



PORTLAND PARKS & RECREATION

Healthy Parks, Healthy Portland

SPONSORSHIP AGREEMENT (\$10,000+)

This Agreement is made on the _____ day of _____, 200____, 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.

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.

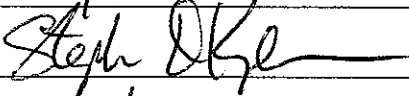
EXECUTED by the parties on the date first written above this Agreement.

CITY OF PORTLAND

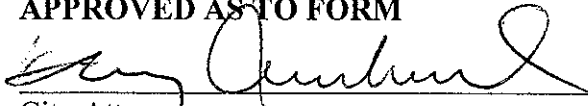
PORTLAND PARKS & RECREATION	AUDITOR
Name	Name
Title	Title
Signature	Signature

Date	Date
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SPONSOR

Little League Baseball, Inc.	
Name	Stephen D Keener
Title	Pres/CEO
Signature	
Date	6/5/08

APPROVED AS TO FORM



Chief Deputy City Attorney
City of Portland, Oregon



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 Lillis Albina Park ("Field"). The intended development and its location in the Park is depicted on the plans attached to this schedule as Exhibit "A" to this Schedule. A chartered local little league, currently, Peninsula League, shall have priority use of the Field from February 1 to August 31 throughout the term of this Agreement, with said use to be subject to the permitting policies and procedures for PP&R ball fields, as they may change over time, including policies and procedures applicable to permit fees and maintenance.

Sponsorship Rationale

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

(b) Sponsorship Fee

Sponsor will pay \$150,000 as a contribution towards the construction of the improvements, as depicted in Exhibit "A", at Lillis Albina Park.

Sponsorship Product

None.

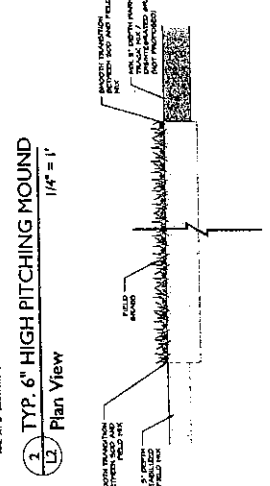
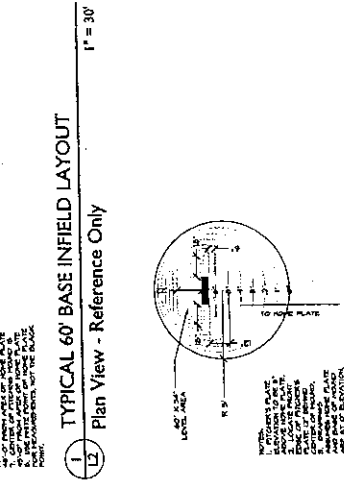
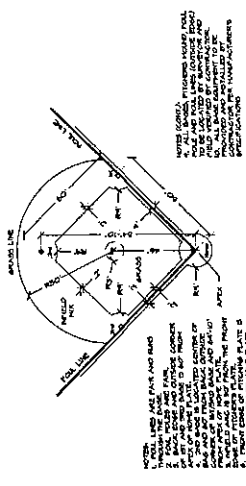
(c) Term of Sponsorship

The term of this Agreement will be five (5) years, with an option for a five (5) year renewal. The City will consider the option to be exercised by the Sponsor unless the Sponsor provides the City with at least ninety (90) days written notice of its intent to terminate the Agreement at the end of the initial five-year term. The initial term of the Agreement will commence upon the satisfactory completion of the Field improvements in circumstances which, in PPR's sole discretion, make its physical condition safe for use by the public and the local Little League.

The Sponsor may apply for new sponsorship agreement during the last year of the renewal term, with final approval being subject to approval of the City Council. Said application must be made in writing at least six months prior to the expiration of the renewal term.

