



## Sponsorship Agreement

Waukesha Parks, Recreation & Forestry Department  
 Karen Richards  
 1900 Aviation Drive

2/13/2020

Waukesha, Wisconsin 53188  
 262-524-3741

Dear Karen Richards,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between DICK'S Sporting Goods, Inc. ("DSG" or "Sponsor") and Waukesha Parks, Recreation & Forestry Department ("Organization"). With the intention of being legally bound, we agree as follows:

| DSG shall provide the organization with the following:   |                    | Value |
|--|--------------------|-------|
| <b>DSG Gift Card(s) in the following denominations</b>   |                    | \$500 |
| Quantity   | Gift Card Value \$ |       |
| 1  | \$500              |       |
| <b>DSG Bonus Certificates in the following denominations</b> (bonus certificates cannot be combined)   |                    | \$250 |
| Quantity   | Value              |       |
| 5  | \$50               |       |
| <b>In-Store(s) Shop Day(s)</b>   |                    | N/A   |
| Shopping Day(s) at our <b>Brookfield</b> store(s) for Organization's participants, coaches and families to receive <b>20% off</b> entire purchase (exclusions apply) on the following date(s): |                    |       |
| Date(s)  |                    |       |
| 3/14/2020  |                    |       |
| 3/15/2020  |                    |       |

5/9/2020

5/10/2020

**Community Sports Equipment**

\$1,747.71

| Quantity | Value   |
|----------|---|
| 6        | Tee Balls - Level 1 (2 Dozen) (\$57.99/each)    |
| 3        | Catcher Combo Set - Youth Small (\$149.99/each) |
| 4        | 7 Foot Hitting Net (\$149.99/each)              |
| 6        | Youth Batting Tee (\$19.99/each)                |
| 4        | XL Team Duffle Bag (\$34.99/each)               |
| 6        | Flat Cones (12pk) (\$14.99/each)                |

**Other Customized Elements**

\$341.97

Three (3) Boxes of Rawlings Baseballs (3 dozen per box) - (\$113.99 each)

DSG will provide up to \$5,000 in value towards equipment for the entire 2020 sponsorship. This will include a mixture of assets from equipment, bonus certificates, and gift cards. Karen Richards and Kyle Flanagan will collaborate prior to the fall sports season to find assets to complete the final sponsorship total.

DSG will provide the Organization with additional Equipment and Assets as available during the Term. Final value to be based upon allocation and needs. To be determined by DSG.

**Total Sponsorship Package Value****\$2,839.68****Organization shall provide DSG with the following:**

1. Promotion of Organization's In-Store Shop Day at DSG through Organization's email blasts, website and flyer distribution
2. - DSG will be recognized as an equipment sponsor for both the baseball/softball and soccer programs.
  - DSG logo will be featured on the Spring 2020 soccer t-shirts.
  - The DSG logo will be featured on the Summer 2020 Baseball and Softball t-shirts
  - The DSG logo will be featured on the Fall 2020 soccer t-shirts
  - DSG banner will be displayed at the organization's soccer fields during the Fall 2020 season.

**Term**

The term of this Agreement shall begin on **2/13/2020** and remain in effect until **12/31/2020** ("Term").

## Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

## Terms and Conditions of Sponsorship Agreement

1. Sponsor shall be the sole sporting goods retail sponsor of the Organization. Organization will not pursue sponsorships with direct competitors of Sponsor, including, but not limited to, Modell's and Academy Sports and Outdoors. If Organization is approached by any direct competitor or sporting goods retailer, Organization will notify Sponsor before making any future commitments.
2. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on **Exhibit A** and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.

During the Term, Organization grants Sponsor the limited, non-exclusive, non-transferrable, non-sub-licensable right to use Organization's name, brand and logo to advertise Sponsor's sponsorship rights and relationship with Organization and Organization's achievements generally. Except for this limited license granted to Sponsor, Organization retains all right, title and interest in and to the Organization's name, brand and logo.

3. Sponsor may photograph Organization's events, however, Sponsor shall be solely responsible for obtaining permission from participants or participants' legal representatives for use by Sponsor of Sponsor's photographs of participants, and Sponsor shall indemnify and hold Organizer harmless from any and all liabilities and damages that may arise from Sponsor's unauthorized use of photographs of participants, including actual attorney fees and court costs. Organization will provide Organization's photographs of events to Sponsor, in Organization's discretion, provided Organization has satisfactory release from participants or participants' legal representatives allowing provision of those photographs to Sponsor.
4. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
5. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.

**6. Organization releases and forever discharges Sponsor and Sponsor's officers, directors, employees, agents, shareholders, successors and assigns, from any and all cause of action, damages, claims, demands, obligations, losses, costs, and expenses including reasonable attorney fees (collectively "Losses"), arising from Sponsor's performance of this Agreement, except for those liabilities arising from the negligence or intentional torts of Sponsor or Sponsor's employees or agents.**

- 7. Organization shall indemnify and hold Sponsor harmless from all third-party Losses to the extent that they arise from or relate to, directly or indirectly, (a) negligent acts or omissions of Organization or Organization's employees or agents occurring in Organization's conduct of events sponsored by Sponsor pursuant to this Agreement, (b) the violation of any third-party intellectual property rights by Organization or Organization's employees or agents, (c) the violation of any federal, state, or local statute, ordinance, or regulation, or (d) a breach of any provision of this Agreement by Organization.
- 8. Except as required by the Wisconsin Open Records Act, Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.
- 9. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement shall be governed under the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

**Accepted and Agreed:**

Dick's Sporting Goods, Inc.

\_\_\_\_\_  
Kyle Flanagan  
Community Marketing Manager

**Accepted and Agreed:**

City of Waukesha

\_\_\_\_\_  
Shawn N. Reilly, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by Gin L. Kozlik, City Clerk-Treasurer

\_\_\_\_\_  
Date

## Exhibit A

DSG Name/Logo



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-1.png>



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-2.png>

All references to DICK'S Sporting Goods, Inc. in print when not using the logo, should include the full capitalization of DICK'S as in the following example: DICK'S Sporting Goods.

