

**ADVERTISING SPONSORSHIP AGREEMENT  
BETWEEN THE CITY OF SAINT PAUL  
AND MTI DISTRIBUTING, INC**

WHEREAS, MTI DISTRIBUTING, INC. (MTI), 4830 Azelia Avenue N., Suite 100, Brooklyn Center, Minnesota 55429, a turf equipment distributor, wishes to secure an advertising space by participating in a sponsorship agreement with the City of Saint Paul (City) at Midway Stadium, 1771 energy Park drive, Saint Paul, Minnesota, 55108 on the outfield billboards; and

WHEREAS, in lieu of payment of sponsorship money, MTI has indicated its desire to provide the use of a TORO 3500D (model 30839) 68" SideWinder Rotary Mower; and

WHEREAS, the City has agreed that the benefit of the use of the equipment is fairly valued at \$6,000 per year, and that this is equal in value to the benefit of the advertising/sponsorship space;

Now, therefore, in consideration of the mutual agreements and consideration contained herein, the parties agree as follows:

1. MTI will receive a 16' high by 8' wide billboard space behind the third base bleachers at Midway Stadium for a period of one season/year, from April 15, 2011 to October 15, 2011. The sign must comply with the policies of the Division of Parks and Recreation and the applicable city ordinances. Final approval of any display is at the discretion of the City.
2. The City will receive the use of the Toro 3500D Rotary Mower for the same period of time. The City is responsible for all maintenance to the equipment during that period of time. The equipment may be used at City-owned locations other than Midway Stadium.
3. During the period of this Agreement it is understood that only City employees in the classification of Parks Worker III or Golf Course Worker III will operate the equipment for the purpose of grounds maintenance with a maximum use of 300 hours on the mower.
4. The City waives any claims for damage to persons or property caused by the operation of the equipment, except to the extent the damage would be covered by a manufacturer's warranty.

5. At the end of the Agreement term, the equipment will be returned to MTI in good condition, normal wear and tear excepted, and the City shall be responsible for any damages caused to the equipment during the term of the Agreement for whatever reason. MTI and City acknowledges the value of the equipment to be \$38,593.00. Notwithstanding the foregoing, damage caused due to manufacturing defects is not the responsibility of the City.
6. Either party may terminate the Sponsorship Agreement, with or without cause, by notifying the other party in writing and giving at least thirty days written notice of the intent to terminate. In the event of early termination by either party, no additional compensation will be sought by either party, and the return of the equipment by the City and the removal of the signage sponsoring Toro will complete the termination.

Dated this 3<sup>RD</sup> day of FEB, 2011

MTI DISTRIBUTING, INC.

CITY OF SAINT PAUL

Shane Andrews

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Finance Director

By its: Business Manager  
SHANE ANDREWS

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Director of Parks and Recreation

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Approved as to Form  
Assistant City Attorney