



ADVERTISING AND PROMOTION AGREEMENT

THIS AGREEMENT is made this 19 day of NOV, 2013 by and between the City of Santa Fe (the "City"), Genoveva Chavez Community Center (the "GCCC") and Santa Fe County ("Customer"). RD 10/9/13

Recitals.

Customer and City desire to exchange advertising locations in the GCCC Ice Arena in exchange for monetary payments.

Agreements.

In consideration of the mutual covenants set forth in this Agreement, City and Customer hereby agree as follows:

1. Advertising and Products.

The Customer shall arrange for the ordering, purchasing and shipping of all advertising materials and products. For ordering product the Ice Arena can assist as needed with suggested product specifications.

In-Ice Logo's (Annual purchase and installation when the sheet of ice is scheduled to be removed and replaced)
QTY _____ Approximate Size(s) _____ Delivery Date _____
In-Ice Logo(s) Installation Date _____ Removal Date _____
In-Ice Logo(s) Placement Fee(s) \$ _____

Dasher Board Signage (Annual Purchase and Installation – Available Year Round)

(11-19-13)

QTY 1 Size 8 feet by 3 feet (standard) Delivery Date TBD 11-18-13
Dasher Board Signage Installation Date TBD 11-19 Removal Date TBD 11-19-14
Dasher Board Signage Placement Fee(s) \$ 300.00 Installed 11-18-13

2. Specification and Services Completion.

Customer is responsible for all ordering, artwork, payment and shipping of product. The GCCC Ice Arena will receive and inspect product with Customers approval. Upon Customer's approval, City (Ice Arena) staff will place product in the agreed upon GCCC Ice Arena location and will also be responsible for removal of product on the agreed upon date of removal. Product placement is based on first come – first served and the Ice Arena has final say in product placement. The GCCC Ice Arena will not be responsible for damage to the product, if the product becomes too worn and or becomes a skating hazard the GCCC Ice Arena has the right to remove the product with no compensation or refund to the Customer. (The GCCC Ice Arena suggests purchasing two of the same products as a backup or for use the following year). The GCCC Ice Arena may allow existing products in acceptable condition to be used the following year, annual fees still apply

3. Compensation. For all of City's Services under this Agreement, Customer shall compensate the City, pursuant to the terms as follows.

~~1) In-Ice Logo installation and annual placement fee is \$500.00 per Logo, paid in advance. NOTE: In-Ice Logo payment must be paid in full prior to product being placed under the ice.~~ RD 10/9/13
2) Dasher Board Signage installation and annual placement fee is \$300.00 per 8'x 3' signage, paid in advance. In the event Customer fails to make any of the payments referenced the City has the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement; (2) withhold all materials and services administered by City on behalf of Customer; (3) bring legal action.

City Recreation Division Director, Signature [Signature] Date 12-5-13

Customer Signature [Signature] Date 10-15-13

Approved as to form
Santa Fe County Attorney
By [Signature]
Date: 10/17/13 cmh