



The Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on 5/7/2019, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

JAKE FITISEMANU, CHAIR
DON CHRISTENSEN, VICE CHAIR

A G E N D A

1. Call to Order- Chair Jake Fitisemanu
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. April 23, 2019 (Special Meeting)
5. Report of Chief Executive Officer
6. Resolutions:
 - A. 19-04: Adopt a Tentative Budget and Set Forth Proposed Appropriations for the Support of the Redevelopment Agency for the Fiscal Year Commencing July 1, 2019 and Ending June 30, 2020; Set June 4, 2019 as the Date for Public Hearing
 - B. 19-05: Approve a Marketing Agreement Between the Agency and Utah Soccer, LLC
 - C. 19-06: Approve a Marketing Agreement Between the Agency and Utah Royals FC, LLC
 - D. 19-07: Approve a Marketing Agreement Between the Agency and Real Monarch, LLC
7. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

MINUTES OF RDA SPECIAL MEETING – APRIL 23, 2019

-1-

THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN SPECIAL SESSION ON TUESDAY, APRIL 23, 2019, AT 7:02 P.M. IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN FITISEMANU.

THE FOLLOWING MEMBERS WERE PRESENT:

Jake Fitisemanu, Chair
Don Christensen, Vice-Chair
Ron Bigelow
Lars Nordfelt
Tom Huynh
Steve Buhler
Karen Lang

STAFF PRESENT:

Paul Isaac, Acting Chief Executive Officer
Nichole Camac, Secretary

Mark Nord, Acting CED Director
Eric Bunderson, City Attorney
Layne Morris, CPD Director
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Nancy Day, Parks and Recreation Director
Russ Willardson, Public Works Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department

APPROVAL OF MINUTES OF REGULAR MEETING HELD APRIL 2, 2019 AND SPECIAL MEETING HELD APRIL 9, 2019

The Agency considered the Minutes of the Regular Meeting held April 2, 2019 and the Special Meeting held April 9, 2019. There were no changes, corrections or deletions.

Ms. Lang moved to approve the Minutes of the Regular Meeting held April 2, 2019 and the Special Meeting held April 9, 2019. Mr. Christensen seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

MINUTES OF RDA SPECIAL MEETING – APRIL 23, 2019

-2-

RESOLUTION NO. 19-03: APPROVE AN ASSIGNMENT OF A REAL ESTATE PURCHASE CONTRACT FROM MARC HANSEN TO THE AGENCY

Chairman Fitisemanu discussed proposed Resolution 19-03 that authorize the Redevelopment Agency to approve an Assignment of a Real Estate Purchase Contract from Marc Hansen to the Agency.

Written documentation previously provided to the City Council included information as follows:

The Proposed Agreement allows the RDA to purchase the single-family home lot adjacent to the Aspen Village Apartments. This house was recently severely damaged by fire and subsequently demolished by the City. The house was an ongoing enforcement problem for the City due to its vacancy and lack of visibility from any street.

The WVC RDA Administrator recommends the Agreement for Assignment of Real Estate Purchase Contract between the West Valley City Redevelopment Agency and Marc J. Hansen for purchase of the property located as 3079 West 3500 South, for the amount of \$105,500.

Upon inquiry by Chairman Fitisemanu there were no further questions from members of the Agency, and he called for a motion.

Mr. Buhler moved to approve Resolution 19-03.

Mr. Huynh seconded the motion.

A roll call vote was taken:

Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chair Fitisemanu	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Ms. Lang, all voted in favor to adjourn.

MINUTES OF RDA SPECIAL MEETING – APRIL 23, 2019

-3-

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY REDEVELOPMENT AGENCY THE SPECIAL MEETING OF TUESDAY, APRIL 23, 2019, WAS ADJOURNED AT 7:04 P.M. BY CHAIRMAN FITISEMANU.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Meeting of the West Valley City Redevelopment Agency held Tuesday, April 23, 2019.

Nichole Camac
Secretary

19-04: Adopt a Tentative Budget and Set Forth Proposed...

Item: _____

Fiscal Impact: _____

Funding Source: _____

Account #: _____

Budget Opening Required: _____

ISSUE:

A Resolution adopting a tentative budget for the Redevelopment Agency (RDA) of West Valley City for the fiscal year commencing July 1, 2019 and ending June 30, 2020.

SYNOPSIS:

This resolution adopts the tentative budget for the Redevelopment Agency of West Valley City for the 2019-2020 fiscal year and sets a date for public comment at a hearing on June 4, 2019.

BACKGROUND:

The Redevelopment Agency will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment before the final adoption of this tentative budget for FY 2019-2020.

RECOMMENDATION:

City staff recommends approval of the resolution.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY ADOPTING A TENTATIVE BUDGET AND SETTING FORTH PROPOSED APPROPRIATIONS FOR THE SUPPORT OF THE REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020 AND SETTING JUNE 4, 2019 AS THE DATE FOR PUBLIC HEARING.

WHEREAS, the Redevelopment Agency of West Valley City has filed with the Board of Directors a tentative budget for the Redevelopment Agency (the "Tentative Budget") for the fiscal year commencing July 1, 2019 and ending June 30, 2020; and

WHEREAS, the Redevelopment Agency desires to adopt the Tentative Budget and the proposed appropriations for the support of the Redevelopment Agency; and

WHEREAS, the Board of Directors of the Redevelopment Agency has determined that it is in the best interests of the citizens of West Valley City to adopt the Tentative Budget for the 2019-2020 fiscal year;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, as follows:

1. The tentative budget attached hereto is hereby adopted as the Tentative Budget for the fiscal year commencing July 1, 2019 and ending June 30, 2020.
2. A public hearing to consider the Tentative Budget shall be held on June 4, 2019 at 6:30 p.m., in the West Valley City Council Chambers located at 3600 Constitution Boulevard, West Valley City, Utah. The City Recorder is hereby directed to publish or cause to be published, at least seven days prior to the hearing and in at least one issue of a newspaper of general circulation published in Salt Lake County, notice of such hearing as well as the location of the Recorder's Office where the Tentative Budget will be available for public inspection during regular office hours.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2019.

WEST VALLEY CITY
REDEVELOPMENT AGENCY

CHAIR

ATTEST:

SECRETARY

REDEVELOPMENT AGENCY - FUND 22

REVENUE STATEMENT

	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Adopted 2018-2019	Proposed 2019-2020	Percent Change
5600 WEST GATEWAY:						
Tax Increment	116,397	66,055	84,967	93,439	57,122	
Total 5600 West Gateway	116,397	66,055	84,967	93,439	57,122	-38.9%
EAST 3500 A:						
Tax Increment	260,997	269,942	268,650	390,828	378,763	
Total East 3500 A	260,997	269,942	268,650	390,828	378,763	-3.1%
NORTH CENTRAL:						
Tax Increment	352,492	341,452	684,984	972,523	911,265	
Total North Central	352,492	341,452	684,984	972,523	911,265	-6.3%
JORDAN RIVER:						
Tax Increment	390,848	382,026	371,102	526,669	510,857	
Total Jordan River	390,848	382,026	371,102	526,669	510,857	-3.0%
WILLOW WOOD:						
Tax Increment	343,794	235,221	354,698	398,878	430,432	
Total Willow Wood	343,794	235,221	354,698	398,878	430,432	7.9%
REDWOOD:						
Tax Increment	1,069,054	429,001	219,160	0	0	
Total Redwood	1,069,054	429,001	219,160	0	0	0.0%
HERCULES HILL A:						
Tax Increment	1,193,447	764,230	303,143	452,450	460,462	
Total Hercules Hill A	1,193,447	764,230	303,143	452,450	460,462	1.8%
HERCULES HILL B:						
Tax Increment	735,047	515,263	638,577	671,237	915,928	
Total Hercules Hill B	735,047	515,263	638,577	671,237	915,928	36.5%
MARKET STREET:						
Tax Increment	144,809	129,562	68,467	91,765	52,439	
Total Market Street	144,809	129,562	68,467	91,765	52,439	-42.9%
DECKER LAKE:						
Tax Increment	1,685,670	1,107,000	687,633	1,564,151	1,420,421	
Total Decker Lake	1,685,670	1,107,000	687,633	1,564,151	1,420,421	-9.2%
NORTHWEST:						
Tax Increment	0	646,259	1,334,836	2,108,115	1,591,077	
Total Northwest	0	646,259	1,334,836	2,108,115	1,591,077	-24.5%
GRANGER CROSSING:						
Tax Increment	89,714	126,003	163,351	220,393	370,696	
Total Granger Crossing	89,714	126,003	163,351	220,393	370,696	68.2%
SOUTHWEST:						
Tax Increment	3,072,419	2,923,530	3,205,954	4,095,952	4,075,753	
Total Southwest	3,072,419	2,923,530	3,205,954	4,095,952	4,075,753	-0.5%

REDEVELOPMENT AGENCY - FUND 22
REVENUE STATEMENT

	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Adopted 2018-2019	Proposed 2019-2020	Percent Change
CITY CENTER:						
Tax Increment	1,018,295	802,685	888,911	1,425,414	1,129,134	
Total City Center	1,018,295	802,685	888,911	1,425,414	1,129,134	-20.8%
Rental Income	51,050	273,280	217,031	0	0	
RDA Operations	7,071,676	7,705,514	8,287,076	9,000,000	2,509,056	
Sale of Land	1,580,674	10	3,987,225	500,000	0	
Other Sources-Bond Proceeds	3,163,000	36,690,834	0	0	0	
Bond Interest	29,762	46,204	37,252	97,000	97,000	
PTIF Interest	99,391	97,349	139,889	0	0	
Build America Back	79,793	79,707	79,835	0	0	
Misc. Rev.	456,000	212,000	704,159	0	0	
Subtotal	12,531,346	45,104,897	13,452,467	9,597,000	2,606,056	-72.8%
Total	23,004,329	53,843,126	22,726,900	22,608,814	14,910,405	-34.1%
Appropriation from Fund Balance	0	0	0	0	0	
Grand Total	23,004,329	53,843,126	22,726,900	22,608,814	14,910,405	-34.1%

REDEVELOPMENT AGENCY - FUND 22

EXPENDITURE STATEMENT

	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Adopted 2018-2019	Proposed 2019-2020	Percent Change
5600 WEST GATEWAY:						
Project Costs	0	0	0	0	0	
Total 5600 West Gateway	0	0	0	0	0	0.0%
EAST 3500 A:						
Tax Increment Pmts.	0	0	0	0	0	
Project Costs	0	0	0	340,000	0	
Total East 3500 A	0	0	0	340,000	0	-100.0%
NORTH CENTRAL:						
Tax Increment Pmts.	105,196	178,743	39,355	770,000	350,000	
Project Costs	810	0	0	0	0	
Total North Central	106,006	178,743	39,355	770,000	350,000	-54.5%
JORDAN RIVER:						
Tax Increment Pmts.	42,390	48,486	30,000	0	0	
Project Costs	4,613	0	202,500	300,000	0	
Total Jordan River	47,003	48,486	232,500	300,000	0	-100.0%
GENERAL:						
Sold Services	(768,097)	(749,991)	(831,325)	(1,439,907)	(1,385,063)	
Payroll Expenses	498,473	483,708	429,730	641,017	599,699	
Business Dev. Contracts	0	241,209	0	0	0	
Admin./Proj. Costs	445,592	25,074	451,522	773,890	773,890	
Total General	175,968	(0)	49,927	(25,000)	(11,474)	0.0%
WILLOW WOOD:						
Project Costs	0	0	200,000	0	0	
Tax Increment Pmts.	0	0	0	0	0	
Total Willow Wood	0	0	200,000	0	0	0.0%
HERCULES HILL A:						
Tax Increment Pmt.	841,271	50,000	100,000	125,000	250,000	
Debt Service	218,000	218,000	218,000	218,000	11,000	
Project Costs	0	0	200,000	0	0	
Total Hercules Hill A	1,059,271	268,000	518,000	343,000	261,000	-23.9%
HERCULES HILL B:						
Project Costs	0	749,991	248,697	0	0	
Debt Service - City	5,197	5,197	5,197	5,197	0	
Total Hercules Hill B	5,197	755,188	253,894	5,197	0	-100.0%
MARKET STREET:						
Project Costs	67	0	0	0	0	
Tax Increment Pmt.	37,554	0	0	0	0	
Total Market Street	37,620	0	0	0	0	0.0%

