

**ATTACHMENT A**

**TEAM SPONSORSHIP AGREEMENT**

SPONSOR:  
ADDRESS:  
CONTACT PERSON:  
EMAIL ADDRESS:

**BASIC AGREEMENT**

**THIS SPONSORSHIP AGREEMENT**, together with the Terms and Conditions attached hereto as Exhibit A and any other exhibits attached hereto ( collectively, this "Agreement"), is entered into by and among Team a corporation ("Team"), and the above-named sponsor ("Sponsor") as of (the

"Effective Date" ). Capitalized terms not defined herein shall have the meaning ascribed to them in the Terms and Conditions attached hereto as Exhibit A. In consideration of the respective covenants set forth herein, Sponsor and Team agree as follows:

- 1. **Benefits.** Each Contract Year during the Term (except as otherwise stated hereunder), Team shall provide Sponsor with the following promotional and advertising rights and benefits (collectively, "Benefits"). All aspects and elements of each Benefit shall be determined by, and/or is subject to the prior written approval of, the Team in its sole discretion:

**[DESCRIBE PROMOTIONAL BENEFITS]**

- 2. **Term.** Unless terminated earlier pursuant to the Terms and Conditions, the term of this Agreement shall be for one (1) Contract Year (as hereafter defined) commencing as of the Effective Date and terminating [DATE] at 11:59 p.m. (EST) ("Term"). "Contract Year" shall mean the period commencing on the Effective Date and concluding on [DATE].
- 3. **Fees.** In consideration of the Benefits, Sponsor shall pay Team an aggregate net fee of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Fee"). The Fee shall be due and payable in full within thirty (30) days of execution of the Agreement.

4. **Terms and Conditions.** The Terms and Conditions attached hereto as Exhibit A are incorporated by reference herein as if fully set forth herein. The parties have read and agree to be bound by the Terms and Conditions.

**IN WITNESS WHEREOF**, Team and Sponsor have executed this Agreement as of the dates set forth below.

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## **EXHIBIT A**

### **TERMS AND CONDITIONS**

#### **1. FEES AND EXPENSES.**

a. **Costs.** Except as otherwise specifically provided in this Agreement, each of the parties shall pay its own expenses of performing this Agreement, which for Sponsor shall include all design, production and other costs associated with the preparation, delivery, installation, activation, removal and/or destruction of the elements necessary to utilize the Benefits (including any changes or updates thereto during the Term). Except as otherwise specifically provided in this Agreement, each of the parties shall pay its own expenses of performing this Agreement, which for Sponsor shall include all design, production and other costs associated with the timely preparation, delivery, installation, activation, removal and/or destruction of the elements necessary to utilize the Benefits (including any changes or updates thereto during the Term). In the event that Sponsor fails to meet any deadlines established by Team from time-to-time with respect to the design, production, preparation, delivery, installation, activation, removal and/or destruction of any elements necessary to utilize the Benefits, which failure results in the non-delivery of any Benefit, then, any other provision of this Agreement notwithstanding, Sponsor shall forfeit such

Benefit and not be entitled to any refund, make-good, or substitute Benefits.

#### **2. MARKS & APPROVALS.**

a. Except as specifically authorized herein, this Agreement does not grant to Sponsor any rights with respect to the use of any service mark, trademark, name, symbol, or other indicia (collectively, "Marks") of Team, its home stadium, or its governing league. In addition, "Official", "Exclusive" and/or similar status designations are reserved by the owner of such Marks unless specifically granted herein. In furtherance of the foregoing, each of the parties hereto agrees that it shall have no right to grant any party the right to use the Marks of the other party either alone or in connection with its Marks or in association with its Marks and the Marks of such third party, except that Sponsor hereby licenses Team such rights to (i) use Sponsor's Marks as necessary for Team to provide the Benefits as contemplated herein, and (ii) in perpetuity and via all means of media exhibition, whether now known or later developed, use and/or permit third parties to use any photograph, video or other depiction of any location where Benefits are provided hereunder, which includes Sponsor's Marks without any additional consent from Sponsor. Team and Sponsor

further agree that they will not at any time do or cause to be done any act or thing, directly or indirectly, which contests or in any way impairs or tends to impair or dilutes or tends to dilute any part of the right, title and interest of the other in its Marks; and Team and Sponsor shall not, in any manner, represent that it has any ownership interest in the other's Marks or the registrations therefor. For the avoidance of doubt, Sponsor shall not procure or claim any copyright, trademark or other intellectual property right in any Team Marks or make use of such Marks without the prior written approval of Team in accordance with the terms and conditions set forth herein, and all Marks shall be owned by and registered in the name of Team or another entity designated by Team.

