

EVERY SEASON STARTS AT



Sponsorship Agreement

City of Waukesha Parks, Recreation & Forestry
Karen Richards, Sponsorship Coordinator
1900 Aviation Drive
Waukesha, Wisconsin 53188
262-524-3741

7/14/2021

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") on behalf of itself and its affiliates and City of Waukesha Parks, Recreation & Forestry ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide with the following:

Gift Card — Equipment Room \$1,500.00

Quantity	Value	Total
2	\$500.00	\$1,000.00
2	\$250.00	\$500.00

Bonus Certificates \$500.00

Value ea.	Quantity	Total
\$50.00	10	\$500.00

In-Store Shop Day N/A

Shopping Day(s) for Organization's participants, coaches and families to receive 20% off entire purchase (exclusions apply) on the following date(s):

Store	Date
Brookfield	Friday, August 20, 2021
Brookfield	Saturday, August 21, 2021
Brookfield	Sunday, August 22, 2021
Brookfield	Friday, August 23, 2021

Custom

DSG may provide the organization with additional assets as available during the term. The value is to be based upon allocation and needs, with the final decision coming from DSG.

N/A

Total Sponsorship Package Value \$2,000.00

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. WPRF will promote and share the 20% off shop event weekends, and follow the Schedule of Communications that are provided to them within the shop event info and materials email.

Term

The term of this Agreement shall begin on Wednesday, July 14, 2021 and remain in effect until Friday, December 31, 2021 ("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-sublicensable 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. To the fullest extent permitted by law and to the extent arising from or relating to, directly or indirectly, the subject matter of this Agreement, Organization shall defend, indemnify and hold harmless the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in 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. **Force Majeure.** Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, acts of God, actions by governmental authority (whether valid or invalid), fires, floods, pandemics, windstorms, explosions, riots, natural disasters, wars, terrorism, sabotage or labor problems (a "**Force Majeure Occurrence**"); provided said party promptly notifies the other party of the event of the Force Majeure Occurrence. If the Force Majeure Occurrence delays Organization from completing at least 25% of their scheduled regular season and fulfilling its obligations under the Agreement, Sponsor shall have the right to terminate the Agreement and request a refund of any monies or Sponsorship assets prior to that time.
10. **Payment.** Sponsor's payment terms are "net 60". If the Agreement is terminated prior to payment, no payment is due and owing to Organization.
11. **Termination.** Sponsor may terminate this Agreement at any time for any reason upon written notice to Organization. In addition to the rights set forth in the Agreement, Sponsor shall have the right to terminate this Agreement by written notice to Organization in the event that Organization or any of its officers, directors, employees, or agents commits any act of moral turpitude or engages in any other behavior that brings Organization into public disrepute, contempt, or scandal, or which reflects unfavorably upon Sponsor, or the continued association of Sponsor with Organization may harm or adversely affect Sponsor's business reputation or goodwill as reasonably determined by Sponsor, or Organization has committed such an act or engaged in such behavior in the past and information about the conduct becomes newly public during the Term. Sponsor shall also have the right to terminate this Agreement and request a refund of any monies or Sponsorship assets if Organization intentionally uses Gift Cards received hereunder on products that are not sporting equipment and/or related products for the specific use of the sponsored Organization.

12. 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

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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.

