

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is made this ____ day of October, 2006, by and between the City of Burbank, a municipal corporation, acting exclusively through and on behalf of its utility department otherwise known as Burbank Water and Power (BWP), and the Burbank Tournament of Roses Association (BTORA), a California non-profit corporation.

RECITALS

A. BTORA is a community-based volunteer organization that for many years has designed and built the float entered in the name of the City of Burbank in the annual Tournament of Roses Parade held in the City of Pasadena in January of each year.

B. For the past several years, BWP has been a sponsor and provided a host facility where BTORA has conducted its float construction activities within the BWP utility yard. The facilities that have been made available for BTORA use are presently scheduled for renovation or demolition as part of a comprehensive plan for upgrading and improving the utility yard.

C. The purpose of this Agreement is to memorialize basic terms for continued use of BWP property by BTORA, including relocation of BTORA’s float construction activities to a new auxiliary warehouse building.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Use of Facilities.** BTORA may use the Auxiliary Warehouse Building (“AWB”) consisting of approximately 6000 square feet located or to be located in the southeast corner of the BWP Yard and portions of the grounds and facilities consisting of approximately 3200 square feet immediately adjacent to the AWB (“the Adjoining Area”) subject to the terms set forth below in this Agreement. The AWB and the Adjoining Area are shown in Attachment 1 to this Agreement and are collectively referred to in this Agreement as the BWP Facilities or simply the Facilities.

2. **Time, Purpose and Conditions of Use.** Commencing February 1, 2007, BTORA may use the BWP Facilities on a year-round basis. BTORA’s use of the BWP Facilities shall be solely for construction of a float to be entered in the name of the City of Burbank in the Tournament of Roses Parade held each January in Pasadena, and for construction of a float for one or more additional events, such as the annual Burbank on Parade.

2.1. **Ingress and Egress.** Ingress to and egress from the BWP Facilities shall be solely through the Olive Gate over the delineated Common Driveway, as depicted on Attachment 1. BTORA’s use of the Olive Gate and the Common Driveway shall be non-exclusive. At no time shall BTORA allow its vehicles, materials, equipment or supplies to occupy or block the Common Driveway so as to interfere with access to or egress

from the southeasterly entrance to the BWP Yard through the Olive Gate or access to BWP's Line Crew Storage Building, as shown on Attachment 1.

2.2. Use of Adjoining Area. The Adjoining Area shall only be used for parking of vehicles, placement of refuse containers and placement of not more than three (3) storage containers; provided, that BTORA may store the float in the Adjoining Area during its construction when necessary for purposes of decorating it ("deco week") or for inspection of it by Rose Parade officials; and provided further, that such activities, along with measures to ensure that access through Adjoining Area to the AWB is preserved for both Parties, shall first be discussed and agreed to by the Parties in a semi-monthly meeting provided for in paragraph 7(b) of this Agreement. Storage containers shall be kept painted and maintained in a clean and attractive condition subject to the reasonable satisfaction and approval of BWP's Designated Representative. **Except as provided above in this section 2.2, BTORA shall store all materials, equipment and supplies inside the storage containers or otherwise inside the AWB.**

2.3. Compliance with Applicable Law. BTORA's use and maintenance of the Facilities shall at all times be in compliance with applicable federal, state and local laws, ordinances and regulations.

2.4. View from Olive Avenue Bridge. BTORA shall take special care to insure that the view of the Facilities from the Olive Avenue Bridge is at all times

attractive and clean, subject to the reasonable satisfaction and approval of the BWP's Designated Representative.

2.5. Signage. No sign, placard, picture, name, advertisement, awning, canopy or other notice visible from the exterior of the BWP Facilities shall be inscribed, painted, affixed or otherwise displayed by BTORA on any exterior part of the Facilities without the prior written consent of the BWP's Designated Representative. Any signage so approved shall be removed by BTORA at the termination of this Agreement.

