



City of Lancaster and LMPAF Sponsorship Contract 2025

I. SPONSOR INFORMATION

Contact Information

Business Name:	<u>Learn4Life</u>	Contact Name:	<u>Victor Nardiello, Area Superintendent</u>		
Address:	<u>177 Holston Drive</u>	City:	<u>Lancaster</u>	State:	<u>CA</u> Zip: <u>93535</u>
Phone:	<u>661.902.3345</u>	Cell:	<u>661.902.3345</u>	Fax:	
Email:	<u>vnardiello@learn4life.org</u>	Website:	<u>Learn4Life.org</u>		

II. SPONSOR BENEFITS

As a \$50,000 City of Lancaster, Museum of Art and History (MOAH) Sponsor in partnership with the Lancaster Museum and Public Art Foundation (LMPAF), **Learn4Life Schools** will receive the following benefits:

- Official Naming Rights to Classroom 109 at the Lancaster Museum of Art and History (MOAH) for the term of five years (2025-2030) in accordance with the Facility Naming Policy (000-03).
- One (1) hosted reception at MOAH to be coordinated by LMPAF
- Private Tour of the Museum, with access to the non-public access areas such as the Permanent Collection Vaults.

III. TERM

The term of this Agreement shall be for five (5) years from the date of this Agreement, unless sooner terminated as herein provided.

IV. NAMING RIGHTS

The name "Learn4Life Education Room" will be used on all advertising, promotional materials, and media information associated with the Lancaster Museum of Art and History's Education Classroom. Learn4Life grants the City of Lancaster permission for its logo to be used as part of advertising, promotional materials, and media information associated with the Lancaster Museum of Art and History's Education Classroom. Sponsor further agrees to the use of such logo on merchandise or publications for which Sponsor will receive no additional compensation.

V. SPONSOR DONATIONS

As a City of Lancaster and Lancaster Museum and Public Art Foundation Sponsor (**Learn4Life Schools**) will provide a \$50,000 cash donation to be paid in 5 installments of \$10,000 each year by April 1st with the first installment be 15 days after signing the contract.

VI. SPONSOR OBLIGATIONS

- Sponsor must abide by all Terms & Conditions (see below) and all applicable municipal, county, state and federal laws.
- Sponsor is encouraged to cross-promote events through business advertising.
- Sponsor must provide the City with an electronic copy of its logo at least six (6) inches wide at 300 dpi in .eps or other graphic format for promotional purposes.
- Sponsor must verify the legal name, address, website and phone number they would like to appear in event advertising and program guides.

VII. LMPAF OBLIGATIONS

- LMPAF shall provide funds to the City in an amount not to exceed \$3,500 for costs incurred by the City in connection with the development of signage bearing the Sponsors name and logo ("Start-up Sign Costs"). The Sponsor and/or logo name shall be displayed in the Lancaster Museum of Art and History Education Room.

- Provide coordination of 2 Exclusive Lantern Room events during the partnership term. LMPAF would be responsible for submitting the appropriate reservation paperwork and would be subject to all fees resulting in the cost of reservation.
- Fees resulting from the Lantern Room events would be payable to the City of Lancaster at a minimum of 30 days prior to the selected date.
- Coordinate a private tour of the Museum, with access to the non-public access areas such as the Permanent Collection Vaults. The tour must be coordinated with the City of Lancaster at a minimum of 15 days prior to the selected date
- Provide the Sponsor one (1) hosted reception at MOAH. The reception must be coordinated in advance with City Staff at a minimum of 45 days prior to date.
- Provide payment for trunk shows at Learn4Life school locations for students and families, up to four (4) per year during the contract term.

VIII. PAYMENT INFORMATION

The Lancaster Museum and Public Art Foundation will invoice **Learn4Life Schools** for the total amount due of \$50,000 to be paid in 5 installments of \$10,000 each year by April 1st of each year with the first installment be 15 days after signing the contract.

IX. TERMINATION UPON DEFAULT

City and LMPAF shall have: the right to terminate this Agreement upon the occurrence of any of the following events:

- Sponsor defaults in the making of any of the annual payments required to be made by it by the dates specified in the Agreement and does not cure within thirty (30) days;
- Sponsor defaults in the performance or observance of any other term, covenant, condition, or provision of this Agreement.
- Sponsor engages in questionable business practices as determined by City and LMPAF.
- Upon the effective date of such termination, the term of this Agreement shall end as fully and completely as if that were the date herein fixed for the expiration of the term of this Agreement. Within (90) days after this Agreement is terminated, City and LMPAF shall remove all signs or other equipment installed and/or operated pursuant to this Agreement if City so desires, except as expressly excepted by City in writing.
- Notwithstanding any of the above, City may bring a separate action for any default in Sponsors payment of the required annual payments.

