



Tahoe City Public Utility District Parks & Recreation Sponsorship and Advertisement Terms & Policies

1) Sponsorship and advertising opportunities are extended to any individual, local, national or international business, non-profit agency and government agency that have or wish to support the Tahoe City Public Utility District (District) and have a presence in Tahoe City. Individuals and organizations whose primary business or desired advertising content involves the following activities or messages are ineligible for sponsorship and advertising opportunities with the District:

- a. Promotion of the sale or consumption of alcoholic beverages and tobacco products.
- b. Promotion of gambling or illegal drugs.
- c. Promotion of the sale or use of firearms or other weapons.
- d. Depiction or characterizations which suggest nudity, profanity, obscenity or lewdness.
- e. Commentary or advocacy of a social, religious or political nature.
- f. Promotion of services or programs that are already offered by the District.

Sponsorship and advertising are for advertising mediums that are solely non-public forums and specifically are not to be considered opportunities for discussion or interchange of ideas on public issues. Subject to the District's rules, regulations, and policies, including this Sponsorship and Advertising Terms & Policies, contracts for sponsorships and advertising will be entered into on a first-come, first-serve basis.

2) The District reserves the right to make final determinations for acceptance of all sponsorship and advertising contracts.

3) The District reserves the right to revise, reject or omit any advertisement at any time without notice. Any camera-ready material submitted that does not conform to publishing requirements will be modified, enlarged, reduced, or floated at the discretion of the District's staff. The District shall not be responsible for damages if an advertisement changes or fails to be published for any reason.

4) The District reserves the right to determine and/or change the placement of advertisements without notice.

5) Sponsors, advertisers, and their advertising agencies are liable for all content of advertisements, including, without limitation, copy, representation, and illustrations.

6) The sponsors, advertisers, and their agencies, each represent that they are fully authorized and licensed to use:

- a. The names, portraits, and/or pictures of living persons in their advertisements;
- b. Any copyrighted or trademarked materials;

c. Any testimonials contained in any advertisement submitted by or on behalf of the sponsor or advertiser and published in any of the District's publications or social media outlets on behalf of the District, and that such advertisement is neither libelous or defamatory, an invasion of privacy, or otherwise unlawful to any third party.

7) No conditions printed or otherwise, appearing on contracts, orders or copy instructions, which conflict with the District rules, regulations, and policies will be binding on the District or its agents.

8) The District shall not be responsible for any damages caused by acts of God, fires, strikes, accidents, or other occurrences beyond the control of the publisher or the District.

9) The sponsor, advertiser and their agencies are responsible and liable for the form and content of the Sponsorships and advertisements and each agrees to defend, indemnify and hold harmless the District, its officials, officers, employees and agents (collectively District), from and against, any and all claims, suits, actions, damages, losses, expenses, fees of every kind and nature arising from or related to the Sponsorship contract, including, without limitation, those arising from or related to the form and content of advertising materials and copying, text, representations, illustrations, photographs, printing, or publishing of any such advertisement regardless of whether the District approved such advertisement.

10) The District is not liable for delays in delivery, and/or non-delivery in the event of an act of god, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot explosion, embargo, strikes (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the District affecting production or delivery in any manner of the Sponsorship or advertising.

11) Sponsor's failure to fulfill contract terms will result in additional charges equal to the full contract fee.

12) The District will not return any items submitted for Sponsorship or advertising.

13) Payments are due on or before the agreed date between the sponsor or advertiser and the District. Failure to make timely payment may void the Application and Contract.

14) The District reserves the right to revise Sponsorship rates. However, new rates will not affect existing signed and written Sponsorship contracts. All Sponsorships placed without a signed contract are subject to rates that apply at the time of publication.