

**DONATION AND NAMING RIGHTS AGREEMENT FOR
CITY DOG PARK AT BAYSHORE PARK**

This Donation and Naming Rights Agreement ("Agreement") is entered into as of March 29, 2017 by and among Vishal Raju Bhagat Foundation ("Sponsor"), and the City of Corpus Christi, Texas, ("City"), concerning a City dog park to be constructed at Bayshore Park.

WHEREAS, City owns, operates, and leases the park and improvements known as the Bayshore Park, approximately 1 acre, located at 802 S. Shoreline Blvd., Corpus Christi, Texas, for various recreational, civic, cultural, sports, and other events and activities; and

WHEREAS, the City is constructing a new dog park to be located at the Bayshore Park, referred to in this Agreement as the "Dog Park";

WHEREAS, Sponsor desires to contribute funds towards the construction of the Dog Park;

WHEREAS, City Council Policy No. 6(A) provides that upon donation of at least 51 percent of the value of a park or park facility and upon recommendation of the Parks and Recreation Advisory Committee, the City Council may name the park or park facility as the donating party designates if the park or park facility has not already been specifically named in honor of a person, group, or event;

WHEREAS, City Council Policy No. 6(B)(2) provides that the Parks director or designee may seek potential naming rights with contractual compensation for new parks or facilities where the potential exists and is deemed appropriate subject to City Council approval;

WHEREAS, City desires to grant certain naming rights for the Dog Park to Sponsor and Sponsor desires to acquire said naming rights from City, pursuant to the terms, conditions and covenants herein contained and for the stated consideration:

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained, the parties agree as follows.

1. Sponsor Funding for Dog Park. Sponsor agrees to provide seventy-five thousand dollars (\$75,000) on or before July 15, 2017, which will be used by the City towards construction of the Dog Park. Additional funds in the amount of \$51,000 will be provided to the City by another donor, under a separate agreement, on Sponsor's behalf.

2. Designated Name for City Dog Park at Bayshore Park. In consideration of Sponsor's financial contribution for the Dog Park, and in accordance with applicable policies, laws, and regulations, the parties agree that the Dog Park name shall be "Vishal Bhagat Dog Park", which shall be referred to in this Agreement as the "Designated Dog Park Name". City agrees to use reasonable efforts to identify the Designated Dog Park Name in all official

documents that include references to the Dog Park. Occasional immaterial failures to use the Designated Dog Park Name shall not be deemed to be a breach of this Agreement.

3. Licenses and Approvals. Sponsor warrants and represents to City that it has obtained all necessary licenses and approvals for the Designated Dog Park Name. Sponsor transfers its ownership interest in the Designated Dog Park Name to City. Sponsor hereby licenses City to use the Designated Dog Park Name and to subcontract others to manufacture products incorporating or bearing the Designated Dog Park Name. All such products may be used, consumed, given away, sold or held for sale by City or their agents or sub-licensees. This license shall be an exclusive license to City. City shall own all right, title and interest in the Designated Dog Park Name. City shall not be obliged to pay or to cause any sub-licensee to pay any royalty or other fee to Sponsor with respect to any use of the Designated Dog Park Name.

4. Termination/Remedies for Failure of Sponsor to Pay Amounts Due. In the event Sponsor fails to pay to City when due any sum required by this Agreement, and Sponsor shall fail, for a period of thirty (30) days following receipt of written notice from City specifying such default, to cure such default by payment of the amount due, City shall have the right to (i) terminate this Agreement upon the expiration of the cure period, (ii) remove immediately any advertising or display signage with the Designated Dog Park Name at the expense of Sponsor, and (iii) assert any and all other remedies which City may have at law or in equity.

5. Assignment. The rights and obligations of Sponsor under this Agreement may not be assigned by Sponsor without the prior written consent of City Manager. In connection with any such permitted assignment, Sponsor shall provide to City sixty (60) days prior written notice of the proposed assignment and shall require the assignee to execute an assignment agreement in such form and content as reasonably acceptable to City.

6. Notices. Unless otherwise specified herein, any notice required or permitted under this Agreement shall be deemed sufficient if given in writing and personally delivered, sent by overnight express delivery service, or deposited in the United States mail, postage prepaid, by registered or certified mail (return receipt requested) to the party to whom said notice is to be given. Notices delivered in person, or by overnight express delivery service, shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served by close of business on the third business day after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, the addresses of the parties for purposes herein shall be as follows:

CITY OF CORPUS CHRISTI:

City of Corpus Christi
Attn: Director of Parks and Recreation Department
Post Office Box 9277
Corpus Christi, Texas 78469

Sponsor:

Vishal Raju Bhagat Foundation
Attn: Raju Bhagat
3805 Castle Ridge
Corpus Christi, Texas 78410

7. Authority. Each of the undersigned by the execution hereof warrants that he/she has full power, authority and legal right to enter into this Agreement on behalf of the party for whom he/she is executing this Agreement and to consummate the transactions contemplated hereby.

8. Term and Governing Law. The City shall operate the Dog Park at Bayshore Park and identify the Dog Park under the Designated Dog Park Name for a guaranteed period of twenty (20) years and for as long thereafter as the City in its sole discretion operates the Dog Park at Bayshore Park, or until Agreement is terminated by the City in accordance with this Agreement. This Agreement shall be governed by and construed in conformity with the laws of the State of Texas. This Agreement calls for performance in Nueces County, Texas, wherein jurisdiction and venue for any dispute arising out of or related to this Agreement shall lie exclusively.

9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to other parties or circumstances.

10. Non-Waiver. No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver or consent to any further or succeeding default of the same nature.

11. Successors and Assigns. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective legal representatives, heirs, successors, and assigns.

12. **INDEMNIFICATION.** Sponsor covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the City of Corpus Christi, Texas and the officials, officers, employees, and representatives of the City, individually or collectively in both their official and private capacities, from and against any and all costs, claims, liens, judgments, harm, damages, losses, expenses, legal fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever that arise out of, result from, or relate to: (1) Sponsor's performance of this Agreement and (2) representations or warranties by

Sponsor under this Agreement. Sponsor shall promptly notify City in writing of any claim or demand against City, or any official, officer, employee, representative or volunteer of City or Company or Sponsor related to or arising out of Sponsor's performance or activities under this Agreement. **THE SPONSOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS** from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against City to the extent that such action or proceeding is based on a claim that any name, logo, signage, written material, or digital or other reproduction provided by Sponsor pursuant to this Agreement and utilized by City or the use or reproduction of any documentation provided by Sponsor infringes any intangible right of a third party, including but not limited to copyright, trademark, trade name or trade secret of any person or entity, which is enforceable under the laws of the State of Texas or of the United States. The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Agreement, shall survive the termination of or expiration of this Agreement.

13. Approval by City. Sponsor agrees that this Agreement and all provisions thereof shall be subject to City's approval at City's sole discretion. This Agreement shall not be made valid, final and binding unless approved by the City Council as indicated by authorized signature of City's representative below.

14. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

CITY OF CORPUS CHRISTI

BY: _____
 Name: _____
 Title: _____
 Date: _____

SPONSOR:
 VISHAL RAJU BHAGAT FOUNDATION

By: Raju Bhagat
 Name: Raju Bhagat
 Title: President
 Date: 3-29-17