**Sponsorship Agreement**

This Sponsorship Agreement (“Agreement”) is made and entered into on the dates set forth below by and between Shreveport- Bossier Convention & Tourist Bureau (hereinafter sometimes referred to as “Contractor”) and the Louisiana Department of Culture, Recreation and Tourism (hereinafter sometimes referred to as “State” or “Sponsor”).

1. Background
   1. The Louisiana Seafood Promotion and Marketing Board (“LSPMB”) is an agency in the Department of Culture, Recreation and Tourism. The LSPMB was created to enhance the public image of commercial fishery products, thereby promoting the consumption of these products and, further, to assist the seafood industry, including commercial fishermen and wholesale and retail dealers, in market development so as to better utilize existing markets and to aid in the establishment of new marketing channels. (La. R.S. 56:56:578.1)

* 1. The 2018 Miss USA Pageant (“Pageant”) will be held in Shreveport, Louisiana. The Contractor is hosting the “Taste of Shreveport-Bossier” (“Event”) for the Pageant contestants, media, and other Event attendees. The Event will be held at the Remington Suite Hotel, Shreveport, Louisiana, on May 15, 2018.
  2. The Contractor has presented information and documentation to the State that 250 to 300 people are expected to attend the Event; information, videos, and photos from the Event may be included in official publicity associated with the Pageant and the broadcast of the Pageant; and Event attendees, including the Pageant contestants, will be encouraged to use social media to post about activities associated with the Pageant, including their experiences at the Event.
  3. In consideration of the premises and covenants contained herein, the State has agreed to sponsor the Event in accordance with the terms and conditions set forth herein and in any attachments hereto, which are incorporated herein by reference.

1. Sponsorship Objective/Public Purpose
   1. The purpose of this sponsorship is to support an event that will promote the consumption of Louisiana seafood and assist in the expansion of the Louisiana commercial seafood industry.
   2. This sponsorship will promote Louisiana seafood by:
2. Promoting the State’s Louisiana Seafood brand by featuring the official Louisiana Seafood logo (“Logo”) and name at the Event and in related publicity.
3. Providing Event attendees an opportunity to taste Louisiana seafood as prepared by a professional chef.
4. Providing the State an opportunity to address the Event attendees to promote Louisiana seafood as a premium brand.

2.3 In reliance upon the data and/or information provided by the Contractor, the State has a demonstrable, objective, and reasonable expectation that the public benefits resulting from this sponsorship will be at least proportionate to the obligations undertaken by the State and that the Louisiana Seafood brand and the Louisiana seafood industry will benefit from this endeavor.

1. Sponsorship Cost and Value

3.1 In consideration for the publicity and other Sponsor Benefits described above and subject to the Contractor’s compliance with all terms of this Agreement, the Sponsor shall provide a chef and the seafood necessary for the chef’s cooking demonstration at the Event.

3.2 The maximum cost to the State and the total estimated value of this sponsorship is **$6,500.00** as follows: Chef valued at **$2,500** and Louisianaseafood valued at **$4,000.**

3.3 No funds will be transferred per the terms of this Agreement. The State will be responsible for all billings associated with the services of the professional chef and the Louisiana seafood necessary to fulfill the State’s obligations. The type and amount of the seafood along with delivery terms will be coordinated between the Sponsor and the chef.

1. The Contractor agrees to provide the following Sponsor Benefits and Deliverables:
   1. Two Sponsor banners will be displayed at the Event.
   2. The Sponsor’s Queen of Seafood, Chef Bonnie Breaux, will conduct a cooking demonstration assisted by the 2017 Miss USA and 2017 Miss Teen USA titleholders. In the event Chef Breaux is unavailable, the State may select another chef to provide the demonstration.
   3. Media notices related to the Event will include the Sponsor’s logo and the verbiage “Presented by the Louisiana Seafood Promotion and Marketing Board.”
   4. One or more representatives of the LSPMB will have the opportunity to address the attendees at the Event.
   5. The Contractor shall submit with the final invoice a Final Report in a format approved by the State. The Final Report shall document compliance and outcomes of the Event that pertain to the achievement of the sponsorship objective and public purposes.
2. Term

This Agreement shall begin May 14, 2018, and shall terminate July 14, 2018.

The parties agree and consent to the use of electronic signatures solely for the purposes of executing the Agreement and any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

THUS DONE AND SIGNED AT Shreveport, Louisiana, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

WITNESSES: Shreveport-Bossier Convention & Tourist Bureau

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: Stacey Brown, President

629 Spring St.

Shreveport, LA 71101

Tax ID: 72-0695867

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

WITNESSES: Department of Culture, Recreation and Tourism

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: Julie Samson, Chief of Staff

Office of the Lieutenant Governor

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name:

**Attachment 1**

**Additional Clauses**

1. The **Contract Monitor** for this Agreement is Jordan Buras, Deputy Director, LSPMB, or her supervisor, designee, or successor.
2. The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement, if any, shall be the Contractor's obligation and identified under the Federal tax identification number listed on the preceding page.
3. Any modification of the provisions of this Agreement shall be in writing, signed by all parties, and approved by the required authorities.
4. Any authorized agency of the state government (e.g. Office of the Louisiana Legislative Auditor, the Louisiana Inspector General's Office, etc.) and of the federal government has the right to inspect and review all books and records pertaining to services rendered under this Agreement for a period of five (5) years from the date of final payment under the Agreement and any subcontract. The Contractor and its subcontractor(s), if any, shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. The Contractor and its subcontractor(s), if any, shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.
5. The State may terminate this Agreement at any time without penalty by giving thirty (30) days’ written notice to the Contractor. Upon receipt of notice, the Contractor shall immediately discontinue work and the placing of orders for materials, facilities, services, and supplies in connection with the performance of this Agreement. The Contractor shall be entitled to payment for deliverables in progress to the extent the State determines that the work is acceptable.
6. Should the State determine that the Contractor has failed to comply with the Agreement’s terms, the State may terminate the Agreement for cause by giving the Contractor written notice specifying the Contractor’s failure. If the State determines that the failure is not correctable, then the Agreement shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections, or the State may notify the Contractor of the Agreement termination date.
7. The Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any intentional, reckless, or negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services or activities performed by the Contractor hereunder.
8. Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1673.
9. All records, reports, documents, and other material delivered or transmitted to the Contractor by the State shall remain the property of the State and shall be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the fulfillment of the terms of this Agreement shall become the property of the State, and shall, upon request, be delivered by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Agreement.
10. The Contractor may assign its interest in the proceeds of this Agreement to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment. Except as stated here, the Contractor shall transfer any interest in the Agreement by assignment, novation, or otherwise, only with prior written consent of the State. The State’s written consent of the transfer shall not diminish the State’s rights nor the Contractor’s responsibilities and obligations.
11. The Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. The Contractor agrees not to discriminate in its employment practices, and shall render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.
12. Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this Agreement if caused by an act of God, war, strike, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto), or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing, but due diligence shall be used in mitigating any losses.

If public funds are required for the State to uphold its obligations (even if funds are not changing hands):

13. The continuation of this Agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the Agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

If federal funds are involved in the sponsorship, additional language may be required. For example:

14. The Contractor agrees to abide by the requirements of the Drug-Free Workplace Act of 1988.

15. The Contractor shall not contract with or enter into any other agreement for goods or services, or any other purposes related to this Agreement with any suspended or debarred party.

16. By signing this Agreement, the Contractor certifies that it is not suspended or debarred.

17. The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Agreement and debarment from future agreements.

18. The funds provided hereunder, if any, shall not be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a legislator, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress or any state or local legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.