

SPONSORSHIP AGREEMENT  
BETWEEN  
THE COUNTY OF MARIN AND BIKE MONKEY, INC.

This Sponsorship Agreement (AGREEMENT) made and entered into on April 8, 2014, by and between the County of Marin, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Bike Monkey, Inc., ("SPONSOR"), collectively the "PARTIES."

**Whereas**, COUNTY, through Marin County Parks, desires to build a 17-acre bike park on County-owned land at Stafford Lake County Park in Novato, and

**Whereas**, COUNTY has indicated that construction of this park shall be accomplished using donations, grants, gifts, and sponsorships, and

**Whereas**, SPONSOR is interested in assisting to fund construction of the bike park and has offered a sponsorship in the amount of \$25,000.

**Therefore**, the COUNTY and SPONSOR are entering into this AGREEMENT.

It is mutually agreed and understood that:

1. SPONSOR agrees to contribute to the cost of construction of Stafford Lake Bike Park in a total amount of \$25,000 over three years, paid to COUNTY as follows:
  - a. \$8,333.33 upon execution of Sponsorship Agreement on or before April 30, 2014
  - b. \$8,333.33 on or before April 30, 2015
  - c. \$8,333.34 on or before April 30, 2016

Failure to make timely payments will relieve COUNTY of its responsibility to provide the considerations described in Paragraph 2.

2. In consideration of this sponsorship, COUNTY agrees as follows:
  - a. When constructed, the bike park shall remain open to the public for a period of at least seven (7) years following initial opening date, except for periodic wet season closures. In the event of permanent closure, COUNTY will refund SPONSOR's contribution at a rate of \$3,571 for each full year less than seven (7) years that the bike park is closed.
  - b. The bike park will be maintained in a fashion that attracts visitors, including removal of litter and trash, repair of trails and features, and other routine maintenance as required. Maintenance will be performed by COUNTY, its staff, volunteers, or contractors.
  - c. SPONSOR shall be permitted to conduct, without fee, one event at the bike park per year for three (3) years, subject to COUNTY rules and regulations, availability, and 30-day notice of event to COUNTY. SPONSOR shall also be permitted to conduct, without fee, one event at the bike park per year for three (3) additional years (for a total of six (6) years), subject to COUNTY rules and regulations, availability, and 30-day notice of event to COUNTY pursuant to the transfer of the rights to these three (3) additional events from the Violich Family Foundation Sponsorship Agreement to SPONSOR. Parking fees are not waived for these events. SPONSOR agrees to reimburse COUNTY for all staff costs and support associated with each event.

- d. The "Kids Learn-to-Ride Zone" will be sponsored by SPONSOR and a trail/feature sign consistent with other park signage will be placed in an obvious location within the bike park identifying the "Kids Learn-to-Ride Zone" as sponsored by SPONSOR.
  - e. SPONSOR's logo will be placed on the Stafford Lake Bike Park website and Facebook page, identifying its sponsorship of the bike park.
  - f. SPONSOR has the right to utilize the Stafford Lake Bike Park logo in advertisements and promotional items with prior written approval from COUNTY, which shall not be unreasonably withheld.
3. SPONSOR'S interest created by this AGREEMENT may be subject to property taxation if a possessory interest is created, and SPONSOR may be subject to the payment of property taxes levied on the interest. It is not the intent of this AGREEMENT to create such a possessory interest.
  4. The terms of this AGREEMENT may be revised or modified only with the prior written consent of both COUNTY and SPONSOR.
  5. This AGREEMENT shall remain in force for a period of seven (7) years following the date that any portion of the bike park opens to the public.

Bike Monkey, Inc.



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Carlos Perez, President

County of Marin

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President, Board of Supervisors

Attest:

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Clerk of the Board

Approved as to Form:  
DEPUTY COUNTY COUNSEL

By: 