



Sponsorship Agreement

This Sponsorship Agreement (the “**Agreement**”) is entered into by and between the Organization and the Sponsor identified below effective as of the date both parties have signed this Agreement.

Sponsor:	Washoe County
Organization:	SK Baseball, LLC d/b/a the Reno Aces
Name of Event:	2018 Reno Aces Baseball Season
Event date or dates:	April 2018 through September 2018
Description of Event: (Attach additional description if needed.)	Triple A Baseball / Pacific Coast League

Organization desires Sponsor to sponsor the event, activity, or series of events or activities (together, the “**Event**”) named above. The Event is briefly described above and may be further described in this Agreement and in the exhibits hereto. The parties agree that the Event may consist of a “season” consisting of several events that constitute one “Event” (such as a sporting season or school year) or a single “Event” (such as a one or two day festival). For purposes of this agreement, “Event” and/or “Season” refer to the regular-season and post-season Minor League Baseball games held at Greater Nevada Field (“**Greater Nevada Field**”) but do not include any Major League Baseball Exhibition Games, Minor League Baseball All-Star Games, or any other event that may be held at Greater Nevada Field during the term of this Agreement. Sponsor agrees to sponsor the Event under the terms of this Agreement.

1. **Grant of Sponsorship Rights and Licenses.**

- 1.1 Organization grants Sponsor the non-exclusive right to sponsor the Event. Sponsor’s rights under this Agreement include those rights and benefits described in the Addendum attached to and forming a part of this Agreement (the “**Sponsorship Rights**”).
- 1.2 Sponsor grants to Organization a non-exclusive, royalty-free, non-transferable, limited right to use the name and logos and other intellectual property identified on Exhibit A hereto as Sponsor’s Intellectual Property and Organization grants to Sponsor a non-exclusive, royalty-free, non-transferable, limited right to use the name, logos and other intellectual property of Organization identified on Exhibit A hereto as Organization’s Intellectual Property (all of a party’s intellectual property that is licensed to another hereunder, the “**Marks**”) solely in connection with the promotion and advertising of the Event, provided that such use is in compliance with any guidelines that the other party may provide from time to time with respect to the Marks. Each party acknowledges and agrees

not to take any action that is inconsistent with the other party's ownership of its Marks. Other than as expressly set forth herein, neither party will have any right, title, license, ownership or interest in any trademark, trade name, copyright, patent, or other intellectual property of the other party. Prior to using any marketing materials containing a Mark or the name of a party, the party desiring to use the Mark or name will submit a copy of the proposed marketing materials to the other for their approval (not to be unreasonably withheld). Sponsor acknowledges that it may withhold approval, without limitation, if proposed marketing material violates applicable rules and regulations of Major League Baseball or Organization's agreements with other sponsors. If, within five business days of submitting the marketing materials to the party from whom approval is sought, such party fails to either approve or disapprove, then the proposed marketing materials will be deemed approved. The licenses granted in this Section 1.2 terminate when this agreement expires or is terminated, whichever is earliest. Sponsor acknowledges it has no rights in and to any television, internet or other broadcast from or of Greater Nevada Field that may show one or more of Sponsor's Marks. Sponsor hereby acknowledges and agrees that Organization and its respective parents, subsidiaries and/or affiliated entities shall have the perpetual, worldwide right to exhibit, reproduce, and license to third parties footage, photos and such other related intellectual property in any and all manner, methods or media, whether now known or hereinafter devised, including, without limitation, to the extent that such Organization related intellectual property incorporates or depicts Sponsor's trademark(s), trade name(s), logo(s), or other intellectual property placed or featured on or about the Greater Nevada Field or any other signage or materials to be provided under or in connection with this Agreement.

- 1.3 Sponsor agrees that the covering of signage (if applicable), for non-Events, shall not constitute a Breach under this Agreement.

2. **Term and Sponsorship.**

- 2.1 **Term.** Subject to Section 4, below, the term of this Agreement is: November 1, 2017 to October 31, 2018 (the "**Term**").
- 2.2 **The Fee.** During the Term, Sponsor will pay Organization a sponsorship fee at the times and in the amounts set forth on Exhibit A. In addition, Sponsor agrees to provide Organization with those certain benefits further described in Exhibit A.
- 2.3 **Late Payment Penalties.** If Sponsor has not paid the full amount of any payment due to Organization by its due date, the amount past due shall bear interest at the lesser of the rate of one and one-half percent (1.5%), or the maximum permitted by law, for every month (or fraction of a month) beginning with the due date and continuing until Organization receives actual payment. Organization shall not be deemed to have waived any other rights or remedies it may have by collecting this amount.
- 2.4 **Refunds.** Organization understands and acknowledges that in return for the Sponsorship Fee, Sponsor is relying on Organization to conduct the Event and to provide Sponsor with substantially all of the benefits described herein. As a result, Organization shall refund to Sponsor all payments made by Sponsor and not earned by Organization's performance under the terms of the Agreement or shall substitute additional rights and benefits mutually agreed upon by Organization and Sponsor. Any such refund shall not impair Sponsor's Sponsorship rights or obligations with respect to the remaining Term. As used herein,

Organization will be deemed to have conducted the Event if, in a given calendar year during the Term commencing in 2018, it causes the Reno Aces team to play, subject to Force Majeure Events, a substantial majority of its home games at Greater Nevada Field.

