

**MEMORANDUM**

**DATE: 12-3-2014**  
**MEETING OF: 12-16-2014**  
**FROM: David Kegebein, Manager**  
**RE: Sponsorship Sales**

---

**BACKGROUND:**

Over the past three years the Santa Cruz County Fair Board has had several discussions regarding the need to increase sponsorship revenues. The Santa Cruz County Fair generates far less sponsorship revenue when compared to other fairs and events of similar size. I have worked with our volunteer team in an attempt to obtain more sponsors and I have worked, with a respected community member, on obtaining sponsorships on behalf of the Fair. These efforts have not produced the desired results. I believe the solution to the problem of limited sponsors is to hire a consultant who specializes in sponsorship recruitment.

I have identified a local resident who is a successful professional sponsorship sales person with extensive event experience whom I believe will be able to help us grow our sponsorship program. Her name is Claudette Mannina and her company is Designing Leads. Ms. Mannina is a Scotts Valley resident who specializes in marketing, promotions, sponsorships and event coordination. If retained, Ms. Mannina's focus will be Fair sponsorships.

I am of the opinion that in order to achieve the necessary results, the Santa Cruz County Fair must engage the services of this experienced professional.

**FISCAL IMPACT:**

Designing Leads will receive 25% of sponsorship revenues generated by Claudette Mannina, upon collection of the income.

Fair management reserves the right to continue "servicing" existing sponsorship agreements.

**STAFF RECOMMENDATION:**

It is recommended that that the Board authorizes the Manager to enter into the attached agreement for 2015.

**ATTACHMENTS:**

Proposed 14<sup>th</sup> DAA Standard Agreement  
Designing leads proposed contract



**SHORT FORM CONTRACT***(For agreements up to \$9,999.99)*

STD. 210 (Revised 7/2009)

CONTRACT NUMBER <b>2014-53</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
SUBMIT INVOICE IN TRIPLICATE TO:

**FOR STATE USE ONLY**

STD. 204	<input type="checkbox"/> N/A	<input type="checkbox"/> ON FILE	<input checked="" type="checkbox"/> ATTACHED	<input type="checkbox"/> CERTIFIED SMALL BUSINESS
CCCs	<input type="checkbox"/> N/A	<input type="checkbox"/> ON FILE	<input checked="" type="checkbox"/> ATTACHED	CERTIFICATE NUMBER
<input type="checkbox"/> DVBE	%	<input type="checkbox"/> N/A	<input type="checkbox"/> GFE	
<input type="checkbox"/> Late reason				
<input type="checkbox"/> Public Works Contractor's License				
<input type="checkbox"/> Exempt from bidding				

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.14<sup>th</sup> DAA/Santa Cruz County FairCONTRACTOR'S NAME, hereafter called the **Contractor**.

Claudette Mannina, Designing Leads

2. The agreement term is from December 16, 2014 through December 31, 2015

3. The maximum amount payable is \_\_\_\_\_ pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other 25% of gross receipts (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