**REDEVELOPMENT AGENCY - FUND 22
EXPENDITURE STATEMENT**

	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Adopted 2018-2019	Proposed 2019-2020	Percent Change
DECKER LAKE:						
UCCC Reimbursement	0	0	0	0	0	
Granite School District SARR	431,432	0	0	0	0	
Transfer Out Gen. Fund	0	0	0	0	0	
Transfer Out UCCC Bond	0	0	0	0	0	
Total Decker Lake	431,432	0	0	0	0	0.0%
MULTI-PURPOSE EVENT CENTER:						
Bond Fees	46,422	0	0	5,000	2,500	
Debt Service 2005	3,858,996	0	0	0	0	
Debt Service 2015	411,483	411,700	411,400	386,500	386,861	
SARR Contingency	0	0	0	0	0	
Granite School District SARR	593,863	0	0	0	0	
Transfer Out SARR (DS)	2,649,096	3,765,557	2,031,000	2,407,400	2,195,588	
Total MP Event Ctr.	7,559,860	4,177,257	2,442,400	2,798,900	2,584,949	-7.6%
NORTHWEST:						
Project Costs	1,283	460	0	575,000	575,000	
Tax Increment Payment	0	186,214	634,550	950,000	950,000	
Total Northwest	1,283	186,674	634,550	1,525,000	1,525,000	0.0%
GRANGER CROSSING:						
Project Costs	0	0	0	0	67,745	
Tax Increment Payment	0	0	0	0	0	
Total Granger Crossing	0	0	0	0	67,745	100.0%
SOUTHWEST						
Project Costs	768,097	0	0	400,000	0	
Tax Increment Payment	1,403,899	0	3,308,288	1,800,000	2,200,000	
Total Southwest	2,171,996	0	3,308,288	2,200,000	2,200,000	0.0%
CITY CENTER:						
Prof/Tech	345,989	250,771	277,856	932,409	450,000	
Rental Expense	13,768	44,551	40,095	0	0	
Tax Increment Payment	177,408	100,000	100,000	0	0	
Tax Increment Bond 2009	832,370	0	0	0	0	
Debt Service 2010B	1,782,625	8,907,998	244,613	244,612	244,612	
VFM 2012	377,324	0	0	0	0	
Debt Service 2014	461,430	3,623,122	0	0	0	
Debt Service 2016 A & B	0	2,426,730	4,389,819	3,378,596	3,937,942	
Debt Service 2016	0	14,893	776,500	779,100	779,575	
Bond Fees	18,800	435,743	10,000	12,000	12,000	
WVC Credit Tenant Lease	2,484,261	2,484,262	2,484,262	2,484,262	2,484,262	
RDA Operations	5,058,109	5,648,175	6,189,967	6,520,738	24,794	
Project Costs	3,459,562	4,737,142	1,009,324	0	0	
Transfers Out	0	2,240,211	910,000	0	0	
Bond Defeasance	0	12,783,390	0	0	0	
Total City Center	15,011,646	43,696,987	16,432,435	14,351,717	7,933,185	-44.7%
Grand Total	26,607,283	49,311,335	24,111,349	22,608,814	14,910,405	-34.1%

Item:

Fiscal Impact: \$75,312.17

Funding Source: RDA City Center

Account #: 22-6071-40310

Budget Opening Required: ☐

ISSUE:

We are requesting approval of a Marketing Agreement between the Redevelopment Agency of West Valley City (RDA) and REAL SALT LAKE (RSL) that will provide marketing package for 2 years through Billboards, Radio Ads and Stadium Signage for Fairbourne Station and all of the Fairbourne Developments in West Valley City.

SYNOPSIS:

The \$75,312.17 will be broken up in to 2 semi-annual payments over 2 years and will come from the City Center RDA starting in May 2019. Wasatch is also sponsoring RSL in an equal amount, which will assist the Agency further in promoting the development within the new CRA.

BACKGROUND:

The WVC RDA is intending to build awareness for Fairbourne Station and all the new development that is occurring. RSL through Broadway media will utilize their marketing avenues to get the Fairbourne Station name and location out to the State.

RECOMMENDATION:

The WVC RDA Administrator recommends the WVC RDA Board approve the agreement.

SUBMITTED BY:

Mark Nord, Redevelopment Agency of West Valley City.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF
WEST VALLEY CITY APPROVING A MARKETING
AGREEMENT BETWEEN THE AGENCY AND UTAH
SOCCER, LLC.**

WHEREAS, the Redevelopment Agency of West Valley City (hereinafter, the “Agency”) desires to promote the Fairbourne Station brand and increase awareness of economic development opportunities within West Valley City; and

WHEREAS, Utah Soccer, LLC holds sporting events and other events of interest at which the Agency desires to promote the above objectives; and

WHEREAS, a marketing agreement (the “Agreement”) has been prepared by and between the Agency and Utah Soccer, LLC setting forth the terms upon which the Agency shall sponsor Utah Soccer, LLC; and

WHEREAS, the Board of Directors of the West Valley City Redevelopment Agency does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and in behalf of the Agency, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED and APPROVED this _____ day of _____, 2019.

REDEVELOPMENT AGENCY
OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY



REAL SALT LAKE
9256 South State Street
Sandy, UT 84070
(p) (801) 727-2700 (f) (801) 727-1469



2019 LOCAL SPONSOR AGREEMENT

This document, including the Exhibit(s) attached hereto, dated, , serves as a local sponsor agreement ("Agreement") for the Real Salt Lake ("Club") by and between Utah Soccer, LLC ("Club Operator" or "Licensor") and the person/entity named below ("Sponsor"):

Sponsor:

Sponsor Commercial Category (i.e., Products/Services/Retail Operations):

Term (Start & End Dates):

Amount of Consideration (monetary and/or trade):

2019:

2020:

Sponsor Representative:

Sponsor's Address:

Telephone:

E-Mail:

Sponsor Representative:

Sponsor's Address:

Telephone:

E-Mail:

SPONSORSHIP SCHEDULE

Fairbourne Station

Anita Lockhart

3550 Market Street

West Valley City, Utah 84119

anital@netwasatch.com

Investment: \$37,656.08

Year One 2019 Season	\$37,656.08
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On or before April 1, 2019	\$18,828.04
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On or before October 1, 2019	\$18,828.04
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Year Two 2020 Season	\$37,656.08
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On or before April 1, 2019	\$18,828.04
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On or before October 1, 2019	\$18,828.04
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Fairbourne Plaza

Mark Nord

3600 South Constitution Boulevard

West Valley City, Utah 84119

Mark.nord@wvc-ut.gov

Investment: \$37,656.08

Year One 2019 Season	\$37,656.08
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On or before April 1, 2019	\$18,828.04
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On or before October 1, 2019	\$18,828.04
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Year Two 2020 Season	\$37,656.08
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On or before April 1, 2019	\$18,828.04
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On or before October 1, 2019	\$18,828.04
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Sponsor shall receive the inventory outlined below at an automatic additional fee of 5% per playoff home game for the following schedule:

2019 Playoff fees (Invoiced per home game): \$3,765.60

2020 Playoff fees (Invoiced per home game): \$3,765.60

Playoff Fees will be due on or before 30 days after each home game.

All terms are net payments.

By signing below, Licensor and Sponsor agree that this Agreement constitutes the entire agreement of the parties and the provisions hereof supersede, and may not be contradicted, modified or supplemented by, evidence of any prior or contemporaneous agreements or understandings relating to the same subject matter, whether written or oral.

UTAH SOCCER, LLC:

Agreed By: _____ Date: _____

Print Name: _____ Title: _____

SPONSOR:

Agreed By: _____ Date: _____

Print Name: _____ Title: _____

SPONSOR:

Agreed By: _____ Date: _____

Print Name: _____ Title: _____

PURSUANT TO SECTION 10.E. OF THIS AGREEMENT

APPROVED BY:

MAJOR LEAGUE SOCCER, L.L.C.

Agreed By: _____ Date: _____

Print Name: _____ Title: _____

RECITALS

WHEREAS Licensor operates Real Salt Lake, a soccer club in MLS;

WHEREAS MLS has appointed Licensor to serve as its exclusive agent with authority to license local commercial affiliations including the right to license the use of the Club Marks and Player Likenesses in conjunction with such local commercial affiliations all subject to MLS approval;

WHEREAS Licensor and Sponsor desire to enter into an agreement whereby Licensor (1) grants to Sponsor certain Rights in connection with the Club, Games and (if applicable) Local Game Broadcasts and (2) (if applicable) licenses Sponsor to use the Club Marks and/or Player Likenesses in connection with the advertising and promotion of certain of Sponsor's Products/Services/Retail Operations in accordance with the terms and conditions of this Agreement; and

WHEREAS Licensor and Sponsor desire to enter into this Agreement to mutually promote the success of Sponsor, Club, and MLS.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for good and valuable consideration receipt of which is hereby acknowledged, Licensor and Sponsor agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein shall have the following definitions:

"Advertising Materials" shall mean any and all (i) general promotional, advertising, packaging, collateral or other display materials, (ii) media, (iii) promotions, (iv) advertising and promotional concepts, (including but not limited to slogans, campaigns or programs) or (v) any other creative or product created or prepared by or on behalf of Sponsor or any authorized third-party that bear any of the Club Marks and are used in connection with Sponsor's Products/Services/Retail Operations or in furtherance of any Pass-Through Rights. Without limiting the generality of the foregoing, such materials may include without limitation television, radio, print, outdoor, industrial and point-of-sale materials as well as any materials used in connection with the Digital Platforms.

"Affiliate" shall mean an entity that controls, is controlled by, or is under common control with a party now known or hereafter in the future during the Term.

"Agreement" shall have the meaning set forth on the first page hereof.

"Announcements" shall have the meaning set forth in Section 6.C. of this Agreement.

"Appearances" shall have the meaning set forth in Section 6.G. of this Agreement.

"Applicable Laws" shall mean regulations, governmental rules and standards (including those guidelines, codes and standards of any applicable recognized self-regulatory body or industry association.

"Campeones Cup" shall mean the annual match played between the preceding calendar year's MLS Cup winner and the current calendar year's LigaMX Campeón de Campeones Cup winner.

"Claim" or **"Claims"** shall have the meaning set forth in Section 8.A. of this Agreement.

"Club" shall mean the Real Salt Lake, a Division 1 outdoor professional soccer club in MLS.

"Club Marks" shall mean the official trade names, trademarks, service marks, logos, symbols, mascots or other copyrighted or proprietary identifications (whether registered or not), if any, of Club, as may be developed by, or on behalf of, Club, and/or other trademarks or copyrights owned and/or used by MLS and Licensor, but specifically excluding the MLS Marks and the eMLS Marks.

"Club Operator" or **"Licensor"** shall have the meaning set forth on the first page of this Agreement.

"Commercial Sponsors" shall mean all MLS sponsors, MLS suppliers, Club sponsors, Club suppliers or other entities granted a license to use the MLS Marks, eMLS Marks and/or Club Marks or other commercial identification rights in connection with (and approved by) the League.

"Commercial Spots" shall have the meaning set forth in Section 6.E. of this Agreement.

"Digital Platforms" shall mean any and all -owned, -operated and/or -branded digital platforms including, but not limited to official websites, social media platforms (e.g., Twitter, Instagram, Facebook, Pinterest and Tumblr) as well as pages or microsites on platforms such as YouTube.

"Designation(s)" shall have the meaning set forth in Section 2.B. of this Agreement.

"eMLS" shall mean the professional competition organized by MLS and/or SUM, and all related events thereto, in connection with the EA Sports FIFA video game.

"eMLS Marks" shall mean the official trade names, trademarks, service marks, symbols, mascots or other copyrighted or proprietary identifications (whether registered or not), if any, of Club's eMLS player/team, as may be developed by, or on behalf of, Club's eMLS player/team, and/or other trademarks or copyrights owned and/or used by eMLS (whether or not with respect to Club's eMLS player/team).

"Event of Force Majeure" shall have the meaning set forth in Section 12.I.i. of this Agreement.

