



**Southwest Airlines**  
**Chinese New Year Festival and Parade**

**Chinese Chamber of Commerce**  
730 Sacramento Street, San Francisco, CA 94108  
(415) 982-3000

Honorable Mayor Breed,

It is such an honor that you are interested to sponsor a float in our 2020 Chinese New Year Parade. This annual celebration of the Chinese New Year is the biggest outside of Asia. Between attendees to the parade and television viewership, millions of people have enjoyed this treasured San Francisco Tradition.

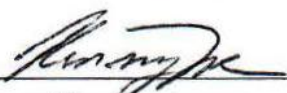
The cost to produce the CNY Parade pales in comparison to the budget you oversee for our wonderful diverse City. Nevertheless, it is a huge expense for Chinese Chamber of Commerce to bear in order to produce such a well-received event. Your generous sponsorship of \$20,000.00 will aid us to continue showcasing this beloved parade.

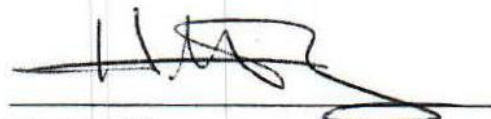
It was a pleasure conversing with Jesse Mainardi (Mainardi Law) and Marjan Philhour (Senior Advisor) to discuss the logistics of your sponsorship. We believe their opinion was that the sponsorship complies with all campaign and ethical rules and regulations and that the sponsorship will not jeopardize our status as a non-profit organization.

Enclosed is the agreement between you and the Chinese Chamber of Commerce of San Francisco. Please sign and return.

Truly appreciate your cooperation and thank you for making our event a celebration of the Chinese New Year.

Sincerely,

  
Kenny Tse  
Chinese Chamber Board President

  
Harlan Wong  
CNY Festival & Parade Director

*This event is sponsored in part by the San Francisco Hotel Tax Fund.*

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is entered into by and between the Chinese Chamber of Commerce of San Francisco ("Chamber") and Mayor London Breed ("Sponsor") with regards to sponsorship opportunities with the 2020 Chinese New Year Festival and Parade ("Parade").

**1. Term.** This Agreement shall commence on the date it is signed and will terminate on the date of the Chinese New Year Parade on February 8, 2020 at 11:59 pm. PST.

**2. Sponsorship Fee.**

- a. The Sponsor agrees to pay to the Chamber the amount of \$20,000.00 as the Sponsorship Fee.
- b. The funding and payment of the Sponsorship Fee shall comply with San Francisco Administrative Code, Chapter 12G "Prohibition of use of Public Funds for Political Activity by Recipients of City Contracts, Grants and Loans" and all other applicable campaign and ethical laws and regulations
- c. The Sponsor recognizes that the Chamber is a recipient of City Grants from the Grants for the Arts and is a non-profit organization.
- d. The Sponsorship Fee shall be made payable to: Chinese Chamber of Commerce of San Francisco, 730 Sacramento Street, San Francisco, CA 94108. The Sponsorship Fee is due no later than December 31, 2019.

**3. Sponsorship Level.** The Sponsor's Sponsorship Level shall be the 2020 Parade Float Sponsor.

**4. Sponsorship Privileges.** The Sponsor shall be entitled to the Sponsorship Privileges as outlined in Exhibit A, which is attached to this Agreement.

**5. Sponsorship Restrictions.** During the Festival and Parade, the Sponsor and its participants shall not: (a) take any action that may negatively impact the credibility, goodwill, or integrity of the Festival or Parade; (b) promote or oppose any political activity, agenda, or official; (c) publish or distribute items along the Parade route; (d) consume any alcoholic beverages; and (e) have any pets in the Parade. The Chamber, in its sole discretion, shall determine the appropriateness of any sponsorship activity related to the Festival and Parade.

**6. Sponsor Trademarks and Materials.** If applicable and subject to the terms and conditions of this Agreement, the Sponsor grants the Chamber the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with the Parade. The Chamber agrees to use these materials according to Sponsor's trademark usage guidelines.



