

# SAN BERNARDINO COUNTY SERVICE AREA 60 – APPLE VALLEY AIRPORT

## 2025 Apple Valley Airshow – Sponsorship Agreement

Department Contract Representative  
Telephone Number

Brett Godown  
909-387-8810

Sponsor  
Sponsor Representative  
Telephone Number  
Sponsored Event  
Sponsorship Type  
(Monetary or In-kind)  
Total Contract Amount

2025 Apple Valley Airshow

### IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County Service Area 60 – Apple Valley Airport (DISTRICT) recognizes the benefit of having sponsors for the 2025 Apple Valley Airshow (Airshow) to highlight businesses and increase community involvement; and,

WHEREAS, [INSERT SPONSOR NAME] (SPONSOR) recognizes the benefit of entering into a relationship with DISTRICT for goods, services or donations in exchange for the benefits set forth in Attachment A and acknowledging the SPONSOR'S support; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

#### 1. SCOPE OF SPONSORSHIP

In exchange for the benefits described for the corresponding level of sponsorship ("SPONSORSHIP") on Attachment "A" "Levels of Sponsorship", the SPONSOR will provide goods, services or a monetary donation equal in value to \$[INSERT AMOUNT] for the Airshow to be held on October 11, 2025 at Apple Valley Airport. If applicable, in-kind sponsorship donations are set forth on Attachment "B."

#### 2. TIME OF PERFORMANCE

The Sponsorship to be provided by SPONSOR shall commence upon execution of this Agreement and shall be completed by \_\_:00 p.m., October 11, 2025

### 3. SPONSORSHIP PAYMENT

SPONSOR shall make any monetary donation as a payment in one lump sum upon execution of this Agreement, which may be collected by the DISTRICT or by the DISTRICT'S contractor for the Airshow, Murphy & Harrison, Inc., Attn: Susan Newman-Harrison, on behalf of the DISTRICT. SPONSOR acknowledges that DISTRICT will use this amount to help defray the costs of the Airshow. To the extent the amount is not needed to defray the costs of the Program, any excess amounts shall be transferred to the DISTRICT to be used as determined in the DISTRICT'S sole discretion. If applicable, SPONSOR shall contribute goods and services in accordance with the schedule and terms set forth on Attachment "B" "In-Kind Sponsorship."

### 4. ASSIGNMENT

This Agreement is not assignable by SPONSOR, without the express written consent of the DISTRICT. Any attempt by SPONSOR to assign any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

### 5. TERMINATION AND TERMINATION COSTS

This Agreement may be terminated in whole or in part at any time by either party upon giving five (5) days notice in writing to the other party. The DISTRICT Department of Airports or the Chief Executive Officer are each hereby empowered to give said notice.

DISTRICT may immediately terminate this Agreement in the event of any of the following: (a) the Sponsorship, in the DISTRICT'S sole discretion, reflects in a negative manner on the DISTRICT; (b) SPONSOR becomes engaged in a legal or financial conflict with the DISTRICT; (c) it comes to the DISTRICT'S attention that SPONSOR's products or services are not eligible for use at the Airshow because of any existing agreements at Apple Valley Airport; (d) SPONSOR has filed a voluntary or involuntary petition in bankruptcy, or a receiver or trustee has been appointed or SPONSOR has executed a general assignment for the benefit of creditors; (e) SPONSOR has materially breached any of the provisions of this Agreement; (f) continuation of the Agreement, in the DISTRICT's sole determination, would compromise the public's perception of the DISTRICT's impartiality or ability to act in the public's interest, or (g) DISTRICT determines that SPONSOR is otherwise ineligible to be a sponsor under the terms of as Attachment "A" or "B".

### 6. MODIFICATIONS TO AGREEMENT

The DISTRICT Department of Airports or the Chief Executive Officer may agree to modifications to this Agreement subject to the approval of DISTRICT Counsel.

### 7. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Agreement will be acting in independent capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

### 8. DISCRIMINATION

SPONSOR hereby agrees that it will not discriminate against any person on the grounds of race, creed, color, sex, religion, ancestry, and age, condition of physical handicap, marital status or national origin.

