



City of Santa Ana
Special Event Sponsorship

Donation Request Form

City Manager's Office – M-31
 20 Civic Center Plaza
 P.O. Box 1988
 Santa Ana, CA 92702
 (714) 647-5200

Organization Information

Organization Name: (Fiscal Sponsor)			
Organization Address:			
Is this organization a 501(c)(3):	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Tax-ID #:
Contact Name:		Title:	
Neighborhood Association (if any)			
Contact Address:			
Contact Phone:		Fax:	Contact Email:

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:	Mayor/Councilmember:	Please Choose From the List Below
Direct Payment Amount Requested:	\$	Event Date:	Event Time:	
Event Location: <i>Address, City, State, Zip</i>				
Description of Event / Purpose:				
Community Benefit:				
<i>By signing, I have read and agree to be bound by the terms and conditions included on the reverse side of this Donation Request Form.</i>				
Applicant Signature:		Date:		

Return completed form via:

Mail: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
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CITY USE ONLY

Pre-Approved by Councilmember:	<input type="checkbox"/> YES <input type="checkbox"/> NO	Pre-Approval Date:	
City Manager Signature:		Approved Amount:	
Date:		DPV #:	

TERMS AND CONDITIONS

Use of Funds. The City has chosen to provide Recipient with funds as noted on the Donation Request Form for an event to be held in the community because the City has determined that there is a public purpose to be served in supporting the Community Benefit (“Agreement”). In executing this Agreement and receiving the funds, Recipient agrees to use the funds only for the purpose described and subject to the terms and conditions provided for in this Agreement. Should Recipient fail to use the funds for such purpose or otherwise comply fully with the terms of this Agreement, City shall have the right to terminate this Agreement and demand the return of the funds pursuant to Section 3.2 below.

Term; Termination of Agreement. This Agreement shall take effect on the date first above written and remain in effect through Recipient’s full expenditure of the funds. The City has the right to terminate this Agreement upon one day’s notice, with or without cause. Should the City terminate this Agreement, it shall also have the right to demand the immediate return of all funds provided to Recipient pursuant to this Agreement, as well as interest at the rate of ten percent (10%) per annum. Notwithstanding the foregoing, the indemnification provisions of this Agreement shall survive any expiration or termination of this Agreement.

Waivers, Insurance or Other Obligations. For purposes of the City's protection, if the City determines that the funds will be used for a purpose which may cause a significant risk of injury, the City may, in its sole discretion, require Recipient to provide certain insurance and participant waiver/release protections. This right shall be on-going and may be implemented by the City at any time, and all insurance and waiver/release forms shall be provided on forms, in amounts and with provisions acceptable to City.

No Oversight by City. Nothing in this Agreement shall be implied or interpreted as City establishing or providing oversight, control or approval of the Community Benefit or any activities conducted by the Recipient.

Indemnification. Recipient understands, acknowledges and agrees that Recipient shall assume all risks associated with the Community Benefit, including, but not limited to, the possibility of death or serious trauma or injury. To this end, therefore, Recipient shall defend, indemnify and hold City and its officials, officers, employees, agents and volunteers free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any and all acts, omissions, willful misconduct or other activities of the Recipient or its officials, officers, employees, agents, guests, participants attendees, and contractors, including the performance of the Community Benefit or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. The only exception to the Recipient's obligations hereunder shall be for claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries caused by the sole negligence, sole willful misconduct or sole active negligence of the City. Recipient shall defend, at Recipient's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers. Recipient shall pay and satisfy any judgment, award or decree that may be rendered against the City or its officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Recipient shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Recipient's obligation to indemnify shall not be restricted or limited by insurance proceeds, if any, received by the City, its officials, officers, employers, agents or volunteers. The indemnification provisions of this Agreement shall survive any expiration or termination of this Agreement.

Entire Contract/Modification. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. The terms and conditions of this Agreement may be altered, modified or amended only by written agreement signed by both Parties.

Authority to Enter Agreement. The person executing on behalf of Recipient represents and warrants that the Recipient has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement bind each respective Party.