



REQUEST FOR ACTION CITY COUNCIL

Agenda Date: 8/5/2024
Agenda Section: New Business

Department: Planning and Zoning

Agenda Item: City Festival Sponsorship Agreement

Approval Required: Simple Majority Vote

BACKGROUND

City staff collaborated with other municipalities on their Sponsorship Agreements and their policies associated with them. Staff is creating a Sponsorship Agreement based on the findings of their research. The agreement will be uploaded once completed and presented at the Council meeting. We have attached a couple samples of agreements for your review.

FINANCIAL IMPLICATIONS

Sponsors open avenues for new sources of revenue, allow the city to hold more community events and programs, offer residents the opportunity to participate through scholarships, and establish a stronger base of external support.

STAFF RECOMMENDATIONS

Staff recommends the City Council accept the Sponsorship Agreement and the policies listed in the application.

COUNCIL ACTION REQUESTED

Motion to approve the Sponsorship Agreement.

2024 Harmony in the Park Sponsorship Form

This amazing event would not be possible without the generous contributions of our sponsors. *Thank you, sponsors!*

2024 Sponsorship Levels:

Platinum	\$500 and up
Gold	\$200 - \$499
Silver	\$100 - \$199
Bronze	\$25 - \$99



Banners (\$200 & up only), press releases, posters, and flyers will acknowledge your sponsorship. A verbal acknowledgement will also be made at each concert.



Sponsorship donations must be received by **Friday, May 3, 2024** to be included on marketing materials. If we receive your sponsorship after the above date, your name/business will still be verbally acknowledged at each concert and will be included on our website, but will **not** be included on any of the *Harmony in the Park* marketing materials.

All donations/sponsorship can be dropped off at, or mailed to:
Lindström City Hall, 13292 Sylvan Ave., Lindström, MN 55045

Make checks payable to: City of Lindström.

Debit or credit card payment: Call or stop in at Lindström City Hall at 651-257-0620 during regular business hours (Monday – Thursday 7am – 4:30pm and Friday 7am – Noon)

(Please return this portion with your payment.)

Yes, I want to be a Harmony in the Park Sponsor!

Name/Business name as you want shown on marketing materials (**deadline 5-3-2024**):

Check box if you wish to remain anonymous

Amount of Sponsorship: \$ _____ *Thank you!*

To receive a copy of your receipt via email, please complete below:

Email: _____

FOR OFFICE USE ONLY:
Date Received: _____
Receipt # _____
Code 238-36230



CONTRIBUTION/DONATION FORM

The City of Monticello is generally authorized to accept gifts, donations and contributions of money or real and personal property according to Minnesota Statutes Sections 465.03 and 465.04. Contributions must be for the benefit of its citizens, and the City is specifically authorized to use the contribution for the benefit of its citizens in accordance with the terms prescribed by the donor. Contributions are intended to aid the City in establishing facilities, operations, events, or programs within the City's jurisdiction either alone or in cooperation with others, as allowed by law. Said gifts may be limited under provisions of MN Statutes Section 471.895. The law requires that all gifts, donations, and contributions be approved by a two-thirds vote of the City Council. Any contributions received will be presented to Council for approval. The gift, contribution or donation will not be applied for its intended purpose until such time as approval is given.

Individual or Organization Name: _____

Address: _____

Phone/Email: _____

Contact Name (if applicable): _____

Type of Donation: Cash/Check \$: _____

Other: _____

Value \$: _____

(Attach Verification)*

Purpose of Contribution: _____

Contribution to Benefit: City Department: _____

Organization: _____

Event: _____

Other: _____

Signature: _____ Date: _____

**Verification may include receipts, statement of value, or terms and conditions of contribution.*



City of Minnetonka Music in the Park Sponsorship Application

Thank you for your interest in sponsoring a concert at the City of Minnetonka's Free Music in the Park Concert Series!

These concerts take place at the Amphitheater on our city campus. The series runs every Tuesday, from 6:30-8 p.m., June 25 through August 27 and is free for all attendees.

Sponsorship Details

- \$500 fee to sponsor one concert.
- Business name and/or logo on our Entertainment in the Park flyer- flyer is placed throughout the city and is present at each concert on large sandwich boards.
- Recognition in our Minnetonka Memo city newsletter that goes out to approximately 29,000 households.
- City of Minnetonka social media post.
- Verbal recognition by the band during the concert.
- One table and two chairs provided the evening of the concert to pass out marketing materials, giveaways, etc. if desired. Set-up is available as early as 5:00 p.m.
- On average, 350 people attended each Music in the Park concert in 2023.