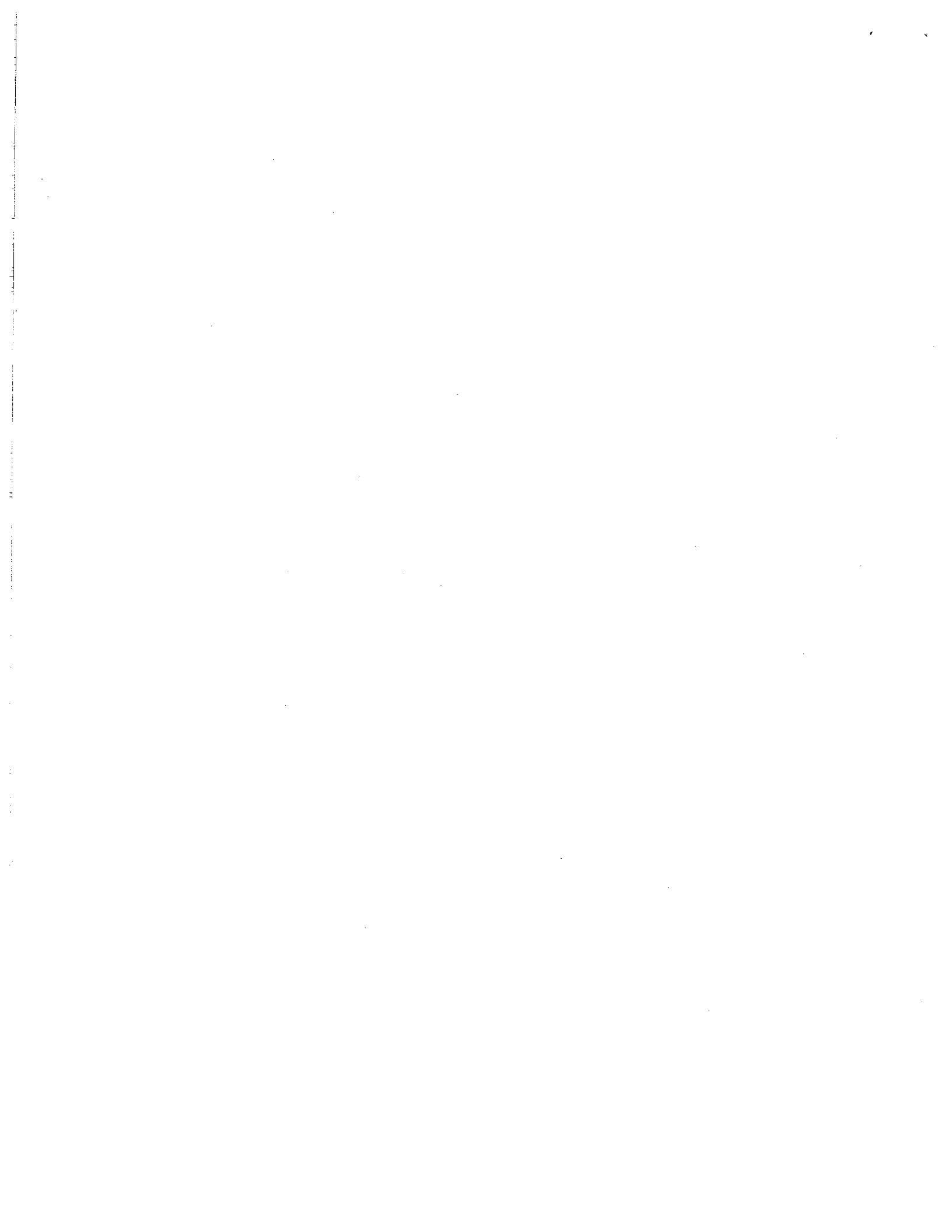
 ADDITIONAL PAGES ATTACHED

Contractor agrees to perform certain Event Sponsorship, Solicitations and Management Services subject to the terms and conditions set forth in the attached Sponsorship Services Agreement with the Santa Cruz County Fair, also known as the 14<sup>th</sup> District Agricultural; 2601 East Lake Avenue, Watsonville, CA 95076.

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC\* \_\_\_\_\_  GIA\* \_\_\_\_\_ \*If not attached, view at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>. Other Exhibits (List) Sponsorship Services Agreement 2015, California Fair Services Authority Insurance Requirements**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
14 <sup>th</sup> DAA/Santa Cruz County Fair		Claudette Mannina, Designing Leads			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Dave Kegebein, Fair Manager 831.724.5671		Claudette Mannina, Consultant			
ADDRESS		ADDRESS			
2601 East Lake Avenue, Watsonville, CA 95076		32 Riesling Way, Scotts Valley, CA 95066			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
		2014			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED



SPONSORSHIP SERVICES AGREEMENT  
2015 SANTA CRUZ COUNTY FAIR

This SERVICES AGREEMENT is made as of \_\_\_\_\_ (the "Effective Date") by and between the Santa Cruz County Fairgrounds with a principal business address at 2601 East Lake Ave., Watsonville, CA 95076 ("CLIENT") and Designing Leads with a principal business address at 32 Riesling Way, Scotts Valley, CA 95066, a California S Corporation ("CONSULTANT") to solicit commercial vendors and sponsorships.

**WHEREAS**, CLIENT desires to engage CONSULTANT to perform certain Event Sponsorship, Solicitations and Management Services subject to the terms and conditions set forth in this Agreement;

**WHEREAS**, CONSULTANT desires to perform such certain Event Sponsorship, Solicitations and Management Services subject to the terms and conditions set forth in this Agreement for CLIENT subject to the terms and conditions set forth in this Agreement;

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

SPONSORSHIP SERVICES AGREEMENT  
2015 SANTA CRUZ COUNTY FAIR

PARTIES TO THE AGREEMENT

This agreement is by and between CLIENT and CONSULTANT to solicit commercial and community vendors and sponsorships SERVICES for the 2015 Santa Cruz County Fair ("EVENT").