"Games" shall mean regular season and postseason games played by the first team of Club. Games, whether or not they include Club, shall explicitly exclude (i) March to Soccer, MLS Rivalry Week, the MLS All-Star Game, MLS Cup, Generation adidas, Campeones Cup, eMLS events, and any other special events associated with or controlled by MLS (ii) any tournaments or international games promoted by MLS or SUM, (iii) any "friendly" or exhibition games played between Club and an international team promoted by Club, MLS or SUM, and (iv) any tournaments promoted or organized by the U.S. Soccer Federation, Canadian Soccer Association, CONCACAF, CONMEBOL or FIFA.

“Home Games” shall mean Games played by the Club at the Stadium.

“Indemnified Party” shall have the meaning set forth in Section 8.C. of this Agreement.

“Indemnifying Party” shall have the meaning set forth in Section 8.C. of this Agreement.

“League Rules” shall mean, collectively, (i) the MLS LLC Agreement, (ii) the MLS Operating Agreement and any other agreement between any club operator and any MLS entity, (iii) the MLS Constitution, (iv) the Collective Bargaining Agreement, (v) the Group Licensing Agreement; (vi) the MLS/SUM Rights Agreement, (vii) the SUM LLC Agreement, (viii) each of the rules, regulations, memoranda, resolutions, policies, procedures, interpretations and directives of the MLS Board of Governors or the Commissioner, (ix) each of the rules, regulations, memoranda, resolutions, policies, procedures, interpretations and directives of the SUM Board of Governors or the chief executive officer of SUM, (x) all agreements between MLS and any player, and (xi) any other agreements and arrangements to which MLS or SUM is (or after the date hereof may become) subject or by which MLS or SUM or the assets of either of them are (or after the date hereof may become) bound, in each case, as they may be adopted, amended or modified from time to time, and including any interpretation thereof or thereunder by the MLS Commissioner or the chief executive officer of SUM, as applicable.

“Local Game Broadcasts” shall mean the local television and/or radio broadcast of the Games within the Territory, specifically excluding any National Game Broadcasts.

“Loss” or “Losses” shall have the meaning set forth in Section 8.A. of this Agreement.

“MLS” or “League” shall mean Major League Soccer, L.L.C., the Division 1 outdoor professional soccer league organized and promoted in the United States and Canada.

“MLS Canada” shall mean MLS Canada L.P.

“MLS Indemnified Parties” shall have the meaning set forth in Section 8.A. of this Agreement

“MLS Marks” shall mean the official trade names, trademarks, service marks, logos, symbols, mascots or other copyrighted or proprietary identifications (whether registered or not), if any, of the League or any MLS club (other than Club) as may be developed by, or on behalf of, MLS or the applicable MLS club, and/or other trademarks or copyrights owned and/or used by MLS, but specifically excluding the eMLS Marks.

“MLS Work Stoppage” shall have the meaning set forth in Section 12.I.ii. of this Agreement.

“National Game Broadcasts” shall mean the national television and/or radio broadcast of the Games by any MLS U.S. or Canadian national broadcast partner.

“Official Premium Supplier” shall mean a company that has been granted a license by MLS to produce Premiums with the Club Marks.

“Pass-Through Rights” shall mean the inclusion of Third-Party Marks by Sponsor on or in connection with Advertising Materials (e.g., if such third-party is a retailer of Sponsor’s Products/Services/Retail Operations) as approved by Licensor in accordance with Section 2.C. of this Agreement.

“Player Likenesses” shall mean, collectively, the names, nicknames, numbers, pictures, or images (whether still, motion, video, digital, or television), voices, signatures, facsimile signatures, caricatures, reputation, goodwill, persona, any aspect of the right of privacy, personality or publicity or other likenesses of MLS players.

“Premiums” shall mean those items of merchandise that: (a) bear Sponsor Marks together with any of the Club Marks; and (b) are given away free of charge or sold at a subsidized price for promotional purposes or advertising of Sponsor’s Products/Services/Retail Operations.

“Print Advertising” shall have the meaning set forth in Section 6.F. of this Agreement.

“Products/Services/Retail Operations” shall mean the products, services or retail operations sold, provided or operated by Sponsor that fall within the Sponsor Commercial Category.

“Promotions” shall have the meaning set forth in Section 6.H. of this Agreement.

“Rights” shall mean all rights and benefits granted to the Sponsor pursuant to this Agreement.

“Rule of Four” shall have the meaning set forth in Section 4.A. of this Agreement.

“Signs” shall have the meaning set forth in Section 6.C. of this Agreement.

“Sponsor” shall have the meaning set forth on the first page of this Agreement.

“Sponsor Commercial Category” shall have the meaning set forth on the first page of this Agreement.

“Sponsor Marks” shall mean any trade names, trademarks, service marks, logos, symbols, or other copyrighted or proprietary identifications (whether registered or not) of Sponsor or Sponsor’s Products/Services/Retail Operations.

“Sponsor Materials” shall have the meaning set forth in Section 6.A. of this Agreement.

“Sponsor Parties” shall have the meaning set forth in Section 9.A. of this Agreement.

“Sponsor Representative” shall have the meaning set forth on the first page of this Agreement.

“Stadium” shall mean the facility at which the Club plays its Home Games.

“Style Guide” shall mean the manual or digital asset management system which sets forth the graphic standards for the Club Marks, as may be amended from time to time by the League.

“SUM” shall mean Soccer United Marketing, LLC and its subsidiaries.

“Term” shall have the meaning set forth in Section 10.A. of this Agreement.

“Term Sheet” shall mean all material terms and conditions agreed to by and between Licensor and Sponsor as set forth in the attached Exhibit(s) and made a part hereof this Agreement.

“Territory” shall mean the geographic area that is within seventy-five (75) miles of the Stadium with the sole exception of the Internet, which is inherently worldwide; provided that any use of the Advertising Materials and/or exercise of any other Rights granted to Sponsor herein via the Internet must be targeted to consumers in the Territory.

“Third-Party Marks” shall mean the applicable trade names, trademarks, service marks, logos, symbols, or other copyrighted or proprietary identifiers of a third-party, as approved by Licensor in accordance with Section 2.C. of this Agreement.

“Tickets” shall have the meaning set forth in Section 6.D. of this Agreement.

“Unavailable Benefits” shall have the meaning set forth in Section 10.G. of this Agreement.

2. **GRANT OF RIGHTS.** Licensor hereby grants to Sponsor for the Term of this Agreement, and Sponsor hereby accepts, the non-exclusive (except as otherwise set forth herein), non-transferable, non-sublicensable limited right to exploit the Rights set forth in the Term Sheet in connection with the Club, Games and Local Game Broadcasts (if applicable).

A. **Club Marks.**

i. Subject to the terms of this Agreement, Licensor hereby grants to Sponsor for the Term of this Agreement and Sponsor hereby accepts, the non-exclusive (except as otherwise set forth herein), non-transferable, non-sublicensable and limited right to use the Club Marks in the Territory solely in Advertising Materials. Use of the Club Marks must at all times comply with the requirements set forth in Section 3 and the Style Guide.

ii. Section 2.A.i shall be limited as follows:

a. Sponsor shall not have the right to manufacture, distribute and/or sell any products or merchandise (or on the packaging of any products or merchandise) bearing the Club Marks. This prohibition does not apply to Premiums, but, rather, is intended to prohibit the creation of Club-branded licensed products or merchandise.

b. Sponsor shall not have the right to sublicense its right to use the Club Marks.

B. **Designations.** Sponsor shall have the right to describe itself using the designations, if any, set forth in the Term Sheet (collectively, the “Designations”). Sponsor acknowledges and agrees that, without the prior written approval of Licensor, Sponsor shall not use any other Designations in connection with Club, League or any other club in the League.

C. **Pass-Through Rights to Third-Parties.** If pre-approved in writing by Licensor, Sponsor may exercise Pass-Through Rights in accordance with the following terms:

i. Sponsor’s plan to exercise Pass-Through Rights must be submitted to Licensor for prior written approval. Such plan must include all relevant terms and conditions, including, but not limited to, the timing, promotional offering, and proposed third-party.

ii. Licensor may approve or disapprove the exercise of Pass-Through Rights in its sole and absolute discretion and on a case-by-case basis.

iii. In any event, no exercise of Pass-Through Rights may include a third-party that is in competition with a current exclusive Commercial Sponsor and such Commercial Sponsor’s commercial category.

iv. Sponsor may not “pass-through” any other Rights, except for Tickets (if applicable).

v. Once Licensor approves the exercise of Pass-Through Rights, Sponsor shall submit any and all Advertising Materials for approval by Licensor in its sole discretion on a case-by-case basis.

vi. As a general rule, the use of Advertising Materials in connection with Pass-Through Rights shall adhere to the following:

a. The prominence of Third-Party Marks in type, logo and placement shall be no greater than the prominence of Sponsor Marks. In addition, the Third-Party Marks will not be used in a manner that implies a direct relationship between the third-party and Club.

b. Promotional significance of third-party incorporation must be valid and apparent. Third-Party Marks (including but not limited to distributors, suppliers, member institutions, and subsidiaries) must be justified and directly relevant to the promotion, distribution or sales of Sponsor’s Products/Services/Retail Operations.

c. All Advertising Materials that include any Third-Party Marks must also include Sponsor Marks and its Designation(s) (e.g., “Official Sponsor of Club”), if any.

vii. Licensor will not be held liable for any Claims or Losses as and when incurred arising out of, incident to or in relation to any third-party’s exercise of Pass-Through Rights as permitted hereunder.

D. **Premiums.** If granted in the Term Sheet, Sponsor shall have the right to use the Club Marks on Premiums in the Territory in accordance with Section 3 of this Agreement.

E. **Limitations to Exclusivity.** To the extent Sponsor is granted exclusivity in the Sponsor Commercial Category, Sponsor acknowledges and agrees that the following limitations to such exclusivity shall not constitute a violation of Sponsor’s exclusivity under this Agreement:

i. Advertising Inventory. Unless otherwise specifically set forth in the Term Sheet, Licensor's or Club's broadcast partners may sell television, radio, Digital Platform, and Print Advertising inventory to competitors in the Sponsor Commercial Category without violating applicable Sponsor's exclusivity, if any, so long as Licensor does not grant any right to use the Club Marks to such competitor (except as set forth in Section 2.E.ii. below).

ii. MLS Commercial Sponsors. MLS has the right to enter into a League sponsor agreement with a third-party in the Sponsor Commercial Category. As part of such League sponsor agreement, MLS may grant rights to collective use of the marks of MLS clubs including the Club Marks as well as rights to Player Likenesses, including Club players. In addition, MLS may grant its MLS Commercial Sponsors the right to pass-through sponsorship rights to third-party retailers (e.g., mass merchant, grocery, convenience, drug stores, big box, soccer specialty stores, etc.), including a third-party in the Sponsor Commercial Category.

iii. National Game Broadcasts. If League has a MLS Commercial Sponsor in the Sponsor Commercial Category, then during National Game Broadcasts (a) Sponsor may not receive any rights in the field-of-play (e.g., those areas typically seen within television camera-view such as field boards, Stadium's field-level retaining wall, sideline areas, etc.) and (b) MLS Commercial Sponsor in the Sponsor Commercial Category may receive exclusive rights in the field-of-play.

iv. Stadium Signage. Sponsor acknowledges and agrees that Licensor does not control all signage and other rights at the Stadium, and the existence of signage and other rights at the Stadium of a competitor in the Sponsor Commercial Category (so long as such rights shall have been granted by the entity that controls the signage and other rights at the Stadium and not by Licensor) shall not constitute a violation of Sponsor's exclusivity under this Agreement.

F. All Other Rights Reserved. Any and all rights not specifically granted to Sponsor hereunder are reserved by Licensor. Without limiting the generality of the foregoing, any and all Advertising Materials in furtherance of or in connection with this Agreement, in any manner and in any medium, whether or not adopted or utilized by Sponsor in the exercise of its Rights, shall be the sole and exclusive property of Licensor, as the case may be.