b. To the extent Sponsor does have any rights to use any Team Marks, or intellectual property, pursuant to the terms of this Agreement, any such use shall be subject to Team's prior written approval in each instance (such approval to be granted or withheld in Team's sole good faith discretion).

c. Notwithstanding anything to the contrary contained in this Agreement, no materials containing Team Marks shall be deemed authorized or approved (and Sponsor shall not, or authorize any third party to, commence production or distribution of any such materials) until Team delivers to Sponsor a writing in which Team specifically and unconditionally provides

Sponsor with "final" approval with respect to such materials (or any other use of Team, Team, Stadium LLC, or Stadium Marks that may be contemplated by this Agreement). Team will not approve the use of, and Sponsor shall not use or commercially exploit, any rights granted hereunder (i) in a negative manner; (ii) in a way that is contrary to public morals or has a deceptive or misleading effect, (iii) in a manner that compromises or reflects unfavorably upon the good name, goodwill, reputation or image of Team or any Team players, or (iv) in any manner that may result in the unauthorized use of any intellectual property of Team.

d. After a proposed use of Marks has been approved by Team, Sponsor shall not depart therefrom or add any element thereto in any respect (e.g., inserting or replacing any element) without submitting such revision to, and obtaining the "final" written approval of Team. Sponsor represents and warrants that all materials produced by Sponsor in connection with this Agreement shall comply, at Sponsor's sole expense, with all applicable laws, regulations, and government rules and standards. Team's approval of any Sponsor or third-party materials is conditioned upon Sponsor's compliance with all applicable laws, regulations, and government rules and standards. Team's approval shall not imply a representation or belief that Team believes that applicable laws, regulations, or government rules or standards have been complied with.

3. **PROMOTIONS.** Except as expressly set forth herein or otherwise approved by Team in writing, the Benefits may not be used for any sweepstakes, contest, or similar promotion. To the extent any such promotion is permitted, Sponsor shall be solely responsible for all aspects of such promotion, which shall in each case be subject to Team's prior written approval. Without limiting the foregoing, Sponsor shall be positioned as the official sponsor of the promotion, Sponsor shall be solely responsible for compliance with any applicable laws or regulations, for registering the promotion with any applicable government bodies, for the delivery of any required tax forms or other documents, for securing affidavits and releases in favor of Team (in a form approved by Team) from any promotion winner, and for drafting promotion rules, which shall also be subject to Team's prior written approval.

4. **NON-EXCLUSIVITY.** Except as otherwise expressly provided herein, Sponsor's rights to receive the Benefits are non-exclusive and Team shall be free to grant similar and/or identical rights to any third party. This Agreement and the rights and licenses granted to Sponsor in this Agreement shall not (and shall not be deemed to) restrict Team in any way from exercising any rights or granting any licenses to other persons, entities, or groups or individuals to use any Team Marks in connection with any products and/or services, which rights are expressly reserved to Team. To the extent any Benefits granted to Sponsor are described as

providing category protection or exclusivity in this Agreement, such category protection and/or exclusivity shall not extend to (a) any media elements or assets (e.g., print, radio, internet, television), or (b) any charitable or non-profit programs or initiatives other than Team.

## 5. **STADIUM POLICY; GOVERNING LEAGUE POLICIES.**

### a. **Stadium & Practice Facility Policies.**

Sponsor and Team agree that this Agreement, including with respect to any Benefits, shall be performed in accordance with rules and policies of the Team's home stadium, including, without limitation, policies that may be implemented from time-to-time in connection with certain "clean venue" events, as may be applicable to this Agreement, if any.

b. **Governing League Policies.** The parties agree that this Agreement shall automatically be subject to any existing, new or amended [LEAGUE] rules or regulations applicable to the Benefits effective as of the date such regulation shall take effect and that this Agreement shall incorporate and be subject to the [DESCRIBE LEAGUE'S GOVERNING DOCUMENTS], and the terms and conditions of any and all agreements to which [LEAGUE] is a party and as to which [LEAGUE] has bound its member clubs or their affiliates, any interpretations, rulings or other directives relating to any of the foregoing, and any policies, guidelines, specifications or other requirements imposed in connection with the hosting of any

[LEAGUE] events (collectively, the "Governing League Policies").

c. **Required Termination/Modification.** If any rule or regulation as described above requires the termination or modification of any of the Benefits, such Benefit shall be modified or terminated upon written notice to Sponsor and the provisions of Section 8.b. shall apply to any such termination or modification.

