

“FREE RIDES” SPONSORSHIP AGREEMENT

This “Free Rides” Sponsorship Agreement (“Agreement”) is entered on October 31, 2014 (“Effective Date”) between MillerCoors LLC, a Delaware limited liability company (“MillerCoors”) and the City of Waukesha d/b/a Waukesha Metro Transit, having a principal place of business located at 2311 Badger Drive, Waukesha, Wisconsin 53188-5932 (“Transit Company”).

In consideration of the mutual promises described in this Agreement and for other good and valuable consideration, the parties agree as follows:

- 1. Term.** Unless terminated earlier as provided in this Agreement, this Agreement will commence as of the Effective Date and terminate on January 1, 2015 (“Term”). No offer for malt beverage sponsorship, promotional, or advertising rights will be made by Transit Company to a third party for any free rides program other than MillerCoors.
- 2. The Program.** Transit Company agrees:
 - a. To produce the free rides program (the “Program”) as more fully described in Schedule A attached hereto and incorporated herein.
 - b. To produce the Program in compliance with all applicable laws and regulations, in a first class manner and in accordance with the prevailing professional, ethical, and business standards, with the utmost regard for the safety of all persons, property, the environment, and MillerCoors and Transit Company’s goodwill.
- 3. References to the Sponsorship by MillerCoors.** Transit Company warrants that it has the right to grant (and that it hereby grants) to MillerCoors the right during the Term to refer to itself as the sponsor of the Program in connection with the manufacture, sale, promotion, and advertising of its products and its business, and in the creation of its goodwill, in and on any media, and in connection with such references to use Transit Company’s trade designations and identifying logos (the “Marks”); provided, however, that MillerCoors shall in good faith consult with Transit Company concerning the use of such Marks, and the policies governing the use of the Marks shall be established jointly by Transit Company and MillerCoors. Transit Company’s approval for use of the Marks shall not be unreasonably withheld or delayed. MillerCoors may also produce promotional materials advertising the Program. Upon the parties reaching a mutual agreement as to a design for a joint logo (“Joint Logo”) referring to MillerCoors (and/or its products) and one or more Marks, MillerCoors may use such Joint Logo during the Term as if they were MillerCoors’ Marks, except that upon termination MillerCoors will own the exclusive right to any portions of the Joint Logos referring to it.
- 4. MillerCoors Identifying Symbols.** It is understood that Transit Company may be using some symbols and marks owned by MillerCoors in connection with the Program. Transit Company will obtain MillerCoors permission prior to use and Transit

Company will undertake to comply with all laws pertaining to trademarks in force in order to preserve MillerCoors ownership rights with respect to said symbols and marks. Transit Company acknowledges that the use of any MillerCoors symbol or other identifying mark by it or others shall be for MillerCoors benefit, shall not create any right in it with respect to such symbols or marks, and shall terminate at the end of the Term.

5. MillerCoors Obligations. All arrangements for the Program (and any financial loss relating thereto) shall be the Transit Company's responsibility. MillerCoors shall have no obligation to pay any amounts to Transit Company or others as a result of the Program except as specified in Paragraph 3 of Schedule A.

6. Representations and Warranties. Transit Company represents and warrants that:

- a. it has the right, power and authority to enter into and to perform this Agreement.
- b. the intellectual property rights granted hereunder do not infringe the intellectual property rights of any third party.
- c. it will comply with all applicable statutes, rules and regulations in carrying out its obligations under this Agreement.
- d. there are no existing or threatened legal or other proceedings against Transit Company that would have an adverse affect on the performance of Transit Company hereunder or reduce the value of the rights granted to MillerCoors.
- e. it will undertake all activities necessary to ensure the fullest possible benefit to MillerCoors of its sponsorship and promotional rights as described herein.
- f. it does not have, and will not have during the Term, any interest, direct or indirect, financial or otherwise, in any license to sell alcoholic beverages.

7. Termination. Except as otherwise provided, MillerCoors may terminate this Agreement upon Transit Company's receipt of MillerCoors written notice of its intention to terminate (without a further notice period) under any of the following conditions:

- a. Transit Company is insolvent, seeks protection from its creditors, makes a general assignment for the benefit of creditors, or if a receiver is appointed for its business.
- b. Failure by Transit Company to observe or perform any of the obligations, covenants, conditions, representations or warranties required of Transit

Company pursuant to this Agreement, where such failure is not remedied within fifteen (15) days after being given written notice by MillerCoors.

c. If MillerCoors is prohibited by law, regulation or order from engaging in or utilizing any of the activities or rights described in this Agreement.