3. SPONSOR'S USE OF CLUB MARKS. To the extent Sponsor is granted any right to utilize the Club Marks as set forth in Section 2.A. of this Agreement, such rights shall be subject to the following terms, conditions and procedures:

A. Conditions to Use of Club Marks.

i. Proprietary Symbols. All uses of the Club Marks by Sponsor shall contain appropriate legends, markings and/or notices (including appropriate copyright and/or trademark designation) as required by Licensor in the Style Guide or otherwise, to give appropriate notice to the

consuming public of MLS's right, title and interest in or to the Club Marks.

ii. Rights to Club Marks. Sponsor shall not acquire any proprietary or other right, title or interest in or to the Club Marks, any mark containing the Club Marks or any goodwill associated with the Club Marks. Any use of the Club Marks by Sponsor will inure to the benefit of Licensor and MLS and Sponsor is aware that the Club Marks have acquired a secondary meaning in the mind of the purchasing public. Without limiting the generality of the foregoing, the Sponsor agrees that should the Sponsor create any Advertising Materials, Premiums, Promotions, Signs, Announcements, Commercial Spots, Print Advertising or other proprietary elements incorporating the Club Marks in connection with the exercise of any Rights, the same shall belong solely to Licensor to the extent that the foregoing include any Club Marks. At the request of Licensor, the Sponsor shall execute and deliver to Licensor, any documents or instruments required to implement or give full effect to the foregoing provision.

B. Quality Control.

i. General. All materials bearing the Club Marks shall be high-quality (as reasonably determined by Licensor) and the nature, quality and manner of manufacture and distribution of all materials bearing the Club Marks, as well as all other uses of Club Marks by Sponsor permitted hereunder, shall be subject to the control and prior approval of Licensor, which, subject to Section 3.C.i., shall not be unreasonably withheld or delayed.

ii. Submission of Design/Samples. Prior to the production of any items bearing any of the Club Marks, Sponsor shall, at its own cost and expense, submit to Licensor for approval all final designs and specifications of any such items. All use of the Club Marks shall conform to the provisions of this Agreement and the Style Guide at all times.

iii. Approval. Licensor shall notify Sponsor of its approval or rejection of any submission for approval within ten (10) business days following receipt of any such submission. In the event that any item submitted to Licensor shall not have been approved, disapproved or otherwise commented upon within ten (10) business days after receipt thereof by Licensor, then Sponsor shall have the right to so notify Licensor of such fact in writing. In the event that Licensor fails to then approve, disapprove or otherwise comment upon the submissions within five (5) business days after receipt by it of such notification, any items so submitted by Sponsor shall be deemed to have been approved.

iv. Withdrawal of Approval. Licensor shall have the right, in its sole and absolute discretion, to withdraw approval with respect to any item bearing the Club Marks that were previously approved if the quality of such item ceases to be acceptable to Licensor due to deviation from such previously approved samples or upon the happening of some event which compromises or reflects unfavorably upon the good name, goodwill, reputation and/or image of Club or League or any of their respective Affiliates or which might jeopardize or limit MLS's right, title or interest in or to the

Club Marks. If at any time approval with respect to an item is withdrawn as provided in the immediately preceding sentence, Sponsor shall immediately cease all use of the Club Marks on or in connection with such item and shall remove such item from public sale and distribution.

v. Additional Samples. Upon request of Licensor or MLS, Sponsor shall provide, at no cost to Licensor or MLS, a reasonable number of specimens of such items for Licensor's or MLS's use or for the purpose of obtaining trademark or other property right protection of the Club Marks.

C. Premiums. Sponsor may distribute Premiums only in accordance with the provisions set forth below.

i. Approval by Licensor. The type of Premiums to be distributed by Sponsor must be approved in writing in advance by Licensor. Licensor shall have the right to withhold its approval of such Premiums in its sole and absolute discretion.

ii. Premium Production. Any Premiums to be distributed by Sponsor must be produced by an Official Premium Supplier. To the extent that no Official Premium Supplier is able to meet Sponsor's reasonable specifications (which shall be required of all other potential manufacturers) as to the type, quantity or delivery time of such Premium, then Sponsor may order such Premium from an outside manufacturer provided such outside manufacturer executes a one-time license agreement with MLS. With respect to any apparel Premiums, Sponsor shall have the obligation to consider a bid from adidas on such Premiums, but shall have no obligation to accept adidas' bid. However, in no case may Sponsor grant the right to an adidas competitor to produce an apparel Premium.

iii. Limitations. In order to ensure that the promotion of the Sponsor's Products/Services/Retail Operations is the exclusive purpose of Sponsor's use of Premiums, the Premiums shall be given away or sold only in close connection with the sale or promotion of Sponsor's Products/Services/Retail Operations, subject to Licensor's approval on a case-by-case basis.

D. MLS Warranty. MLS agrees that it will not introduce into the Style Guide any Club Mark against which MLS knows of a bona fide infringement claim. Other than as set forth in Section 11, neither MLS nor Licensor makes any agreements, covenants, representations or warranties relating to the Club Marks.

E. Approval of Items Not Bearing Club Marks. Licensor shall also have the right to approve all items distributed or displayed at Home Games that do not bear the Club Marks. A sample or rendering of each such item shall be submitted to Licensor at Sponsor's cost or expense. Such approval shall be granted or denied as set forth in Section 3.B.

4. SPONSOR'S USE OF PLAYER LIKENESSES.

If Sponsor is granted the right to use any Player Likenesses, and with prior written approval, each such use shall be subject to the following terms and conditions:

A. Rule of Four. Subject to the Collective Bargaining Agreement and/or the Group Licensing Agreement negotiated between MLS and the Major League Soccer Players Union (as may be modified or amended), any use of Player Likenesses must include a minimum of four (4) athletes used both equally and collectively (the "Rule of Four"). Under the Rule of Four, Sponsor shall have the right to use Player Likenesses of approved Club players in the Territory provided that the photograph(s), rendering, or video footage includes either (i) a group of four (4) or more Club players, in uniform, appearing together, or (ii) a Club player's Player Likeness appearing with three (3) or more other Club Player Likenesses, all in uniform, as part of a series, set, collectible or as part of a sequential product (e.g., trading cards, posters, pins, etc.) all with equal representation, in any given application.

If fewer than four (4) Club players are used, Sponsor will be responsible for securing the rights to use each individual Player Likeness. Sponsor must provide documentation to League that it has secured such rights.

However, if a Club player has an endorsement agreement with a conflicting sponsor, Sponsor may only use such Club player's Player Likeness in groups of ten (10) or more Club players, in uniform, or with nine (9) or more other players, in uniform, if used as part of a sequential product.

B. Player Likeness Rule Exceptions. Certain Club players may have additional limitations on the use of their Player Likenesses. When such a Club player's Player Likeness is proposed to be used under the Agreement, such additional limitations will be discussed and applied as required in the League's absolute and sole discretion.

C. General Rules on Player Likeness Use. When utilizing Player Likenesses, Sponsor must show all players in the current Club uniform, unaltered. All uses of Player Likenesses must be approved in advance by Club.

5. CLUB'S USE OF SPONSOR MARKS.

A. Sponsor hereby grants to Licensor, during the Term, at no charge, the right and license to use the Sponsor Marks in conjunction with advertising, marketing, promotion, and exploitation of Club in any and all forms of media whether now or hereafter developed. Sponsor shall have the right to approve in advance any materials to be used by Licensor displaying Sponsor Marks, such approval not to be unreasonably withheld. Notwithstanding the above, in the event that Licensor uses Sponsor Marks for the sole purpose of acknowledging Sponsor's status as an official sponsor/partner of Club, Licensor shall not have to submit such materials to Sponsor for prior written approval, provided that Licensor adheres to the guidelines regarding use of the Sponsor Marks provided to Licensor by Sponsor. Licensor shall not acquire any proprietary or other right, title or interest in or to the Sponsor Marks or any goodwill associated with Sponsor Marks.

B. Nothing in this Agreement shall preclude the appearance of Sponsor Marks in connection with any Sponsor Material in photographs and video footage

(including, without limitation, Local Game Broadcasts and/or National Game Broadcasts) in perpetuity when used for any reason in any and all forms of media whether now or hereafter developed.

6. OTHER RIGHTS OF SPONSOR. Sponsor shall receive the Rights and assume the obligations set forth in the Term Sheet in the Territory with respect to Club. Such Rights are subject to the provisions of this Agreement and, to the extent not specifically addressed in the Term Sheet, the following:

A. Activation Approvals. The form, content, presentation and exercise of all Rights (including, without limitation, Signs, Announcements, Commercial Spots, Print Advertising, Appearances, Promotions, Digital Platforms, Premiums, or any other Advertising Materials (collectively, “Sponsor Materials”)) shall be subject to: (i) the approval of Licensor; (ii) the League Rules (as applicable); (iii) the rules, regulations and policies governing the operation of or applicable to the Stadium; and (iv) all Applicable Laws having jurisdiction over or applicable to the exercise of any Rights or Sponsor Materials related thereto, in each of (ii), (iii) and (vi) above, as they exist at the time any such Right is exercised. In the event that the approval of Licensor is required pursuant to this Agreement, Licensor agrees to provide notice to the Sponsor of its approval or disapproval in a timely manner pursuant to Section 3. Notwithstanding the foregoing, it shall be the Sponsor’s sole responsibility to ensure that all Sponsor Materials prepared by or on behalf of Sponsor in connection with the exercise of the Rights comply with all Applicable Laws. Licensor’s review of any Sponsor Material is undertaken on the basis that Sponsor has cleared such Sponsor Materials for compliance with Applicable Laws and, as such, Licensor’s review and subsequent approval of any Sponsor Material shall not imply a representation or belief on behalf of Licensor that such Sponsor Material complies with Applicable Laws.

B. Activation Costs. Unless expressly provided to the contrary in the Term Sheet, the Sponsor shall be responsible for all costs associated with the activation of its Rights. Such costs include, but are not limited to, creative and production costs of all Sponsor Materials, labor costs incurred in executing any Rights (including labor costs associated with the installation, removal and maintenance of any Sponsor Material), cleaning or debris removal costs associated with any Premium giveaway, extraordinary utility charges, the cost of food and beverages ordered by the Sponsor at the Stadium in conjunction with the exercise of any Rights (including costs of any in-suite catering) and customary event day operating costs incurred by the Stadium as part of any Stadium use by the Sponsor.

C. On-Site Recognition. If Sponsor is granted any on-site recognition on or within the Stadium, as part of its Rights, such as signs, banners, kiosks, media backdrop, booths, tables or field boards (collectively, “Signs”) or public address, matrix board or other game day announcements (collectively, “Announcements”), (i) subject to the limitations set forth in Section 2.E.iii., such Signs shall be displayed and such Announcements shall be broadcast, published, distributed, displayed and/or communicated only during

Home Games, (ii) the size and location of such Signs and the duration of such Announcements shall be reasonably determined by Licensor in accordance with League Rules, (iii) such Signs shall be furnished at the sole cost and expense of Sponsor and (iv) the design and content of such Signs and Announcements shall require the prior approval of Licensor.

D. Tickets and Other Items. If Sponsor is entitled to receive any tickets (VIP, premium, season, group, block, reserve or other), hospitality, coupons, merchandise or other items; or suite or parking passes (collectively, “Tickets”) as part of its Rights, such Tickets (i) may not be resold, (ii) shall be valid only for Home Games during the Term and (iii) shall be subject to availability (except “season” Tickets or Tickets for specifically designated Home Game dates). The Sponsor agrees to comply with the terms and conditions printed on any Tickets. To the extent Sponsor is entitled to receive any other items from Licensor, (e.g., balls, jerseys or t-shirts, etc.) such items may not be resold. Discount coupons may only be redeemed at Stadium’s box office or by mail properly addressed to Licensor. In addition, all costs and expenses attributable to in-suite catering shall be borne by Sponsor.

E. Commercial Spots. If Sponsor is granted broadcast commercial spots as part of its Rights, including, without limitation, scoreboard and other in-stadium video board spots (collectively, “Commercial Spots”), written copy for such Commercial Spots shall be delivered at least five (5) business days prior to the date of air and shall require the prior approval of Licensor. Unless otherwise specified in the Term Sheet, the duration of each such Commercial Spots shall be limited to thirty seconds (:30). Sponsor shall pay, and be responsible for, all costs and expenses attributable to the production of such Commercial Spots.