## 6. **REPRESENTATIONS AND WARRANTIES.**

Each party hereby represents to each other party the following, all of which representations and warranties shall apply during the Term of this Agreement: (i) such party is in good standing and duly authorized to transact business in [LOCATION], with full power and authority to enter into and fully perform its obligations under this Agreement, (ii) the execution and delivery of this Agreement on behalf of such party has been duly authorized by such party and this Agreement constitutes the valid, binding and enforceable obligation of such party, and (iii) neither this Agreement nor anything required to be done hereunder by such party violates or shall violate any corporate charter, contract or other document to which such party is a party or by which it is otherwise bound.

## 7. **INDEMNIFICATION & INSURANCE.**

a. **Indemnification by Sponsor.** Sponsor shall defend, indemnify and hold harmless Team and any entity owned or

controlled by, or under common ownership or control with, or which owns or controls, either of Team (collectively, "Team Affiliated Entities"), and their respective members, partners, shareholders, officers, directors, employees, agents and representatives (collectively, the "Team Indemnitees") from and against any and all claims, suits, orders, damages, liabilities, costs and expenses, including reasonable attorney's fees (collectively, "Claims"), arising from or relating to: (i) any product or service of Sponsor that is advertised or promoted using any Team Marks; (ii) any act or omission of Sponsor or its agents, (iii) Sponsor's breach of any representation, warranty or covenant in this Agreement, (iv) any Claim arising out of, resulting from, or relating to any commercial, advertisement, sign, giveaway item(s), advertising copy, Marks, content, or other promotional material furnished by or on behalf of Sponsor in connection with the Benefits provided hereunder, or (v) Sponsor's receipt, activation and use of the Benefits. Notwithstanding the foregoing, Sponsor shall not have any indemnification obligations with respect to any claim arising directly from the gross negligence or willful misconduct of Team or its agents.

b. **Indemnification by Team.** Team shall defend, indemnify and hold harmless Sponsor and any entity owned or controlled by, or under common ownership or control with, or which owns or controls Sponsor (collectively, "Sponsor Affiliated Entities"), and their respective members, partners, shareholders, officers, directors, employees,

agents and representatives (collectively, the "Sponsor Indemnitees") from and against any and all Claims arising from or relating to: (i) a claim that Sponsor's use of any Team Marks, as approved for use by Team in accordance with this Agreement, violates or infringes upon the trademark, copyright or other intellectual property right of a third party, or (ii) Team's breach of this Agreement. Notwithstanding the foregoing, Team shall not have any indemnification obligations with respect to any claim arising directly from the negligence or willful misconduct of Sponsor or its agents.

**c. Indemnity Procedures.**

Each party shall promptly notify the other party of any Claim to which the indemnity obligations set forth in this Section 7 applies, and the indemnifying party agrees to defend all Claims and to conduct the defense thereof at its expense and by qualified counsel, which counsel shall be reasonably satisfactory to the other party. In connection with any Claim to which the foregoing indemnities pertain, the indemnifying party shall keep the indemnified party fully advised of all material developments and shall not enter into a settlement without the indemnified party's prior written approval, which shall not be unreasonably withheld. In addition, the indemnified party shall cooperate with the indemnifying party in connection with any such defense. These indemnity obligations shall survive the termination or expiration of this Agreement.

**d. Insurance.**

i. Team shall, at its own expense, maintain in effect throughout the Term of this Agreement, commercial general liability insurance policies with carriers of recognized standing, with limits of liability of at least Two Million Dollars (\$2,000,000), governing any and all property damage and personal injury (including death) arising out of activities covered by this Agreement.

ii. Sponsor shall, at its own expense, maintain in effect throughout the Term of this Agreement, commercial general liability insurance policies with carriers of recognized standing which are reasonably acceptable to Team with limits of liability of at least Two Million Dollars (\$2,000,000), covering any and all property damage and personal injury (including death) arising out of activities covered by this Agreement and providing for blanket contractual liability coverage applicable to the terms and conditions of this Agreement. All such policies shall name Team as additional insured thereunder and shall be endorsed to provide Team with at least thirty (30) days advance written notice of any cancellation and/or restriction. Sponsor shall provide certificates of insurance evidencing such coverage upon request from Team.