3. **Organization's Responsibilities.** Organization shall conduct the Event in a first-class professional manner consistent with the manner in which other baseball events at the same Minor League Baseball level are conducted.

4. **Termination Rights.**

- 4.1 **Termination for Breach.** Each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation under this Agreement and such default is incapable of being cured or which, if being capable of cure, is not cured within thirty days after receipt of written notice of such default. Notwithstanding the foregoing, if a breach is incapable of being cured within such thirty-day period, so long as the breaching commences cure and diligently pursues and effects the cure within ninety days after receipt of written notice of such default, this Agreement will not terminate.

- 4.2 **Bankruptcy.** Either party may terminate this Agreement if the other party becomes insolvent or becomes subject to any proceeding under any bankruptcy, insolvency, or liquidation law unless such proceeding is dismissed within forty-five days after its commencement.

- 4.3 **Remedies.** In addition to termination, or in lieu of termination, a non-breaching party will be entitled to pursue any and all remedies available to it under law or in equity and all such remedies will be cumulative.

- 4.4 **Transition Period.** In the event of any termination of this Agreement for any reason, Organization shall have a period of one hundred eighty (180) days after the termination ("Transition Period") to remove all of the signage referencing Sponsor, if any, from Greater Nevada Field.

5. **Representations and Warranties.** Each party to this Agreement warrants and represents to the other as follows: (a) it has the full power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) the individual signing this Agreement on its behalf is duly authorized to do so; (c) the execution and performance of this Agreement by it will not violate any law, ordinance or regulation applicable to it, its organizational documents or any material contract or other instrument to which it is a party or by which it is bound; and (d) it has all necessary intellectual property rights in its Marks to grant the license it is granting to the other party hereunder and such grant does not violate the intellectual property rights of any other person or entity.

6. **Miscellaneous Provisions.**

- 6.1 **Force Majeure.**

(a) If a Force Majeure Event (defined below) occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations (other than payment of money) under this Agreement (the "Nonperforming Party") will be excused from performing those obligations (other than payment of money) for the period of time that the Force Majeure Event prevents performance, on the condition that it complies with its obligations under section 6.1(c).

(b) For purposes of this agreement, “**Force Majeure Event**” means, strikes, lockouts, labor troubles, inability to procure materials or services, power failure, newly-enacted restrictive governmental rules, regulations or orders, bankruptcy of contractors, insurrection, sabotage, rebellion, war, acts of terrorism, or any other condition whether of the foregoing nature or not (other than the financial condition of either party) that is beyond the reasonable control of the Party from which performance is required

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of the occurrence of a Force Majeure Event, its effect on performance, and how long the Nonperforming Party expects it to last. Thereafter the Nonperforming Party shall update the other party with such information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

6.2 Indemnity & Insurance.

- 6.2.1 Organization shall indemnify, defend and hold harmless Sponsor, and Sponsor’s shareholders, directors, officers, employees, agents, successors and assigns, from and against any and all claims, demands, causes of action, actions, suits, liabilities, losses, judgments, damages, penalties, costs or expenses (including reasonable attorneys’ fees and costs), that result from, arise out of or relate to (i) any breach by Organization of any covenant, representation or warranty made by Organization in this Agreement; and (ii) claims by third parties arising from the actions or inactions of Organization or its shareholders, directors, officers, managers, employee, agents, successors and assigns.
- 6.2.2 Sponsor shall indemnify, defend and hold harmless Organization, and Organization’s members, officers, employees, agents, successors and assigns, and affiliates (collectively, the “**Organization Indemnified Parties**”) from and against any and all claims, demands, causes of action, actions, suits, liabilities, losses, judgments, damages, penalties, costs or expenses (including reasonable attorneys’ fees and costs), that result from, arise out of or relate to: (i) any breach by Sponsor of any covenant, representation or warranty made by Sponsor in this Agreement; (ii) the content and subject matter of Sponsor’s signage or other media advertisements relating to the Event pursuant to this Agreement; and (iii) claims by third parties arising from the actions or inactions of Sponsor, or its shareholders, directors, officers, managers, employees, agents, successors and assigns.
- 6.2.3 Sponsor shall obtain and maintain throughout the term of this Agreement, at its own cost and expense, Commercial General Liability insurance with a per occurrence limit of not less than Two Million Dollars (\$2,000,000), providing coverage for bodily injury and property damage and personal and advertising injury, including contractual liability and products/completed operations liability coverage. Sponsor shall cause the Organization Indemnified Parties to be included as additional insureds on such insurance. Such insurance policy shall also provide that Organization receive written notice within thirty (30) days prior to the effective date of the cancellation, non-renewal or any material change in coverage. Sponsor shall furnish Organization with certificates of insurance evidencing compliance with the above requirements.
- 6.3 **Entire Agreement; Amendment.** This Agreement, including the Addendum and the exhibits hereto, constitutes the entire agreement between the Sponsor and Organization pertaining to its subject matter. This Agreement supersedes all prior and contemporaneous