F. Print Advertising. If Sponsor is entitled to any print advertising, as part of its Rights, including, without limitation, in flyers, posters, newsletters, Game programs or Club media guides (collectively, “Print Advertising”), on or prior to the date specified by Licensor, Sponsor shall furnish, and pay all costs associated therewith, to Licensor camera ready, black and white (or color, if applicable) artwork for such Print Advertising for Licensor’s prior approval.

G. Appearances. If Sponsor is entitled to Club player/mascot appearances or participation in events or clinics (collectively, “Appearances”) as part of its Rights, such Appearances shall be subject to player/mascot availability, shall not exceed ninety minutes (90:00) in duration and shall be conducted in accordance with the policies and procedures established by Licensor. Licensor shall determine which player(s) shall participate in the Appearances. The payment of all costs and expenses attributable to any Appearance (including, without limitation, reasonable travel expenses) shall be borne by Sponsor unless otherwise set forth in the Term Sheet.

H. Sponsor Activities. If Sponsor is entitled to conduct campaigns, promotions, tournaments, contests, sweepstakes, giveaways or any other activities in conjunction with or related to the Club (collectively, “Promotions”) as part of its Rights, such Promotions shall require the prior written approval of the Licensor and all costs and expenses

attributable thereto shall be borne by Sponsor. For contests and sweepstakes conducted by Sponsor, such costs and expenses may include legal fees to review contest or sweepstakes rules and regulations as well as third-party management of such contest or sweepstakes.

I. Digital Platforms. If Sponsor is granted any Rights (i) on or related to the Club's Digital Platforms or (ii) to use Club Marks on Sponsor's Digital Platforms, the activation of any such Rights shall require the prior approval of Licensor and all costs and expenses attributable thereto shall be borne by Sponsor. The exercise of the Rights in connection with Club's and/or Sponsor's Digital Platforms must be promotional in nature and may not include any rights for Sponsor to use any Club content (e.g., Game footage).

J. Miscellaneous. To the extent that Licensor or Sponsor are granted any Rights in the Term Sheet, the date, time, location or other specifics of which are not specified in the Term Sheet, such Rights shall be subject to the provisions of this Agreement and, if not fully addressed in this Agreement, such Rights shall be subject to the mutual agreement of Licensor and Sponsor.

7. CONSIDERATION. Subject to the provisions in Section 10, as consideration for the Rights granted to Sponsor in this Agreement, Sponsor agrees to pay the amounts under the payment terms and to provide the in-kind consideration, if any, to Licensor as set forth on the first page of this Agreement and/or in the Term Sheet. All payments shall be net of all applicable taxes or other deductions. Late payments shall be a material breach of this Agreement and shall be subject to the maximum monthly service charge permitted by law, in addition to all other rights and remedies available to Licensor. In the event goods, merchandise or other items are to be provided by Sponsor, Licensor reserves the right to return any or all defective items within thirty (30) days of receipt thereof for a refund of the full value thereof or for replacement items, at Licensor's option.

8. INDEMNIFICATION.

A. Indemnification by Sponsor. Sponsor shall indemnify, defend and hold harmless Club, Licensor, MLS, MLS Canada, SUM, the Stadium owner, the Stadium operator, and each of their respective operators, owners, officers, directors, elected officials, Affiliates, members, shareholders, agents, representatives and employees ("MLS Indemnified Parties") from any and all threatened or actual third-party claims of any kind based upon any theory of law or liability whatsoever (each a "Claim" and collectively, "Claims"), and all losses, damages, settlements, judgments, investigations, liabilities, charges, costs and expenses (including, without limitation, reasonable legal fees and expenses) (each a "Loss" and collectively, "Losses") as and when incurred arising out of, incident to or in relation to:

- i. the breach of any representation, warranty, term or condition of this Agreement by Sponsor;
- ii. the unauthorized use, or allegation of such use, of the Club Marks by Sponsor;

iii. any infringing use, or allegation of such use, by Licensor of Sponsor Marks (provided that Licensor's use of Sponsor Marks is in accordance with and as permitted under the terms of this Agreement);

iv. any Sponsor Materials (including any Claims of unfair or fraudulent advertising);

v. any alleged defects (design, manufacturing, handling or other) or inherent dangers in Sponsor's Products/Services/Retail Operations or Premiums or the use thereof; or

vi. any negligent act or omission or the willful misconduct of Sponsor, or any of its officers, owners, directors, members, agents, representatives, shareholders, subsidiaries and employees with respect to the subject matter of this Agreement.

B. Indemnification by Licensor. Licensor shall indemnify, defend and hold harmless Sponsor and its officers, directors, members, partners, employees and agents, from and against and in respect of any and all Claims and Losses, as and when incurred arising out, incident to or in relation to:

i. the breach of any representation, warranty, term or condition of this Agreement by Licensor;

ii. the unauthorized use, or allegation of such use, of Sponsor Marks by Licensor or Club;

iii. any infringing use, or allegation of such use, by Sponsor of Club Marks (provided that Sponsor's use of Club Marks is in accordance with and as permitted under the terms of this Agreement); or

iv. any negligent act or omission or the willful misconduct of Licensor and any of its officers, owners, directors, agents, representatives, members, shareholders, subsidiaries and employees with respect to the subject matter of this Agreement.

C. Procedures for Indemnification. The party seeking indemnification under this Agreement ("Indemnified Party") shall give prompt notice to the other party ("Indemnifying Party") of any Claim or Loss for which it intends to seek indemnification. The Indemnifying Party shall have the right to participate in and, at Indemnifying Party's option, to control any defense, compromise, litigation, settlement or other resolution or disposition of such Claim or Loss. In no event shall the Indemnifying Party enter into any settlement of any Claim or Loss that imposes financial obligations or restrictions on the Indemnified Party or constituting an admission of guilt or wrongdoing by the Indemnified Party without the prior written approval of the Indemnified Party.

D. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, ANY CONFIDENTIALITY OBLIGATIONS OR ANY CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR

PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

9. INSURANCE.

A. General Requirements of Sponsor's Insurance. Sponsor shall maintain the following insurance throughout this Agreement, and Sponsor shall cause its Affiliates, subcontractors, vendors, agents and other hired parties ("Sponsor Parties") to comply with these insurance requirements. Sponsor shall provide Acord certificate(s) demonstrating such insurance at least ten (10) days prior to commencement of the operations contemplated in this Agreement and prior to policy expiration. Sponsor waives, and Sponsor shall cause its Sponsor Parties to waive, all subrogation and recovery rights in favor of MLS Indemnified Parties. Additionally, Sponsor's insurance policies shall waive, or be endorsed to waive, rights of recovery by subrogation, regardless of negligence, in favor of the MLS Indemnified Parties and such waivers shall survive the termination and/or expiration of this Agreement. Such policies shall (i) be primary to MLS Indemnified Parties' insurance, and not call for contribution from MLS Indemnified Parties' insurance; (ii) be provided by reputable insurers authorized to do business in the jurisdiction in which this Agreement will be performed, with current AM Best ratings of not less than A- VIII; and (iii) provide limits no less than as indicated, which may be provided through primary and umbrella policies.

B. Insurance Required of All Sponsors.

i. General Liability. Sponsor shall purchase and maintain commercial general liability written on an occurrence basis, and such coverage shall be no less broad than the most recent version of ISO CG 00 01. No amending or exclusionary endorsements material to Sponsor's obligations in this Agreement may be attached. If Premiums, products or merchandise will be provided to third-parties, products / completed operations coverage shall be maintained for three (3) years after the expiration or termination of this Agreement. The MLS Indemnified Parties shall be named as additional insureds for ongoing operations on forms no less broad than CG 20 26 and, if applicable, for completed operations, CG 20 37, and products (CG 20 15 and/or CG 20 35 and/or a manuscript endorsement suitable to the exposures). Limits shall not be less than the following:

\$5,000,000 each occurrence
\$5,000,000 personal/advertising injury
\$5,000,000 products/completed operations aggregate
\$5,000,000 general aggregate per project, location or event.

ii. Workers Compensation & Employers Liability. Sponsor shall purchase and maintain statutory workers' compensation coverage compliant with the jurisdiction in

which this Agreement will be performed, and with any jurisdictions in which workers are residents, or through which they may travel in the course of this Agreement. Employers liability limits shall not be less than the following:

\$1,000,000 each accident
\$1,000,000 by disease-policy limit
\$1,000,000 by disease-each employee

C. Insurance Required of Certain Sponsors. Any other applicable insurance requirements are set forth in Exhibit B attached hereto.

D. Additional Insured. Sponsor's General Liability, Automobile (if required) and Liquor Liability (if required) policies shall include MLS Indemnified Parties as additional insureds.

E. Certificates of Insurance. In addition to the coverages required through this section, Sponsor's certificates shall state that the insurance is primary and noncontributory to any insurance of the MLS Indemnified Parties, the additional insured status of the MLS Indemnified Parties and that the Licensor shall be given thirty (30) days' notice of cancellation.

10. TERM, TERMINATION, BREACH.

A. Term. This Agreement shall become effective as of the date and year first written above and shall remain in effect through the end date as set forth on the first page of this Agreement ("Term"), unless sooner terminated pursuant to the provisions of this Agreement.

B. Termination.

i. Breach. If either party or any officer, employee, agent, representative, sublicensee or manufacturer of either party materially breaches any of its obligations under this Agreement or under any other agreement with the other party, and if such breach is not cured by the breaching party before the earlier of (x) fifteen (15) days after the non-breaching party sends written notice of such breach to the breaching party and (y) with respect to the breach of an agreement other than this Agreement, the applicable grace period under such other agreement, then the non-breaching party shall have the right to terminate this Agreement effective immediately.

ii. Bankruptcy. Either party may terminate this Agreement effective immediately upon the occurrence of one or more of the following events with respect to the other: (x) there is a cessation of operations or the institution against such party of a bankruptcy proceeding, dissolution, liquidation or the appointment of a trustee or a receiver or (y) such party makes an assignment for the benefit of creditors or admits in writing that it is unable to pay its debts as they become due.

iii. Termination by Licensor. Notwithstanding anything to the contrary in Section 10.B.i., in the event that Licensor enters into a (i) Stadium naming rights agreement or

(ii) Club jersey sponsorship agreement with any entity other than Sponsor in the Sponsor Commercial Category then Licensor shall have the right to terminate this Agreement by giving a thirty (30) days written notice to Sponsor. In the event of such termination, Licensor shall reimburse Sponsor the consideration paid in advance by Sponsor, if any, for the value of Sponsor's undelivered Rights. This reimbursement of consideration shall be Sponsor's sole and exclusive remedy for such termination.

C. Termination by League. In the event that League (i) enters into an exclusive global or national sponsorship agreement (including exclusive League and Club rights) at any time before the end of the Term of this Agreement with any entity other than Sponsor in the Sponsor Commercial Category or (ii) League does not release the Sponsor Commercial Category for Club sponsorship sale then MLS and/or Licensor shall have the right to terminate this Agreement either (x) upon expiration of the current League season, or (y) immediately if prior to the start of the League season. In the event of such termination, Licensor shall reimburse Sponsor the consideration paid in advance by Sponsor, if any, for the value of Sponsor's undelivered Rights. This reimbursement of consideration shall be Sponsor's sole and exclusive remedy for such termination.

D. Effect of Termination. Termination of this Agreement as provided herein shall be without prejudice to any other rights or remedies which the terminating party may have. In the event that Licensor terminates this Agreement, all Rights granted to Sponsor hereunder shall immediately revert to Licensor and Sponsor shall immediately and permanently cease all use of the Club Marks.

