

# Tupelo Aquatics Center Sponsorship Agreement

This agreement made as of this the \_\_\_\_\_ day of \_\_\_\_\_ (“Effective Date”), is entered into between the City of Tupelo (the City) and \_\_\_\_\_ (“Sponsor”), to support the development, construction, operation and maintenance of the Tupelo Aquatics Complex, a state-of-the-art aquatics center located at Veterans Park in Tupelo, Lee County, Mississippi:

1. *Purpose of Agreement.* The purpose of the Agreement is to describe the sponsorship activities and the level of financial support to be provided to the City by the Sponsor for the development, construction, operation, and maintenance of the Tupelo Aquatics Complex, and to contractually bind the parties to the same terms herein.
2. *Sponsorship Levels, Term and Fees.* In consideration of the benefits afforded the Sponsor herein, the Sponsor agrees to financially support the Tupelo Aquatics Complex on the terms as indicated below (CHECK ONE):

\_\_\_\_\_ **50 Meter Competition Pool Sponsor**

Sponsor is entitled to the benefits of having its name displayed on signage at the 50 Meter Competitive Racing Pool:

\_\_\_ \$100,000 – Naming rights for a ten (10) year term. Payment terms \$10,000 a year for ten (10) years.

\_\_\_ \$75,000 – Naming rights for a five (5) year term. Payment terms \$15,000 a year for five (5) years.

**SOLD** **25 Yard Teaching Pool Sponsor**

Sponsor is entitled to the benefits of having its name displayed on signage at the 25 Yard Teaching Pool:

\_\_\_ \$80,000 – Naming rights for a ten (10) year term. Payment terms \$8,000 a year for ten (10) years.

\_\_\_ \$50,000 – Naming rights for a five (5) year term. Payment terms \$10,000 a year for five (5) years.

**SOLD** **Outdoor LED Entrance Sign Panel Sponsorship**

Sponsor is entitled to the benefits of having its logo and/or name displayed as one of the sponsors on the LED Entrance sign:

\_\_\_ \$4,500 – Sponsorship rights for a three (3) year term.

\_\_\_ \$6,750 – Sponsorship rights for a five (5) year term.

**SOLD Large Scoreboard Title Sponsor** (Between Pools)

Sponsor is entitled to the benefits of having its name prominently displayed as the title sponsor on the scoreboard:

\_\_\_ \$40,000 –Title sponsorship rights for a ten (10) year term. Payment terms \$4,000 a year for ten (10) years.

\_\_\_ \$25,000 – Title sponsorship rights for a five (5) year term. Payment terms \$5,000 a year for five (5) years.

\_\_\_\_\_ **Small Scoreboard Title Sponsor** (Displayed on Side Wall)

Sponsor is entitled to the benefits of having its name prominently displayed as the title sponsor on the scoreboard:

\_\_\_ \$30,000 –Title sponsorship rights for a ten (10) year term. Payment terms \$3,000 a year for ten (10) years.

\_\_\_ \$20,000 – Title sponsorship rights for a five (5) year term. Payment terms \$4,000 a year for five (5) years.

**SOLD Multi-Purpose Room Sponsor**

Sponsor is entitled to the benefits of having its name prominently displayed as the sponsor in the multipurpose room:

\_\_\_ \$10,000 –Title sponsorship rights for a two (2) year term. Payment terms \$5,000 a year for two (2) years.

\_\_\_\_\_ **Meet Management Room – One (1) available**

Sponsor is entitled to the benefits of having its name prominently displayed as a Meet Management Room Sponsor.

\_\_\_ \$4,000 –Panel sponsorship rights for a five (5) year term. Payment terms \$800 a year for five (5) years.

\_\_\_ \$3,000 – Panel sponsorship rights for a three (3) year term. Payment terms \$1,000 a year for three (3) years

\_\_\_\_\_ **Snack Bar or Entrance to Natatorium**

Sponsor is entitled to the benefits of having its name prominently displayed as the sponsor of the snack bar.

\_\_\_\_\_ \$25,000-Sponsorship rights for a ten (10) year term. Payment terms \$2,500 a year for ten (10) years.

\_\_\_\_\_ \$20,000-Sponsorship rights for a five (5) year term. Payment terms \$4,000 a year for five (5) years.

\_\_\_\_\_ **Little Ripples and/or TAC Swim League**

Sponsor is entitled to the benefits as the sponsor of the Little Ripples program.

\_\_\_\_\_ \$40,000-Sponsorship rights for a five (5) year term. Payment terms \$8,000 a year for five (5) years.

\_\_\_\_\_ \$30,000-Sponsorship rights for a three (3) year term. Payment terms \$10,000 a year for three (3) years.

\_\_\_\_\_ **Shockwave Meet Series**

Sponsor is entitled to the benefits as the sponsor of Shockwave-hosted swim meets for one year.

\_\_\_\_\_ \$2500-Tier 1

\_\_\_\_\_ \$1500-Tier 2

\_\_\_\_\_ \$750-Tier 3

3. *Sponsorship Consideration/Terms of Payment.* The consideration due from the Sponsor shall be in the amount of \$ \_\_\_\_\_, payable in \_\_\_\_\_ installment(s) commencing on the first (1<sup>st</sup>) day of the month following official approval by THE CITY, and, if payable in more than one installment, then due on the subsequent anniversary dates of the due date of the first (1<sup>st</sup>) installment. **1st payment due \_\_\_\_\_, 2022** Checks should be made payable to "Tupelo Sports Council" and sent directly to: Tupelo Aquatics Complex c/o Amy Kennedy, P. O. Box 3608, Tupelo, MS 38803.
  
4. *Covenants of the City.* Funds received from the Sponsor pursuant to this Agreement shall be expended for: (a) the construction, operation, and/or maintenance of the Tupelo Aquatics Complex at the discretion of the THE CITY; or (b) sponsorship of a specific aspect of the Tupelo Aquatics Complex as specified below:  


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5. *Force Majeure.* THE CITY shall not be responsible to the Sponsor for failure to perform any of the obligations imposed by this Agreement if such failure is occasioned by fire, flood, explosion, lightning, windstorm, earthquake, or other act of God that is beyond the reasonable control of the THE CITY.
  
6. *Governmental Approval.* THE CITY obligations hereunder shall be conditioned upon the governing body of the City adopting resolutions authorizing the City to purchase, fund and finance adequate and necessary resources to develop, construct, and operate the Tupelo Aquatics Complex.
  
7. *Assignment.* This Agreement shall be binding upon the successors of the Sponsor, and shall not be assignable by either party without the prior written consent of the other party.
  
8. *Governing Law.* The validity and interpretation of this Agreement shall be governed by Mississippi law.
  
9. *Entire Agreement.* This Agreement embodies the entire understanding between the parties with respect to the sponsorship contemplated herein and supersedes any prior or contemporaneous, either written or oral. No amendments or changes to this Agreement shall be effective unless made in writing and signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first written above:

SPONSOR

City of Tupelo

\_\_\_\_\_

By: \_\_\_\_\_

**By:** \_\_\_\_\_

Title: \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_