**7. Insurance, Indemnity, Limitation of Liability and Media Broadcast.**

- a. *Insurance.* The Sponsor represents and warrants that it has obtained and will maintain adequate insurance coverage as customary for its business operations. The Sponsor shall name the Chinese Chamber of Commerce of San Francisco, the Chinese New Year Festival and Parade, and its directors, officers, employees, agents, and volunteers, as additional insureds to the Sponsor's insurance coverage related to the Parade and shall provide the Sponsor with appropriate certificate(s) of insurance as evidence thereof.
- b. *Indemnity.* The Sponsor and its participants shall INDEMNIFY, SAVE AND HOLD HARMLESS the Chinese Chamber of Commerce of San Francisco, the Chinese New Year Festival and Parade, and its directors, officers, employees, agents, and volunteers, from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to persons or damages to property or any other injury, claim, damage, loss, cost, or expense arising from Sponsor's and its participants' operations.
- c. *Media Broadcast.* The Sponsor understands that the Parade may be broadcast on live television and is subject to factors outside of Chamber's control. The Sponsor agrees to hold the Chamber harmless for omissions or editing mistakes that may be caused by any form of media not under the sole and direct control of the Chamber.

**8. Termination.**

- a. The Chamber may terminate this Agreement at any time for any reason. In the event that the Chamber terminates this Agreement for any reason other than Sponsor's breach of the Agreement, the Chamber shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense.
- b. The Sponsor may terminate this Agreement for breach of the Agreement by the Chamber after giving Chamber at least ten (10) business days prior written notice specifying the nature of the breach and giving the Chamber at least ten (10) business days to resolve such breach. If the alleged breach occurs less than ten (10) business days before the Chinese New Year Parade, Sponsor may terminate this Agreement if such breach is not resolved by the date of the Parade.
- c. If the Festival or Parade is cancelled due to weather or other factors not under the direct control of the Chamber, the Sponsorship Fee shall not be refundable and shall be treated as a contribution or donation to the Chamber, unless the Chamber, in its sole direction, elects to provide a full or partial credit for any future sponsorships.
- d. If a party is unable to perform any or all of its obligations due to an act of God, inevitable accident, fire, lockout, strike, or other labor dispute, riot or civil commotion, acts of terrorism or war, or act of government instrumentality, then such inability to perform will not be a breach of this Agreement.

**9. Notices.** All notices and other communications related to this Agreement shall be in writing and sent to:

Chamber: Chinese Chamber of Commerce of San Francisco  
Attn: Harlan Wong  
730 Sacramento Street  
San Francisco, CA 94108  
(415) 982-3000  
[harlan.wong@chineseparade.com](mailto:harlan.wong@chineseparade.com)

Sponsor: Mayor London Breed  
City Hall, Room 200  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

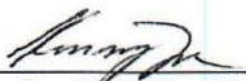
**10. Miscellaneous.**

- a. This Agreement supersedes any or all prior oral or written forms of understanding between the Chamber and the Sponsor. This Agreement can only be amended by written instruments signed by both parties.
- b. This Agreement shall be governed and interpreted by the laws of the State of California.
- c. Both parties agree that any claim or dispute related to this Agreement or Parade shall be settled by mandatory and binding arbitration. Both parties hereby waive any rights to jury or bench trial.

In witness whereof, the Chamber and the Sponsor hereby agree to enter into this Agreement by affixing their respective signatures below.

**ACCEPTED BY:**

**Chinese Chamber of Commerce of San Francisco ("Chamber")**

  
\_\_\_\_\_  
Kenny Tse, Board President

12/10/19  
Date

  
\_\_\_\_\_  
Harlan Wong, CNY Festival & Parade Director

12/10/19  
Date

**Mayor London Breed ("Sponsor")**

\_\_\_\_\_  
Mayor London Breed, individually

\_\_\_\_\_  
Date



## **EXHIBIT A**

### **Sponsorship Privileges for Mayor London Breed**

- 1) A custom-built float with signage on both sides to acknowledge that it is the Mayor's float
- 2) Maximum of 10 VIPs riding on the float
- 3) Maximum of 20 of the Mayor's contingent to follow behind the float. For safety reasons, no one is allowed to walk next to the float.
- 4) The Mayor's Float will be acknowledged on-air during the KTVU Fox2 and KTVU Plus Parade broadcast. Please provide a TV script for the TV announcers by December 31, 2019.
- 5) 10 VIP seats in the Parade telecast zone on February 8, 2020.
- 6) A link to feature the Mayor at the Chinese New Year Website: [www.chineseparade.com](http://www.chineseparade.com)

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is entered into by and between the Chinese Chamber of Commerce of San Francisco ("Chamber") and the San Francisco - Shanghai Sister City Committee ("Sponsor") with regards to sponsorship opportunities with the 2020 Chinese New Year Festival and Parade ("Parade").