E. League Approval. Sponsor acknowledges that Licensor will submit this Agreement for review by MLS, and agrees that all of Licensor's obligations to Sponsor under this Agreement are subject to and conditioned upon MLS's written acceptance and approval of this Agreement in accordance with the provisions set forth below.

i. As a condition to such MLS approval, the League may require certain language relating to the League, including but not limited to ownership of MLS Marks, eMLS Marks or Club Marks, use of Game footage, and subservience to League Rules, be included in this Agreement. Sponsor agrees that so long as such language is generally applicable to sponsorship rights granted by clubs that are members of the League or otherwise does not materially adversely affect the rights and obligations of Sponsor as compared to other Commercial Sponsors set forth herein, this Agreement shall be amended to include such language.

ii. In the event Licensor is unable to obtain written acceptance and approval from MLS, Licensor may terminate this Agreement by giving written notice of termination to Sponsor, which termination shall be effective upon the giving of such notice. If, by the end of ninety (90) days following the date of execution of this Agreement by both parties, Licensor has neither notified Sponsor that MLS has accepted and approved this Agreement nor provided notice of termination, Sponsor may submit a written notice of termination to Licensor, which termination shall be

effective fourteen (14) days after Licensor's receipt of such notice unless, prior to the effective date of termination, Licensor notifies Sponsor that it has received MLS's acceptance and approval of this Agreement, in which case the termination will not be effective and the Agreement will remain effective and in force. In the event the Agreement is terminated by either party pursuant to this provision, Licensor will refund to Sponsor any amounts previously paid by Sponsor to Licensor pursuant to this Agreement; provided, however, that Licensor shall be entitled to retain the value of services already provided or other performance of its obligations under the Agreement by Licensor up to and including the date of termination.

F. Equitable Relief. Each party acknowledges and agrees that in the event of a breach or threatened breach by the other party of any provision in this Agreement relating to the Club Marks or Sponsor Marks, as applicable, the damage to the non-breaching party may be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate and, accordingly, the non-breaching party shall be entitled to seek injunctive relief against the breaching party in such event in addition to any other relief (including damages) available to the non-breaching party.

G. Make-Goods. Except as set forth in Section 12.L, in the event that Licensor's compliance with any provision or provisions of this Agreement is prohibited, limited or otherwise restricted under the terms of any other agreement, including without limitation, any broadcast agreement or any agreement in respect of the Stadium or to the extent that it may become impossible, undesirable or impracticable for Licensor to provide one or more benefits hereunder in accordance herewith ("Unavailable Benefits"), Licensor shall not be required to comply with such provision or provisions of this Agreement or otherwise provide such Unavailable Benefits and such noncompliance/failure shall not be deemed to be a breach of this Agreement by Licensor. However, with respect to any such Unavailable Benefit, the parties will consult in good faith regarding a substitute benefit having promotional value not materially less than that of the Unavailable Benefit (such value to be determined by good faith negotiation and agreement by the parties).

11. REPRESENTATIONS AND WARRANTIES.

Each party hereto represents and warrants to the other as follows:

A. It has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

B. Its execution and delivery of and its performance under this Agreement have been duly authorized by all necessary corporate, limited liability company or other action (as applicable), and, to its knowledge, have not, do not and will not materially conflict with, violate, result in a breach or default of or otherwise materially adversely affect any rights of any third person or entity, whether now existing or hereafter arising or occurring.

C. This Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

D. No litigation or pending or, to its knowledge, threatened claims or litigation exist which do or would reasonably be expected to materially adversely affect its ability to fully perform its obligations hereunder.

E. The exercise of the Rights pursuant to this Agreement shall be subject to all Applicable Laws, regulations and decrees in the countries within which such Rights are to be exercised (including, without limitation, all applicable local, state, regional and national laws). All uses of the Club Marks by Sponsor shall comply with all Applicable Laws.

F. It has or shall obtain all licenses, agreements, permits, waivers, releases, registrations, approvals and/or authorizations required in connection with this Agreement and that such licenses, agreements, permits, waivers, releases, registrations, approvals and/or authorizations will be valid and sufficient for the performance of its obligations hereunder.

G. The non-owning party's use of the Club Marks or Sponsor Marks, as applicable, as approved by the granting party, will not infringe or violate the rights of any third-party and will not give rise to any payment obligation on the part of the using party to any third-party.

12. MISCELLANEOUS.

A. League Rules. This Agreement and all Rights granted to Sponsor under this Agreement are subject and subordinate to and limited by the League Rules as they may exist from time to time. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any League Rule, such League Rule shall govern.

B. Collective Bargaining Agreement/Group License Agreement. The Rights granted to Sponsor in this Agreement including the Term Sheet are subject to the terms and conditions of the Collective Bargaining Agreement and the Group Licensing Agreement between MLS and the Major League Soccer Players Union.

C. Survival. The provisions of Sections 3.A.ii., 5.B., 8, 9, 10.E., 12.C., 12.F., 12.K and 12.L. of this Agreement shall survive expiration or earlier termination of this Agreement.

D. Conflict. In the event that any provisions of this Agreement contradict, modify, supplement or are otherwise different from any provisions in the Term Sheet, the provisions of this Agreement shall govern and shall modify, supplement and supersede such provisions in the Term Sheet in every such instance unless this Agreement specifically provides otherwise.

E. Assignment; Successors and Assigns; Amendment. Except to an Affiliate that conducts Sponsor's Products/Services/Retail Operations, is at least as creditworthy as Sponsor and agrees in writing to be bound by the terms hereof, Sponsor shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily, involuntarily by change of control or by operation of law, any

rights or obligations under this Agreement, without the prior written consent of Licensor. Licensor may assign, including without limitation to MLS or SUM, any rights or obligations under this Agreement without the prior written consent of Sponsor. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement may not be amended, modified or supplemented except by a written instrument duly executed by each of Licensor, Sponsor and MLS.

F. Confidentiality. Except as required by law or upon mutual agreement of the parties, neither party shall publicly disclose or publicize in any manner any of the specific terms of this Agreement at any time.

G. No Joint Venture or Partnership. This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Licensor and Sponsor or between League and Sponsor.

H. Severability; Waiver. If any provisions of this Agreement or any portions thereof are invalid, illegal or unenforceable, the other provisions of this Agreement or portions thereof shall remain in full force and effect. Any failure of Licensor or Sponsor to comply with any provision of this Agreement may only be waived expressly in a written instrument duly executed by each of Licensor and Sponsor.

I. Force Majeure.

i. None of the parties shall be in breach of this Agreement if the performance by that party of any of its obligations hereunder is prevented or pre-empted because of acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, strikes or labor disputes (other than MLS Work Stoppages except as contemplated in Section 12.L.ii below) or any cause beyond the party's reasonable control (each, an "Event of Force Majeure"), for such period of time as such event continues, provided that the party prevented from performing uses all reasonable efforts to perform such obligation once such event has ceased. However, in no event shall any act or omission by or on the part of any party, or any inability on the part of any party hereunder to pay any amount owing hereunder, constitute or be deemed to be considered any event beyond the reasonable control of such party.

ii. In the event of a strike by the Major League Soccer Players Union or a lockout of the MLS players by MLS (in either case an "MLS Work Stoppage"), that causes the pre-emption of one (1) or more Games, all obligations of the parties hereunder shall continue; when the MLS Work Stoppage has ceased, in order to make up for any of the Sponsor's Rights related to the Club under the Agreement that could not be exercised by the Sponsor as a result of the cancellation of Games due to the MLS Work Stoppage, the Sponsor and Licensor shall negotiate in good faith for an Unavailable Benefit in accordance with Section 10.G to reach a mutually satisfactory arrangement of comparable value by

means of rescheduling, substitution, alternative performance, or similar means.

J. Selection Process. Sponsor acknowledges that its selection to enter into a relationship with Licensor is not based on the results of any quality comparison between Sponsor's Products/Services/Retail Operations and other competitive products/services/retail operations. Sponsor agrees that it shall not represent otherwise.

K. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

L. Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any rights arising out of, this Agreement may be brought against either of the parties in the exclusive jurisdiction of the state and federal courts located in Salt Lake, Utah,, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

M. Notices. All notices, approvals, consents and/or payments to the Licensor shall be in writing and given by (i) personal service (which, for the purposes hereof, shall include courier/overnight delivery) or (ii) by certified mail to:

Real Salt Lake
9256 South State Street
Sandy, UT 84070
Attention: President/General Manager

With a copy to:
Major League Soccer, L.L.C.

420 Fifth Avenue, 7th Floor
New York, New York 10018
Attention: Legal Department
Email: Legalnotices@mlssoccer.com

All notices, approvals, and/or consents to be given to Sponsor shall be in writing and be given by (i) personal service (which, for the purposes hereof, shall include courier/overnight delivery) or (ii) by certified mail to the Sponsor Representative set forth on the first page of this Agreement.

N. Counterparts. This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. PDF or facsimile signatures shall have the same effect as original signatures.

O. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and the provisions hereof supersede, and may not be contradicted, modified or supplemented by, evidence of any prior or contemporaneous agreements or understandings relating to the same subject matter, whether written or oral.

P. Headings. The headings of the sections of this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement.

EXHIBIT A

Term Sheet

Community Appearances

- Two (2) 1-hour long player appearances (cannot guarantee any one player)
- Two (2) 1-hour long Mascot appearances

Digital Billboard Signage

Exterior Southbound State Street Marquee

- One (1) fifteen second (:15) spot per minute

Game Day

Title Night regular season game

- VIP experience with reception and on-field seating for fifty (50) attendees

Merchandise

- Fifty (50) Adult jerseys for attendee memorabilia

Digital Signage

In-Stadium LED Signage

- Three Minutes (3) Upper LED Ribbon Boards
- Five (5) Minute Rotation Per Game on South Videoboard

Radio

- Broadway Media Package – Run of Schedule on all Stations
 - X96, The Eagle 101.5, u92, Rewind 100.7, espn700, espn960, Mix 105.1

Tickets

Eight (8) season tickets

- Four (4) seats in Section 17, Row Q, Seats 21 - 24
- Four (4) seats in Section 17, Row K, Seats 10 – 13

Creative Development

- Real Salt Lake will produce all of the creative, including radio spots, digital billboards, and in-stadium LED and south videoboard

EXHIBIT B

1. **Automobile.** If at any time during this Agreement Sponsor or any Sponsor Parties shall have or operate on or in the vicinity of any MLS Indemnified Parties' property any automobile, truck or vehicle, Sponsor shall purchase or cause to be purchased and maintain automobile liability covering all owned (if any), non-owned and hired automobiles. Coverage shall be no less broad than as provided under symbol 1, or if Sponsor does not own autos symbols 8 and 9. The MLS Indemnified Parties shall be named as additional insureds. The limit shall not be less than the following:

- \$5,000,000 each accident

2. **Media Liability.** If at any time during this Agreement Sponsor is granted the right to produce signage, commercials or any other type of market place advertising, Sponsor shall purchase and maintain media liability appropriate for the operations contemplated in this Agreement, including but not limited to defamation, invasion of privacy, copyright infringement and plagiarism. If coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of the Agreement; and continuous coverage shall be maintained or an extended discovery period exercised for three (3) years beginning from the time that the Agreement is terminated. Sponsor shall submit either (i) renewal insurance certificates to evidence coverage is being maintained throughout the three (3) year period; or (ii) a three (3) year extended reporting period endorsement. Limits shall not be less than the following:

- \$5,000,000 per claim
- \$5,000,000 annual aggregate

3. **Cyber Liability.** If at any time during this Agreement Sponsor or any of Sponsor Parties is granted the right to collect or transmit personally identifiable information, Sponsor shall purchase or cause to be purchased and maintain cyber liability appropriate for the operations contemplated in this Agreement, including but not limited to the following:

- Personally identifiable or confidential info loss/disclosure
- Federal, state, foreign or local privacy policy/law violation fines and penalties
- Notification, credit monitoring and forensics costs
- Victim's financial loss, general and special damages
- Extortion costs

If coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of the Agreement; and continuous coverage shall be maintained or an extended discovery period exercised for three (3) years beginning from the time that the Agreement is terminated. Limits shall not be less than the following:

- \$5,000,000 per claim
- \$5,000,000 annual aggregate

4. **Liquor Liability.** If at any time during this Agreement Sponsor or any of Sponsor Parties manufactures, distributes, sells, serves or furnishes alcoholic beverages, Sponsor shall purchase or cause to be purchased and maintain liquor liability which shall include MLS Indemnified Parties as additional insureds. The coverage form shall be no less broad than ISO CG 00 33, and no exclusionary endorsements material to Sponsor's obligations may be attached. Limits shall not be less than the following:

- \$5,000,000 each common cause
- \$5,000,000 aggregate

5. **Umbrella / Excess Liability.** In order to satisfy minimum limits required under this Agreement, Sponsor may purchase follow-form umbrella/excess liability coverage.

19-06: Approve a Marketing Agreement Between the...

