## **State of Louisiana**

## **Sponsorship Agreement**

This SPONSORSHIP AGREEMENT (“Agreement”) is made and entered into on the dates set forth below by and between The Louisiana Open, Inc. (“Contractor”) and the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism (“State” or “Sponsor”) in accordance with the terms set forth herein and in Attachment A, which is by this reference incorporated herein.

1. **Background**
   1. The Louisiana Office of Tourism is statutorily mandated to promote and assist in expansion of tourism and the tourism industry of Louisiana by inviting visitors from this nation and foreign countries to visit Louisiana through ongoing promotional campaigns of information, advertising, and publicity to create and sustain an image and understanding of Louisiana that is responsible and accurate and by cooperating with public and private entities in activities that promote tourism. (La. R.S. 36:208, La. R.S. 51:1254-1255).
   2. The 2018 Chitimacha Louisiana Open (“Event”) is scheduled to be held March 19 – 25, 2018, at the Le Triomphe Golf and Country Club in Broussard, Louisiana. The Event is part of the Web.com Tour which provides a pathway for professional golfers to qualify for PGA Tour memberships.
   3. The Contractor has presented information and documentation to the State that approximately 150 participants from across the United States and from other countries are expected to travel to the Acadiana region to participate in the seven-day Event.
   4. 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.
2. **Sponsorship Objective/Public Purpose**
   1. The purpose of this sponsorship is to support an event that will promote and assist in the expansion of tourism and the tourism industry.
   2. This sponsorship will promote tourism and the tourism industry by:
3. Promoting the State’s tourism brand by featuring the official tourism logo “Louisiana: Feed Your Soul” (“Logo”) and official tourism website (LouisianaTravel.com) at the Event and in related publicity.
4. Attracting out-of-state and international visitors to the Acadiana region of Louisiana, which will increase economic activity in the region and generate additional taxes for local and state government.
5. Providing the State, its representatives, stakeholders, clients, media contacts, travel writers, policymakers, and/or others opportunities to participate in the Event and related promotional opportunities associated with the Event.
6. Presenting a positive image of Louisiana as a unique and desirable travel destination for outdoor recreation to national and international audiences as a result of media coverage of the Event.
   1. 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 Louisiana’s economy and tourism industry will benefit from this endeavor.
7. **Sponsorship Amount:** $10,000.00
8. **Payment Terms**
   1. Subject to the premises and covenants herein and compliance with all terms of this Agreement, the State agrees to pay the Contractor a maximum amount of up to Ten Thousand Dollars and 00/cents ($10,000.00).
   2. Travel expenses shall not be paid under the terms of this Agreement.
   3. Payment will be made following completion of the Event; the Contractor’s timely submission of any required deliverables; and the State’s receipt, review, and approval of an original invoice on the Contractor’s letterhead.
   4. The Contractor shall submit an original invoice to the Sponsor for payment as follows: DCRT, Louisiana Office of Tourism, C/O Karen Richardson, Contract Monitor, 1051 N. 3rd St., Third Floor, Baton Rouge, LA 70802 for courier mail or P.O. Box 94291, Baton Rouge, LA 70804 for US Mail.
   5. The State may refuse payment and/or reconcile payment to the performance and/or supporting documentation in the event the premises and/or covenants described herein are not met.
9. **The Contractor agrees to provide the following Sponsor Benefits and Deliverables:**
   1. Placement of the Logo:

a. At Hole 17 for each day of the Event. The Logo shall be featured on a customized, 12-foot flag at both the tee box and the green. The flag shall also include the web address for louisianatravel.com

b. On the Daily Pairing Guide

c. In rotation from March 19 – 25 on the five (5) LED Scoreboards strategically placed throughout the golf course

d. On signage on the 18th green in the Skybox area

Logo use must be in compliance with the specifications at <http://www.crt.state.la.us/publications/document-archive/index>.

* 1. Tickets and Passes:

1. Eight (8) Skybox passes per day
2. Six (6) tickets to the Monday night event
3. Six (6) tickets to the Tuesday night event
4. Six (6) Clubhouse tickets
5. Three (3) parking passes

All tickets and passes must be delivered to the Contract Monitor

by or before March 10, 2018.

* 1. Reporting

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.

1. **Term**

This Agreement shall begin on February 1, 2018, and shall terminate on April 30, 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 Lafayette, Louisiana, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

WITNESSES: The Louisiana Open, Inc.

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

Print name: Daniel G. Jones, Director

Address

Tax ID#

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

Print name:

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

WITNESSES: Department of Culture, Recreation & Tourism

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

Print name: Doug Bourgeois, Assistant Secretary

Office of Tourism

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

Print name:

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

WITNESSES: Department of Culture, Recreation & Tourism

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

Print name: Nancy Watkins, Undersecretary

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

Print name:

**Attachment 1**

**Additional Clauses**

1. The **Contract Monitor** for this Agreement is Karen Richardson, Contracts/Grants Reviewer Supervisor of the Louisiana Office of Tourism, 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 shall be the Contractor's obligation and identified under the Federal tax identification number listed on the preceding page.
3. Any modification to 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 of such termination or by negotiating with the Contractor a termination date. 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. If the Contractor seeks to terminate the Agreement, the Contractor shall file a complaint with the State.
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 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 be delivered by the Contractor to the State upon the State’s request and 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), pandemic (or any government restrictions 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 (“Force Majeure Event”), but due diligence shall be used in mitigating any losses.
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, additional language may be required, e.g.

1. The Contractor agrees to abide by the requirements of the Drug-Free Workplace Act of 1988.
2. 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.
3. By signing this Agreement, the Contractor certifies that it is not suspended or debarred.
4. 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.
5. The funds provided hereunder 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.