



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Parks Recreation and Forestry	Meeting Date: 11/17/25
ID Number:	Ordinance/Resolution Number (if applicable):
Name of Submitter: Deb Wolniak, PRF SPARS Coordinator. Ron Grall, PRF Director	Target Next Board/Council Meeting Date: 12/2/2025
Agenda Item Title: Review and possible action on the 2026 Sponsorship Agreement between the City of Waukesha Parks, Recreation & Forestry and DICK'S Sporting Goods.	

Issue Before the Board/Council: The Board is asked to consider approval of a one-year Sponsorship Agreement with DICK'S Sporting Goods for the 2026 calendar year. The agreement provides \$5,000 in equipment-related gift cards and promotional support for WPRF's youth baseball, softball, and soccer programs in exchange for organizational recognition and communication support. This beneficial arrangement/partnership was been in place for several years.
Options & Alternatives: Option 1 – Approve the Sponsorship Agreement (Recommended) • Accept \$5,000 in equipment gift cards to support WPRF athletic programs. • Enables promotion of 20% off DSG In-Store Shop Weekends for WPRF families. • Allows DSG to be recognized as the official Equipment Sponsor for baseball, softball, and soccer. Option 2 – Reject the Sponsorship Agreement • WPRF forfeits \$5,000 in equipment support for 2026. • No organized Shop Event partnership for WPRF families. • Programs would continue using existing budgets for equipment replacement. Option 3 – Request Modifications

- Staff would return to DICK’S Sporting Goods to renegotiate sponsorship terms.
- May delay sponsorship activation for the spring sports season.

Additional Details:

DICK’S Sporting Goods will provide eight \$500 gift cards and four \$250 gift cards, totaling \$5,000 in support for baseball, softball, and soccer equipment needs

In addition, DSG will host multiple four-day “20% Off Shop Event Weekends” for WPRF participants and families at their Brookfield location.

In return, WPRF will promote the events through email, website, and printed materials, following the communication schedule supplied by DSG. DSG will also receive recognition as the Equipment Sponsor for WPRF’s youth baseball, softball, and soccer programs.

The agreement term is January 1, 2026 through December 31, 2026. All terms and conditions including branding guidelines, indemnification, confidentiality, and termination provisions are provided in the attached contract.

What is the Strategic Plan Priority this item relates to:

Engaged Community

People-Centered Development

Financial Sustainability

What impact will this item have on the Strategic Plan Priority?

Engaged Community: The sponsorship enhances community connection by supporting youth sports and fostering positive relationships with local businesses.

People-Centered Development: Added equipment resources support high-quality programming and improve participant experience.

Financial Sustainability: The \$5,000 in gift cards offsets equipment costs that would otherwise be paid from department budgets.



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Financial Remarks:

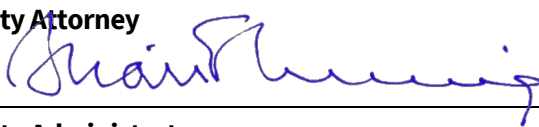
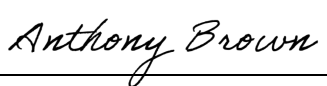
This agreement provides \$5,000 in equipment gift cards at no cost to the City. There are no direct expenditures required.

The sponsorship reduces equipment purchases from program budgets (Baseball/Softball and Soccer cost centers), improving year-end cost recovery and offsets expenses for youths' sports equipment, expense account 5310-53450.

Suggested Motion:

Move to approve the 2026 Sponsorship Agreement between the City of Waukesha Parks, Recreation & Forestry and DICK'S Sporting Goods and authorize the Mayor to sign the agreement.

Reviewed By:

Finance Director Joseph P. Ciurro	Date Reviewed
City Attorney 	Date Reviewed 11 Nov 2025
City Administrator Anthony W. Brown 	Date Reviewed 11/05/2025



Sponsorship Agreement

City of Waukesha Parks, Recreation & Forestry
Debra Wolniak, SPARS Coordinator
1900 Aviation Drive
Waukesha, Wisconsin 53188
262-524-3741

10/21/2025

Dear Debra,

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		\$5,000.00
Quantity	Value	Total
8	\$500.00	\$4,000.00
4	\$250.00	\$1,000.00

In-Store Shop DayN/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, March 13, 2026
Brookfield	Monday, March 16, 2026
Brookfield	Friday, May 8, 2026
Brookfield	Monday, May 11, 2026
Brookfield	TBD
Brookfield	TBD

CustomN/A

The 20% off Shop Event Weekends will be 4-Days, Friday through Monday. The dates above represent the start and end dates for those respective Shop Event Weekends. The fall sports season shop event is listed as TBD, and we will confirm those dates in June 2026.

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 communications emails.

DSG will be recognized as the Equipment Sponsor for the WPRF baseball/softball and soccer programs.

Term

The term of this Agreement shall begin on Wednesday, January 1, 2026 and remain in effect until Wednesday, December 31, 2026 ("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.

[SIGNATURE PAGE TO FOLLOW]

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 Linda Gourdoux, Clerk-Treasurer

Date

Exhibit A

DSG Name/Logo

EVERY SEASON STARTS AT



EVERY SEASON STARTS AT



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.