Item:

Fiscal Impact: \$19,514.01

Funding Source: RDA City Center

Account #: 22-6071-40310

Budget Opening Required: ☐

ISSUE:

We are requesting approval of a Marketing Agreement between the Redevelopment Agency of West Valley City (RDA) and UTAH ROYALS (UR) that will provide a marketing package for 2 years through Billboards, Radio Ads and Stadium Signage for Fairbourne Station and all of the Fairbourne Developments in West Valley City.

SYNOPSIS:

The \$19,514.01 will be broken up in to 2 annual payments and will come from the City Center RDA starting in May 2019. Wasatch is also sponsoring Utah Royals in an equal amount, which will assist the Agency further in promoting the development within the new CRA.

BACKGROUND:

The WVC RDA is intending to build awareness for Fairbourne Station and all the new development that is occurring. UR through Broadway Media will utilize their marketing avenues to get the Fairbourne Station name and location out to the State.

RECOMMENDATION:

The WVC RDA Administrator recommends the WVC RDA Board approve the agreement.

SUBMITTED BY:

Mark Nord, Redevelopment Agency of West Valley City.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF
WEST VALLEY CITY APPROVING A MARKETING
AGREEMENT BETWEEN THE AGENCY AND UTAH
ROYALS FC, LLC.**

WHEREAS, the Redevelopment Agency of West Valley City (hereinafter, the “Agency”) desires to promote the Fairbourne Station brand and increase awareness of economic development opportunities within West Valley City; and

WHEREAS, Utah Royals FC, LLC holds sporting events and other events of interest at which the Agency desires to promote the above objectives; and

WHEREAS, a marketing agreement (the “Agreement”) has been prepared by and between the Agency and Utah Royals FC, LLC setting forth the terms upon which the Agency shall sponsor Utah Royals FC, LLC; and

WHEREAS, the Board of Directors of the West Valley City Redevelopment Agency does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and in behalf of the Agency, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED and APPROVED this _____ day of _____, 2019.

REDEVELOPMENT AGENCY
OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY



UTAH ROYALS, FC
9256 SOUTH STATE STREET
SANDY, UTAH, 84070
(p)801-727-2701



2019 SPONSOR AGREEMENT

This document, dated 2018, serves as a local sponsor agreement ("Agreement") for the Utah Royals FC ("Team") of the National Women's Soccer League (the "League") by and between Utah Royals FC, LLC ("Team Operator" or "Licensor") and the person/entity named below ("Sponsor"):

Sponsor:

Sponsor's Commercial Category (specific product/services/retail operations):

Term (Start & End Dates):

Amount of Consideration (monetary and/or trade):

Fee: Fee:

Sponsor Representative:

Sponsor's Address:

Telephone: E-Mail:

Sponsor Representative:

Sponsor's Address:

Telephone: E-Mail:

SPONSORSHIP SCHEDULE

Fairbourne Station

Anita Lockhart

3550 Market Street

West Valley City, Utah 84119

anital@netwasatch.com

Investment: \$9,757.00

Year One 2019 Season	\$9,757.00
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On or before April 1, 2019	\$4,878.50
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On or before October 1, 2019	\$4,878.50
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Year Two 2020 Season	\$9,757.00
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On or before April 1, 2019	\$4,878.50
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On or before October 1, 2019	\$4,878.50
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Fairbourne Plaza

Mark Nord

3600 South Constitution Boulevard

West Valley City, Utah 84119

Mark.nord@wvc-ut.gov

Investment: \$9,757.00

Year One 2019 Season	\$9,757.00
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On or before April 1, 2019	\$4,878.50
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On or before October 1, 2019	\$4,878.50
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Year Two 2020 Season	\$9,757.00
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On or before April 1, 2019	\$4,878.50
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On or before October 1, 2019	\$4,878.50
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Sponsor shall receive the inventory outlined below at an automatic additional fee of 5% per playoff home game for the following schedule:

2019 Playoff fees (Invoiced per home game): \$975.70

2020 Playoff fees (Invoiced per home game): \$975.70

Playoff Fees will be due on or before 30 days after each home game.

All terms are net payments.

By signing below, Licensor and Sponsor agree that this Agreement (including all exhibits attached hereto) constitutes the entire agreement of the parties and the provisions hereof supersede, and may not be contradicted, modified, or supplemented by, evidence of any prior or contemporaneous agreements or understandings relating to the same subject matter, whether written or oral.

UTAH ROYALS FC, LLC:

Agreed By: _____ Date: _____

Print Name: _____ Title: _____

SPONSOR:

Agreed By: _____ Date: _____

Print Name: _____ Title: _____

SPONSOR:

Agreed By: _____ Date: _____

Print Name: _____ Title: _____

1. **Term** – The term of this Agreement (the “**Term**”) will commence upon the execution of this Agreement by both parties and, unless sooner terminated according to the terms and conditions of this Agreement, will continue as set forth above.
2. **Sponsorship Elements** – In consideration for payment of the Fee, as defined in Section 3, Sponsor shall be entitled to receive all of the sponsorship and advertising elements, which are listed and specified in **Exhibit A**, which is attached hereto and incorporated herein (the “**Sponsorship Elements**”), subject to the terms of Exhibit A.

During the Term of this Agreement, Licensor will have a non-exclusive royalty-free license to use the names, logos, trademarks, service marks and other identifying marks of Sponsor (the “**Sponsor Marks**”) for and in connection with all of the Sponsorship Elements, and also for and in connection with the promotion, advertising, marketing, merchandising, sponsorship and operation of RIO TINTO STADIUM (“**Stadium**”) and the Team. Sponsor represents that Licensor’s use of the Sponsor Marks, as approved by Sponsor, does not infringe or violate the rights of any third-party and will not give rise to any payment obligation on the part of the using party to any third-party.

3. **Fees** – In consideration for Licensor providing access to all of the Sponsorship Elements to Sponsor during the Term, Sponsor hereby agrees to pay Licensor a fee (the “**Fee**”) as set forth in **Exhibit A**.
4. **Payment of Fee** – The Fee will be paid as set forth in **Exhibit A**. In addition to any other rights or remedies to which Licensor may be entitled, in the event that Licensor does not receive payment in full of any of the Fee by the due date thereof, then any unpaid portion shall bear interest at a rate equal to the Wall Street Journal prime rate plus two percent (2%) per annum, or the maximum legal rate allowable, whichever is less, calculated from the due date of such payment until paid in full.
5. **Events of Default** – Each of the following is an “**Event of Default**,” and entitles the parties to the remedies specified in Section 6:

a. **Events of Default by Licensor:**

- i. A material breach by Licensor of any of Licensor’s material obligations under this Agreement, which breach is not cured within thirty (30) days following receipt of written notice from Sponsor specifying the breach or, if such breach cannot be cured within said 30-day period, if Licensor fails to commence to cure such breach within said 30-day period or thereafter fails to diligently proceed to cure such breach.
- ii. If, other than as a result of a “Force Majeure,” Licensor ceases its normal operations of the Team at the Stadium for a period of longer than ninety (90) consecutive days during the soccer season. For the purposes of this Agreement, “**Force Majeure**” will mean fire, earthquake, tornado, flood, storm, accident, or other casualty or “act of God,” strike, lockout, disbandment of the League, war, riot or other civil disturbance, regulation or direction by a public authority, or other cause beyond the control of Licensor.
- iii. If Licensor or Team makes an assignment for the benefit of creditors, or a trustee, receiver or similar officer of a court or governmental authority with jurisdiction over the affairs or assets of Licensor and/or Team is appointed for the applicable of Licensor and Team for a substantial part of its property, whether with or without its consent, or an action for bankruptcy, insolvency, composition, reorganization or liquidation proceedings is instituted by or against Licensor and/or Team, and if such proceedings shall not be dismissed within sixty (60) days from the date of institution thereof.

b. **Events of Default by Sponsor:**

- i. The failure of Sponsor to make any payments hereunder when due under this Agreement, which failure to pay, including any interest calculated in Section 4, is not cured within ten (10) days following the scheduled payment date.
- ii. A breach by Sponsor of any of Sponsor’s other material obligations under this Agreement, which breach is not cured within thirty (30) days following receipt of written notice from Licensor specifying the breach or, if such breach cannot be cured within said 30-day period, if Sponsor fails to commence to cure such breach within said 30-day period or thereafter fails to diligently proceed to cure such breach.
- iii. If Sponsor makes an assignment for the benefit of creditors, or a trustee, receiver or similar officer of a court or governmental authority with jurisdiction over the affairs or assets of Sponsor is appointed for Sponsor for a substantial part of its property, whether with or without its consent, or an action for bankruptcy, insolvency, composition, reorganization or liquidation proceedings is instituted by or against Sponsor, and if such proceeding shall not be dismissed within sixty (60) days from the date of institution thereof.

6. Remedies on Default –

- a. **Licensor's Remedies** – If an Event of Default by Sponsor occurs, then Licensor will have the right to terminate this Agreement by giving Sponsor a notice of termination (a "**Termination Notice**"). The Agreement is terminated on the date the Termination Notice is deemed delivered (the "**Termination Date**"). If Licensor so elects to terminate this Agreement, then within thirty (30) days after the Termination Date, Sponsor shall pay to Licensor the unpaid balance of the Fee and any interest that may be due thereon throughout the end of the Term. In addition, Sponsor will also pay or reimburse Licensor for any and all costs and expenses of having all materials containing any Sponsor Marks to be removed or replaced, if required by Licensor. Notwithstanding the foregoing, nothing contained herein is deemed to require Licensor to terminate this Agreement following the occurrence of an Event of Default by Sponsor.
 - b. **Sponsor's Remedies** – If an Event of Default by Licensor occurs, then Sponsor will have the right to elect to terminate this Agreement by giving Licensor a Termination Notice. The Agreement is terminated on the date the Termination Notice is deemed delivered. If Sponsor so elects to terminate this Agreement, and if on the Termination Date, Licensor has not received payment of that portion of the Fee applicable to the period prior to the Termination Date, then Sponsor will make payment of that portion of the Fee plus any interest that may be due thereon, due to Licensor without offset or deduction, at the time of giving such Termination Notice to Licensor. The amount of the Fee applicable for the period prior to the Termination Date is proportionate and co-extensive with the period prior to the Termination Date. In addition, following any such termination by Sponsor following an Event of Default by Licensor, Licensor shall, to the extent reasonably practicable, cause any and all materials containing or referencing the Sponsor Marks to be removed or the use thereof to be discontinued and, except as described in this section, shall cease any and all future use of or reference to the Sponsor Marks at the Stadium. Notwithstanding the foregoing, nothing contained herein shall be deemed or construed so as to require Sponsor to terminate this Agreement following the occurrence of an Event of Default by Licensor.
 - c. **Limitation on Remedies** - Other than the termination rights and remedies expressly provided for in this Agreement, and the indemnification provisions and any rights or remedies relating thereto provided for below, neither party shall have recourse against the other, except for, in the case of Section 6(b), the mutual right of an accounting in order to insure that Sponsor's payments of the Fee to Licensor is proportionate and co-extensive with the period prior to the Termination Date. Except as expressly provided for in this Agreement, each party hereby waives any and all other rights or remedies to which they may be entitled, whether at law, in equity, or otherwise.
7. **Equitable Relief** – Licensor and Sponsor acknowledge and agree that in the event of a breach or threatened breach by the respective parties of any provisions in this Agreement relating to names, logos, trademarks, service marks and other identifying marks of Licensor, Team, Stadium, or League (together, "**Licensor Marks**"), the damage would be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate and, accordingly, Licensor will be entitled to seek injunctive relief against Sponsor in such event in addition to any other relief (including damages) available to it. This section survives any termination of this Agreement.
8. **Assignment** – It is expressly understood and agreed by the parties that Licensor may transfer or assign this Agreement in connection with the sale or transfer (directly or indirectly) of the Team, provided that the purchaser or transferee also obtains or otherwise has the right to operate the Stadium and provide to Sponsor the Sponsorship Elements to which Sponsor is entitled under this Agreement. Except for the foregoing assignment, this Agreement may not be assigned or otherwise transferred (directly or indirectly) by either party, nor may either party's duties hereunder be delegated, without the prior written approval of the other party, which approval may be given or withheld in such other party's sole discretion. Any transfer or assignment of this Agreement that is not expressly permitted in this Agreement shall be void and of no force or effect.
9. **Governing Law** – This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of Utah, without regard to the choice of laws rules thereof, as if made by and between the residents of Utah and as if to be wholly performed within the State of Utah.
10. **Status of Parties** – At all times during the Term of this Agreement, Licensor and Sponsor shall be and remain independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, agency or employment relationship between the parties or their respective agents, employees or representatives, other than that of independent contractors.

