

CO-SPONSORSHIP AGREEMENT
Between the
CITY OF AUSTIN and KLRU

1. FINDINGS AND STATEMENT OF PUBLIC PURPOSE

- 1.1 The **City of Austin** (City), a home-rule municipal corporation situated in Hays, Travis, and Williamson Counties, through the City of Austin Austin Convention Center, and the **Capital of Texas Public Telecommunications Council, dba KLRU-TV 18/Austin** (KLRU), a Texas non-profit corporation, wish to enter into this Co-sponsorship Agreement specifically regarding the *Austin City Limits* concert series, for the period **October 1, 2008 to September 31, 2011**.
- 1.2 The Austin Convention Center's mission is to attract conventions and meetings to the City of Austin in a manner that promotes economic and recreational interest in the City.
- 1.3 KLRU's mission is in part to promote communication critical to preserve culture, and to reflect, celebrate, and inspire Central Texans through creative excellence and community engagement.
- 1.4 KLRU has produced the award-winning *Austin City Limits* concert series (Program) since 1975—a series that reaches hundreds of millions of national and international television viewers, promotes Austin as the “Live Music Capital of the World”, and showcases music legends and new Austin talent that stimulate interest in visiting Austin. In addition to including the name of the city in its title, each episode portrays the city skyline with the indelible images of the Texas State Capitol and University of Texas Tower as a backdrop.
- 1.5 The City Manager finds that supporting the Program will benefit the public and the City, promote economic development, and diversify the economy by drawing visitors to the City of Austin generally, by drawing business to the City of Austin Convention Center specifically, and by supporting local musicians.
- 1.6 Because of the above-stated public benefit, the City Manager finds that this Co-Sponsorship Agreement for support of the *Austin City Limits* concert series between the City and KLRU serves a public purpose.

2. COMMON CO-SPONSORSHIP RESPONSIBILITIES

The City and KLRU agree to the following shared Co-Sponsorship responsibilities:

- 2.1 Each party will designate a primary contact for all matters relating to this Co-Sponsorship Agreement.
- 2.2 Each party will allow the other to utilize their seal or logo, as outlined below.
 - 2.2.1. Regarding City's use of the KLRU logo, upon request and with KLRU's prior written review and approval, City is permitted to use the *Austin City*

Limits logo in a manner consistent with the *Austin City Limits* image and KLRU legal obligations to the Public Broadcasting System (PBS).

2.2.2. Regarding KLRU's use of the City's seal or other electronic copy supplied by the City, including the Austin Convention Center logo, KLRU may use any electronic copy of the City of Austin seal and/or the Convention Center logo for display in conjunction with other co-sponsor logos in materials exclusively designed to promote the Program. KLRU must comply with the City of Austin's requirements as described immediately below and any required design specifications.

- (a) The City of Austin seal and/or the Convention Center logo shall only be used as expressly stated in this agreement to signify the City's Co-Sponsorship of the Program. KLRU may not
 - i. modify, alter, or change the words, symbols, graphics, design, or content of the City of Austin seal and/or the Convention Center logo for any reason; or
 - ii. copy, reprint, or otherwise use the City of Austin seal and/or the Convention Center logo in advertising or promotion in connection with the distribution and promotion of any other event, program, production, or film.
- (b) The City does not grant or transfer any trademark or other intellectual property rights in the seal or logo to KLRU. KLRU acknowledges the City's ownership of the seal and logo. KLRU agrees that it will do nothing inconsistent with such ownership, and that nothing in this agreement shall give KLRU any right, title, or interest in the City seal and/or the Convention Center logo.
- (c) KLRU agrees not to use the City seal and/or the Convention Center logo in connection with any matter that is or contains any content, data, work, or materials that is inaccurate, offensive, defamatory, harassing, malicious, or that would reflect adversely on the reputation or competence of the City.
- (d) At the City's request, KLRU will immediately make available, at no cost to the City, copies of KLRU's promotional material containing the City's seal or Convention Center logo.

