

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (this "Agreement") is made and entered into this 1st day of August, 2011, (the "Effective Date") by and between the **CITY OF ROCK HILL**, ("City"), and Amisub of South Carolina, Inc d/b/a Piedmont Medical Center (collectively, "Sponsor") (City and Sponsor are hereafter referred to as the "Parties").

WHEREAS, the City owns, maintains and operates certain public parks and recreational facilities within Rock Hill;

WHEREAS, Sponsor wishes to contract with the City for the right to name the "Trail" located at Riverwalk, part of a City-owned facility, through the donation of money to the Rock Hill Parks Foundation;

WHEREAS, Rock Hill City Council adopted a sponsorship policy (the "Policy") on March 9, 2004 as amended on May 18, 2004; and

WHEREAS, City and Sponsors now desire to enter into this Agreement to acknowledge Sponsors' obligations and the Parties' rights in accordance with the Policy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term. This Agreement shall be effective as of the date that both Parties execute this Agreement and shall continue for a period of Ten (10) years (the "Term"), except for terms and conditions which survive termination.

2. Sponsors' Naming Rights. Sponsor shall have the right to submit an appropriate name (the "Name") for the Trail at Riverwalk in accordance with the Policy and with the following stipulations:

- Exclusive sponsor of the Trail at Riverwalk.
- Right for Sponsor's name, as determined by sponsor, to be prominently recognized for ten (10) years at the Trail in accordance with the Policy.
- Right for sponsor to have a total of five (5) signs on trail: one (1) at trail head and four (4) at pre-determined locations along the 2 and ¼ mile trail.
- Right for Sponsors name to be prominently displayed on the City of Rock Hill Parks, Recreation and Tourism Department's website.

3. **Signage.** Sponsor, at the City's expense, shall have signage (the "Sign") within the Riverwalk Trail facility relevant to the item to be sponsored throughout the Term of this Agreement. Sign size, location, construction material, layout and colors shall be uniform throughout the entire facility. Sponsor shall have the right to name the trail at Riverwalk as Piedmont Medical Center Trail provided, however that the Name is duly approved by the City, in its sole discretion. The Sign size, location, construction material, layout, content and colors shall be approved by the City prior to posting. The Sign shall comply with all applicable ordinances and regulations set forth by the City. Upon expiration or termination of this Agreement, the Sign shall be removed by the City, unless the right to post the Sign is extended by a new written Agreement. Sponsor will bear all costs associated with any company name change during the period of the term.

4. **Payment.** In consideration for Sponsors' rights under this Agreement, Sponsors shall pay to the Rock Hill Parks Foundation the total cash sum of \$150,000 (the "Fee"), without demand or setoff, such Fee to be in the following amounts:

<u>Date of Payment</u>	<u>Amount</u>
Agreement Execution	\$30,000
August 1, 2012	\$30,000
August 1, 2013	\$30,000
August 1, 2014	\$30,000
August 1, 2015	\$30,000

5. **Designees.** The City and Sponsor shall each designate a person who has the authority and responsibility for administering this agreement.

6. **Independent Status.** The Parties hereby agree that nothing in this Agreement shall be deemed to place the Parties in the relationship of employer/employee, partners, or joint venturers. Neither Party shall have the right to obligate or bind the other in any manner. Each Party agrees that it will not hold itself out as an authorized agent with the power to bind the other Party in any manner.

7. **Assignment.** Sponsor shall not assign, transfer or delegate all or any part of its rights or obligations under this Agreement without City's prior written consent.

8. **Default.** The following events shall constitute a default of this Agreement:

(a) The nonperformance by the Parties of any term, covenant, or condition of this Agreement which is not cured within fifteen (15) days after written notice thereof from the non-defaulting Party; or

(b) Any affirmative act of insolvency by Sponsor, or the filing of any petition under any bankruptcy, reorganization, insolvency, or moratorium law, or any law for the relief of, or relating to debtors.

9. Remedies on Default. Upon an event of default, in addition to all other rights and remedies under this Agreement, City may (a) terminate this Agreement; (b) sue for and collect all sums or amounts due City as a result of Sponsors' default under this Agreement, including incidental and consequential damages resulting therefrom; and/or (c) exercise any applicable legal or equitable remedy.