**1. Term.** This Agreement shall commence on the date it is signed and will terminate on the date of the Chinese New Year Parade on February 8, 2020 at 11:59 pm. PST.

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**7. Insurance, Indemnity, Limitation of Liability and Media Broadcast.**

- a. *Insurance.* The **Sponsor** represents and warrants that it has obtained and will maintain adequate insurance coverage as customary for its business operations. The Sponsor shall name the Chinese Chamber of Commerce of San Francisco, the Chinese New Year Festival and Parade, and its directors, officers, employees, agents, and volunteers, as additional insureds to the Sponsor's insurance coverage related to the Parade and shall provide the Chamber with appropriate certificate(s) of insurance as evidence thereof.
- b. *Indemnity.* The Sponsor and its participants shall INDEMNIFY, SAVE AND HOLD HARMLESS the Chinese Chamber of Commerce of San Francisco, the Chinese New Year Festival and Parade, and its directors, officers, employees, agents, and volunteers, from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to persons or damages to property or any other injury, claim, damage, loss, cost, or expense arising from Sponsor's and its participants' operations.
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[harlan.wong@chineseaparade.com](mailto:harlan.wong@chineseaparade.com)

Sponsor: San Francisco - Shanghai Sister City Committee  
Attn: \_\_\_\_\_  
809 Sacramento Street  
San Francisco, CA 94108  
(415) 321-5881  
\_\_\_\_\_

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\_\_\_\_\_  
Kenny Tse, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harlan Wong, CNY Festival & Parade Director

\_\_\_\_\_  
Date

**San Francisco - Shanghai Sister City Committee ("Sponsor")**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date



Print Title: \_\_\_\_\_

**EXHIBIT A**  
**Sponsorship Privileges**  
**for**  
**San Francisco - Shanghai Sister City Committee**

- 1) A custom-built float with signage on both sides to acknowledge that it is the San Francisco - Shanghai Sister City Committee Float
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\_\_\_\_\_  
Kenny Tse, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harlan Wong, CNY Festival & Parade Director

