

AGREEMENT FOR NAMING RIGHTS RELATED TO FUNDRAISING EFFORTS  
BY THE GREATER ORANGE COMMUNITY ARTS THEATRE FOUNDATION

This Agreement for Naming Rights Related to Fundraising Efforts by The Greater Orange Community Arts Theatre Foundation is entered into on \_\_\_\_\_, 2020, between the City of Orange, a municipal corporation (the “City”) and The Greater Orange Community Arts Theatre Foundation, a California nonprofit corporation (“GOCAT”).

RECITALS

- A. GOCAT was formed for the purpose of supporting the arts through programs, education and facilities in the City of Orange.
- B. GOCAT seeks to fund the building of a state-of-the-art accessible Community Theater Venue that will serve the City’s youth and community by providing a community-level performing and fine arts venue, in furtherance of the purposes of GOCAT.
- C. The City values arts as an important educational and community resource and has identified vacant land at its Grijalva Park as the site of a potential Community Theater Venue.
- D. GOCAT’s intention is to solicit and accept donations to raise sufficient funds to build the Community Theater Venue.
- E. One aspect of GOCAT’s fundraising activities is to offer suitable and qualified prospective donors special recognition in the form of naming opportunities for facilities to be constructed or supported utilizing funds donated to GOCAT.
- F. In furtherance of GOCAT’s fundraising efforts, GOCAT and the City desire to establish guidelines for accepting donations for and administering the naming rights opportunities program for the Community Theater Venue.

NOW, THEREFORE, the parties agree as follows:

1. **Naming Opportunities.** To promote fundraising for the construction of the Community Theater Venue, GOCAT may offer to name specified facilities, rooms, buildings, benches, spaces, stages, seats, bricks, curtains, or other architectural or theater features (“Naming Opportunities”) in and around the proposed Community Theater Venue in honor of such donation(s).

2. **Naming Opportunities Program.** In offering Naming Opportunities, GOCAT shall follow the Naming Opportunities Program attached as Exhibit “A” and shall notify the City in writing of all donors who have applied for Naming Opportunities. The City shall either approve or disapprove a Naming Opportunity application using the provisions of Section 3 below by giving written notice to GOCAT within forty-five (45) days of receiving notice of the application. If disapproved by the City, GOCAT shall notify the donor and offer to return the donation, if one has been made. If notification is not received by GOCAT from the City within sixty (60) days, the Naming Opportunity shall be deemed approved. GOCAT shall enter into a Naming Rights Agreement with approved donors, the form of which agreement shall be approved by the City in advance.

3. **Morals Clause.** If a donor or the named honoree, either prospective or approved, commits any act, or is shown by substantial evidence to have committed any act which, in the reasonable and good faith opinion of the City or GOCAT, would disparage or impair the reputation and integrity of the City or GOCAT, including, without limitation, being charged or convicted of any felony or a crime involving moral turpitude, ethical violations, or any other act of moral turpitude, either the City or GOCAT shall have the right to (1) reject and disapprove the Naming Opportunity application for prospective donors and honorees; or (2) terminate the Naming Rights Agreement for approved applications, without liability to the donor or named honoree and, in the discretion of the City or GOCAT, without reimbursement of any donation already completed. The Naming Rights Agreement shall contain a clause to this effect, enforceable by the City and/or GOCAT.

4. **Donations and Reporting.** GOCAT agrees that all funds contributed pursuant to this Agreement, minus GOCAT's reasonable administrative expenses, shall be used to fund the construction of the Grijalva Park Gym unless otherwise agreed to in writing by the City, donor, and GOCAT. GOCAT shall, at a minimum, report semi-annually to the City Council summarizing GOCAT's efforts and the amount of funds contributed pursuant to this Agreement.

5. **Non-Discrimination.** GOCAT agrees in the course of soliciting prospective donors that it shall not discriminate against any prospective donor on the basis of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

6. **Notice and Demands.** All notices or other communications required or permitted between the City and GOCAT under this Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by telecopier and confirmed upon receipt, or (iv) sent by nationally recognized courier service (e.g., Federal Express), addressed to the parties at the addresses provided below, subject to the right of either party to designate a different address for itself by notice similarly given. Any notice given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice given by telecopier or courier service shall be deemed given upon receipt of the same by the party to whom the notice is given.

If to GOCAT:

The Greater Orange Community Arts Theatre Foundation  
c/o Cummins & White, LLP  
2424 S.E. Bristol Street, #300  
Newport Beach, CA. 92660  
(949)852-1800

If to City:

City of Orange  
300 E. Chapman Avenue  
Orange, CA. 92866  
Attn: City Manager

7. **Amendments to this Agreement.** GOCAT and the City agree to consider reasonable requests for amendments to this Agreement that may be made by any of the parties hereto. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both the City and GOCAT.

8. **Counterpart Originals; Integration.** This Agreement may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one and the same instrument. This Agreement represents the entire understanding of the parties and supersedes all negotiations, letters of intent, memoranda of understanding or previous agreements between the parties with respect to any fundraising and/or naming rights.

9. **Third Party Beneficiaries.** This Agreement shall not inure to the benefit of any third parties and shall not be construed as the City making any promises or assurances of any Naming Opportunities except as are approved in accordance with this Agreement. Any communications between GOCAT and a prospective donor for Naming Opportunities subject to review and approval by the City, shall notify the prospective donor that the Naming Opportunity is contingent upon approval by the City.

10. **Compliance with all Laws.** GOCAT shall be knowledgeable of and comply with all state and federal laws that apply to its operation.

IN WITNESS WHEREOF, City and GOCAT have executed this Agreement as of the date first written above.

THE GREATER ORANGE COMMUNITY  
ARTS THEATER FOUNDATION, a  
California nonprofit corporation

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary A. Sheatz, City Attorney

DRAFT



**EXHIBIT “A”**  
**NAMING OPPORTUNITIES PROGRAM**

Building (20 year rights? .....	\$ 20,000,000
Stage.....	5,000,000
Artist Gallery .....	5,000,000
Black Box Theater .....	5,000,000
Greenroom .....	2,500,000
Curtain.....	1,000,000
Orchestra Pit.....	1,000,000
Tech Booth.....	500,000
Costume Workshop.....	500,000
Dressing Rooms .....	500,000
Dance Room.....	250,000
Stage Right, Stage Left (each) .....	250,000
Founder’s Circle (first 25) .....	250,000
Director’s Circle .....	200,000
Artist’s Corner .....	150,000
GOCAT Angel’s Circle .....	100,000
Benefactor’s Circle (before grand opening) .....	50,000

Annual Donation Recognitions on Donor Wall and in Programs:

Gold Patrons.....	\$50,000
Silver Patrons .....	25,000
Bronze Patrons .....	10,000
Community Patrons .....	5,000
Sweet Orange Patrons .....	1,000

Seats (Orchestra).....\$5,000  
 (Adjusted by section, ranging down to \$1,000)

Bricks .....

.....\$250

Benches? .....

.....\$10,000

Other facilities and other donation levels as deemed appropriate by GOCAT