

SPONSOR: _____
 CONTACT PERSON: _____
 ADDRESS: _____

 FEDERAL TAX ID NUMBER/U.B.I. NUMBER: _____
 TELEPHONE/FAX NUMBER: _____
 COUNTY DEPT: _____
 DEPT. CONTACT PERSON: _____
 TELEPHONE/FAX NUMBER: _____
 PROJECT: _____
 AMOUNT: _____
 FUND SOURCE: _____
 CONTRACT DURATION: _____ through _____

AGREEMENT FOR SPONSORSHIP

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and _____, a _____ (the "Sponsor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to coordinate payment and/or trade in-kind from the Sponsor to the County in exchange for recognition of the Sponsor by the County at County park properties as further described in Scheduled A attached hereto and by this reference made a part hereof (the "Services"). The Services shall not include promotion or advertising of any specific product or service, contain price information, discuss savings or value, or contain comparative or qualitative descriptions of products or services. The Services shall not constitute any endorsement by the County of the Sponsor business, products, services, positions or statements.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon _____ (the "Effective Date") and shall terminate on _____. The County shall perform the Services contemplated herein from _____ to _____.

3. Sponsorship Payment and/or Trade In-Kind. The Sponsor will pay compensation and/or provide trade in-kind to the County in exchange for recognition as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

4. Non-Exclusivity. Nothing in this Agreement shall be construed as providing promotional or advertising exclusivity to Sponsor. The County may enter into additional sponsorship agreements at its sole discretion.

5. Legally Protected Property. The Sponsor shall be solely responsible for obtaining all necessarily permissions and rights to use photographs, trademarks, trade names, copyright material, and other legally protected property. Sponsor's indemnity obligations described in Section 9 below extend to Sponsor's use of legally protected property as provided above.

6. Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Sponsor. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the Sponsor. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The Sponsor shall only have the right to ensure performance.

7. Amendments. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: _____
Title: _____
Department: _____
Telephone: (425) 388-_____
Email: <_____@snoco.org>

9. Records and Reporting. The Sponsor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Sponsor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Sponsor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Sponsor, shall be refunded to the County by the Sponsor.

10. Indemnification. Sponsor agrees to indemnify, defend, and hold harmless Snohomish County, its elected and appointed officials, employees, authorized agents, and volunteers (collectively, the "County Parties") from and against any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, for bodily injury to persons, death, or property damage arising out of the acts or omissions related to activity conducted under this Agreement by Sponsor or its directors, officers, authorized agents, employees, contractors, subcontractors, or licensees (collectively, the "Sponsor Parties"). Sponsor shall cooperate with the County while

conducting its defense of the County and shall select counsel who does not have a conflict of interest with the County. Sponsor's indemnification obligations shall extend to any settlement made by Sponsor. Sponsor's indemnification, defense, and hold harmless obligations shall survive the expiration, abandonment, or termination of this Agreement.

11. Insurance Requirements. The Sponsor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance this Agreement, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Sponsor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 11, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Sponsor under this Agreement. The Sponsor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Sponsor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Sponsor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Sponsor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$_____ combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$_____ aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$_____ combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$_____

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Sponsor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Sponsor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Sponsor's liability to the County and shall be the sole responsibility of the Sponsor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Sponsor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Sponsor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Sponsor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

12. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

13. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number

16. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the Sponsor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Sponsor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Sponsor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Sponsor and the County determines that release of the information is required by the Act or otherwise appropriate, the County’s sole obligations shall be to notify the Sponsor (a) of the request and (b) of the date that such information will be released to the requester unless the Sponsor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Sponsor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Sponsor to claim any exemption from disclosure under the Act. The County shall not be liable to the Sponsor for releasing records not clearly identified by the Sponsor as confidential or proprietary. The County shall not be liable to the Sponsor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

17. Compliance with Law. During the term of this Agreement, the Sponsor shall comply with all applicable federal, state and local laws, rules, and regulations in the conduct of its business, including, but not limited to, laws, rules, and regulations related to unfair business practices, truth in advertising, unlawful discrimination, and illegal transactions.

18. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

19. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

20. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

21. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Sponsor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

Schedule A
Scope of Services

Schedule B
Sponsor Payment/Trade In-Kind