#### 9. IMPROPER CONSIDERATION

SPONSOR shall not offer (either directly or through an intermediary) any improper consideration, such as, but not limited to cash, discounts, services or the provision of travel or entertainment or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any agreement awarded by DISTRICT. DISTRICT, by written notice, may immediately terminate this Agreement or any DISTRICT agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to any proposal or award process involving this Agreement or any other DISTRICT agreement. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT agreement has been awarded. SPONSOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from SPONSOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the DISTRICT Administrative Office. In the event of a termination under this provision, DISTRICT is entitled to pursue any available legal remedies.

#### 10. MISREPRESENTATION

If during the course of the administration of this Agreement, DISTRICT determines that SPONSOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to DISTRICT, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, DISTRICT is entitled to pursue any available legal remedies.

#### 11. RESERVED

#### 12. LEGAL FEES

SPONSOR understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Agreement shall be the SPONSOR's sole expense and shall not be charged as a cost under this Agreement. In the event of any dispute hereunder, each party to this Agreement shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

#### 13. DISTRICT CONTROL

SPONSOR understands that DISTRICT has sole discretion over SPONSOR's eligibility to be and continue as a sponsor. DISTRICT maintains full editorial control over the placement, content, appearance and wording of Sponsorship affiliations and messages ("Logo"). DISTRICT Department of Airports staff will work with SPONSOR to determine the appropriateness of the Sponsorship Logo. The Logo may identify SPONSOR but not promote or endorse the organization or its products. **The existence of this Agreement does not constitute DISTRICT endorsement of SPONSOR or its products or services.**

#### 14. DISTRICT PERMISSION

SPONSOR may not use materials, advertise or communicate the existence of this Sponsorship relationship without DISTRICT'S written permission. Any unauthorized use of DISTRICT name or logo or the unauthorized communication of the existence of this Agreement will result in this Agreement

becoming null or void and being terminated, will disqualify SPONSOR from future sponsorships unless DISTRICT, in its sole discretion, has determined that eligibility is restored.

15. AMENDMENTS; VARIATIONS

This writing, with attachments, embodies the whole of the agreement of the parties hereto. There are no oral agreements contained herein. Except as herein provided, addition or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both parties.

16. INVALID CONDITIONS

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of the Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

17. GOVERNING LAW; VENUE

This Agreement and any disputes arising therefrom shall be governed by California law. The venue of any action or claim brought by any party to the Agreement will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

19. BINDING INTEREST

This Agreement shall be binding on the parties, successors in interest, heirs and assigns.

20. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

San Bernardino County Service  
Area 60 – Apple Valley Airport  
Attn: Brett Godown  
268 W. Hospitality Ln, Ste 302  
San Bernardino, CA 92408

Attn: [[INSERT SPONSOR COMPANY  
INSERT SPONSOR CONTACT]  
[[INSERT SPONSOR ADDRESS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below:

SAN BERNARDINO COUNTY SERVICE AREA 60

- \_\_\_\_\_  
Brett Godown, Director, Department of Airports

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By \_\_\_\_\_ ▶▶  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Approved as to Legal Form

▶ Agnes Cheng, Deputy County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

▶ \_\_\_\_\_

Date

Reviewed/Approved by Department

▶ \_\_\_\_\_

Date

## **Attachment A**

### **Levels of Sponsorship**

#### **PRESENTING PARTNER \$100,000**

- Airshow adult passes (500)
- Private premium position catered chalet for you and your guests to use on Saturday for up to 50 guests, or the choice of 50 admissions to VIP Chalet (50)
- VIP Parking passes (25)
- Recognition during airshow by announcer daily (8)
- Elite location booth space 20' x 50'
- Logo on marketing materials which include, but, not limited to: Ads, flyers, postcards, poster, website, signs, Facebook, Instagram, promo video
- Website logo and link from airshow website
- Social media post recognizing sponsorship.
- Ad with link on our website to yours.
- Signage on speakers (provide 10, size 18" x 24")
- Mention of name on radio commercials
- Four 4' x 12' giant banners displayed at event fencing during airshow weekend. Please provide banners.
- Your flyer inserted in our publicity media kit (please provide)
- Table and your pop up display at the VIP tent and premium distribution
- Exclusivity, and category exclusivity