EVENT

The EVENT is a family-friendly county fair with numerous activities, shows, contests, demonstrations, agricultural products and displays, livestock, amusement rides, live entertainment, and food scheduled to take place on September 15-20, 2015 from 12:00 pm - 10:00 pm at the Santa Cruz County Fairgrounds at 2601 East Lake Avenue, Watsonville, CA. This area is represented by the site map to be provided at a later date as Exhibit A and referred to as the event site.

TERM

This agreement is effective immediately upon both parties signatures and will terminate on December 31, 2015.

SERVICES PROVIDED BY CONSULTANT

CONSULTANT shall solicit commercial and community vendors and corporate sponsors. Solicitation shall include researching appropriate corporate/commercial/community businesses/sponsors initiating contact, assisting CLIENT in creating sponsorship materials, distribute these materials to prospects under the name of the Santa Cruz County Fair. There is no minimum revenue amount guaranteed or implied.

CONSULTANT shall provide CLIENT with a complete up-to-date list of confirmed contacts it has signed on a monthly basis. Fair will continue to generate contracts.

CONSULTANT shall function as a liaison between corporate/commercial/community businesses/sponsors and CLIENT to oversee and coordinate the logistics of the participation of these organizations in the EVENT and assist CLIENT in creating opportunities for these "exhibitors" to receive maximum value for their investment. This activity may include assisting the organization with set up at the EVENT participation at the sponsor appreciation festivities opening night. CONSULTANT is not expected to staff the EVENT during the hours of operation beyond the opening of the Fair.

CONSULTANT shall provide written documentation to CLIENT prior to committing any benefit to the corporate/commercial/community businesses/sponsors.

SPONSORSHIP SERVICES AGREEMENT  
2015 SANTA CRUZ COUNTY FAIR

SERVICES PROVIDED BY CLIENT

CLIENT shall create, produce, and make available to CONSULTANT corporate/commercial/community businesses/sponsorship materials as they become available. The packet will include all fees for sponsorship and advertising levels with specific benefits included in each level.

CLIENT will work with CONSULTANT to develop policies regarding any restrictions or limitations that would result in CLIENT not accepting a sponsor or contributor from participating.

CLIENT will provide CONSULTANT and sponsors with all printed and other collateral material which contain sponsor information as determined by the sponsorship benefits package or written agreement with the sponsor.

CLIENT will create signage and web site banner ads if needed as part of the sponsorship agreement.

CLIENT will pay CONSULTANT 25% of the gross receipts paid by corporate/commercial/community businesses/sponsors that appears on the list provided to CLIENT monthly.

CLIENT will pay the consultant fee on a monthly basis at the end of each month to CONSULTANT and provide support documentation for all payments.

CLIENT will reimburse CONSULATANT on any EVENT related expenses which are reasonable and customary charges such as, postage for event information, printing costs, parking, supplies, etc.

CLIENT will add CONSULTANT'S email link [claudette@designingleads.com](mailto:claudette@designingleads.com) for inquiries regarding sponsorship to the Santa Cruz County Fair web site.

CLIENT agrees to pay CONSULTANT any additional or ongoing service over and above the SERVICES relating to the EVENT will be provided at an additional cost to be negotiated by the parties.

SPONSORSHIP SERVICES AGREEMENT  
2015 SANTA CRUZ COUNTY FAIR

CANCELLATION OF EVENT

CLIENT will reimburse or refund any monies requested by the corporate/commercial/community businesses/sponsors directly to them. CONSULTANT will not be liable for any refunds of monies collected by the Santa Cruz County Fairgrounds for these "exhibitors".

In the event the show is cancelled prior to the scheduled date, this agreement will remain in effect and CONSULTANT will be entitled to compensation as follows:

- 10% of gross fees      121 - days or more prior to event
- 15% of gross fees      61 - 120 days prior to event
- 25% of gross fess      60 - days or less prior to event

TERMINATION OF AGREEMENT

The failure of CLIENT to pay the amounts owed to CONSULTANT in accordance with the payment schedule will constitute a material breach of the contract. CONSULTANT may elect to terminate this agreement by providing written notice to CLIENT.