8. Indemnification. Transit Company agrees to indemnify, defend and hold harmless MillerCoors, its affiliates, parents, and each of their respective employees, officers, directors, and agents harmless from all third-party claims, suits, actions, proceedings and Damages (“Damages” means all settlements, judgments, awards, damages, costs, fines, penalties, losses, liabilities, and related expenses including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals, costs of investigations and other proceedings such as document production and providing testimony) incurred in connection with or arising from the Program, including: (1) any claims or actions for personal injury, death, property damage or harm or loss suffered by the participants, spectators, land owners or others adversely affected by the Program and (2) any breach by Transit System of its obligations under this Agreement.

9. Insurance.

a. Transit Company will obtain and maintain, during the Term, the following types of insurance and minimum coverage: (i) statutory workers compensation and occupational disease disability as required by law; (ii) employer’s liability with limits of \$1,000,000 for bodily injury by accident, each employee, \$1,000,000 for bodily injury by disease, each employee, and \$1,000,000 aggregate liability for disease; (iii) commercial general liability insurance, including contractual liability with a minimum limit for bodily injury and property damage of \$5,000,000 per occurrence; and (iv) automobile liability insurance covering any auto, whether owned, non-owned, hired or otherwise, with minimum combined single liability limits of \$5,000,000 per accident. Limits may be obtained through a combination of primary and excess insurance policies.

b. Transit Company will cause its insurers to: (i) waive all rights of subrogation against MillerCoors, its officers, directors and employees; (ii) name MillerCoors as an additional insured for the commercial general liability coverage; and (iii) furnish certificates of insurance in a reasonably acceptable form to MillerCoors evidencing that Transit Company is in compliance with the insurance requirements of this Agreement. Workers compensation, commercial general liability, and auto liability must be “occurrence” type policies. All policies must be issued by companies having a rating of A-X or better by A.M. Best Company. MillerCoors may inspect the insurance policies upon reasonable request. Transit Company must provide MillerCoors written notice within thirty (30) days of any material change in or cancellation of an insurance policy detailing the change or cancellation.

c. Transit Company's compliance with the insurance coverage requirements in this Agreement do not waive or relieve Transit Company of any obligations or liabilities Transit Company may have or incur under this Agreement.

10. Notices. The parties must submit any notice, demand, consent or other communication (each, a "Notice") required or provided under this Agreement in writing and addressed or delivered to the attention of the representatives specified below. Notices will be deemed received: (i) upon delivery, when personally delivered; (ii) upon receipt, when sent via registered or certified mail; (iii) the next business day, when sent via overnight courier. The parties also should send copies of all general correspondence regarding this Agreement to these representatives. Either party may change its representatives by written notice to the other party.

Notices to Transit Company: City of Waukesha Metro Transit
Attn: Brian Engelking
Street Address: 2311 Badger Drive
City, State, Zip: Waukesha WI 53188-5932
E-mail: bengelki@ci.waukesha.wi.us

Notices to MillerCoors: MillerCoors LLC
Attn: Kristin Wilson
Street Address: 311 10th Street NH155
City, State, Zip: Golden, CO 80401
E-mail: kristin.wilson@millercoors.com

With a copy to: MillerCoors LLC
Attn: General Counsel Office
250 South Wacker Drive, Suite 800
Chicago, IL 60606

11. Nature of the Sponsorship. It is mutually agreed that the sponsorship herein is special, unique, and extraordinary in nature, and of a substantial value to MillerCoors. In the event of a breach of this Agreement by Transit Company, MillerCoors shall be entitled, in addition to any other remedies available to it, to obtain equitable relief by way of injunction or otherwise in order to preserve its exclusivity.

12. Independent Contractor. Transit Company is an independent contractor unrelated to MillerCoors or any of its subsidiary or affiliated companies. Nothing in this Agreement is intended to create a relationship, express or implied, of employer-employee, principal-agent, or partnership between MillerCoors and Transit Company or between MillerCoors and any employee, agent, subcontractor, volunteer or other individual engaged or provided to work under this Agreement by Transit Company.

13. Authority. Each party warrants that it has the authority and power to enter into and perform, and to make all representations, warranties and grants, under this Agreement. Transit Company represents that it is not subject to any restrictive

obligations imposed by current or former clients or others that would impair its ability to exercise its best efforts on behalf of MillerCoors.

14. Audit and Inspection Rights. During the term of this Agreement and for one (1) year thereafter, MillerCoors will have the right to examine, directly or through its authorized representatives, during business hours and for a reasonable period of time, all books, records and files pertinent to this Agreement. MillerCoors' right of inspection does not apply to Transit Company's trade secrets or other properly designated proprietary information.

15. Survivability. All Transit Company warranties, indemnities, guarantees, representations and confidentiality obligations and any undischarged MillerCoors obligations arising prior to the expiration or termination of this Agreement will survive expiration or termination.

16. Enforceability. A party's failure to insist upon strict performance of any term of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment of that right or of the party's right to assert or rely upon the terms and conditions of this Agreement.