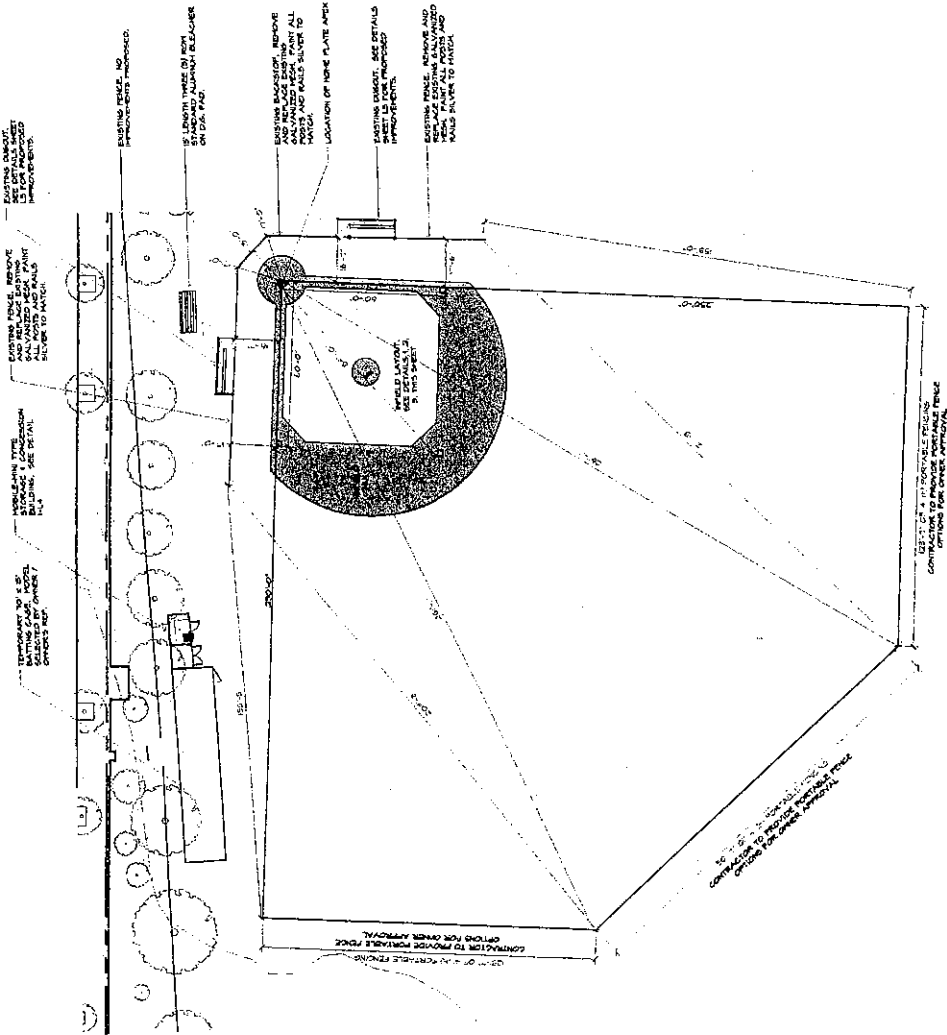
6. RECOGNITION OF SPONSOR

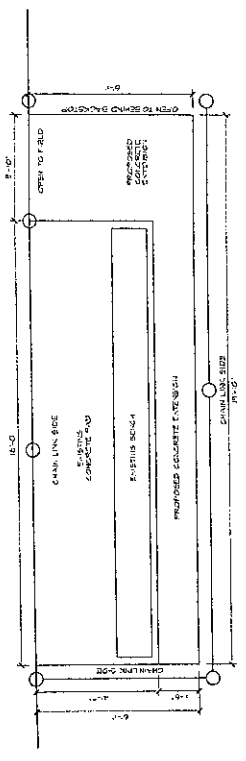
The Sponsor shall have the right to place a recognition plaque at the Field that acknowledges the Sponsor, the local little league, PP&R and the Sponsor's source for funding for this project. The Sponsor shall provide examples of the plaque to PP&R, and obtain PP&R's written approval of the plaque, which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



LEGEND

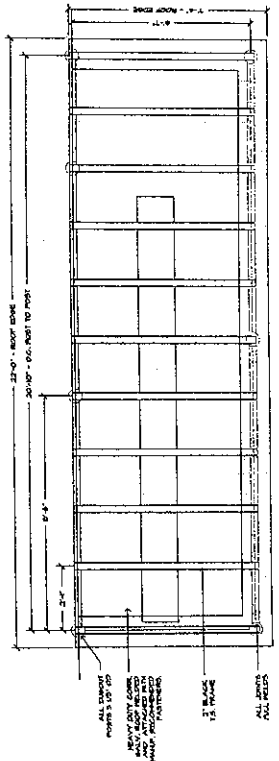
- 5" DEPTH STABILIZED SPREAD SHA. - DA. - DISPERSED GRANITE
- 4" DEPTH REINFORCED CONCRETE





