

BAJA Advertising Banner Agreement

1. **Parties.** This Advertising Banner Agreement ("**Agreement**") is entered into effective _____ (the "**Effective Date**"), by and between B.A.J.A. Sporting Club, Inc. ("**BAJA**") an Arizona non-profit 501(c)(3) corporation (hereinafter "**BAJA**") and _____ (hereinafter "**Advertiser**"). This Agreement ("**Agreement**") shall be effective (the "**Effective Date**") on the date it is signed by all the parties hereto.

2. **Background and Purpose.**

2.1 Pima County ("**County**") owns certain real property known as a 53-acre parcel of land located along both sides of Camino de la Canoa and lying completely within the area of the San Ignacio de la Canoa Land Grant; Pima County Tax Parcel Number 304-18-9410 (hereinafter referred to as the ("**Premises**").

2.2 BAJA is organized to conduct and promote softball games and sponsored events on the Premises. BAJA has entered into a separate Sign License Agreement with the County ("**County Sign License Agreement**") for the placement, installation, and maintenance of promotional banners and the generation of revenues associated therewith, on the Premises.

2.3 Advertiser wishes to advertise on the Premises by paying BAJA a fee that will be used by BAJA for the placement, installation, and maintenance of promotional banner(s) at the Premises for the terms of the Agreement.

3 **Payment of Fee.** Advertiser agrees to pay BAJA a fee of \$_____00 for the placement, installation, and maintenance of promotional banner(s) specified herein (banner design and production cost not included in this fee). BAJA acknowledges receipt of said fees from the Advertiser.

4 **Agreement.** BAJA and Advertiser agree to the terms and conditions for the purposes set forth herein.

5 **Term.** The term of this License shall commence on the Effective Date and shall terminate on the last day of _____.

6 **Incorporation of County Sign License Agreement Provisions.** Advertiser understands and acknowledges that its promotional banner(s) must comply with the design, installation and maintenance provisions of the County Sign License Agreement, referenced in the Addendum: Supplemental Information / Guidance, at all times.

7 **Insurance.** Advertiser shall provide and maintain adequate liability insurance at all time during the term of this agreement.

8 **Hold Harmless.** Advertiser agrees to hold harmless BAJA, its officers, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of Advertiser's use of the Premises or any surrounding property pursuant to this Agreement to the extent arising from any act, omission, fault, or negligence by Advertiser or its officers, employees, or agents, invitees or contractors, or anyone under its direction or control or on its behalf in connection with this Agreement.

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The parties hereto have executed this Agreement on the day, month and year written below.

BAJA: B.A.J.A. Sporting Club, Inc., a non-profit 501(c)(3) corporation:

Signature

Date

Print Name

Its

ADVERTISER: _____

Signature

Date

Print Name

Its

BAJA Advertising Banner Agreement

Addendum: Supplemental Information / Guidance

For Advertising / Promotional Banner(s)

At Canoa Preserve Park/Chuck Catino Softball Complex

- The fees options listed below are for the placement, installation, and maintenance of advertising / promotional banner(s) at the Premises.
 - \$500 Business Organization
 - \$250 Non-Profit Organization
 - \$250 BAJA Sponsor Organization

- Advertising banner design / production cost **NOT** included in above pricing. Initial design format / template will be provided by Advertiser (e.g. business card, electronic template). All advertising banner design must adhere to Pima County specifications, as described below.
 - All banners shall be made by commercial companies.
 - BAJA may provide a third-party commercial company, **or**
 - Advertiser may choose their own commercial company
 - All banners shall be 4' X 8' and made of high-quality polypropylene twin-wall corrugated plastic sheeting or heavy-duty mesh banners (that are light and ideal when high wind conditions are a consideration).
 - All banners must be equipped with reinforced grommet holes and 'wind slits' (if non-mesh).
 - All banners shall be family friendly in content and not display direct reference to alcohol or tobacco products nor be viewed as offensive according to local community standards.
 - All banner designs are subject to Pima County's for review and approval prior to fabrication or installation. (The County shall not unreasonably delay approvals.)

- Banner advertising payment is sent to BAJA Sporting Club to be deposited into the BAJA Park Fund to be utilized in the continued development / maintenance of the fields and the park.
 - Make checks payable to: BAJA Sporting Club
 - Write for "**BAJA Park Fund - Banner**" on your check.
 - Mail check to:
 - BAJA Sporting Club
 - PO Box 1341
 - Green Valley, AZ 85622

- Annual renewal invoices will be sent out the fiscal year following when banners are installed.

- Banners are tax deductible.