17. Amendment; Waiver. An amendment or waiver of any term of this Agreement will not be effective unless agreed in writing and properly signed by both parties.

18. Assignment. Transit Company may not assign, subcontract or delegate its rights or obligations under this Agreement without MillerCoors' written consent. Any attempt by Transit Company to assign, subcontract or delegate any rights or obligations without written consent will be null and void and will grant MillerCoors the right to terminate this Agreement.

19. Severability. If any terms of this Agreement are determined to be invalid or inoperative, this Agreement will be construed as though the invalid or inoperative provisions were deleted. The parties' rights and obligations will be construed and enforced to reflect the parties' original intent to the extent possible.

20. Complete Agreement. This Agreement, including the exhibits and attachments, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or understandings with respect to the subject matter. This Agreement will take precedence with respect to any inconsistency or conflict between this Agreement and an exhibit, attachment or purchase order. No course of dealing, usage of trade or course of performance will be construed to supplement, amend or construe any term, condition or instruction of this Agreement.

21. Counterparts. This Agreement may be executed in counterparts each of which will be considered an original, but all of which will constitute one and the same agreement. The signature of any party to a counterpart will be deemed a signature to the Agreement and may be appended to any other counterpart. Facsimile or electronic transmission of an executed signature page will be sufficient to bind the executing party.

22. Headings. Headings of the sections and paragraphs are inserted for convenience and will not affect the interpretation or construction of this Agreement.

23. Non-Exclusivity. This Agreement is nonexclusive and MillerCoors may engage or use other companies to provide sponsorship rights similar to or the same as Transit Company's without notice.

24. Jurisdiction and Venue; Choice Of Law. The laws of the State of Illinois govern all matters arising under or related to this Agreement without regard to its conflicts of law provisions. TRANSIT COMPANY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING UNDER OR RELATED TO THIS AGREEMENT. Any litigation or enforcement of an arbitration award must be brought in the United States District Court for the Eastern District of Wisconsin or Wisconsin Circuit Court, Waukesha County, as appropriate. Each party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue. The parties acknowledge that all directions issued by the forum court, including injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers.

MillerCoors, LLC

City of Waukesha

By: _____
Title: _____
Date: _____

By: Shawn N. Reilly, Mayor
Date: _____

Attest:

Gina L. Kozlik, City Clerk

SCHEDULE A

1. Program Description:

- a. Name of Program: New Year's Eve Miller Lite Free Rides
- b. Nature of services to be provided by Transit Company:
 - Free bus service provided on designated date(s), hours and routes.
- c. Date(s) of Operation: December 31, 2014- January 1, 2015
- d. Hours of Operation: 7:00 pm- 1:30 am

2. Promotional Rights:

Transit Company shall make a concerted effort to promote the Program cooperatively with MillerCoors and its distributors as appropriate. Promotion shall include but not be limited to:

- All references, whether visual or verbal, to the Program should be entitled "Miller Lite Free Rides." Further, any references by Transit Company to the Program must include a statement that the Program is sponsored by the MillerCoors.
- Transit Company will provide for at least three (3) exterior bus boards promoting Miller Lite Free Rides. The Program shall be promoted for two (2) weeks prior to the Program.
- If available, Transit Company will use its electronic destination signs to flash a message about the Program, as well as promote the Program through other Transit Company passenger communication means.
- Transit Company will cooperatively participate with MillerCoors in any promotional/informational campaign regarding the Program with community, labor, safety, bus and political official leadership.
- Transit Company will communicate with its drivers and employees about the Program.
- Transit Company will make staff available for media and/or promotional interviews as necessary.

- Transit Company will have adequate telephone information staff on during the free service hours to accommodate calls from the toll-free number provided by MillerCoors.
- Transit Company is responsible for distribution and placement of farebox covers on buses operating during the Program.
- Other: Paratransit service will be provided free to anyone that requests a ride

3. MillerCoors Obligations:

- a. For the rights granted to MillerCoors under this Agreement, MillerCoors agrees to pay Transit Company a sponsorship fee of Four Thousand Two Hundred Seventy-One Dollars and Sixty-One Cents (\$4,271.61) (the "Fee") Payable within fifteen (15) days of execution of this Agreement.
- b. In addition, MillerCoors agrees to assist in the following promotional efforts:
 - MillerCoors will assist with promotion and publicity of the Program including public relations, joint press materials and other communication efforts. All releases, announcements and mentions must be approved by both MillerCoors and Transit Company before being issued or pursued.
 - MillerCoors will provide a toll-free number (1-800-FREE RIDES) to provide route and schedule information about the Program.
 - MillerCoors is responsible for all production and handling costs associated with interior and exterior bus boards and farebox covers.