



# Marketing & Sponsorship Agreement

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City of San José  
Norman Y. San José International Airport  
1701 Airport Blvd., Suite B-1130  
San José, CA 95110

Sponsor: City of San José  
Start Date: 8/01/22  
End Date: 07/31/25

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered as of **May 16, 2022** (“Effective Date”) by and among **CITY OF SAN JOSE**, a municipal corporation of the State of California (referred to as “Sponsor”), which owns and operates the Norman Y. Mineta San José International Airport (“Airport”), and **STANFORD UNIVERSITY** on behalf of the Department of Athletics, Physical Education and Recreation, a trust with corporate powers under the laws of the State of California (referred to as “Provider”).

## BACKGROUND

1. Provider holds the exclusive marketing and sponsorship rights for the Stanford University Department of Athletics.
2. Sponsor wishes to further its exposure of its products and/or services at the Airport through its association with Provider and by sponsoring Provider.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, Sponsor and Provider (each, a “Party” and collectively, the “Parties”) agree as follows:

1. Term of Agreement. The Term of this Agreement is 3 years. Each contract year commences on August 1 and ends on July 31 (“Contract Year”) of the following year. Either party will have the option to opt-out of year 2 (2023-24 season) and year 3 (2024-25 season) of the agreement. The reason for opt-out must be given in writing during the month of March 2023 for 2023-24 season and March 2024 for 2024-25 season. If neither exercises opt-out by August 1, the agreement will renew for the next fiscal year/season.
2. Sponsorship Benefits.
  - a. During the Term, provided that Sponsor fulfills all of its payment obligations to Provider, Sponsor will receive benefits in types and forms substantially similar to those described on **Exhibit A** attached to this Agreement and made a part hereof (the “Benefits”).
  - b. Notwithstanding the foregoing, Provider shall commence the planning and implementation of the Benefits on the Commencement Date.
  - c. All Benefits in **Exhibit A** that contemplate the use in any way of the name, brand, mark or logo of the Airport, and/or the name, logo, mark or corporate identity of the Airport, require the **prior written approval** of the Director of Aviation (“Director”), or the Director’s designee, which prior approval shall not be unreasonably withheld or delayed.
3. Payments
  - a. The total not-to-exceed amount of this Agreement for the Contract Years 2022-2025 of the Agreement, is \$100,000, comprised of \$50,000 net cash and \$50,000 net trade.

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Stanford University  
Arrillaga Family Sports Center  
641 East Campus Drive  
Stanford, CA 94305  
phone: 650.725-2123, fax: 650.724.4830

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b. **Net Trade Benefits.** For each Contract Year, Provider will notify Sponsor of the advertising assets they elect to activate at the Airport, in an amount not to exceed \$50,000, based on Airport's then-current rate cards for comparable advertising inventory at the Airport, as long as the requested asset and space are available and are mutually agreed upon by both parties ("Net Trade Benefits"). Sponsor will provide Provider the Airport's then-current rate card thirty (30) days prior to Commencement Date for Contract Years 2022-2025. In the event the Agreement is extended for one or more Contract Years, Sponsor will provide Provider the Airport's then-current rate card thirty (30) days prior to the one year anniversary of the Agreement's Commencement Date. Provider is responsible for all costs associated with asset placement, including design, production, installation and removal. Depending on the asset requested by Provider, installation and removal may be required by Provider during overnight hours when flights are not operating.

During the Contract Year 2022-2023, (i) Provider shall document the value of all Benefits that Airport utilizes on the "Benefits Form" ("**Exhibit A**"); and (ii) Airport shall document the value of all Net Trade Benefits that Provider utilizes on the "Net Trade Benefits Form" ("**Exhibit B**").

Unless mutually agreed upon and memorialized by the Parties in an amendment to this Agreement expressly extending the Term for one or more subsequent Contract Years, (i) any remaining Net Trade Benefits unused by Provider during the Contract Years 2022-2025 shall not be available for Provider's use during the next Contract Year of the Agreement; and (ii) Sponsor's cash consideration amounts shall not increase in an amount proportionate to any of Provider's remaining unused Net Trade Benefits.

c. **Invoicing.** Contract Years 2022-2025's total net cash payment amount will be invoiced by Provider in total and due with thirty (30) days of the Effective Date.

d. Sponsor will be liable for the invoice amount, which will be mailed to the following address: Arrillaga Family Sports Center, Attn. Matt Woodward, 641 E. Campus Dr., Stanford, CA 94305.

e. Please make all checks payable to Stanford University. All late payments are subject to a late payment fee of 2% per month (24% APR) or the highest rate allowed by law.

