

# SPORTS AUTHORITY

## SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT ("Agreement") is entered into and made as of Effective Date set forth below, between TSA Stores, Inc., a Delaware corporation having its principal place of business at 1050 West Hampden Avenue, Englewood, CO 80110 ("Sports Authority"), and Wheaton Park District, a Illinois Non Profit Organization, having its principal place of business at 1777 S Blanchard Rd., Wheaton, IL 60189 ("Vendor").

1. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and expire on 2/16/2017, unless terminated earlier as permitted herein.
2. **Entitlements.** During the Term, Vendor shall provide Sports Authority with the advertisements, entitlements, and other benefits ("Entitlements") set forth on Exhibit A attached hereto.
3. **Fees.** For delivering the Entitlements and performing its obligations hereunder, Vendor will receive payment as more fully described on Exhibit B attached hereto.
4. **Terms and Conditions.**
  - 4.1 **Billing and Payment.** Vendor will bill Sports Authority through invoices issued to Sports Authority. Sports Authority will pay Vendor, or object to all or a portion of an invoice, within forty-five (45) days from receipt of invoice, but in no event earlier than any due date set forth on Exhibit B.
  - 4.2 **Grant of License.** Each party hereby grants to the other party a non-exclusive license to use and display such party's marks, trademarks and logos ("Marks") during the Term for purposes of this Agreement, subject to the owner's prior written approval of any individual use of such Marks. Sports Authority may use the Vendor's Marks to promote Sports Authority in printed materials and on Sports Authority's website. Each party shall cease all use of the other party's Marks upon expiration or termination of this Agreement.
  - 4.3 **Termination.** Either party may terminate this Agreement in the event any representation or warranty made by the other party proves to be false or otherwise misleading or the other party materially breaches this Agreement, provided the breaching party has not cured such breach within fifteen (15) days written notice of such breach (the "Cure Period"). In the event of termination by Sports Authority pursuant to this Section, Vendor shall promptly refund to Sports Authority the unearned portion of fees paid in advance to Vendor.
  - 4.4 **Confidential Information.** Each party will not disclose any confidential information received from the other party, or otherwise discovered by the receiving party, whether disclosed orally, in writing, or by any other means, to any third party, except on an as needed basis.
  - 4.5 **Representations and Warranties.** Vendor hereby represents and warrants that Vendor has obtained the necessary contracts or releases with or from those whose names, likenesses, testimonials, scripts, musical compositions, or other creative materials or rights are used in advertising or other materials provided by Vendor or its representatives under this Agreement.
  - 4.6 **Indemnification.** Each party shall indemnify and defend the other party from and against any loss, damage, expense, or liability (including reasonable attorneys' fees and other costs) (collectively, the "Damages"), arising out of or resulting from: (i) any breach or inaccuracy in any representation or warranty by the indemnifying party herein; (ii) any material breach of this Agreement by the indemnifying party; (iii) any unauthorized use of the indemnified party's Marks by the indemnifying party. If the Sponsorship involves one or more on-site events (each an "Event" and collectively (as applicable) the "Events"), Vendor will indemnify, defend and hold harmless Sports Authority from any loss or damage arising out of a claim or action against such parties for injuries or damage to person or property arising out of or relating to the Events, except to the extent caused by the negligent acts or omissions of Sports Authority.
  - 4.7 **Insurance.** Vendor shall carry such insurance policies as are reasonably necessary to insure the risks assumed by Vendor herein. Upon request from Sports Authority, Vendor shall provide to Sports Authority Certificates of Insurance evidencing the foregoing insurance, with General Liability and Auto Liability Certificates of Insurance naming TSA Stores, Inc., as an additional insured on a primary and noncontributory basis.
  - 4.8 **Personnel.** All personnel supplied by Vendor shall be deemed employees or subcontractors of Vendor. Vendor assumes full responsibility for the actions of all such personnel and for the payment of their compensation, workers' compensation, disability benefits and the like.
  - 4.9 **Compliance with Laws.** Each party agrees to comply with federal, state and local laws applicable to such party's performance of this Agreement.
  - 4.10 **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except for the indemnifications under this Agreement, each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for services under this Agreement. The parties agree that amounts stated herein are fair under the circumstances and that the prices reflect this limitation of liability.
  - 4.11 **Miscellaneous.** The terms of this Agreement shall control over any conflicting language in Exhibits A or B. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado, except for its choice of law and conflict of law rules, and the federal and state courts in Colorado shall have exclusive jurisdiction over the parties in all matters and disputes regarding this Agreement, the performance hereof, and the rights of the parties hereunder. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Each of the undersigned parties has caused its duly authorized representative to execute this Agreement as of the Effective Date set forth below.

The Effective Date of this Agreement shall be 2/16/2016. If left blank, the Effective Date shall be the date of mutual execution.

TSA STORES, INC.

By:

(Authorized Signature)

Manisa Stojanovic

(Authorized Person's Printed Name)

Cur Chicago

(Title)

(Date)

VENDOR:

By:

(Authorized Signature)

Michael Benard

(Authorized Person's Printed Name)

Executive Director

(Title)

(Date)

**Exhibit A  
Entitlements****Wheaton Park District Soccer**

The Wheaton Park District Soccer will receive the following items from Sports Authority:

- 2 League Appreciation on 4/9/16-4/10/16 at the 588 Sports Authority Store where coaches, players and their families will receive 20% off their entire purchase
- Discounts for coaches, players and volunteers

**Sports Authority**

Sports Authority will receive the following:

- Team Savings Packets, \$10 off \$50 and \$20 off \$100 coupons distributed to all coaches and players
- Sports Authority logo on website listed as sponsor
- Sports Authority will receive 2 email blasts to support the League Appreciation

**Exhibit B**  
**Fees**

- \$500 Donation of equipment
- 20 Coaches Kits -
  - 1 equipment bag
  - 6 practice pinnies
  - 1 clipboard
  - 6 cones
  - 12 water bottles