oral or written representations and agreements between the parties. This Agreement may not be modified, amended, or waived except by a written document signed by both parties. Any rights and remedies stated herein are cumulative and are in addition to any other rights or remedies available to parties. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the remaining provisions will continue in full force.

- 6.4 **Assignment.** Neither party will assign its right under this Agreement without the written consent of the other party, given or withheld in the sole discretion of the party whose consent is sought. Notwithstanding the foregoing, if Organization enters into a transaction whereby it conveys the right to be the franchisee operating the Reno Aces team, Organization may assign its rights under this Agreement so long as the entity to which rights hereunder are assigned assumes Organization's future obligations hereunder. Any attempted assignment that does not comply with this Section 6.4 will be void.
- 6.5 **Independent Contractors.** Sponsor and Organization are independent contractors. Neither party has the authority to act, or attempt to act, or represent itself, directly or by implication, as an agent of the other, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the other.
- 6.6 **Confidentiality.** Both parties shall maintain the confidentiality of all non-public information about the other party received by it, including, without limitation, the terms of this Agreement.
- 6.7 **Compliance with Law and Agreement.** Both parties will comply with all laws which are applicable to the Event and their respective performance under this Agreement. Both parties shall comply with the terms of this Agreement. This Agreement, in its entirety, is subject and subordinate to all rules, regulations, guidelines and policies of Minor League Baseball.
- 6.8 **Survival of Obligations.** Sections 2.4, 5, 6.2 and 6.6 of this Agreement will survive any termination or expiration of this Agreement.
- 6.9 **Governing Law.** The laws of the state in which the event is held govern this Agreement.
- 6.10 **Attorneys' Fees.** In any action brought to enforce this Agreement or to determine any matter in controversy regarding this Agreement, the prevailing party shall be entitled to recover such sums as the court may adjudge reasonable as attorneys' fees, including attorneys' fees on appeal or petition for review.
- 6.11 **Exhibits.** The exhibits referenced herein are attached to this Agreement and are incorporated herein by reference and made a part hereof. In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement will govern.
- 6.12 **Severability.** The provisions of this Agreement will be deemed severable, and if any provision of this Agreement is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not be affected, but will remain binding in accordance with their terms.

- 6.13 **Notices.** All notices given under this Agreement must be in writing and must refer to this Agreement. Such notices will be effective upon delivery if delivered in person or upon mailing if mailed at a U.S. Post Office, first class mail, postage prepaid, to the address listed below, or at such other addresses as either party provides by written notice to the other party.
- 6.14 **Counterparts.** This Agreement may be signed in counterparts.

[SIGNATURE PAGE FOLLOWS]

The parties hereto agree to the terms of this Agreement as evidenced by the signatures of authorized officers below.

Organization: SK Baseball, LLC d/b/a the Reno Aces
By:
Printed Name: Eric Edelstein
Title: Authorized Signatory
Date:
Mailing address: 250 Evans Ave, Reno, NV 89501
Contact person: Doug Raftery, Sr. Director of Corporate Partnerships
Telephone number: (775) 334-7055 **Fax number:** (775) 334-4701
Internet /email address: doug@renoaces.com

Sponsor: Washoe County
By:
Printed Name:
Title:
Date:
Mailing address: 1001 E. 9th St., Reno, NV 89520
Contact person: Kate Thomas
Telephone number: 775-328-2008 **Fax number:**
Internet /email address: kathomas@washoecounty.us

Exhibit A

Organization Marks for all regular season games:

- Co-sponsor of the Reno 150th Birthday Celebration – May 9th, 2018
 - Official Co-Sponsor of the Reno 150th Celebration
 - 10 tickets in a shared suite for that night
 - Your company will receive 1,000 tickets to distribute at your business locations(s)
 - Tickets are GA and FREE for the public so Reno residents will be directed to your place of business or a charity of your choice to pick up tickets for the celebration
 - Company name listed in all promotion of event
 - Concourse table at the birthday celebration
 - Listed on City of Reno 150th website
 - (2) in-game “thank you” messages to all partners
 - Scroll of partner names on the videoboard during the fireworks show

Sponsor Marks

- Miscellaneous logos, links, copy, etc.;
- Production and installation costs for all signage
- Camera ready art for all print & digital advertisement.
- Sponsor will pay the Sponsorship Fee to Organization pursuant to the following schedule (the “Payment Schedule”):
 - \$5,000 due April 1, 2018