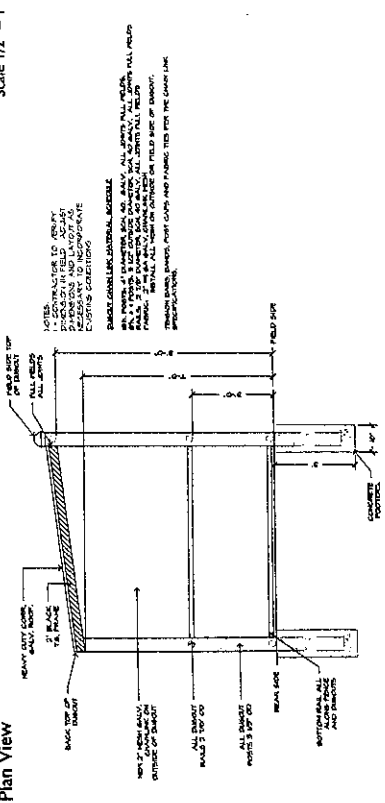
NOTES:
 1. CONTRACTOR TO VERIFY DIMENSIONS IN FIELD. ADJUST DIMENSIONS AND LAYOUT AS NECESSARY TO INCORPORATE EXISTING CONDITIONS.

1 DUGOUT PLAN
 Scale 1/2" = 1'



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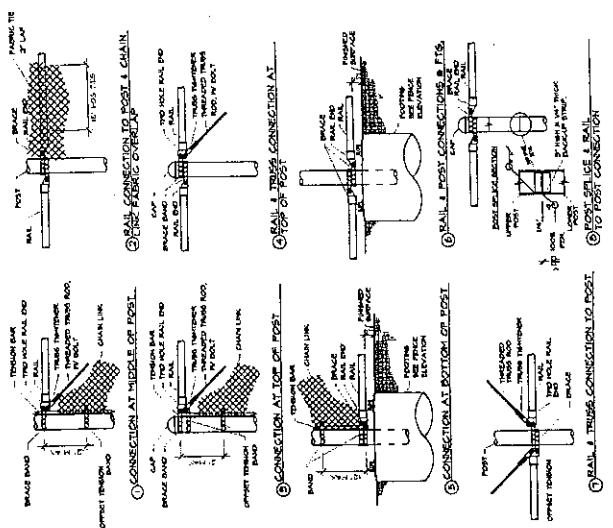
2 DUGOUT LAYOUT
 Scale 1/2" = 1'



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 1. CONTRACTOR TO VERIFY DIMENSIONS IN FIELD. ADJUST DIMENSIONS AND LAYOUT AS NECESSARY TO INCORPORATE EXISTING CONDITIONS.

3 DUGOUT LAYOUT
 Scale 1/2" = 1'

4 SIDE OF DUGOUT
 Scale 1/4" = 1'



1 TYPICAL FENCE CONNECTIONS
 Details

1. RAILS SHALL BE CONNECTED TO POSTS BY MEANS OF THE CONNECTIONS SHOWN. DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TO CENTERLINE OF POST AND RAIL UNLESS OTHERWISE NOTED.

2. RAILS SHALL BE CONNECTED TO TRUSSES BY MEANS OF THE CONNECTIONS SHOWN. DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TO CENTERLINE OF TRUSS AND RAIL UNLESS OTHERWISE NOTED.

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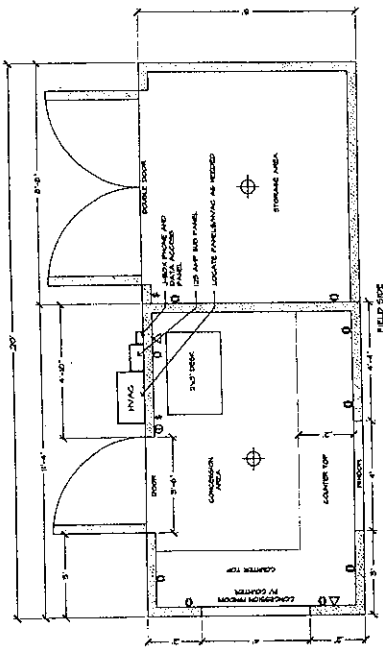
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1 TYPICAL FENCE CONNECTIONS
 Details



- LEGEND**
- ⊕ INTERIOR OVERHEAD LIGHT
 - ⊙ SINGLE SWITCH
 - ⊚ DUPLEX GFI RECEPTACLE - 5 AMP
 - △ BOX (INDICATED)
 - ⊙ THERMOSTAT

- NOTES**
1. CONCESSION AREA TO BE FULLY FINISHED FOR MANUFACTURER.
 2. STORAGE AREA TO BE UNFINISHED
 3. ELECTRICAL SYMBOLS TO BE PROVIDED BY OTHERS.

PRE MANUFACTURED STORAGE/CONCESSION BUILDING

L4 Floor Plan

Scale 1/2" = 1'