD DEVELOPMENT DATE: 02-14-07 SCALE: AS SHOWN</p>

L2