10. Attorneys' Fees. In the event that either Party defaults on its obligations under this Agreement, the non-defaulting Party shall be entitled to recover from the defaulting Party the costs and reasonable attorneys' fees incurred in the enforcement of any provision of this Agreement.

11. Indemnification. Sponsor agrees to and shall indemnify and hold harmless the City, its agents and employees from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by City, in whole or in part, arising from or related to this Agreement or from acts, errors, omissions or negligent acts of the Sponsors, their agents, servants, heirs or assigns in their performance hereunder.

12. Miscellaneous.

(a) Caption Sections. Paragraphs, titles, headings and captions contained in this Agreement are inserted only for convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

(b) Waiver and Severability. If any part of this Agreement, for any reason, is declared invalid or void by a court of competent jurisdiction, such declaration shall not affect the remaining portions of the Agreement which shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. However, if any provision which has been declared invalid or unenforceable shall be a provision that would prevent the continued and complete performance of this Agreement by Sponsor and City, then Sponsors and City hereby agree that they will renegotiate that term or provision in order to otherwise render the Agreement valid and enforceable. If either of Sponsors or City decides not to enforce a provision of this Agreement, such decision in favor of non-enforcement shall not constitute a waiver of the right of

that person or entity in the future to enforce that provision of the Agreement in the event of any subsequent breach or failure to comply in full with that provision of the Agreement.

(c) **Governing Law.** Except to the extent that this Agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, construed and interpreted under, and enforced exclusively in accordance with the laws of the state of South Carolina, and the courts of the state of South Carolina shall have exclusive jurisdiction with respect to any dispute arising hereunder.

(d) **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand, or mailed by certified or registered mail, postage prepaid, or by overnight delivery, addressed as follows:

To City:

City Manager
City of Rock Hill
P.O. Box 11706
155 Johnston Street
Rock Hill, South Carolina 29731

With a copy to:

Parks, Recreation & Tourism Director
City of Rock Hill
P.O. Box 11706
155 Johnston Street
Rock Hill, South Carolina 29731

To Sponsors:

Amisub of South Carolina, Inc d/b/a Piedmont Medical Center
Attn: Chief Executive Officer, Charlie Miller
222 S. Herlong Ave.
Rock Hill, SC 29732

(e) **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of Sponsors and City as long as each of them has signed one or more of such counterparts.

(f) **No Construction Against Drafter.** City and Sponsor hereby acknowledge that they have reviewed this Agreement and have been afforded an opportunity to consult with an attorney. City and Sponsor concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting

party shall not apply in the interpretation of any provision of this Agreement.

(g) Modification and Amendment. No change, amendment or modification of this Agreement shall be made unless agreed to in writing by both Sponsor and City.

(h) Warranty of Authority. It is agreed by Sponsor and City that the terms of this Agreement are contractual and not a mere recital, and all signatory parties hereto represent and warrant that they have the full and complete authority to execute and enter into this Agreement.

(I) Compliance with Legal Requirements. In connection with its obligations under this Agreement, Sponsor shall comply with all applicable federal, state and local laws, regulations and ordinances.

(j) The Policy and This Agreement. This Agreement shall be construed in conjunction with the Policy as defined herein above. All amendments, if any, to the Policy which have been or are duly adopted by City Council shall be applicable to this Agreement. Except as otherwise provided herein, this Agreement shall constitute the entire and full agreement and understanding between Sponsor and City, and shall supersede all prior and/or contemporaneous agreements, understandings and discussions between them, written or oral, all of which shall be deemed merged into this Agreement and shall be of no further force and effect.

(k) Construction of Terms. The use of the singular form of any word includes the plural and vice versa and the use of the male gender includes the female and neuter gender.

IN WITNESS WHEREOF, Sponsors and City have caused their respective names to be subscribed hereto, all on the date set forth herein above.

CITY OF ROCK HILL

By:

DalBaker

Its:

City Manager

Witnesses

J. Augustine Miller

SPONSOR

[Signature] 8/8/11

CEO

Carol F. Quisenberry
Anthony B. Ramsey