2.6. City-Owned Chassis. It is understood and agreed that the chassis upon which BTORA's float is constructed is and shall remain the City's property and shall be used exclusively for construction of a float to be entered in the name of the City of Burbank in the annual Tournament of Roses Parade. The chassis shall be stored by BTORA in the AWB but shall be operated, maintained and repaired by BWP at BWP's sole cost and expense. BTORA shall take care not to damage or abuse the chassis in connection with the construction or deconstruction of its float and in particular shall protect the chassis and its components during welding activities by placing welding blankets over electronic and hydraulic components, wiring and hydraulic lines. BTORA shall make no modifications to the chassis without BWP's approval. BWP shall furnish the necessary personnel, vehicles and equipment to transport the BTORA float to and from Pasadena in connection with each Tournament of Roses Parade event in which it is entered and personnel to operate the float in each such parade event.

2.6.1 Propane. BWP intends that its sponsorship, which includes maintaining and operating the chassis, will also include keeping it fueled with propane, at BWP's cost and expense. BTORA shall be responsible for meeting all of its other propane needs with its own resources at its sole cost and expense including, without limitation, propane for the forklift used in its activities and propane for heaters used to heat the interior of the AWB.

3. Use of Other Parts of BWP Yard. BTORA shall be responsible for insuring that its volunteers only be allowed in the designated Facilities and shall not be permitted in other areas of the BWP Yard, except that they may, with specific permission of the BWP Warehouse Manager and with an appropriate escort, remove scrap metal solely for use by BTORA from the scrap metal bins located throughout the BWP Yard, or to deposit scrap metal in those same bins. BTORA otherwise shall confine all of its material, equipment, supplies and vehicles to the AWB and the Adjoining Area.

4. Relocation to Other Facilities. The General Manager of BWP, or his or her designee, upon sixty (60) days written notice to BTORA may require BTORA to relocate its activities and property.

5. Designation of Float Entry; Publicity. In consideration for the support from the City and the sponsorship from BWP it is understood and agreed that the float entered in the annual Tournament of Roses Parade shall continue to be entered in the name of the City of Burbank. Additionally, BTORA shall continue to use reasonable efforts, in

publications, press releases or other public announcements customarily given in connection with the Tournament of Roses Parade, to mention the fact that the City and its utility department BWP are long-time supporters of BTORA's activities and that the annual construction of the City of Burbank Rose Parade float is done in partnership with BWP and the City's Park, Recreation and Community Services Department.

6. Termination of Agreement and Removal of BTORA Property. Either Party may terminate this Agreement on sixty (60) days' written notice to the other. Upon such termination, BTORA shall remove all of its property from the BWP Facilities no later than the date of termination, shall leave the Facilities in a reasonably clean and satisfactory condition, and shall deliver all of the keys to the Facilities to BWP's Designated Representative.

7. Preparation of Annual Written Timeline for Rose Parade Activities. Not later than September 1st of each year, the Designated Representatives of BTORA and the BWP shall meet and develop a written schedule of activities ("Timeline") containing the following information:

A. A plan of activities related to BTORA's float construction, Rose Parade participation and float deconstruction.

B. A schedule of semi-monthly meetings between the Designated Representatives of BTORA and BWP to be held during the months of September

through January, the purpose of which shall be to discuss and resolve ongoing matters regarding use of the AWB and the Adjoining Area and all other matters requiring coordination between the Parties.

C. A list of up to thirteen (13) BTORA volunteers who will operate a forklift in connection with BTORA's float construction or deconstruction activities. All such volunteers shall be offered forklift training from BWP personnel at no cost to BTORA. Forklift training shall be offered in a single class held once each year, the time and place of which shall be included in the Timeline. No BTORA volunteer shall operate a forklift in connection with BTORA's activities in or about the BTORA Facilities unless he or she has received such training.

D. A list of any other events or activities that require coordination between BTORA and BWP so that BTORA can meet the deadline for completion of its float and carry out activities related to its participation in the Rose Parade, all without disruption of BWP's plant operations.

The Timeline may be updated or amended from time to time by mutual agreement of the Parties' Designated Representatives. BWP shall be responsible for updating the Timeline unless otherwise mutually agreed between the Parties.

