



SPONSORSHIP AGREEMENT Intercity Transit

This agreement (“Agreement”) is made and entered into by and between the Joint Base Lewis-McChord (JBLM) Installation Directorate of Family & Morale, Welfare and Recreation (“Fund”) and **Intercity Transit** (“Sponsor”). Sponsor and Fund are collectively referred to herein as the “Parties” and singly as a “Party.” The Fund seeks to promote a positive, healthy lifestyle and active participation in recreational programs for Soldiers and Airmen, their families and other eligible persons. In consideration of the premises and mutual promises set forth herein, the Parties, intending to be legally bound, hereby agree as follows.

Sponsorship:

- Newcomer’s Orientation – February 2019 through January 2020 **\$6,500.00 Value**
(The nonprofit rate is 50% off the value, or \$3,250.00; additionally, one booth at the event will be shared between Pierce Transit and Intercity Transit. Pierce Transit (CP-19-14) is responsible for \$1,625.00; Intercity Transit (CP-19-15) is responsible for \$1,625.00 Totaling \$3,250.00 the nonprofit rate)

Total: \$ 1,625.00

1. Premises

- a. The Fund designates the Sponsor as a corporate sponsor of above-listed events.
- b. The Fund agrees that the Sponsor may advertise its sponsorship of listed events.
- c. The Sponsor agrees not to engage in on-site selling of products and/or services and recognizes that to engage in these activities is prohibited.
- d. This Agreement does not constitute solicitation registration as required by applicable regulation.
- e. This agreement does not provide any television, radio, movie or video recording or resale rights without prior written approval from the Joint Base Lewis-McChord Public Affairs Office.

2. Fund Responsibilities:

- a. Provide coordination and all logistical support and requirements to fulfill its responsibilities under the Agreement; ensure that activities are conducted in compliance with all applicable federal, state and local laws, rules, and regulations.
- b. Ensure Sponsor is billed for services rendered.
- c. Provide coordination and all logistical support and requirements to conduct the listed event(s).
- d. Provide adequate professional staff to plan, organize, promote and conduct each event.

Initials _____ Date _____

- e. Provide an endorsement disclaimer for promotional materials distributed in connection with the event.
- f. Not grant the Sponsor exclusivity at events above stated.
- g. Provide a 10'x 10' booth space at all events listed.
- h. Ensure logo exposure for all applicable available marketing associated for the listed events.

3. Sponsor's Responsibilities:

- a. The Sponsor agrees to provide all the names of employees that will be needing access passes submitted to the Fund no later than three weeks prior to the requested access date.
- b. The Sponsor agrees to provide all advertising artwork to the specifications provided by Fun no later than 14 days prior to the start of the advertising.
- c. The Fund reserves the right to review all proposed advertisements and to reject any and all advertisements or sponsorships not in the Fund's, JBLM's or the Army's best interests.

4. The total cost of Sponsorship Agreement CP-19-15 is \$1,625.00

- a. The Sponsor, in exchange for promotional tie-ins with events, will provide payment according to the following schedule: one lump sum payment due no later than 1 April 2019, or 12 equal payments of \$135.42 on the first of every month beginning 1 February 2019 until on or before 1 January 2020.
- b. Sponsor may remit funds to the Fund using Master Card or Visa by calling the Fund's financial management office at 253-966-4300. Alternatively, Sponsor may mail payment to:

DFMWR CORPORATE PARTNERSHIPS OFFICE
ATTN: ANGELA FRASIER
BOX 339500 MS 20
JOINT BASE LEWIS-MCCHORD, WA 98433-5000

- c. Any cash or property left over may be redirected to other programs as determined by the Director DFMWR.

5. Sampling and Giveaways. The Sponsor will not distribute to military personal or other participants any premiums, samples, or giveaways with a retail value in excess of \$20.00 per person. Any items valued over \$20.00 must be transferred to the Fund and distributed by that NAFI. No alcohol or tobacco samples may be distributed, regardless of their value.

6. Trademark License. The Sponsor hereby grants to Fund a royalty-free, nonexclusive license to use and display the trademarks associated with products. Such use shall be limited solely to the duration of sponsorship of the event and any advertising or promotional activities relating thereto. The Sponsor and Fund shall not use any of the Sponsor's trademarks in a way which would cause any person reasonable to infer, or would otherwise convey the impression, that the Sponsor or Fund is in any way affiliated with or otherwise acting on behalf of Sponsor or which

Sponsor Initials: _____ Date: _____

may be detrimental to Sponsor's or the Fund's interest. The Fund acknowledges that the provisions of this paragraph do not convey to them any right, title or ownership interest in the trademarks. Except as expressly provided herein, neither party shall have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s) or other identification of the other parties without their prior written consent.