#### **TITANIUM PARTNER \$50,000**

- Airshow adult passes (250)
- VIP catered chalet admission for you and your guests on Saturday for up to 25 people total (25)
- VIP Parking passes (12)
- Recognition during airshow by announcer daily (6)
- Premium booth space 20' x 40'
- Logo on marketing materials which include, but, not limited to: Ads, flyers, postcards, poster, website, signs, Facebook, Instagram, promo video
- Website logo and link from airshow website
- Social media post recognizing sponsorship.
- Ad with link on our website to yours.
- Two 4' x 12' giant banners displayed at event fencing during airshow weekend. Please provide banners.
- Your flyer inserted in our publicity media kit (please provide)
- Exclusivity, and category exclusivity.
- Your pop up display at the VIP tent and premium distribution

#### **PLATINUM PARTNER \$25,000**

- Airshow adult passes (200)
- VIP catered chalet admission for you and your guests on Saturday for up to 15 people total (15)
- VIP Parking passes (8)
- Recognition during airshow by announcer daily (5)
- Premium booth space 20' x 20'
- Logo on marketing materials which include, but, not limited to: Ads, flyers, postcards, poster, website, signs, Facebook, Instagram, promo video
- Website logo and link from airshow website.
- Social media post recognizing sponsorship.
- Ad with link on our website to yours.
- Two 4' x 12' giant banner displayed at event fencing during airshow weekend. Please provide banners.
- Your flyer inserted in our publicity media kit.
- Your pop up display at the VIP tent and premium distribution

**GOLD PARTNER \$10,000**

- Airshow adult passes (150)
- VIP catered chalet admission for you and your guests on Saturday for up to 10 people total (10)
- VIP Parking passes (5)
- Recognition during airshow by announcer daily (4)
- Premium booth space 20' x 10'
- Logo on marketing materials which include, but, not limited to: Ads, flyers, postcards, poster, website, signs, Facebook, Instagram
- Website logo and link from airshow website
- Social media post recognizing sponsorship
- One 4' x 8' giant banner displayed at event fencing during airshow weekend. Please provide banner.
- Your pop up display at the VIP tent and premium distribution

**SILVER PARTNER \$5,000**

- Airshow adult passes (100)
- VIP catered chalet admission for you and your guests on Saturday for up to 8 people total (8)
- VIP Parking passes (4)
- Recognition during airshow by announcer daily (3)
- Premium location booth space 10' x 15'
- Logo on marketing materials which include, but, not limited to: Ads, flyers, postcards, poster, website, signs, Facebook, Instagram
- Website logo and link from airshow website
- Social media post recognizing sponsorship.
- Three 3' x 6' banner displayed at event fencing during airshow weekend. Please provide banner.
- Your pop up display at the VIP tent and premium distribution

**BRONZE PARTNER \$2,500**

- Airshow adult passes (50)
- VIP catered chalet admission for you and your guests on Saturday for up to 4 people total (4)
- VIP Parking passes (2)
- Recognition during airshow by announcer daily (2)
- Booth space 10' x 10' - Logo on marketing materials which include, but, not limited to: Ads, flyers, postcards, poster, website, signs, Facebook, Instagram
- Website logo and link from airshow website
- Social media post recognizing sponsorship.
- One 2' x 4' banner displayed at event fencing during airshow weekend. Please provide banner

**COPPER PARTNER \$1,500**

- Airshow general admission adult passes (25)
- VIP catered chalet admission for two adults (2)
- VIP Parking pass (1)
- Recognition during airshow by announcer daily (1)
- Name listed (no logo) recognition on some marketing materials and website.

**Attachment B**

**In-Kind Sponsorship**

<b>Department Contract Representative</b>	<u>Brett Godown</u>
<b>Telephone Number</b>	<u>(909) 387-8810</u>

<b>Sponsor</b>	<u></u>
<b>Sponsor Representative</b>	<u></u>
<b>Telephone Number</b>	<u></u>
<b>Sponsored Event</b>	<u>2025 Apple Valley Airshow</u>
<b>Total In-Kind Amount</b>	<u></u>
<b>Cost Center</b>	<u></u>

**Description of Product or Service:**


**Coordination of Goods or Services Provided by Sponsor will be handled by:**

Teresa (Tess) Cook  
Apple Valley Airport Manager  
Department of Airports  
San Bernardino County Service  
Area 60 – Apple Valley Airport  
Phone: 760-995-8762  
[Teresa.Cook@airports.sbcounty.gov](mailto:Teresa.Cook@airports.sbcounty.gov)

or Susan Newman-Harrison  
Murphy & Harrison, Inc. dba Harrison Airshows  
Airshow Contractor for San Bernadino County Service  
Area 60 – Apple Valley Airport  
Phone: (909) 744-9317