

RESOLUTION #16-117

RESOLUTION AUTHORIZING EXECUTION OF SPONSORSHIP AGREEMENT WITH TDBANK, N.A. FOR COMMUNITY EVENTS

WHEREAS, TD Bank, N.A. has agreed to provide to the City of Woodbury a \$3,500 Grant to sponsor the Fall Festival Parade, the Memorial Day Candles Lighting Vigil and the Fourth of July Fireworks events during the period 8/1/2016 through 7/31/2017; and

WHEREAS, sponsorship of community events by businesses located within the City provides an economic benefit to the City and promotes the health, safety and welfare of the citizens and visitors to the City of Woodbury; and

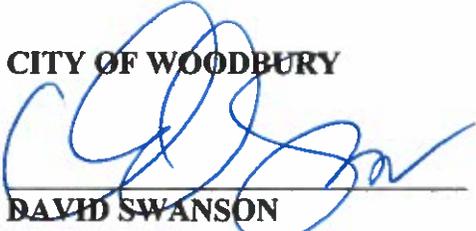
WHEREAS, the City of Woodbury and TD Bank, N.A. wish to enter into the attached "TD Bank, N.A. Event Sponsorship Terms and Conditions Agreement" to enable the community events sponsorship by TD Bank, N.A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Woodbury that the Mayor and/or Administrator are hereby authorized to execute the attached agreement.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on July 26, 2016.

CITY OF WOODBURY

By:



DAVID SWANSON

President Pro Tempore of Council

ATTEST:



Roy A. Duffield, City Clerk

TD BANK, N.A. EVENT SPONSORSHIP TERMS AND CONDITIONS

The following terms and conditions apply to TD Bank, N.A.'s (TD Bank) sponsorship of the undersigned's event, 2016-2017 Year Long Partnership (the "Event") scheduled on or about 08/01/2016 to 07/31/2017 (subject to rescheduling). These terms and conditions (the "Agreement") are intended by the parties to supplement any other oral or written agreement between the parties concerning the price or benefits associated with TD Bank's sponsorship of the Event but supersede any other conflicting terms as to the subject matter set forth below. This Agreement may not be modified, amended, extended, or superseded in any way except by a writing signed by both parties.

1. **Nondiscrimination.** TD Bank's commitment to diversity includes how it contributes to its communities so that projects, programs and activities funded by TD Bank must be consistent with this commitment. Specifically, TD Bank prohibits discrimination based on race, color, religion, sex, age, national or ethnic origin, marital or domestic partnership or civil union status, affectional or sexual orientation, disability, veteran status, gender identity and/or expression, or any other characteristic protected under federal, state or local law. Accordingly, as a condition of TD Bank's agreement to sponsor the undersigned's Event, the undersigned represents that it complies with TD Bank's nondiscrimination policy with regard to its employees and members or other persons served by the undersigned and will provide a copy of its nondiscrimination policy upon request.

2. **Trademarks.** Except as set forth below, neither TD Bank nor the undersigned will use the name, trade name, logo, service mark or trademarks (the "Marks") of the other party (or of TD Bank's affiliate The Toronto-Dominion Bank whose Marks are licensed to TD Bank and embedded in TD Bank's Marks) for any purpose without the prior written consent of the other party. Each party may use the other party's Marks solely as necessary to promote the above-described Event, however, each agrees to comply with any Marks usage standards provided to it by the other party, to submit all instances of any use of the Marks to the other party for approval in advance of any disclosure to third parties and after an instance has been approved by a party, to not depart there from in any material respect without further approval. Requests for approvals will be responded to promptly and such approvals will not be unreasonably withheld. Each party recognizes the great value of the goodwill associated with the other's Marks and acknowledges that the goodwill attached thereto belongs to the other party (and, with regard to the TD Bank Marks, to its affiliate The Toronto-Dominion Bank). All ownership rights in the Marks will remain vested in the originating party and any intellectual property rights in and to the Marks that may accrue to the other party will inure to the benefit of the originating party and will be assigned to it upon its request. Neither party will at any time do or knowingly permit to be done any act or thing that would in any way impair the rights of the originating party, that would affect the validity of the Marks or any part thereof, or that would depreciate the value of the Marks or any part thereof. The limited rights granted in this paragraph will be terminated upon any expiration or termination of this Agreement.