\_\_\_\_\_  
Date

**San Francisco - Shanghai Sister City Committee ("Sponsor")**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

Print Title: \_\_\_\_\_

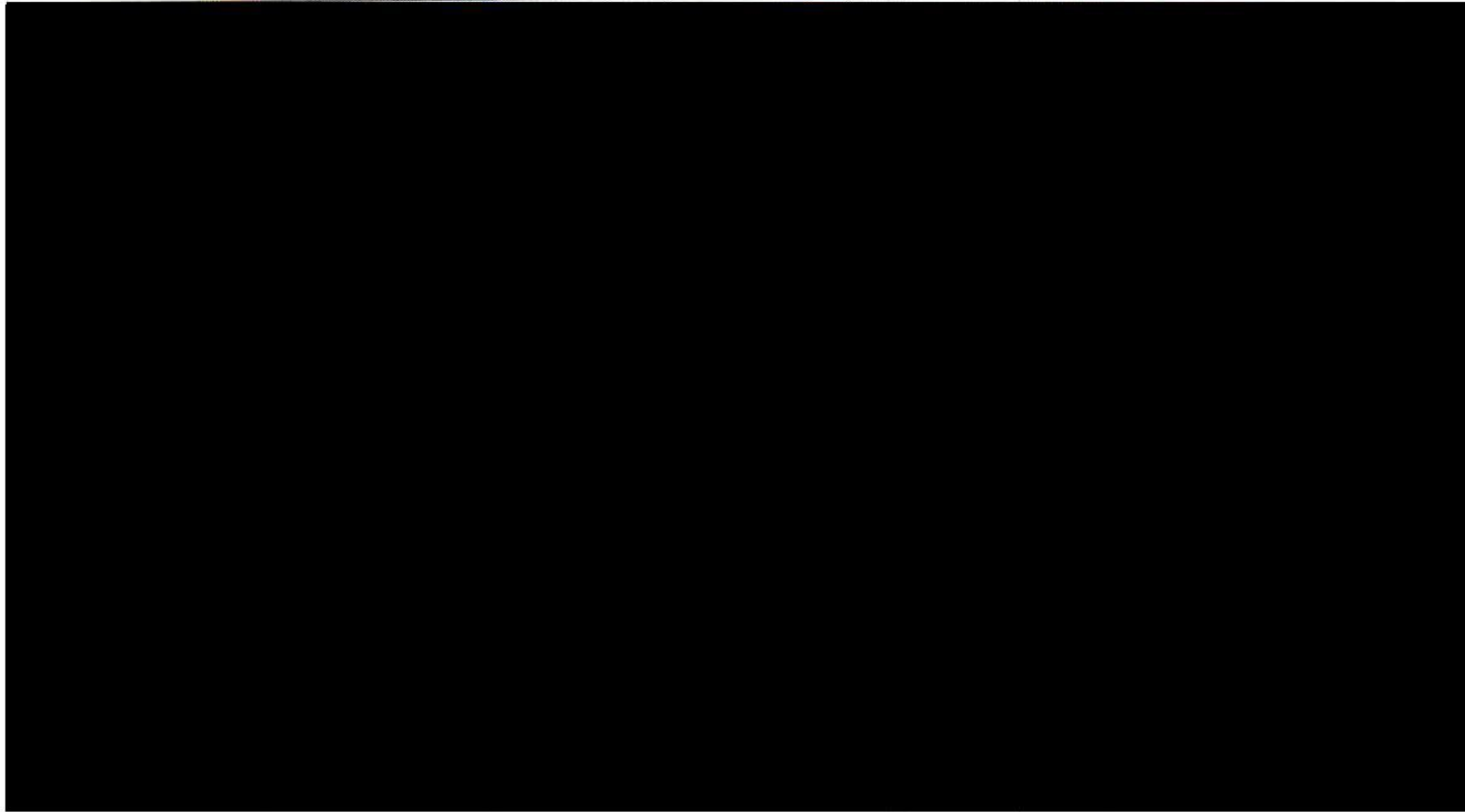


**EXHIBIT A**  
**Sponsorship Privileges**  
**for**  
**San Francisco - Shanghai Sister City Committee**

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- 6) A link to feature the San Francisco - Shanghai Sister City Committee at the Chinese New Year Website: [www.chineseparade.com](http://www.chineseparade.com)



Hank Heckel



----- Forwarded message -----

From: **Jaidin Consulting** <consult@jaidin.net>

Date: Wed, Dec 11, 2019 at 1:19 PM

Subject: Mayor Breed Float 2020

To: [Redacted]

Cc: Mason London [Redacted], Harlen Wong Street Fair <hnrwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>

Hi Mason and Marjan,

Attached please find a letter and sponsor agreement to Mayor London Breed from the San Francisco Chinese Chamber of Commerce for your review. If acceptable, please execute and return to us.

Thanks,

Walter





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 **Mayor London Breed, Float Letter & Agreement 2020.pdf**  
3301K

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**Mason Lee** [REDACTED]

Fri, Dec 13, 2019 at 3:21 PM

To: Jaidin Consulting <consult@jaidin.net>

Cc: Marjan Philhour [REDACTED], Harlan Wong Street Fair <hnwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel [REDACTED], Jesse Mainardi <jesse@mainardi.law>, Maggie Muir <maggie@maggiemuir.com>

Walter and Harlan,

Can you amend and re-direct the contract to the San Francisco- Shanghai Sister City Committee for signature? I understand Hank and Frank already spoke about this.

Thank you!

Mason

[Quoted text hidden]

---

**Jaidin Consulting** <consult@jaidin.net>

Fri, Dec 20, 2019 at 2:17 PM

To: Mason Lee [REDACTED]

Cc: Marjan Philhour [REDACTED], Harlan Wong Street Fair <hnwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel [REDACTED], Jesse Mainardi <jesse@mainardi.law>, Maggie Muir <maggie@maggiemuir.com>

Hi Mason,

Please find attached the draft sponsorship agreement with the San Francisco - Shanghai Sister Committee. Please circulate it for review and approval.

Harlan Wong, the CNY Parade Director, will be the main contact. He can be reached at (415) 982-3000 and harlan.wong@chineseparade.com.

Can you provide the main contact information for the Shanghai Sister Committee?