STATUS OF PARTIES

CLIENT and CONSULATANT intend that an Independent Contractor relationship will be created by this agreement. Neither party is to be considered an agent or employee of the other. Each party is fully responsible for all wages, compensation, and tax liability arising out of the performance of this agreement. Each party is responsible for obtaining all permits and licenses to conduct business within the jurisdiction of the EVENT.

INSURANCE

CONSULTANT agrees to list CLIENT as an additional insured on a general liability business policy with a minimum general liability coverage limit of \$1,000,000 and provide an additional insured certificate to CLIENT.

CLIENT agrees to list CONSULTANT as an additional insured on this general liability business policy with a minimum general liability coverage limit of \$1,000,000 and provide an additional insured certificate to CONSULTANT (TBD).



SPONSORSHIP SERVICES AGREEMENT  
2015 SANTA CRUZ COUNTY FAIR

IDEMNIFICATION

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and hold harmless CONSULTANT, including its directors, officers, employees, agents, volunteers, subcontractors, and representatives from and against all claims, damages, losses, demands and expenses, including but not limited to reasonable attorney fees, arising out of resulting from any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of CLIENT, its owners, employees, contractors, subcontractors, agents or representatives in complying with this Agreement. The foregoing includes, without limitation, injury or damage to the person or property of CONSULTANT. CLIENT'S liability and duty to defend shall not extend to claims that are determined by a court of competent jurisdiction to be solely or comparatively due to the negligence or willful misconduct of CONSULTANT.

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless CLIENT, including its directors, officers, employees, agents, volunteers, subcontractors, and representatives from and against all claims, damages, losses, demands and expenses, including but not limited to reasonable attorney fees, arising out of resulting from any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of CONSULTANT, its owners, employees, contractors, subcontractors, agents or representatives in complying with this Agreement. The foregoing includes, without limitation, injury or damage to the person or property of CLIENT. CONSULTANT'S liability and duty to defend shall not extend to claims that are determined by a court of competent jurisdiction to be solely or comparatively due to the negligence or willful misconduct of CLIENT.

COOPERATION

The parties shall, upon request, execute, acknowledge, and deliver all such further instruments and do all such other acts, as may be necessary or appropriate in order to carry out the intent and purpose of this agreement.

GOVERNING LAW

This agreement shall be governed by the laws of the State of California.

ARBITRATION

Any dispute between the parties arising out of the performances of this agreement shall first be submitted to mediation for possible resolution. The parties will share the cost of the mediation equally. In the event, mediation does not resolve this dispute, the matter shall be submitted to a professional dispute resolution organization such as JAMS to conduct an arbitration proceedings.

COMPLETE AGREEMENT

The parties agree this agreement is the sole and complete understanding of the obligations and responsibilities of the parties. Any amendment to this agreement must be in writing and signed by both parties. Oral modifications to this agreement are non-binding on either party.

SPONSORSHIP SERVICES AGREEMENT  
2015 SANTA CRUZ COUNTY FAIR

NOTICE

Notices and documents to be given hereunder by a party to another party shall be either by personal delivery in writing, email, or by mail. Notices sent by email shall be considered delivered if the receiving party acknowledges receipt of the communication by return email. Mailed notices shall be sent registered or certified, postage prepaid with return receipt requested and be addressed to the respective parties at the following addressee:

To CONSULTANT: Claudette Mannina, Designing Leads  
32 Riesling Way  
Scotts Valley, CA 95066  
claudette@designingleads.com

To CLIENT: Dave Kegebein, Santa Cruz County Fairgrounds  
2301 East Lake Avenue  
Watsonville, CA 95076  
dave@bestberrys.com

AUTHORITY

CONSULTANT is authorized as the president of the California S Corporation known as Designing Leads to execute this contract on behalf of CONSULTANT, Dave Kegebein represents that he is the Fair Manager of the Santa Cruz County Fair and is authorized to sign on behalf of CLIENT.

The undersigned parties do hereby enter into this agreement on \_\_\_\_\_

CONSULTANT

CLIENT

\_\_\_\_\_  
Claudette Mannina, President

\_\_\_\_\_  
Dave Kegebein, Fair Manager

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

## **II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

## **III. Participant Waivers**

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

## INSURANCE REQUIREMENTS

### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
  - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
  - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
  - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
  - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
  - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
  - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.