7. Publicity. This agreement does not provide any television, radio, movie or video recording or resale rights without prior written approval from the Joint Base Lewis-McChord Public Affairs Office. The Sponsor agrees to allow pictures and narrative descriptions of its sponsorship support to be published for the purpose of informing the public of its support and to illustrate sponsorship recognition in materials publicizing the commercial sponsorship program to other prospective sponsors. Recognition or publicity of the Sponsor will be limited to those actions specifically authorized in this agreement. The Sponsors may not be given any special concessions or other favored treatment beyond what is outlined in this agreement.

8. Term and Termination. The term of this Agreement shall commence as of date signed by both parties and expires one year from date of signature, unless amended, revised, superseded, or terminated by mutual consent. This Agreement may be terminated by either party by giving at least 60 days written notice to the other party. The Agreement may also be terminated at any time upon the mutual written consent of the Parties.

9. Competitive Advertising. The Fund has the right to solicit multiple sponsorships for like products and/or services.

10. Endorsement. To avoid the appearance of Federal endorsement, the Fund will include or add the official disclaimer "No Federal endorsement of sponsors(s) implied" to all advertising media and other promotional materials produced and provided in connection with the App that references the Sponsor. The Sponsor will not make any reference to being an "official" vendor, product or service of the Fund or of any part of the Federal Government. Any reference implying endorsement is prohibited.

11. Independent Contractor. The Sponsor and the Fund shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between the Fund and the Sponsor whatsoever. The Fund and Sponsor each shall be solely responsible for the conduct of its respective employees, personnel and agents in connection with the performance of their respective obligations hereunder.

12. Force Majeure. No Party shall be responsible for events that are unforeseeable and beyond its reasonable control, such as acts of God, weather, government restrictions, acts of terrorism, or unforeseen commercial delays.

Sponsor Initials: _____ Date: _____

13. Disputes: Any disputes relating to this Agreement will, subject to any applicable statute, regulation, Executive Order, Directive or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19.

14. Assignment. This Agreement is not assignable or transferable in whole or part by any Party hereto without the prior written consent of the Parties.

15. Certification. Sponsor certifies that sponsorship costs will not be chargeable in any way to any part of the Federal Government.

16. No Waiver. The failure of either Party to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. Hold Harmless. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Each Party hereto agrees to be responsible and assume liability for its own negligent acts or omissions, or those of its officers, agents or employees, to the fullest extent required by law.

17. Notices. The following points of contact will be used by the Parties to communicate in the implementation of this Agreement. Each Party may change its point of contact upon 30 days' notice to the other Party. All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

Sponsor	Fund
Primary Name: Intercity Transit Address: 222 State Ave. Olympia, WA. 98496 POC: Carolyn Newsome Phone: (360) 786-1881 EMAIL: cnewsome@intercitytransit.com	Primary DFMWR Angela Frasier Commercial Sponsorship & Advertising Manager (253) 967-7942 angela.m.frasier.naf@mail.mil
Alternate None Provided	Alternate Gabriel C. Leon Guerrero Commercial Sponsorship & Advertising Coordinator (253) 966-2256 gabriel.c.leonguerrero6.naf@mail.mil

Sponsor Initials: _____ Date: _____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

SPONSOR SIGNATURE BLOCK

Intercity Transit

Signature: 

Printed Name: ANN Freeman-Manzanares

Title: General Manager

Date: 11/14/18

FUND SIGNATURE BLOCK

Joint Base Lewis-McChord (JBLM) Installation Directorate of Family & Morale, Welfare and Recreation

DIRECTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Sponsor Initials: _____ Date: _____

18. Entire Agreement. This Agreement contains the entire understanding between the Parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, arrangements, communications or representations, whether oral or written. This Agreement may not be amended, altered, modified or changed except by an addendum signed by all Parties hereto.

SIGNATURE PAGE FOLLOWS

Sponsor Initials: _____ Date: _____

Patricia Messmer

From: Carolyn Newsome
Sent: Tuesday, November 13, 2018 12:02 PM
To: Patricia Messmer
Subject: FW: Please DocuSign: CP-19-15 Intercity Transit.docx

Hi Pat,
Can you have Ann sign this for me, I'm in Nashville...

*Thanks Carolyn
What exactly
does this get us?
A*

Thank you!

From: DocuSign NA3 System <dse_NA3@docusign.net>
Sent: Tuesday, November 13, 2018 11:27 AM
To: Carolyn Newsome <CNewsome@intercitytransit.com>
Subject: Please DocuSign: CP-19-15 Intercity Transit.docx



Angela Frasier sent you a document to review and sign.

REVIEW DOCUMENT

Angela Frasier
angela@militarypartnerships.com

Good afternoon Carolyn,

The 2019 JBLM contract is attached for your review and signature online (or feel free to print/sign/scan & return). Just let us know any questions.

Thank you!

Very respectfully,

Angela Frasier

DFMWR (Directorate of Family, Morale, Welfare & Recreation)
Bldg. 2013 Room 131, Joint Base Lewis-McChord, WA 98433
Phone: 253-967-7942 | Cell: 253-324-0562
Email: angela@militarypartnerships.com | angela.m.frasier.naf@mail.mil
Web: www.MilitaryPartnerships.com

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