8. **Conduct Standards.** No consumption of alcoholic beverages by BTORA volunteers shall be permitted by BTORA anywhere within the Facilities or elsewhere on

BWP property. BTORA volunteers shall at all times comply with City's current workplace smoking policy. BTORA shall inform its volunteers of these conduct standards in a manner satisfactory to the BWP's Designated Representative.

9. Maintenance, Repair and Alterations. BTORA, at its sole cost and expense, shall maintain the Facilities in good and sanitary condition free of trash and debris.

9.1. Waste. BTORA shall not commit, or suffer to be committed, any waste in, on, or about the Facilities.

9.2. Damage to City Property. BTORA shall be responsible for repairing damage to the Facilities or other City property and for replacing or repairing damage to City equipment when any such damage is caused by the negligence or willful misconduct of its volunteers. BTORA shall not be responsible to repair or replace the AWB or Adjoining Area should they be damaged or destroyed by fire, flood, earthquake, or other natural calamity.

9.3 Alterations or Additions. BTORA shall not make any alterations or additions to the BWP Facilities without the prior written approval of the BWP's Designated Representative. BTORA agrees to indemnify and hold the City and the BWP Facilities free and harmless from any and all liabilities, claims, liens, encumbrances and judgments created or suffered in connection with labor, services or

materials furnished in connection with any alterations or additions which BTORA causes to be made to the BWP Facilities.

10. Utilities and other BTORA Needs. BWP shall furnish metered water and electric service and sewer service to the AWB, and payment for such service shall be the sole responsibility of BTORA. However, as part of its sponsorship and to encourage the demonstration and practice of environmental stewardship by BTORA and its volunteers, BWP may waive charges for electric, water and sewer service to BTORA so long as BTORA initiates and cooperates with BWP in the design, implementation, maintenance and operation of water and electric conservation measures in the AWB, and meets energy, water use and/or conservation targets established by mutual agreement with BWP's Designated Representative. BTORA, at its own expense, shall be responsible for providing and paying for all utility services to the Facilities including without limitation gas, refuse collection and telephone service. Additionally BTORA shall be responsible for obtaining and maintaining its own ice machine, at its own expense.

11. Indemnification. BTORA shall indemnify, defend, and hold the City of Burbank, its officers, agents and employees, free and harmless from and against any claim, demand, suit or judgment ("Claim") for personal injury, property damage or death arising from BTORA's use of the Facilities or BTORA's related activities, except to the extent such Claim arises from the sole negligence or willful misconduct of the City of Burbank, its officers, agents or employees. BTORA shall obtain a written release of liability for

each volunteer in a form acceptable to the Burbank City Attorney's Office and shall provide BWP with a copy of each such written release upon request. The original release forms signed by BTORA's volunteers shall be kept onsite in the AWB.

12. Insurance. BTORA shall maintain general liability insurance and property damage insurance in the amount of \$2,000,000.00 combined single limit, or equivalent. The City of Burbank shall be named as an additional insured on a separate endorsement to the insurance policy on a form subject to approval by the City Attorney's office. The endorsement shall require the insurance company to provide the City a minimum of thirty (30) days notice of the cancellation of the policy. Each year, BTORA shall furnish a certificate of insurance showing the required coverage to the BWP's Designated Representative, who in turn shall forward the certificate to the office of the City Clerk for filing. BTORA's failure to maintain a current insurance certificate on file with the City shall be grounds for denying access to the BWP Facilities to BTORA's volunteers.

13. Hazardous Materials. As used in this Agreement, the term "Hazardous Materials" shall mean any and all substances, water, or materials which have been determined by any state, federal, or local government authority to be capable of posing a risk of injury to health, safety, and property, including but not limited to, all of those materials, wastes and substances designated as Hazardous or Toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department

of Transportation and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

13.1. Prohibited Without Consent. BTORA shall not cause or permit any Hazardous Materials to be brought onto, stored, used, generated, recycled, or disposed of in, on, under or about the Facilities by BTORA, its agents, employees, contractors, licensees, subtenants or invitees, without the prior written consent of City.