Thank you for your help and Happy Holidays!

Walter

[Quoted text hidden]

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 **San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft1).docx**  
21K

**From:** Jaidin Consulting <consult@jaidin.net>

**Sent:** Friday, December 20, 2019 2:17:46 PM

**To:** Mason Lee

**Cc:** Marjan Philhour; Harlen Wong Street Fair; Jaidin Consulting Group; Hank Heckel; Jesse Mainardi; Maggie Muir

**Subject:** Re: Mayor Breed Float 2020

[Quoted text hidden]

**Mason Lee** [REDACTED]

Fri, Dec 20, 2019 at 5:05 PM

To: Jaidin Consulting <consult@jaidin.net>

Cc: Marjan Philhour [REDACTED] Harlen Wong Street Fair <hnrwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel [REDACTED] Jesse Mainardi <jesse@mainardi.law>, Maggie Muir <maggie@maggiemuir.com>

Walter- Can you kindly remove Mayor Breed's name from bottom of the agreement?


Quick question - when is the check due by for our information?

On Dec 20, 2019, at 14:17, Jaidin Consulting <consult@jaidin.net> wrote:

[Quoted text hidden]

<San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft1).docx>

[Quoted text hidden]



**Jaidin Consulting** <consult@jaidin.net>

Fri, Dec 20, 2019 at 6:00 PM

To: Mason Lee [REDACTED]  
Cc: Marjan Philhour [REDACTED], Harlen Wong Street Fair <hnwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel [REDACTED], Jesse Mainardi <jesse@mainardi.law>, Maggie Muir <maggie@maggiemuir.com>

Will do,

Mason Lee [REDACTED] 于 2019年12月21日周六 上午9:05写道:

[Quoted text hidden]

---

**Jesse Mainardi** <jesse@mainardi.law>

Sun, Dec 22, 2019 at 1:46 PM

To: Jaidin Consulting <consult@jaidin.net>, Mason Lee [REDACTED]  
Cc: Marjan Philhour [REDACTED], Harlen Wong Street Fair <hnwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel [REDACTED], Maggie Muir <maggie@maggiemuir.com>

Please remove the reference to Mayor Breed from Exhibit A as well.

To be clear, I do not represent the Shanghai Sister City Committee, so you will need to clear with that committee.

Jesse Mainardi

MAINARDI LAW

315 Montgomery Street, 9th Floor


San Francisco, CA 94104

[REDACTED]  
jesse@mainardi.law

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CONFIDENTIALITY NOTICE: This email (which includes the message and any attachments) contains information that may be confidential, privileged, and/or exempt from disclosure for other reasons. Unless you are the intended recipient, you may not use, copy, or disclose any portion of the information contained in this email to anyone. If you have received this email in error, please advise the sender immediately by reply email and delete this email and any copies of it. Nothing in this email should be interpreted as a digital or electronic signature that can be used to authenticate a contract or other legal document.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S.





federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

---

**From:** Jaidin Consulting <consult@jaidin.net>

**Date:** Friday, December 20, 2019 at 6:01 PM

**To:** Mason Lee [REDACTED]

**Cc:** Marjan Philhour [REDACTED] Harlen Wong Street Fair  
<hnwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel  
[REDACTED] Jesse Mainardi <jesse@mainardi.law>, Maggie Muir  
<maggie@maggiemuir.com>

**Subject:** Re: Mayor Breed Float 2020

Will do,

[Quoted text hidden]



Mason Lee [REDACTED]

**SF- Shanghai Float**

7 messages

**Harlan Wong** <harlan.wong@chinese-parade.com>  
To: Mason London [REDACTED]

Mon, Jan 27, 2020 at 4:26 PM

Hi Mason,

Per our conversation, please submit a brief description of the float and a 30' TV script for the announcer to acknowledge/describe the float.

Thanks,  
Harlan

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**Harlan Wong** <harlan.wong@chinese-parade.com>  
To: Mason London [REDACTED]

Thu, Jan 30, 2020 at 11:22 PM

Hi Mason,

A reminder that I will need the description of the float and a 30' TV script ASAP. If I don't get it by tomorrow, there will be no description for the float in the booklet and no acknowledgement during telecast. I have attached an example for your reference.

