

RESOLUTION NUMBER 7265

WHEREAS, the City of Beatrice, Nebraska ("City") and JEO Consulting Group, Inc., desire to enter into a Sponsorship Agreement for Hannibal Park.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk of the City of Beatrice, Nebraska are hereby authorized to execute the Sponsorship Agreement with JEO Consulting Group, Inc., for Hannibal Park. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated herein by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 1st day of April, 2024.

Attest:

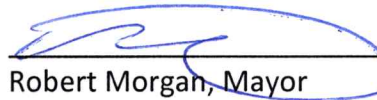

Erin Saathoff, CMC, City Clerk
Robert Morgan, Mayor

Exhibit "A"

Agreement

This Agreement ("Agreement") is entered into this 1st day of April, 2024 ("Effective Date"), by and between ("SPONSOR") and City of Beatrice ("OWNER"). OWNER and/or SPONSOR may each be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, OWNER runs a Sports Complex ("Complex") which includes the amenities hereinafter described; and

NOW, THEREFORE, in consideration of the promises in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

SPONSOR will be an official, but not exclusive, sponsor of the Complex and will have the right to utilize the official marks and logos of the Complex to designate itself as a sponsor of this venue in the following categories:

II. LANDMARK – OUTFIELD BANNER PARTNER

SPONSOR will receive two (2) static outfield banners with logos at complex.

1. All graphics, logos, signs, and other branding associated with the Approved Name shall be mutually agreed upon by the Parties in writing.

a) OWNER will be responsible for the upkeep of the Complex. SPONSOR has no responsibility for, and shall not be held responsible for, any aspects related to the day-to-day operation, control, or ownership of the Complex, including but not limited to Complex repairs and maintenance.

b) OWNER and SPONSOR shall mutually agree upon signage. OWNER will be responsible for the initial costs of production or procurement and installation of such signage, and also responsible for the reasonable maintenance thereof.

III. MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

1. If requested by SPONSOR, SPONSOR and OWNER will mutually agree upon in writing and disseminate a press release and/or schedule a press conference announcing the partnership solely between SPONSOR and OWNER.

IV. TERM AND INVESTMENT

1. The Term of this Agreement will be for three (3) years. First payment due at signing. Year 2 and year 3 payments will be due the following years on the anniversary of the first payment.

- a) SPONSOR will pay OWNER as follows for the partnership to the complex via the following monetary amounts, excluding any sales tax that might be applicable:
- b) Year 1 March 12th 2024-March 12th 2025 = \$1,250.00
Year 2 March 12th 2025-March 12th 2026 = \$1,250.00
Year 3 March 12th 2026-March 12th 2027 = \$1,250.00
- c) OWNER shall provide SPONSOR with an invoice for each installment
- d) Owner shall be solely responsible for its own fees and expenses incurred as a result of its performance under this Agreement, unless otherwise previously agreed to by SPONSOR in writing.

V. TERMINATION

SPONSOR may, in its sole discretion, terminate this Agreement by written notice to OWNER if: (a) OWNER ceases to own or operate the Complex or the location of the Complex changes; or (b) OWNER misrepresents, misappropriates or misuses the name or Marks (as defined below) of SPONSOR. OWNER may terminate this Agreement if SPONSOR misrepresents OWNER in any way or if SPONSOR fails to pay fees as outlined above.

VI. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement, in no event shall a Party be liable to the other Party for any consequential, special, indirect, incidental, punitive, exemplary, or similar damages (including damages for loss of use, business, or profit) that the other Party suffers in connection with this Agreement, regardless whether such action is based on contract, tort, or any other legal theory and whether such Party has been advised of the possibility of such damages or if such damages could have been reasonably foreseen.

VII. REPRESENTATIONS AND WARRANTIES

OWNER represents and warrants that: (a) OWNER has the right to grant to SPONSOR the partnership and all of the benefits described in this Agreement; (b) OWNER has obtained the approvals of all third parties which are required (if any) in order for OWNER to grant the benefits under this Agreement in favor of SPONSOR; (c) the naming rights and benefits described in and granted under this Agreement comply with all applicable laws; and (d) the Advertising Materials shall be of good quality, shall conform to the requirements of this Agreement, and shall be prepared in a professional and workmanlike manner.

VIII. ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY

1. All Advertising Materials that bear SPONSOR's name and/or trademarks ("Marks") shall be subject to SPONSOR's written approval prior to use, and shall be produced or procured by OWNER at OWNER's expense, except as otherwise herein provided.
2. SPONSOR hereby grants to OWNER, during the term of this Agreement, a nonexclusive, non-transferable, non-sublicensable right and license to use the Marks solely for the purpose of the identification and promotion of SPONSOR as set forth in this Agreement. OWNER acknowledges that SPONSOR is the owner of the Marks and all goodwill related thereto, and all use of the Marks under this Agreement and any goodwill accruing from such use will inure solely to SPONSOR's benefit. SPONSOR shall be solely responsible for enforcing its rights with respect to infringing uses of its name or Marks.
3. Except as expressly set forth herein, SPONSOR reserves all rights, and this Agreement does not grant any right, title or interest in or to the Marks to OWNER. OWNER agrees that it shall not use the Marks except as expressly authorized under this Agreement. In the event that OWNER should, by operation of law or otherwise, be deemed to have obtained any rights in the Marks, OWNER hereby irrevocably assigns its entire right, title and interest in and to the Marks to SPONSOR.
4. Upon termination of this Agreement, OWNER shall cease all use of the Approved Name and SPONSOR's name and Marks, and OWNER shall be solely responsible for all costs associated with the removal of all uses of the Approved Name and SPONSOR's name and Marks.

IX. NAME CHANGE

If SPONSOR changes its corporate name or trade name, undergoes a change in control that results in a name change or sells all or substantially all of its assets to another entity, and such entity does not continue to use the SPONSOR name, SPONSOR or its successor, as the case may be, shall promptly submit new Marks to OWNER, and the Parties shall mutually

agree in writing upon corresponding changes to the Approved Name and related branding. SPONSOR or its successor will be responsible for all out of pocket costs in connection with the replacement of the Approved Name and related branding in all signage and other Advertising Materials. OWNER shall accept any such name and branding change unless it would result in a name or graphic that is inconsistent with or detrimental to the reputation of the Complex or is contrary to community standards of good taste. In such event, the Parties shall negotiate in good faith to determine another Approved Name and related branding for the Complex as soon as reasonably possible.

XIV. MISCELLANEOUS

1. This Agreement: (a) may be amended only by a writing signed by each of the Parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) is governed by, and will be construed and enforced in accordance with the laws of the State of Nebraska, without giving effect to any conflict of laws rules; (d) is binding upon, and will inure to the benefit of the Parties and their respective heirs, successors and permitted assigns; and (e) constitutes the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter herein. Each Party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Gage County, NE, to govern all disputes arising out of this Agreement.
2. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a Party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
3. The Parties shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other Party.
4. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

5. All notices in connection with this Agreement shall be in writing and delivered to the principal place of business of each Party or any other address of which either Party shall notify the other Party in writing from time to time.
6. Should any provision of this Agreement be determined to be invalid or illegal for any reason, such invalidity or illegality shall not affect the validity or legality of any other provision, and all other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid or illegal provision eliminated.

SIGNING PARTIES

SPONSOR

JEO

Vivian J. Novotny
Name

Vivian J. Novotny
Signature

Client Relations Mgr.
Title

3-19-24
Date

OWNER

City of Beatrice

Robert Morgan
Name

[Signature]
Signature

Mayor
Title

4-1-24
Date