13.2. Compliance with Environmental Laws. BTORA shall comply, at its sole cost, with all applicable statutes, regulations and ordinances pertaining to Hazardous Materials (the "Environmental Laws"), including but not limited to Environmental Laws applicable to Hazardous Materials brought onto, stored, used, generated, recycled, or disposed of in, on, under or about the Facilities. BTORA shall prepare a business plan pursuant to Health & Safety Code Section 25500 et seq., to the extent applicable to BTORA. It shall be the sole obligation of BTORA to obtain any permits and approvals required for the operation of BTORA's business pursuant to the Environmental Laws.

13.3. Disposal of Hazardous Materials. In no event shall BTORA release or dispose of any Hazardous Materials in the drains, storm drains, sewers, plumbing, or any other drainage facility within the BWP Facilities or adjacent streets that will cause or contribute to a violation of Environmental Laws or contamination of soil, subsoil or groundwater in excess of action levels used by any governmental authority or agency

having jurisdiction over such contamination. The offsite disposal of Hazardous Materials shall be in strict compliance with all Environmental Laws.

13.4. Indemnity. BTORA shall be solely responsible for and shall indemnify, hold harmless and defend the City, its officers, employees and agents, (with counsel approved by City) from and against any and all claims, damages, liability, judgments, decrees or orders arising from BTORA's use of Hazardous Materials in or about the BWP Facilities. The indemnification by BTORA under this Section shall survive the termination or expiration of this Agreement.

13.5. Cleanup. If BTORA, its agents, employees, contractors, licensees, subtenants, or invitees, causes Hazardous Material contamination or deterioration of groundwater, subsoil or soil in, on, under or originating from the BWP Facilities in excess of action levels used by any governmental authority or agency having jurisdiction over such contamination, the BTORA shall promptly notify all appropriate regulatory agencies and promptly take any and all action (the "Necessary Action") required by appropriate regulatory agencies to clean up such contamination in the manner required by law. Except in the case of an emergency, no Necessary Action shall be commenced without (1) written approval by all regulatory agencies having jurisdiction over the Necessary Action and (2) prior written notice to City. BTORA agrees that the Necessary Action will be supervised by and certified by a registered or licensed professional engineer or contractor. If BTORA fails to take Necessary Action on a timely basis, City may, but shall not be obligated to, take Necessary Action and in

such event, all costs incurred by City with respect thereto shall be reimbursed within sixty (60) days by BTORA.

14. Entry and Inspection. BTORA agrees that the City, its agents and employees, may enter the Facilities at any time for the purpose of making inspections, surveys and measurements and performing other work considered necessary by BWP, all with the understanding that the same will be performed in such a manner as will cause a minimum of interference with BTORA's use of the BWP Facilities.

15. Notice and Designation of Parties' Representatives. Any notice given under this Agreement shall be mailed or delivered in writing to the other party's Designated Representative, as follows:

Burbank Tournament of Roses Association.
Attn: President
P.O.Box 373
Burbank, CA 91503

Burbank Water and Power
Attn: General Manager, BWP
164 W. Magnolia Blvd.
Burbank, CA 91502

Either party may change its Designated Representative or its address by giving written notice to the other under this paragraph. In the absence of a Designated Representative, the President of BTORA shall be deemed to be BTORA's Designated Representative, and the General Manager of BWP shall be deemed to be the City's Designated Representative. Additionally, for purposes of this Agreement, a Party's Designated Representative shall include any person authorized by the President of BTORA or the General Manager of BWP to act in his or her place.

17. **Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California.

18. **Duplicate Originals.** The parties shall execute duplicate originals of this Agreement, either of which may be utilized for any purpose as though it were the sole and only original.

19. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto relating to the BWP Facilities and shall supersede all prior written or oral negotiations or agreements of the parties relating to the Facilities. This Agreement shall not be modified except by a writing duly executed by the Parties.

