

Naming Rights Agreement

This Naming Rights Agreement (“Agreement”), effective as of _____ (“Effective Date”), is made by and between _____, (“[INSERT INDIVIDUAL’S LAST NAME]”), and Santa Cruz Public Libraries (“SCPL”) (collectively referred to as the “Parties”).

RECITALS

[Optional. Include if naming rights are because of a gift.] WHEREAS, [NAME] made a charitable gift to SCPL as further described in the Gift Agreement entered into by and between SCPL and [NAME] on [DATE]. In consideration of this gift, SCPL agreed to provide certain naming rights pursuant to this Agreement;

WHEREAS, the Parties wish to enter into this Naming Rights Agreement whereby SCPL will grant [NAME] certain naming rights, subject to the terms of this Agreement and SCPL’s published Library Naming Policy #403;

AGREEMENT

NOW, THEREFORE, it is agreed between the Parties as follows:

1. **Recitals**. The Parties agree to incorporate the above Recitals hereto into this Agreement.
2. **Naming**. SCPL agrees to name the _____ [Room/Building] located at the _____ library at [INSERT ADDRESS], (the “Facility”) as follows: [INSERT THE NAME FOR THE FACILITY] (hereinafter referred to as the “Naming”).

SCPL may consult [NAME] regarding the placement and design of any applicable signage, provided however, SCPL shall in its sole discretion make the final determinations of placement and design of any applicable signage and/or plaques. SCPL also reserves the right to move or modify the placement and design of any signage or plaques after initial placement or installment, without any notice to [NAME].

3. **Naming Rights Term**. Subject to the terms of this Agreement and subject to early termination of this Agreement as provided in Section 4 below, the Naming shall last for _____ years following the Effective Date of this Agreement (the “Naming Term”).

4. Termination of Agreement and Naming.

In addition to any rights and remedies available at law, SCPL may terminate this Agreement and all rights and benefits of [NAME] hereunder, including terminating the Naming, if any of the following occur:

- a. [NAME] fails to complete a monetary donation commitment provided in this Agreement or [the Gift Agreement] any other applicable agreement with SCPL; or
- b. In the unlikely event SCPL determines in its reasonable and good faith opinion, as determined by a majority vote of the Joint Powers Authority Board after at least one public hearing after written notice to [NAME] and an opportunity for [NAME] to make a statement that the

Naming should not be terminated, that circumstances have changed such that the Naming chosen by [NAME] would adversely impact the reputation, image, mission or integrity of SCPL, in the event of a continued association with [NAME] and the continuation of the Naming provided for herein; or

c. If the Facility, or the library branch in which the Facility is located, is closed, deconstructed, destroyed, or severely damaged such that the Facility is closed to the public for a period of time in excess of 18 months; or

d. In the event the Facility or the library branch in which the Facility is located goes through a renovation, and the Facility is closed to the public for a period of time in excess of 18 months and a donor campaign is needed to fund the renovation; or

e. If [NAME] materially breaches its obligations under this Agreement and, after receiving written notice from SCPL identifying such material breach, fails to cure such material breach within 15 days of such notice. Upon any such termination of this Agreement and/or the Naming hereunder, SCPL shall have no further obligation or liability to [NAME] and shall not be required to return any portion of any gift already paid (if applicable).

5. **Request for Name Change.** [NAME] may request to change the Naming with the prior written approval of SCPL. SCPL has the right to refuse such request to change the Naming for any reason. In the event SCPL agrees to change the Naming in its sole discretion, the cost of effectuating such change shall be the sole responsibility of [NAME], and any and all costs and expenses incurred by SCPL in connection with such change shall be paid by [NAME] promptly.

6. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by any Party without the prior written consent of the other Parties, whose consent shall be in the sole and absolute discretion of the non-assigning Party.

7. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the Parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by the Parties hereto.

8. **Amendment.** This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the Parties.

9. **Headings.** The headings inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

10. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Santa Cruz County,

California, and each Party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

11. **Indemnification.** [NAME] agrees to indemnify, defend, and hold harmless SCPL, its officers, officials, agents, volunteers and employees, to the fullest extent permitted by law, from and against any and all claims, demands, actions, damages, losses, liabilities, and/or judgments, including reasonable attorneys' fees, associated costs of investigation and defense, related to, caused by or resulting from [NAME]'s acts or omissions under this Agreement, [NAME]'s breach of this Agreement, the Naming, or SCPL's use of [NAME]'s name or image pursuant to this Agreement, except where caused by the sole or active negligence or willful misconduct of SCPL.

12. **Relationship of Parties.** It is expressly understood nothing herein shall be construed to create or imply any relationship of employment, agency, or partnership between the Parties.

13. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

14. **Waiver.** Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.

15. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

16. **Notice.** If either party shall desires or is required to give notice to the other such notice shall be given in writing, via email, and concurrently delivered by: (a) personal delivery, in which case notice is effective upon delivery; (b) overnight courier (i.e., Federal Express) with charges prepaid or charged to the sender's account, in which case notice is effective when delivered; (c) priority U.S. Mail, in which case notice shall be deemed delivered on the second business day after the deposit thereof with the U.S. Postal Service. Notices shall be addressed to recipient as follows:

To SCPL:

To CONSULTANT:

[Contact Name]

[Contact Name]

[Address]

[Address]

[Email/Phone]

[Email/phone]

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

17. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief.

18. **Contract Interpretation.** Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

19. **Warranty of Authority.** The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

ACCEPTED AND AGREED TO:

[NAME]

SANTA CRUZ PUBLIC LIBRARIES

By: _____

Name: _____

Name: _____

Title: Director of Libraries