**Harlan**

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[Quoted text hidden]

**Float Description & TV Script, ICBC 2020.docx**  
13K**Harlan Wong** <harlan.wong@chinese-parade.com>  
To: Mason London [REDACTED]  
Cc: Sheri Bernstein [REDACTED], Kevin Ho <kho@ktsftv.com>, Luciana Ng <luciana.ng@chinese-parade.com>

Fri, Jan 31, 2020 at 9:47 AM

Hi Mason,



2/24/2020

Gmail - SF- Shanghai Float

TV really needs the TV script ASAP.

Harlan

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[Quoted text hidden]

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**Sheri Bernstein** [REDACTED] Fri, Jan 31, 2020 at 7:08 PM  
To: Harlan Wong <harlan.wong@chinese-parade.com>  
Cc: Mason London [REDACTED], Kevin Ho <kho@ktsftv.com>, Luciana Ng <luciana.ng@chinese-parade.com>

Hi Mason.  
Do you have any information for us about the float?

Sheri  
[Quoted text hidden]

---

**Sheri Bernstein** [REDACTED] Sun, Feb 2, 2020 at 11:05 AM  
To: Harlan Wong <harlan.wong@chinese-parade.com>  
Cc: Mason London [REDACTED], Kevin Ho <kho@ktsftv.com>, Luciana Ng <luciana.ng@chinese-parade.com>

Do we have any copy points for this float?

Thank you,  
Sheri

Sent from my iPhone  
[Quoted text hidden]

---

**Mason Lee** [REDACTED] Sun, Feb 2, 2020 at 11:20 AM  
To: Sheri Bernstein [REDACTED]  
Cc: Harlan Wong <harlan.wong@chinese-parade.com>, Kevin Ho <kho@ktsftv.com>, Luciana Ng <luciana.ng@chinese-parade.com>

Thank you so much for following. We are finalizing it and will send once confirmed. Thank you all for your patience!

Mason

On Feb 2, 2020, at 11:05, Sheri Bernstein <[REDACTED]> wrote:

Do we have any copy points for this float?  
[Quoted text hidden]

---

**Harlan Wong** <harlan.wong@chinese-parade.com> Mon, Feb 3, 2020 at 9:58 AM  
To: Mason London [REDACTED]

Attached is the 2020 sponsor deck.

靈鼠獻桔  
The Wise Mouse Bringeth Good Luck,

2/24/2020

Gmail - SF- Shanghai Float

Harlan Wong  
CNY Festival & Parade Director

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On Mon, Jan 27, 2020 at 4:26 PM Harlan Wong <[harlan.wong@chinese-parade.com](mailto:harlan.wong@chinese-parade.com)> wrote:  
[Quoted text hidden]



**Sponsorship Deck, 2020.pdf**  
3645K





Mason Lee [REDACTED]

**Float Fee, SF-Shanghai**

2 messages

**Harlan Wong** <harlan.wong@chineseprade.com>  
To: Mason London [REDACTED]

Thu, Feb 13, 2020 at 6:51 AM

Hi Mason,

I was informed that the cost of \$12,000.00 to build the float will be paid. Please let me know how to proceed.

Thanks,  
Harlan

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**Mason Lee** [REDACTED]  
To: Marjan Philhour [REDACTED]

Thu, Feb 13, 2020 at 8:13 AM

Begin forwarded message:

**From:** Harlan Wong <harlan.wong@chineseprade.com>  
**Date:** February 13, 2020 at 06:51:14 PST  
**To:** Mason London [REDACTED]  
**Subject:** Float Fee, SF-Shanghai

[Quoted text hidden]

2/24/2020

Gmail - Parade float company



Mason Lee <[REDACTED]>

---

## Parade float company

1 message

Mason Lee <[REDACTED]>

Thu, Feb 13, 2020 at 12:49 PM

To: jfang@panpacsolution.com

Cc: Maggie Muir <maggie@maggiemuir.com>, Marjan Philhour <[REDACTED]>, Anika Steig <anika@maggiemuir.com>

James,

Thank you for taking the time to speak with me!

Here is the info the for float company:

Steph Mufson Creations, LLC  
The Parade Guys  
PO Box 77111  
San Francisco, CA 94107

Phone: 510.260.6097  
Email: [theparadeguys@gmail.com](mailto:theparadeguys@gmail.com)

Amount: 12,000

Let us know if you need anything else.

Thank you!

Mason