"BTORA"

"CITY"

John Hames, President

By: _____
Ronald E. Davis, General Manager—BWP

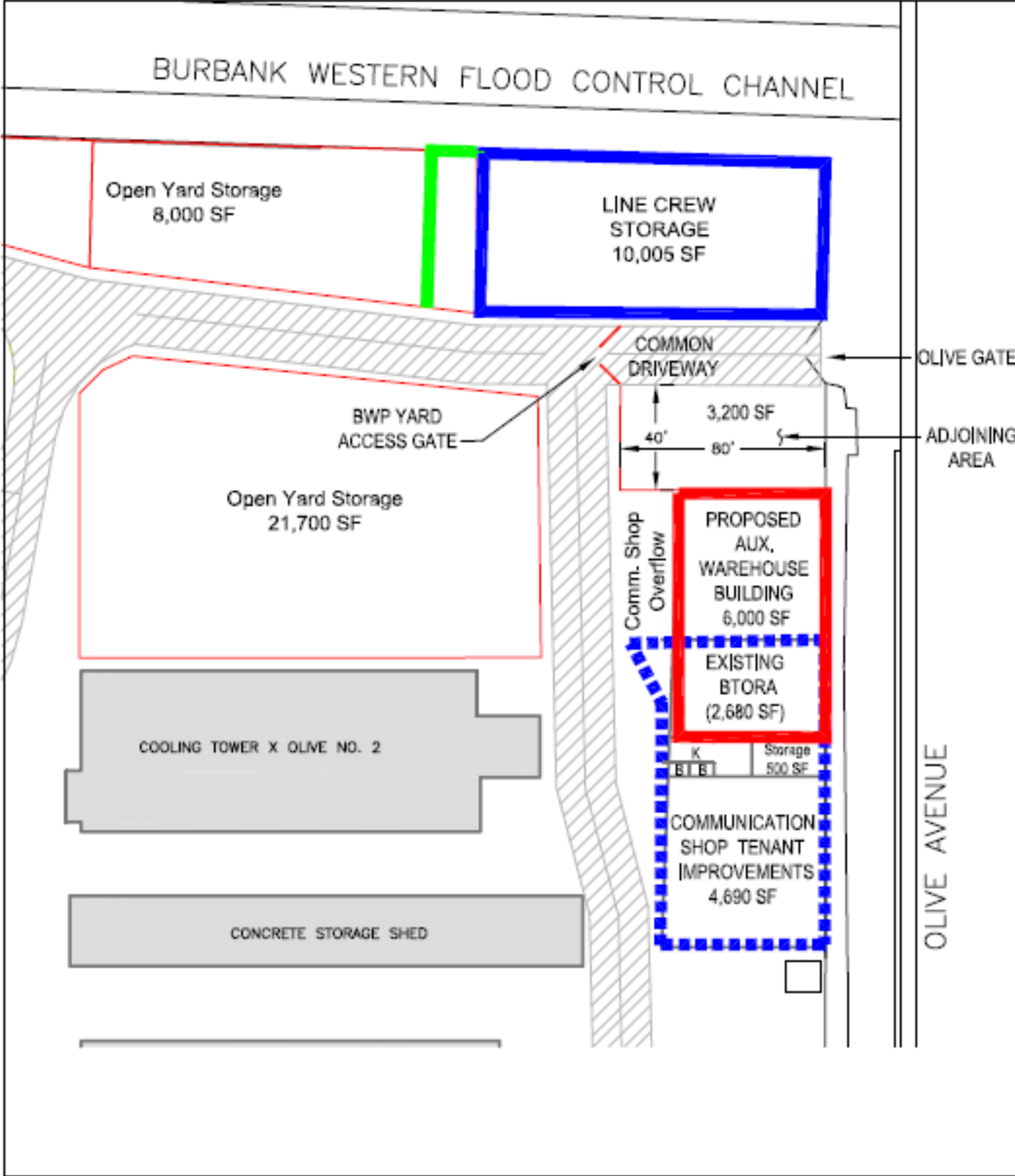
Janet Diel, City Liaison

ATTEST:
Office of the City Clerk

Margarita Campos, City Clerk

Approved as to Form and Legal Content:
Dennis A. Barlow, City Attorney

By: _____
Richard J. Morillo
Sr. Asst. City Attorney



ATTACHMENT 1