**e. Limitation of Liability.**

IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT

OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

custodian for Sponsor; or (e) Sponsor generally fails to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

**8. DEFAULT; MODIFICATION; TERMINATION.**

**a. Default.**

i. Without prejudice to any other rights, Team shall have the right to terminate this Agreement upon written notice to Sponsor if: (a) Sponsor fails to perform or comply with any material term or condition of this Agreement within ten (10) business days following delivery of written notice to Sponsor stating such failure or failures; provided that any such failure remains uncured at the end of such period; and further provided that Team may terminate immediately upon written notice if such failure to perform or comply is not reasonably capable of being cured, as determined by Team; (b) Sponsor breaches any other agreement related to the provision of goods or services with Team, Team, or Stadium; (c) Sponsor commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor law; or an involuntary petition for Sponsor is filed under title 11 of the United States Code or the corresponding provisions of any successor laws; (d) a court of competent jurisdiction appoints, or the Sponsor makes an assignment of all or substantially all of its assets to, a receiver or

ii. Subject to Team's rights to reduce, eliminate or substitute certain Benefits pursuant to Section 8.b. hereof, Sponsor shall have the right to terminate this Agreement upon written notice to Team if Team fails to perform or comply with any material term or condition of this Agreement within ten (10) business days following delivery of written notice to Team stating such failure or failures; provided that any such failure remains uncured at the end of such period.

**b. Modification, Substitution or Elimination of Benefits.**

Team may modify, reduce, eliminate or otherwise fail to deliver certain Benefits set forth in this Agreement from time to time for reasons including, but not limited to, those causes (a) described in Section 5 hereof or (b) described in Section 9. Upon any such modification or non-delivery of Benefits, or upon the occurrence of any Force Majeure Event (as described in Section 9, Team will in good faith provide Sponsor with a substitute Benefit of substantially equivalent promotional value for any Benefit that Team did not provide (which such Benefit may be provided during a subsequent Contract Year or for alternative events).

c. **Reversion of Rights; Payment.**

Upon termination of this Agreement for any reason set forth in this Agreement, all rights and privileges granted to Sponsor hereunder shall automatically revert to Team. Upon termination of this Agreement by Team pursuant to Section 8.a., no portion of any prior payments made to Team shall be refundable and Sponsor shall continue to be obligated to make payment to Team of the full amount of the unpaid balance of the Fee owing to Team hereunder through the end of the Term; provided, however, that Team shall use commercially reasonable efforts to mitigate any amount of the Fee owing to Team upon termination of this Agreement under Section 8.a. by attempting to sell the Benefits which remain at the time of termination of this Agreement. In the event Team is able to sell the Benefits which remain at the time of termination of this Agreement to another sponsor on substantially similar terms, Team will provide Sponsor a pro rata refund or reduction in the amount of the Fee owing to Team upon termination. The amount of the refund or reduction of the Fee shall be determined in good faith by Team following the sale of the Benefits to another sponsor taking into account the amount at which Team is able to sell the Benefits to the other sponsor, the costs and expenses associated with selling the Benefits to the other sponsor (including, without limitation, commissions associated therewith), and the lost Fee amount to Team from the time of termination of this Agreement until the sale of said Benefits to the other sponsor. Notwithstanding the foregoing, Team shall

have the right to sell any then-available unsold benefits (which may be similar to the Benefits) prior to selling or licensing the Benefits and Team's obligation to resell the Benefits and refund or reduce the Fee shall only commence at such time as no remaining inventory remains for other similar benefits.

d. **Event Cancellation.**

Notwithstanding Section 9 below, if the Event or any other event related to the Benefits herein is cancelled in any given Contract Year, then Team, in its sole discretion, shall have the option to (i) terminate this Agreement upon written notice to Sponsor, (ii) provide substitute benefits in accordance with Section 8.b. hereof, and/or (iii) extend the Term of this Agreement by one (1) additional Contract Year. In the event Team opts to terminate the Agreement, Team shall refund any portion of the Fee attributable to the undelivered Benefits. In the event Team opts to extend the Term, Team shall provide the Benefits during such additional Contract Year and apply the portion of the fee applicable to the Contract Year including the cancelled Event to such additional Contract Year.