4. **Force Majeure.** No party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing party's control and without such party's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockouts ("Force Majeure"). If any Force Majeure condition affects Provider's ability to perform its obligations set forth hereunder, Provider shall give written notice to Sponsor, and Provider will offer mutually agreeable make-good benefits to Sponsor in direct and fair proportion to the benefits not received by Sponsor due to the Force Majeure condition ("Make-Good Benefits"). The Make-Good Benefits shall be subject to Sponsor's approval which approval will not be unreasonably withheld or delayed. Until such time as the Make-Good Benefits are agreed upon, Sponsor will continue to pay the full sponsorship fee to Provider as set forth above. If any Force Majeure condition affects Sponsor's ability to provide Provider the Net Trade Benefits, Sponsor will offer mutually agreeable Make-Good Benefits to Provider in direct and fair proportion to the benefits not received by Provider due to the Force Majeure condition, subject to Provider's approval, which will not be unreasonably withheld.

5. **University Athletics Department Marks and Airport Marks.** To the extent that any of the Sponsor's Benefits described in **Exhibit A** hereto include the right to make use of Provider's logos or trademarks ("Stanford Athletics' Marks"), Sponsor agrees that use of Stanford Athletics' Marks is non-exclusive, limited and non-transferable and must be approved in writing by Provider and/or the University's Director of Business Affairs



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prior to such use. Sponsor agrees not to make use of such Stanford Athletics' Marks in any retail promotion or sale of a product without the approval of the Provider or its authorized agent and the payment of any required license fee. All right, title and interest in and to the Stanford Athletics' Marks is and shall remain the sole and exclusive property of Provider.

Sponsor hereby grants to Provider during the Term of the Agreement the right to use Airport logos or trademarks ("Airport Marks"), for the Benefits in **Exhibit A**. All right, title and interest in and to the Airport Marks is and shall remain the sole and exclusive property of Sponsor.

6. Miscellaneous.

a. Sponsor and Provider will comply with all federal, state and local laws as well as all rules of the Pac – 12 Conference (or any other conference to which the Provider may be a member) and NCAA rules and regulations in connection with their respective performance under this Agreement. To that end, Sponsor shall not make use of any student-athlete's name, image or likeness (as defined by the NCAA) without advance written approval of Athletics Department's Compliance Services Office.

b. All notices hereunder must be in writing and shall be deemed to have been given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested,) or (d) when received by the addressee, if sent by e-mail to the appropriate e-mail address of the addressee.

Notice to Sponsor shall be as follows:

Scott Wintner  
Norman Y. Mineta San José International Airport  
1701 Airport Blvd., Suite B-1130  
San José, CA 95110  
(408) 392-3690  
swintner@sjc.org

Notice to Provider shall be as follows:

Attn: Matt Woodward  
Stanford Athletics  
Stanford University  
Arrillaga Family Sports Center  
641 East Campus Drive  
Stanford, CA 94305  
913-526-8114  
[mwoodward@stanford.edu](mailto:mwoodward@stanford.edu)

c. No Party shall have the right to transfer or assign its rights or obligations under this Agreement without the express prior written consent of the other Party. In the event that any Party shall cease conducting business in the normal course, become insolvent, except in the event of a sale of substantially all of Sponsor's assets, admit in writing its inability to meet its debts as they mature, make a general assignment for the benefit of creditors, or is the subject of a petition in bankruptcy and such petition is not dismissed within sixty (60) days from its filing, then at the option of the other Party, this Agreement shall terminate immediately and be of no further force and effect.