X. INDEMNIFICATION

Sponsor shall indemnify, defend and hold harmless City and LMPAF, their officers, directors, employees and representatives from and against any and all losses, claims, suits, damages, liabilities, costs and expenses, including attorneys' fees and court costs incurred by any of them arising out of Sponsors use of the Lancaster Museum of Art and History's Education Room and/or the performance of this Agreement. If Sponsor changes its name or requests design or text changes in signage or printed materials, the cost of such changes or new signage shall be borne by Sponsor.

XI. NATURE OF RELATIONSHIP

The parties expressly acknowledge and agree that the Sponsor is acting as an independent contractor. Each party is responsible for all taxes relating to its operation, including payroll taxes for its employees, and nothing in this Agreement is intended to create a relationship, express or implied, of employer-employee between Sponsor, the City and LMPAF. Except as expressly authorized herein, neither party may contract for or otherwise obligate the other party without the party's prior express written consent.

XII. NOTICES, STATEMENTS AND PAYMENTS

All notices, statements and payments required under this Agreement shall be sent to the parties at the following addresses:

LEARN4LIFE, INC.
44130 20th Street W.
Lancaster, California
93534 Attn: Victor
Nardiello, Area
Superintendent

CITY OF LANCASTER
44933 North Fern
Avenue Lancaster,
California 93534 Attn.:
Trolis Niebla, City
Manager

**LANCASTER MUSEUM
AND PUBLIC ART
FOUNDATION**
44933 North Fern
Avenue Lancaster,
California 93534 Attn.:
LMPAF President



All notices, statements and payments shall be deemed delivered when deposited in the United States mail postage prepaid, when hand delivered if delivered personally, when telecopied if the sender's telecopier confines transmission (with respect to notices and statements) or when wire transferred in federal funds (with respect to payments).

XIII. RENEWAL

This Agreement may be renewed by agreement of the parties. In the event the City and LMPAF have a proposal from another entity seeking to enter into a similar agreement upon expiration of this Agreement, Sponsor shall have a first right of refusal to enter into an agreement on the same or better terms as proposed by such other entity. The City and the LMPAF shall give Sponsor written notice of such offer. Sponsor shall notify the City and LMPAF of its desire to accept such terms within ten (10) days. In the absence of such notification from Sponsor, the City and LMPAF may enter into an agreement with such other entity.

XIV. WAIVERS

A waiver of any provision of this Agreement shall be enforceable only if the waiver is in writing signed by the party against whom the waiver is sought to be enforced. A failure by a party at any time to exercise any rights hereunder shall not constitute a waiver of such rights at another time.

XV. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior written or oral agreements between them with respect to the subject matter hereof.

XVI. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party.

XVII. SIGNIFICANCE OF HEADINGS

Paragraph headings contained herein are solely for the purpose of aiding the speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though paragraph headings had been omitted.

XVIII. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California. The parties hereto hereby submit to jurisdiction and venue in any state or federal court located in California as well as any other jurisdiction having venue and competent jurisdiction of any law suit arising out of or relating to this Agreement; provided, however, if any proceedings are instituted in a jurisdiction other than California, any party may remove such proceeding to any state or federal court in California.

XIX. FURTHER EXECUTION; COOPERATION

The parties agree to execute and deliver such further agreements, instruments and other documents as the other party may reasonably deem necessary to effectuate the purposes and provisions of this Agreement. The parties further agree to cooperate with each other in any manner reasonably requested by the other party to effectuate the purposes and provisions of this Agreement.

XX. COUNTERPARTS

This Agreement may be executed in counterparts and the signature page of any party, and photocopies and facsimiles thereof, may be appended to any counterpart and when so appended shall constitute an original signature.

Signatures begin on the next page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Trolis Niebla, City Manager

Dated: _____

LANCASTER MUSEUM AND PUBLIC ART FOUNDATION

By: _____
Nicole Christensen, President LMPAF

Dated: _____

Learn4Life, Inc

By: _____
Victor Nardiello, Area Superintendent

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACT SUBMISSION APPROVAL:

Department Head