



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-130-2019

File Number: RES-19:133

Enactment Number: R-EN-130-2019

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH DENVER'S REFRIGERATION FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

WHEREAS, the City of Jonesboro, Arkansas owns and maintains Southside Sports Complex located at 5301 Stadium Blvd; and,

WHEREAS, Denver's Refrigeration is seeking sponsorship recognition on one softball field at the Southside Sports Complex; and,

WHEREAS Denver's Refrigeration is sponsoring the field for the sum of \$7,500 for a period of 5 years;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Denver's Refrigeration for the sponsorship of a field at Southside Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER, 2019.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR ATHLETIC FIELD LOCATED AT SOUTHSIDE SOFTBALL COMPLEX

This Agreement is made by and between **Denver's Refrigeration** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **12th** Day of **September, 2019** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Southside Softball Complex", and hereafter referred to as the "Facilities"; and

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

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

I. Term

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the **31st of December, 2024**.

II. Sponsorship of Facilities

- 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 a sign to be erected on a designated athletic field (Softball Field #4) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$7,500**.
 - A sum of **\$1,500** shall be paid on **November 1, 2019**
 - A sum of **\$1,500** shall be paid on **July 1, 2020**
 - A sum of **\$1,500** shall be paid on **July 1, 2021**
 - A sum of **\$1,500** shall be paid on **July 1, 2022**
 - A sum of **\$1,500** shall be paid on **July 1, 2023**

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 2.5' x 14' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

III. Assign ability 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.

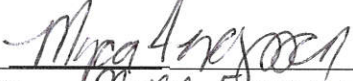
X. Miscellaneous Provisions.

- 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, AR.
- 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 represents 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.

DENVER'S REFRIGERATION

By: 
Name: Myca Ferguson
Title: Treasurer
Date: 9/12/19