

Naming Rights Agreement



Rev. April 3, 2014

ROCKINGHAM COUNTY FAIRGROUNDS "BUILDING NAMING RIGHTS" HARRISONBURG, VIRGINIA

The Rockingham County Fair Association (Fair) and _____ (Vendor), enter into this Naming Rights Agreement (Agreement) on the terms and for the consideration set forth herein.

1. Term – The term of this Agreement is for five years commencing on _____, 20__ (Effective Date), and ending on _____, 20__.
2. Financial Commitment - The Vendor agrees to pay the total amount of \$_____ for the Naming Rights (defined below) granted herein. This amount may be paid as one lump sum on or before the Effective Date, or as five equal installments of \$_____ with the first installment due on _____ and each subsequent installment due on the ____ day of _____ (month) of each year thereafter. Interest shall accrue on any amount not paid when due at the rate of eight percent (8%) per annum.
3. Naming Rights – During the term of this agreement the Fair hereby grants Vendor the exclusive license to name the _____ (Venue) pursuant to the terms of this Agreement (the "Naming Rights"). The Venue shall be referred to as the "_____", or such other name as may be mutually agreed upon by the parties.
4. Signage - The Fair will design and provide at its own cost adequate signage for the Venue. The signage will include, but is not to be limited to, new signs on the exterior of the Venue, the location of which will be mutually agreed upon by the parties.
5. Promotion - The Vendor will provide an appropriate logo to be used by the Fair in printed business, marketing, promotional, and press materials related to the Venue and events scheduled at the Venue. The Vendor grants the Fair an unrestricted license to use the Vendor's name and the logo it provides on all printed business, marketing, promotional, and press materials related to the Venue and events scheduled at the Venue. The Vendor further warrants and represents that it has all right, title, and interest in its name and logo, including without limitation, the trademarks and copyrights associated therewith.
6. Fair and Vendor Representatives and Notice – The Fair's General Manager will represent the Fair in all matters pertaining to this Agreement. Any questions and all notices to the Fair under this agreement should be directed to the General Manager as follows:

Jeff Ishee
General Manger
Rockingham County Fair Association
4808 S. Valley Pike
Harrisonburg, Virginia 22801

The Vendor designates the following individual to represent their company and receive notice in all matters pertaining to this Agreement:

Name

Title

Telephone

Street Address

City, State Zip Code

Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three (3) days after being deposited in the U. S. Mail, registered or certified, postage prepaid and addressed to either the Fair's General Manager or the Vendor's designated representative as listed above. The parties may change or modify their representatives by written notice.

7. Compliance with laws - The Vendor shall comply with the rules governing use of the premises and all other applicable federal, state, county and city laws and regulations.

8. Non-discrimination - Vendor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin, ancestry, sex or age. Vendor shall comply with the Americans with Disabilities Act and all regulations interpreting or enforcing such Act.

9. Hold Harmless - The Vendor shall protect, save harmless, indemnify and defend, at its own expense, the Fair, and its elected and appointed officials, officers, employees and agents, from any loss, cost, causes of action, suit, liability of every kind and of any nature, including all expenses of litigation, court costs, and attorney fees, arising out of the Vendor's performance of this Agreement, the Vendor's breach of this agreement, or the Fair's use of the Vendor's name and logo, this includes, but is not limited to, any trademark or copyright claims related to or arising from the Fair's use of Vendor's name and logo.

10. Non-Waiver - The failure of either party to exercise any rights or remedies under this Agreement for any breach shall not constitute a continuing waiver of any obligation and shall not prevent either party from pursuing any such rights or remedies for any succeeding breach.

11. Binding Effect - The Agreement is binding on parties, their successors and assigns, subcontractors and legal representatives.

12. Integration - This Agreement constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

13. Modification - This Agreement may be modified or amended only upon the written agreement of the parties executed with the same formalities required for the execution of this Agreement.

14. Termination - The Fair may terminate this Agreement immediately and without notice for the Vendor's failure to pay any amount due under this Agreement within five (5) business days after the date that such payment is due. If the Agreement is so terminated, all amounts due and owing under this Agreement shall be immediately due and payable. The Fair may also terminate this Agreement on ten days notice whenever the Fair determines, in its sole discretion, that such termination is in the best interest of the Fair. If the Agreement is so terminated, the Vendor's obligation to pay the amount due under Paragraph 2 of this Agreement shall be prorated for the period of time during which the Vendor had the Naming Rights granted herein. No matter the reason for the termination of this Agreement, the Fair will remove all signage bearing Vendor's name within thirty (30) days of termination of this Agreement.

15. Severability - If any provision of this Agreement is held invalid, the remainder of the Agreement, and the remaining rights and obligations of the parties, shall be construed and enforced as if the Agreement did not contain the invalid part.

16. Venue - This Agreement shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance without reference to its conflicts of law. Any action at law, suit in equity, or other proceeding for the enforcement or interpretation of this Agreement or any provision thereof shall be instituted only in either the Circuit Court of Rockingham County, Virginia or the United States District Court for the Western District of Virginia.