3. CITY OF AUSTIN SPONSORSHIP RESPONSIBILITIES

The City of Austin agrees to the following responsibilities:

- 3.1 Provide KLRU with \$225,000 in funding for year one (October 1, 2008-September 31, 2009), \$225,000 in funding for year two (October 1, 2009-September 31, 2010), and \$225,000 in funding for year three (October 1, 2010-September 31, 2011), subject to annual City of Austin City Council budget approval.
- 3.2 Make the payments in 3.1 on the following funding schedule: payment for year one will be provided in full on Thursday, October 1, 2009; payment for year two will be provided in full on Friday, October 1, 2010; and payment for year three

will be provided in full on Monday, October 3, 2011. All payments are subject to annual City of Austin City Council budget approval.

- 3.3 Provide KLRU with the Austin Convention Center underwriting credit for inclusion in *Austin City Limits* episodes.

4. **KLRU SPONSORSHIP RESPONSIBILITIES**

KLRU agrees to the following responsibilities:

- 4.1 Deliver one hour of media through the series broadcast of *Austin City Limits* in over 300 media markets for 52 weeks per contract year, including 13 newly produced episodes (airing October – February) and 39 encore episodes (airing February – October).
- 4.2 Edit 15 underwriting spots into each of the 52 aired episodes of *Austin City Limits* during the term of the contract, with a DVD copy to City of each such episode, provided by April 1 of each year of this Co-Sponsorship.
- 4.3 Inclusion of the Austin Convention Center logo in printed programs distributed at 15-18 live studio tapings, with a DVD copy to City of each such program, provided by April 1 of each year of this Co-Sponsorship.
- 4.4 Supply 4 tickets to 15-18 live studio tapings per year for Austin Convention Center business development purposes, provided on an on-going basis.
- 4.5 Acknowledgement of Austin Convention Center underwriting support by producers from the stage, provided at each live studio taping.
- 4.6 Timely notice to Austin Convention Center personnel of the *Austin City Limits* Program Schedule, provided by October 1 and updated April 1 of each year of this Co-Sponsorship.
- 4.7 Provide Station Carriage report showing the markets and stations that air *Austin City Limits*, provided by October 1 and updated April 1 of each year of this Co-Sponsorship.
- 4.8 Direct website link from the *Austin City Limits* website to the Austin Convention Center website, with the Austin Convention Center logo as the linking element, provided on a year-round basis.
- 4.9 Upon request and subject to availability, KLRU will waive rental fees for City use of the *Austin City Limits* studios for Austin Convention Center business. KLRU will provide “out-of-pocket” expenses quotes for necessary services that will be provided on a cost recovery basis.
- 4.10 Upon request and upon consultation with the *Austin City Limits* photographer, City is permitted access to *Austin City Limits* photo archives for use in the Austin Convention Center.

5. GENERAL RESPONSIBILITIES

- 5.1 This agreement does not abrogate the responsibility of KLRU or their agents, employees, contractors, or volunteers to comply with federal, state, and local laws.
- 5.2 Failure to comply with the requirements of this agreement will result in the automatic revocation of the City's Co-Sponsorship of the Program but not of KLRU's or the Program's obligations to the City under this agreement.
- 5.3 This agreement is effective October 1, 2008 and remains in effect until the obligations under this agreement have been performed.
- 5.4 This agreement constitutes the entire agreement between the parties regarding the City's Co-Sponsorship of the Program. This agreement may not be modified except as agreed by the parties in writing.
- 5.5 If a term or provision of this agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this agreement remains effective.
- 5.6 Notice under this agreement shall be in writing and may be delivered by hand, by certified mail, or by common carrier. Notice by hand-delivery is deemed effective immediately, by certified mail is deemed effective three days after deposit in U.S. Post Office or in a U.S. Mail Box, and by common carrier, is deemed effective upon receipt. Notice to a party shall be addressed as follows:

CITY:
Marc Ott
City Manager
City of Austin
301 West 2nd Street, Box 1088
Austin, Texas 78767-1088

KLRU:
Bill Stotesbery
CEO,
KLRU
PO Box 7158
Austin, TX 78713

- 5.7 Venue for a dispute arising from this agreement shall be in Austin, Travis County, Texas.

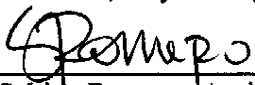
This agreement is executed by:

CITY:

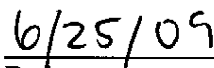
Marc Ott, City Manager

Date

Approved as to Form:



Sabine Romero, Assistant City Attorney



Date

KLRU:



Bill Stotesbery, CEO KLRU



Date