3. In the event the undersigned provides for an outbound web-link (a "Link") from any undersigned website (the "Linking Page") to a TD Bank website (the "Destination Page"), the Link shall be presented on the Linking Page solely in the form of the applicable TD Bank name, or a graphic image of the TD Bank logo as supplied by TD Bank, encoded with hypertext markup language establishing a functioning link to the Destination Page. Any TD Bank logo shall be presented without alteration by the undersigned, in accordance with TD Bank's standards for logo usage as they may be amended. Furthermore:
 - i. TD Bank shall be notified by the undersigned immediately of any changes or alterations to the Linking Page;
 - ii. the undersigned will not, without TD Bank's prior written consent, post or display, on the Linking Page operator any price, commission, fee, rate or other detailed information with respect to any TD Bank product or service;
 - iii. no charge or other monetary compensation shall be due from either party to the other in connection with the Link;
 - iv. the Linking Page shall not contain any illegal or illicit content, content that could reasonably be deemed offensive or objectionable, or hypertext link or make any other reference or connection directly to any web page or other internet site containing any such illegal, illicit, offensive or objectionable content. Without limitation of the foregoing, the parties agree that the following shall be deemed offensive or objectionable for purposes of this Agreement: (a) content that is pornographic, lewd, salacious or obscene; and, (b) content constituting or promoting any form of gambling or game of chance;
 - v. the undersigned shall permit and provide TD Bank with free access to the Linking Page, and any other internet web pages to which the Linking Page directly links or connects;
 - vi. Upon reasonable prior notice from TD Bank, the undersigned shall permit TD Bank and its designees to conduct security and external vulnerability testing of the Linking page provided that such testing is conducted with due care in a workmanlike and non-destructive manner. The undersigned operator shall cooperate with such testing by, among other things, providing TD Bank and its designees with any and all information and documents requested and reasonably needed for purposes of preparing for, conducting or facilitating such testing; and

vii. the undersigned operator will, on not less than a monthly basis, communicate to TD Bank all complaints, and all claims by persons relating in any way to the Linking page and/or the Link.

4. Promotion of Event. The undersigned warrants that it will comply with all federal, state, provincial, and local laws, rules, and regulations applicable to sending commercial electronic messages (e.g., e-mails) and conducting telemarketing and mass facsimile campaigns, including the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003, the Telephone Consumer Protection Act, the Telemarketing Sales Rule, the Junk Fax Protection Act of 2005, and, as applicable, Canada's Anti-Spam Law. The undersigned will not refer to TD, or TD's products or services to promote the Event, without TD's prior written consent. The word "promote" in all its forms used herein means advertising via any mode of communication, including broadcast media, print, posters, billboards, U.S. mail, fax, text, e-mail, web site postings, social media messages, calls by live operators, and calls with the use of pre-recorded and/or automatic voice.
5. Mutual Indemnification. The undersigned and TD Bank agree to defend, indemnify and hold the other, its officers, employees, successors, and assigns harmless from any third party claim, suit, expense, or judgment or threat thereof, including attorneys' fees and costs, arising out of the breach of this Agreement by, or any negligence or willful misconduct of, the indemnifying party, its employees, staff, agents and/or such indemnifying party's third party contractor. The undersigned and TD Bank agree to promptly notify the other upon receipt of notice of a possible claim, suit, or other action for which a request for indemnification shall be made. The parties shall cooperate in the defense and settlement of any such matter. The terms of this provision shall survive the termination of this Agreement as to any claims which may be made after its termination, but by reason of events alleged to have occurred prior to its termination.
6. Confidentiality. It is agreed and understood that the terms of this Agreement are confidential and therefore not to be made available to any third party without the written consent of the non-disclosing party except for confidential disclosure to a party's affiliates, agents or consultants or as required by law.
7. Termination for Cause. Either party may terminate this Agreement by providing written notice effective immediately following a material breach of this Agreement by the other party which is not cured to the reasonable satisfaction of the aggrieved party within thirty (30) days of its provision of written notice of the breach to the other party.
8. Insurance. The undersigned agrees to carry liability insurance with limits of at least \$1,000,000 to cover any liability accruing under this Agreement, which policy shall name TD Bank, N.A. as an additional insured. A Certificate of Insurance shall be provided to TD Bank.
9. Audit. The undersigned will cooperate fully with TD Bank and/or its designee in connection with TD Bank's audit functions and with regard to examinations by regulatory authorities.
10. Notice. Any notice or insurance certificate required or permitted hereunder shall be deemed to have been sufficiently given if in writing and delivered personally, by confirmed facsimile transmission or overnight courier, or sent by certified mail, postage prepaid, return receipt requested to the address of a party listed below.
11. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Maine without regard to principles of conflict of law and the parties agree to the exclusive jurisdiction of the state and federal courts of the State of Maine.

WHEREFORE the parties, through their duly authorized representatives, have executed this Agreement as of the date last set forth below.

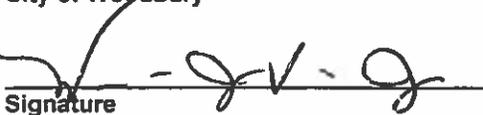
TD Bank, N.A.



Signature

Printed name: Heather Quinn
Title: VP, U.S. Field Marketing Strategy
Date: 07/19/2016
Address: TD Bank, N.A.
12000 Horizon Way
Mount Laurel, NJ 08054

City of Woodbury



Signature

Printed name: William Volk
Title: Mayor
Date: 8/9/2016
Address: 33 Delaware Street
Woodbury, NJ 08062