

**SPONSORSHIP AGREEMENT  
FOR CITY OF JONESBORO  
INFORMATION TECHNOLOGY VAN**

This agreement is made by and between Getback, Inc. d/b/a JTown Grill and Munchies (SPONSOR) and the CITY OF JONESBORO (CITY), on this \_\_\_\_ day of August, **2021** (the “Effective Date”).

WHEREAS, the CITY is the owner of an information technology van, and hereafter referred to as the “Van”; and

WHEREAS, SPONSOR and the CITY desire to enter into this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Van by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Van;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

**I. Term**

- (1) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the fifth (5<sup>th</sup>) anniversary thereof.

**II. Sponsorship of Van**

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR’s name shall be put on the Van and said sponsorship and name shall remain for a period of five (5) years.
- (2) It is agreed between the parties that the SPONSOR shall pay for the cost of the wrap of the Van which is estimated to be \$3,600.00.
- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to negotiate the renewal of this agreement for an additional three (3) years upon the expiration of this contract.
- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY.

- (5) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on the Van or the wrap on the Van.

### **III. Assignability and Exclusivity**

This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **IV. Miscellaneous Provisions.**

- (1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- (2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (5) Each party represent to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

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

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

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

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

CITY OF JONESBORO

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Harold Copenhaver, Mayor

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

ATTESTED BY:

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April Leggett, City Clerk