Applicant Information

Contact Name: _____
First *Last*

Business Name: _____

Business Address: _____
Street Address

City *State* *ZIP Code*

Phone: _____ Email _____

Availability (please select all dates you're available to sponsor)

June

25

July

2

9

16

23

30

August

6

13

20

27

Comments: _____



City of Minnetonka Music in the Park Sponsorship Application

Sponsorship Guidelines

- Must be an organization or business operating in the city of Minnetonka.
- The organization's product or service cannot conflict with city's decorum, policies or goals. For example, the city does not accept sponsorships or advertisements from organizations such as those promoting tobacco use, alcohol, gambling, religious organizations/communities etc.
- The organization's product or service cannot compete with a city program or facility.
- Sponsors cannot sell services, products or exchange funds on-site for any reason.
- City cannot appear to endorse any party, candidate or social issue. Must be politically neutral.
- The city reserves the right to reject any and all sponsorship requests.

Disclaimer and Signature

I certify that I have read and understand the sponsorship guidelines.

If this application leads to sponsorship, I understand that false or misleading information in my application may result in cancelation of sponsorship without a refund.

Signature: _____ Date: _____

Please submit all applications to Kaylee at kcoonan@minnetonkamn.gov by Friday, April 12 at 4:30 p.m.

All applications are reviewed carefully. Submission of application does not guarantee acceptance. You will be contacted by April 30. All questions can be directed to Kaylee.

CITY OF BURNSVILLE SPONSORSHIP AGREEMENT

Agreement made this ____ day of _____, 20__ between the City of Burnsville, a municipal corporation under the laws of the State of Minnesota ("City"), AND _____ ("Sponsor").

WITNESSETH

1. Sponsorship Acknowledgement

In consideration of the promises and sponsorship herein, the City hereby provides to sponsor acknowledgement via the following methods: _____

2. Term of Sponsorship

This Sponsorship shall extend for _____

(term of event, program or production)

3. Goods, Service or Financial Contribution Provided by Sponsor

In return for aforementioned acknowledgement, sponsor shall provide the City or its designee _____ and remit with signed agreement.

4. Sponsorship Subject to Approval by City.

Extent of sponsor acknowledgement will be determined by the City and is outlined above. Sponsors must meet City approval per **City Council policy No. 1.137. Sponsorship is not accepted related to firearms, political persons or organizations, or sexually oriented products or stores. Sponsorship related to alcohol and tobacco is not permitted for youth or family programming, but may be permitted for adult recreation programs or tournaments.**

5. Indemnification.

Sponsor agrees to indemnify the City, its agents, employees and officials for and defend them against all actions, claims, demands, loss or expense of any kind or nature which the City its agents, its employees and officials shall incur or sustain by reason of any claim, demand, investigation, or litigation resulting from

messages displayed on sponsorship devices by or at the request of Sponsor, including but not limited to, claims, demands, or litigation alleging that the messages or activities are defamatory, constitute illegal competition or trade practice, contain infringement of trademarks or trade names, or constitute violation of rights of privacy or infringements of copyrights and proprietary rights, notwithstanding the City's prior inspection of any sponsorship material and the City's failure to object to its display. This provision shall survive any cancellation or termination of this Agreement.

6. Temporary Discontinuance of Sponsorship.

The City may require Sponsor to discontinue displaying of any sponsor acknowledgement whenever such discontinuance is necessitated in consequence of any legal proceeding, whether seeking damages or equitable relief, or by any order or determination of any court. The Sponsor shall have no claim against the City for damages or otherwise, by reason of such discontinuance.

7. Assignment of Agreement.

This Agreement shall not be assigned without the written consent of the City, which consent shall not be unreasonably withheld.

8. Waivers.

Failure of either party to object to any default, or to any other act or omission of the other, which is in violation of the terms of this Agreement, shall not be deemed a waiver of the right to object to any subsequent default, act or omission, whether similar or dissimilar.

9. Laws Governing Agreement.

This Agreement is to be governed by the laws of the State of Minnesota.

Sponsor

Signature: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Date: _____

City of Burnsville (or designee)

By: _____

Date: _____