
TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: April 16, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement – Tulsa Baseball, Inc. dba Tulsa Drillers Baseball Club

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Sheriff's Office and Tulsa Baseball, Inc. dba Tulsa Drillers Baseball Club for the inventory, rights and benefits from Concourse Booth/Kiosk Space at Five (5) club Home Games in connection with the Club and its home baseball games played at ONEOK Field stadium in Tulsa, OK.

Respectfully submitted for your approval and execution.

MLB/arh

ORIGINAL: Michael Willis, County Clerk, for the April 22, 2019 agenda.



**2019 SPONSORSHIP CONTRACT
TULSA BASEBALL, INC.**

201 N. Elgin Avenue, Tulsa, OK 74120
Phone: (918)-744-5998 - Fax: (918) 747-3267

Company Name: Board of County Commissioners,
on behalf of Tulsa County Sheriff's Office
Address: 303 West First Street, Tulsa, OK 74103
Today's Date: March 15, 2019

Applicable Season(s): 2019
Contact: Ellen Henderson, HR
Email: ehenderson@tcso.org
Contact Phone: 918-596-5717
Account #: 209172

The sponsor listed adjacent to Company Name above ("Sponsor") hereby agrees to enter into a contract ("Contract") with Tulsa Baseball, Inc. d/b/a The Tulsa Drillers Baseball Club ("Club") for the inventory, rights & benefits listed on Exhibit A attached to this document, in connection with the Club and its home baseball games played at ONEOK Field stadium in Tulsa, OK:

Sponsor agrees to remit payment to Club for Benefits based on the following:

Total Cash payment: **\$700.00** to the Club in 2019 ("Cash Payment")

Cash Payment Schedule Due Dates For 2019:

- One (1) payment of **\$700.00** due by May 31, 2019

This Contract is subject to the Terms and Conditions listed on the page attached ("Terms") as a part of this document, and the Sponsor understands that the Terms are legally binding, and that Payment is due in accordance with the Payment Schedule outlined above.

The Club and Sponsor ("Parties") each represent and warrant to the other that each has the full right, power and authority to enter into this Contract and to fully perform its obligations within, and that the representative signee below on behalf of the Parties is fully authorized to sign this Contract on its Party's behalf.

Understood and Agreed by Sponsor

Understood and Agreed by Club

Sponsor Representative Signature

J. Eric Newendorp
Club Representative Signature

Sponsor Representative Printed Name

J. Eric Newendorp
Club Representative Printed Name

Date of Signing

April 12, 2019
Date of Signing

Dolan M. Fields # 4-16-19
**APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY**

TERMS AND CONDITIONS

1. All sums due and payable to Club hereunder shall be paid in full no more than thirty (30) days from the date of execution of this contract by the parties hereto, unless a different date for payment or a payment schedule is provided for in this contract or any Addendum attached hereto. Unless otherwise provided herein, the sponsorship fee specified herein is a "net" amount (meaning the gross sponsorship fee less deductions for any and all agency fees and commissions), and Sponsor shall be solely responsible for any agency fees and commissions due to its advertising and media agencies. A monthly finance charge of 1% will accrue on all amounts not paid by the due date.
2. Unless provided otherwise in this contract or any Addendum attached hereto, Sponsor shall be responsible, at its cost, for the production of all advertising materials and any alterations thereto. Any alterations to billboard copy within three (3) years of the original product/paint will be the sole responsibility of Sponsor, at its cost. Club's performance hereunder shall be contingent upon Sponsor supplying Club with all necessary artwork by the date stated in this contract. Sponsor shall not use any Club name, logo, or other trademark without the prior written approval of the Club.
3. If Club does not or cannot provide any element or benefit reference herein, for any reason, then Club shall provide a "make-good" of the affected element/benefit, whether by substituting another advertising or sponsorship element/benefit of comparable value, rescheduling the affected element/benefit in an alternative but comparable time slot (if applicable), or extending the time-frame for provision of the affected element/benefit, all as mutually determined by the parties. The remedies provided for in this paragraph shall be Sponsor's exclusive remedies in the event Club does not or is unable to provide any advertising or sponsorship element or benefit referenced in the contract.
4. Club may terminate this contract, without further liability on its part, in the event of a breach by Sponsor of any of its payment obligations hereunder, which breach remains uncured fifteen (15) days after Club has provided written notice of such breach to Sponsor. Such right of termination shall be in addition to all other remedies available to Club. Upon any such termination, all present and future amounts due from Sponsor hereunder shall become immediately due and owing.
5. All signage and other materials used in the production of advertising, including without limitation, lumber, paint, audio and video material, and costumes, regardless of whether supplied by Sponsor or Club, shall be the property of Club at all times, including upon termination or expiration of this contract, and will not be returned to Sponsor.
6. Sponsor does not have the right to assign or sub-license this contract or any of its rights or duties hereunder and, therefore, may not engage in any "co-branding" or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder, without the prior written approval of Club which may be withheld in its sole discretion.
7. This contract (including the attached Addendum, if any) represents the entire understanding of the parties with respect to the subject matter hereof, and may only be amended in writing signed by each of the parties hereto. Sponsor agrees that no agreement or promise has been made by Club or any of its representatives in reference to this contract not stated herein, and that there is no verbal understanding of any kind that can in any way affect the terms of this contract. This contract shall not become effective until signed by both of the parties hereto. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflicts of law principles

Sponsor Representative Initials: _____

Club Representative Initials: _____

JCN

EXHIBIT A

1) One (1) Concourse Booth/Kiosk Space at Five (5) Club Home Games

- a. ~~Tuesday, April 9, 2019~~ Saturday, May 4, 2019
- b. ~~Saturday, May 4, 2019~~ Wednesday, June 5, 2019
- c. Tuesday, June 25, 2019
- d. Tuesday, July 9, 2019
- e. Thursday, August 1, 2019
 - i. To distribute Sponsor's information and/or applications to fans for recruiting purposes, or messages, or for collecting names for a database (example: candidate/employee recruitment)
 - ii. Type, size and location Sponsor's kiosk/booth is to be determined and agreed upon by Sponsor and Club
 - iii. All expenses associated with producing and delivering the kiosk/booth are the sole responsibility of the Sponsor
 - 1. Club will provide tables and chairs to Sponsor if requested

NMFN
4-16-19

Sponsor Representative Initials: _____

Club Representative Initials: JCN