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- d. This Agreement constitutes and contains the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral understandings or agreements with respect thereto.
- e. No amendment to this Agreement shall be valid unless in writing signed by each of the Parties hereto.
- f. The failure of any Party to exercise any of its rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- g. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.
- h. Sponsor and Provider are independent contracting parties and nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them nor does it grant either Party any authority to assume or create any obligation on behalf of or in the name of the other Party.
- i. This Agreement may be executed in counterparts, each of which shall be deemed an original and each counterpart together shall constitute one document.
- j. Each Party represents and warrants that the person whose signature appears below for Sponsor is duly authorized to execute this Agreement and legally bind that Party under this Agreement.
- k. Unless otherwise prohibited by law or Sponsor policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Sponsor.
- l. In the event that suit shall be brought by either Party hereunder, the Parties agree that venue shall be exclusively vested in the state courts of California in the County of Santa Clara or if federal jurisdiction is appropriate, exclusively in the United States District Court in the Northern District of California, San José, California.
- m. The Sponsor’s funding of this Agreement is subject to annual appropriations. Sponsor may terminate the Agreement immediately if the funds necessary to continue the Agreement are not appropriated by Sponsor’s City Council. In no event will termination relieve Sponsor of its obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

[remainder of page intentionally left blank]



# Marketing & Sponsorship Agreement

**ACCEPTED and AGREED:**

**“SPONSOR”**

CITY OF SAN JOSE,  
a municipal corporation of the State of California

Email: sarah.zarate@sanjoseca.gov

05/16/2022 GMT-07:00

By: \_\_\_\_\_

Sarah Zarate

Director, City Manager’s Office

**“PROVIDER”**

STANFORD UNIVERSITY, a trust with corporate  
powers under the laws of the State of California

Email: tcgray@stanford.edu

Date Signed: 05/14/2022 GMT-07:00

By: \_\_\_\_\_

Tommy Gray

Executive Associate AD, External Relations

**APPROVED AS TO FORM:**

Attorney  
Jon Calegari

Email: jon.calegari@sanjoseca.gov

Date Signed: 05/16/2022 GMT-07:00

By: \_\_\_\_\_

Jon Calegari

Deputy City Attorney



# Marketing & Sponsorship Agreement

*EXHIBIT A - BENEFITS:*  
2022-2025 Marketing and Sponsorship Agreement

Provider: Stanford Athletics

Sponsor: City of San José for the Norman Y. Mineta San José International Airport (“Airport”)

Contract Years: 2022-2025

Description and placement location	Date(s) of Use	Unit Value	Extended Value

The following Benefits are listed here solely for illustrative purposes:

**RIGHTS**

**Use of Airport Marks and Designations**

Acceptable use of Airport Marks are as follows:

- Proud Sponsor of Stanford Athletics
- Proud Sponsor of the Stanford Cardinal
- Official Airport sponsor of Stanford Athletics
- Official Airport sponsor of the Stanford Cardinal
- Use of marks regionally
- All creative using Stanford Athletics' Marks are to be approved by Provider before use.

**DIGITAL**

**Social Media**

- Eight (8) total Cardinal In The Air posts or comparable posts on Stanford Platforms on Twitter.
- Have the flexibility to mutually agree on which sport program these posts run on.

**Website**

- Recognition on all schedule pages for road games
- Presenting sponsor on Travel to Stanford Page
- 1,000,000 impressions through banner ads on GoStanford.com
- Listed as Preferred Transportation Partner.

**E-Mail**

- Ten (10) e-mail inclusions in our Official Athletics E-Newsletter

**RADIO**

**Football**

- Two (2) :30 second spots during all twelve broadcasted games including any post-season games.
- Two (2) live reads during all twelve (12) broadcasted games including any post-season games.
- One (1) in-game feature during all twelve (12) broadcasted games including any post-season games.

**Men’s Basketball**

- Two (2) :30 second spots during all twenty-seven (27) broadcasted games including any post-season games.
- Two (2) live reads during all twenty-seven (27) broadcasted games including any post-season games.
- One (1) in-game feature during all twenty-seven (27) broadcasted games including any post-season games.



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## TICKETS AND HOSPITALITY

- Four (4) tickets and pre-game hospitality passes and one (1) parking pass at two (2) mutually agreed upon home football games.
- Two (2) foursome rounds at Stanford Golf Course

*EXHIBIT B – NET TRADE BENEFITS FORM:*

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2022-2023 Marketing and Sponsorship Agreement

Provider: Stanford Athletics

Sponsor: City of San José for the Norman Y. Mineta San José International Airport (“Airport”)

Contract Years: 2022-2025

Description and placement location	Date(s) of Use	Unit Value	Extended Value