9. **FORCE MAJEURE.** No party shall be liable for failure or other delay in performance of its obligations under this Agreement and such failure or delay shall not constitute a breach under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including acts of God (fires, floods, storms, hurricanes, earthquakes, tornadoes, etc.), acts of public enemy, war, civil disturbance, sabotage,

accidents, insurrections, blockades, embargoes, acts of any governmental or quasi-governmental authority, labor strikes, lock outs or other labor disturbance or interruption or any other force majeure (collectively, “Force Majeure Events” and individually, a “Force Majeure Event”). In the event a Force Majeure Event causes the unavailability of any Benefits during the Term, the provisions of 8.b. will apply.

10.**CONFIDENTIALITY**. The parties hereto agree to maintain in confidence the terms and conditions of this Agreement, except to the extent that a proposed disclosure by a party of any specifications or conditions hereof is authorized in advance by the other party or is required by law, and except to the extent necessary in connection with any due diligence investigation by a party to any potential investment, loan to or sale involving any of Team, provided that the investigating party has agreed to maintain the terms and conditions of this Agreement in confidence and to other reasonable confidentiality terms. Notwithstanding the foregoing, Team shall have the right to share the terms and conditions of this Agreement with (a) any Affiliated Entity, and (b) [LEAGUE].

11.**NO JOINT VENTURE**. It is mutually understood and agreed that Sponsor, on the one hand, and Team, on the other, and their respective officers, directors, employees, representatives and agents are, at all times, herein, acting and performing separately and independently of each other and are in no

way or manner to represent themselves as agents or employees of the other party.

12.**NOTICES**. All notices required to be given hereunder shall be properly served in writing and delivered either by (i) personal delivery, (ii) certified or registered mail, postage prepaid, facsimile, or (iii) by recognized overnight courier service which delivers only upon the signed receipt of the addressee, which in any case shall be delivered to the following addresses if to Sponsor, to the contact person for Sponsor set forth on the first page of this Agreement at the address set forth therein; and if to Team, to: [NAME & ADDRESS], Attn: General Counsel. Notice shall be deemed delivered on the date of delivery.

13.**GOVERNING LAW AND JURISDICTION**. This Agreement shall be governed by and construed in accordance with the laws of [APPLICABLE JURISDICTION]. Jurisdiction and venue for any legal proceedings arising out of this Agreement shall exclusively lie in the courts situated in [APPLICABLE JURISDICTION].

14.**SUCCESSORS AND ASSIGNS**. Team may assign their rights or obligations under this Agreement, without consent. Sponsor may not assign, sublicense, or encumber this Agreement, or any of the Benefits set forth herein, directly or indirectly, by law or by contract, without Team’s prior written approval, which approval may be withheld in Team’s sole discretion. Any transfer of a controlling interest in Sponsor shall be

deemed an assignment governed by the preceding sentence.

15.**DISPUTE EXPENSES**. In connection with any action arising from or in connection with the enforcement of this Agreement, the prevailing party shall be entitled to an award of its expenses, including reasonable attorneys' fees and disbursements, incurred or paid before and at trial or any other proceeding which may be instituted, at any tribunal level, and whether or not suit or any other proceeding is instituted.

16.**ENTIRE AGREEMENT**. This Agreement, including all exhibits or schedules hereto, sets forth the entire understanding and agreement of the parties hereto with respect to its subject matter and supersedes all prior understandings or agreements among the parties hereto relating to the same subject matter. Any amendments or modifications to this Agreement shall be in writing, as mutually agreed upon by the parties.

17.**WAIVER OF JURY TRIAL**. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN. FURTHER, EACH OF THE PARTIES HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER

PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

18.**COMPLIANCE OF LAW**. By entering into this Agreement, the parties hereto specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. In the event that any part of this Agreement is determined to violate applicable federal, state or local laws, rules or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation.

19.**SEVERABILITY**. If for any reason, any provision or provisions contained in this Agreement are held to be invalid, illegal or otherwise void, remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

20.**SECTION HEADINGS**. The section headings contained in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any provision hereof.

21.**INCORPORATION OF EXHIBITS**. All exhibits (including these Terms and Conditions) and, if applicable, schedules to this Agreement and referred to herein are incorporated into this Agreement as though fully set forth herein.

22.**COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

23.**ELECTRONIC SIGNATURE.** This Agreement may be executed electronically-delivered signature (e.g., PDF format copy of the agreement with signatures) which shall, for all purposes, serve as an original executed counterpart of this Agreement upon delivery of an executed copy hereof by electronic transmission.

24.**EXECUTION.** The signatories to this Agreement warrant that they have full and binding authority to make the commitments contained herein on behalf Agreement upon delivery of an executed copy hereof by electronic transmission.