17. Extraneous Representations - Vendor has read and understands the whole of the above Agreement and states that not representation, promise, or agreement not expressed in this Agreement has been made to induce Vendor to enter into it.

18. Modification of Naming - If during the term of this agreement, the facility is transferred or conveyed from the Fair, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified; relocated, or replaced, then the Naming will cease. In such event, however, the Vendor, if available, and in consultation with and as mutually agreed by the Fair, will have the right, for no additional payment, to have another available and equivalent facility named after the Donor.

19. Assignment - This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

Date: _____ Date: _____

Vendor: _____ Rockingham County Fair Association:
(print name here)

(print name here)

Its: _____ Its: _____
(title) (title)

Signature: _____ Signature: _____

Application to Bid



The purpose of the RCFA Naming Rights Program is to provide organizations and businesses an opportunity to be recognized as a significant partner of the Rockingham County Fair Association, a 501(c)(3) non-profit organization. Funds raised with this program will help maintain and renovate Fairgrounds facilities. The Naming Rights Program has significant marketing value. The Fairgrounds attracts more than 225,000 guests annually and hosts the largest event in the Shenandoah Valley – the Rockingham County Fair. Successful bidders will also be able to showcase their business or organization at the 70+ events taking place on the Fairgrounds each year. This will be achieved through signage, logo placement, inclusion in brochures, advertisements, and other mutually agreed upon placements to increase your organization’s public awareness. Businesses or organizations desiring to name a Fairgrounds building should complete the following application.

Return the application form to:

Jeff Ishee, GM
Rockingham County Fair Association
4808 S. Valley Pike
Harrisonburg, VA 22801
FAX: (540) 432-6544
E-mail: jeff@rockinghamcountyfair.com

Section 1: We are interested in naming the following facility for a 5-yr. period (circle all that apply):

1. Main Exhibit Hall <i>Starting bid - \$30,000 per year</i>	6. Dairy Barn <i>Starting bid - \$2,500 per year</i>
2. Entrance Marquee Sign at Rt. 11 <i>Starting bid - \$8,000 per year</i>	7. North Beef Barn <i>Starting bid - \$2,500 per year</i>
3. Entire Barn Complex <i>Starting bid - \$20,000 per year</i>	8. South Beef Barn <i>Starting bid - \$2,500 per year</i>
4. Hoop Barn Showring <i>Starting bid - \$5,000 per year</i>	9. Sheep/hog Barn <i>Starting bid - \$2,500 per year</i>
5. Original Showring <i>Starting bid - \$5,000 per year</i>	10. New Goat Barn <i>Starting bid - \$2,500 per year</i>

Section 2: About your Business / Organization

Name of Organization	
Contact Name	
Address	
E-mail Address	
Phone	

Section 3: What is your Organization Type?

	Business/Corporation		Cooperative
	Non-profit		Individual
	Farm		Other (specify) _____

How many members/employees do you have?

Section 4: Supporting Information

Briefly describe why your organization should be considered in the Rockingham County Fair Association Naming Rights Program:

Section 5: Potential Name of Building

If you are a successful bidder, describe what your organization would like for the building to be named. (Final decision to made by RCFA)

Section 6. Declaration

I confirm that I have the authority to submit this application on behalf of the relevant business/organization and that to the best of my knowledge the information contained in the application is complete and accurate.

Signed	
Printed Name	
Title	
Dated	

Instructions to Bidders



ROCKINGHAM COUNTY FAIR ASSOCIATION "BUILDING NAMING RIGHTS"

The Rockingham County Fair Association, a 501-(c)3 non-profit organization, will be auctioning naming rights of certain buildings at the Rockingham County Fairgrounds. This is an opportunity to benefit from exposure to more than 225,000 annual guests. Your business or organization will be mentioned in written correspondence such as letters, contracts, brochures, announcements and advertisements. For example: The Exhibit Hall Building will become the (fill in the blank) Exhibit Hall for a period of 5 years beginning January 1, 2015.

Bidding Requirements

1. The successful bidder (Vendor) must enter into a Naming Rights Agreement (sample attached) with the Rockingham County Fair Association (Fair) guaranteeing annual naming rights, payments and other terms and conditions as may be required.
2. The Vendor acknowledges the Fair will pay for Naming Rights signage of which the size and design will ultimately be approved by the Rockingham County Fair Association.
3. The Fair reserves the right to waive any informalities or minor defects, accept and/or reject any or all bids.
4. The Vendor may bid upon more than one building. If doing so, the second building must use another name.
5. The Vendor must provide verification they can meet the financial obligations of the agreement.
6. Determination of Highest Responsible Bid - Subject to the right of the Fair Association to reject any or all bids, the Fair Association will award Naming Rights to the bidder submitting the highest responsible bid based upon the monetary amount.
7. It is the Fair Association's intent to award Naming Rights at auction on October 18, 2014 for a specified contract beginning January 1, 2015.
8. Bidders should direct all questions to Jeff Ishee, GM, RCFA. Mail inquiries to the Fair Office at 4808 S. Valley Pike, Harrisonburg, VA 22801. You may also call @ 540-434-0005 or email jeff@rockinghamcountyfair.com.