11. Indemnification.

A. **Indemnification by Sponsor.** Sponsor shall indemnify, defend and hold harmless the Utah Royals FC of the National Women's Soccer League and its operators, owners, officers, directors, elected officials, Affiliates, members, shareholders, agents, representatives and employees from any and all threatened or actual third party claims of any kind based upon any theory of law or liability whatsoever (each a "Claim" and collectively, "Claims"), and all losses, damages, settlements, judgments, investigations, liabilities, charges, costs and expenses (including, without limitation, reasonable legal fees and expenses) (each a "Loss" and collectively, "Losses") as and when incurred arising out of, incident to or in relation to:

- i. the breach of any representation, warranty, term or condition of this Agreement by Sponsor;
- ii. the unauthorized use, or allegation of such use, of the Licensor Marks by Sponsor;
- iii. any infringing use, or allegation of such use, by Licensor of Sponsor Marks (provided that Licensor's use of Sponsor Marks is in accordance with and as permitted under the terms of this Agreement);
- iv. any Sponsor Materials or Promotions (including any Claims of unfair or fraudulent advertising);
- v. any alleged defects (design, manufacturing, handling or other) or inherent dangers in Sponsor's Products/Services/Retail Operations or Premiums or the use thereof; or
- vi. any negligent act or omission or the willful misconduct of Sponsor, or any of its officers, owners, directors, members, agents, representatives, shareholders, subsidiaries and employees with respect to the subject matter of this Agreement.

B. **Indemnification by Licensor.** Licensor shall indemnify, defend and hold harmless Sponsor and its officers, directors, members, partners, employees and agents, from and against and in respect of any and all Claims and Losses, as and when incurred arising out of or in connection with:

- i. the breach of any representation, warranty, term or condition of this Agreement by Licensor;
- ii. the unauthorized use, or allegation of such use, of Sponsor Marks by Licensor or Club;
- iii. any infringing use, or allegation of such use, by Sponsor of Licensor Marks (provided that Sponsor's use of Licensor Marks is in accordance with and as permitted under the terms of this Agreement); or
- iv. any negligent act or omission or the willful misconduct of Licensor and any of its officers, owners, directors, agents, representatives, members, shareholders, subsidiaries and employees with respect to the subject matter of this Agreement.

C. **Procedures for Indemnification.** The party seeking indemnification under this Agreement ("Indemnified Party") shall give prompt notice to the other party ("Indemnifying Party") of any Claim or Loss for which it intends to seek indemnification. Indemnifying Party shall have the right to participate in and, at Indemnifying Party's option, to control any defense, compromise, litigation, settlement or other resolution or disposition of such Claim or Loss. In no event shall the Indemnifying Party enter into any settlement of any Claim or Loss that imposes financial obligations or restrictions on the Indemnified Party or constituting an admission of guilt or wrongdoing by the Indemnified Party without the prior written approval of the Indemnified Party.

D. **LIMITATION OF LIABILITY.** EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, ANY CONFIDENTIALITY OBLIGATIONS OR ANY CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

12. **INSURANCE.** Sponsor agrees that for and during the Term of this Agreement, Sponsor shall maintain, inter alia, (a) product liability insurance with minimum limits of at least \$1,000,000 for each occurrence and \$2,000,000 for each occurrence and \$2,000,000 in the aggregate per annum and (b) commercial general liability insurance including, without limitation, personal injury, death and/or property damage, plus excess liability insurance with minimum limits of at least \$2,000,000 for each occurrence and \$2,000,000 in the aggregate per annum. Sponsor shall have Licensor, Stadium and their Affiliates designated as additional insured under all such insurance and shall send an insurance certificate evidencing same from its issuing insurance company to Licensor within fifteen (15) days of execution of this Agreement. Sponsor shall maintain all such coverage for two (2) years following the Term.

Licensor agrees that for and during the Term of this Agreement, Licensor shall maintain, inter alia, commercial general liability insurance including, without limitation, contractual liability coverage, advertising injury and coverage for claims of bodily injury, personal injury, death, and/or property damage, plus excess liability insurance with minimum limits of at least \$2,000,000 for each occurrence and \$2,000,000 in the aggregate per annum. Licensor shall have Sponsor, its parent and their respective affiliated designated as additional insured on a primary and non-contributing bases, to the extent of Licensor's indemnification obligation under this Agreement and shall send an insurance certificate evidencing same from its insurer to Sponsor within fifteen (15) days of execution of this Agreement.

13. **Representations** – Licensor and Sponsor each represent and warrant to the other party that they have all necessary right, power and authority to enter into this Agreement and to fully perform each and all of their respective obligations hereunder and to grant to the other party all of the rights, privileges and benefits provided for in this Agreement. Each party to this

Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

Licensor affirms that it hold no beverage alcohol retail licenses, that the fee covered by this Agreement is not conditioned in any way upon any retail licensee's purchase or agreement to purchase any beverage alcohol products produced, sold or offered for sale by Sponsor, and that said sponsorship is not intended to and will not be used to induce any beverage alcohol retailer to purchase any of said products

14. **League Rules** – This Agreement and all rights granted to Sponsor under this Agreement are subject and subordinate to and limited by the League rules, regulations, policies, directives and orders, as they may exist from time to time. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any League rule, the League rule will govern.
15. **Force Majeure** – Neither Sponsor nor Licensor is liable for any delay or failure to perform any obligation hereunder caused by a Force Majeure event for such period of time as such event continues, provided that the party prevented from performing uses all reasonable efforts to perform such obligation once the Force Majeure event has ended. If the Force Majeure event continues for more than thirty (30) days and prevents the performance of a material obligation hereunder during that period, Licensor will have the right to terminate this Agreement upon notice to Sponsor.
16. **Successors and Assigns** – Subject to the restrictions on transfer and the other assignment provisions expressly provided for in this Agreement, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to their respective successors and permitted assigns.
17. **No Waiver** – No delay of or omission in the exercise of any right, power, or remedy accruing to any party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy. Waivers or modifications of this Agreement are only effective if made in writing signed by Licensor and Sponsor.
18. **Notices** – All notices and other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be deemed delivered either: (i) at the time of delivery by hand (with written confirmation of receipt); (ii) one (1) business day after transmission by electronic mail, by facsimile or other electronic system (with confirmation of transmission); (iii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (iv) three (3) business days after placement in the United States mail by registered or certified mail, (postage prepaid, return receipt requested), and addressed to the parties as follows:

To Sponsor:

Fairbourne Station

Attn: Anita Lockhart

Email: anital@netwasatch.com

Phone: (435) 881 - 3000

Fairbourne PLaza

Attn: Mark Nord

Email: mark.nord@wvc-ut.gov

Phone: (801) 963 - 3322

To Licensor:

Andy Carroll

Utah Royals FC

9256 South State Street

Sandy UT 84070

Either party may change the address at which it receives notices by notifying the other party in advance and in accordance with the provisions of this paragraph.

19. **Confidentiality** - The parties acknowledge and agree that this Agreement and its terms and conditions are confidential and contain confidential and proprietary commercial and financial information of both Licensor and Sponsor. Neither party shall disclose copies of this Agreement nor the terms thereof to any party for any purpose without the prior written consent of the other party, unless a party makes the disclosure to its accountants, lenders or attorneys, or the discloser is compelled by legal process.
20. **Entire Agreement** - This Agreement, together with any and all Exhibits attached hereto and incorporated herein, expresses and contains the entire agreement between the parties, and supersedes and replaces any prior or contemporaneous agreements, understandings, or arrangements between the parties, whether verbal or written. This Agreement may not be modified or amended except by a written instrument signed by both parties. This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind.
21. **Severability** - In case any provision of this Agreement shall be, invalid, illegal, or unenforceable, such provision shall be severed from this Agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

22. **Headlines** - The headings contained in this Agreement are for reference and convenience purposes only and are not to be used or construed in the interpretation of the terms and provisions of this Agreement.
23. **Miscellaneous** – This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

EXHIBIT A

Term Sheet

Utah Royals, FC Related Assets:

Licensor agrees to provide the following rights & benefits to Sponsor related to Team:

In-Stadium Digital Signage

In-Stadium LED bundle

- Three (3) minutes of TV visible Field LED – during all locally produced Team home games
- Three (3) minutes of LED ribbon board - during all locally produced Team home games
- One Five (5) minute south videoboard digital half panel during all locally produced Team home games

Game Day

Title night regular season game

- VIP experience with reception and on-field seating for fifty (50) attendees

Merchandise

- Fifty (50) Branded scarves for attendee memorabilia

Community

Player Appearances

- Two (2) 1-hour long player appearances

Item:

Fiscal Impact: \$5,173.82

Funding Source: RDA City Center

Account #: 22-6071-40310

Budget Opening Required: ☐

ISSUE:

We are requesting approval of a Marketing Agreement between the Redevelopment Agency of West Valley City (RDA) and REAL MONARCHS (RM) that will provide a marketing package for 2 years through Billboards, Radio Ads and Stadium Signage for Fairbourne Station and all of the Fairbourne Developments in West Valley City.

SYNOPSIS:

The \$5,173.82 will be broken up in to 2 annual payments and will come from the City Center RDA starting in May 2019. Wasatch is also sponsoring Real Monarchs in an equal amount, which will assist the Agency further in promoting the development within the new CRA.

BACKGROUND:

The WVC RDA is intending to build awareness for Fairbourne Station and all the new development that is occurring. RM through Broadway Media will utilize their marketing avenues to get the Fairbourne Station name and location out to the State.

RECOMMENDATION:

The WVC RDA Administrator recommends the WVC RDA Board approve the agreement.

SUBMITTED BY:

Mark Nord, Redevelopment Agency of West Valley City

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF
WEST VALLEY CITY APPROVING A MARKETING
AGREEMENT BETWEEN THE AGENCY AND REAL
MONARCH, LLC.**

WHEREAS, the Redevelopment Agency of West Valley City (hereinafter, the “Agency”) desires to promote the Fairbourne Station brand and increase awareness of economic development opportunities within West Valley City; and

WHEREAS, Real Monarch, LLC holds sporting events and other events of interest at which the Agency desires to promote the above objectives; and

WHEREAS, a marketing agreement (the “Agreement”) has been prepared by and between the Agency and Real Monarch, LLC setting forth the terms upon which the Agency shall sponsor Real Monarch, LLC; and

WHEREAS, the Board of Directors of the West Valley City Redevelopment Agency does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and in behalf of the Agency, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED and APPROVED this _____ day of _____, 2019.

REDEVELOPMENT AGENCY
OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY



REAL MONARCHS

9256 South State Street, Sandy, UT 84070 - 801.727.2701

Date: March 13, 2019

Fairbourne Station
Anita Lockhart
3550 Market Street West Valley City, Utah 84119

Dear Anita and Mark,

This document, including the Exhibit(s) attached hereto, dated, March 13, 2019 serves as a local sponsor agreement (“Agreement”) for the Real Monarch LLC (“Club”) and RSL Training Academy, LLC (“Club Operator” “Training Academy Operator” and/or “Licensors”) and Beeline Pest Control (“Sponsor”):

In consideration of the rights and benefits in this package, Sponsor shall provide Licensor the sum of \$5,173.82 according to the following schedule:

SPONSORSHIP SCHEDULE

Fairbourne Station

Anita Lockhart
3550 Market Street
West Valley City, Utah 84119

anital@netwasatch.com

Investment: \$2,586.91

<u>Year One 2019 Season</u>	<u>\$2,586.91</u>
On or before April 1, 2019	\$2,586.91

<u>Year Two 2020 Season</u>	<u>\$2,586.91</u>
On or before April 1, 2019	\$2,586.91

Fairbourne Plaza

Mark Nord
3600 South Constitution Boulevard
West Valley City, Utah 84119

Mark.nord@wvc-ut.gov

Investment: \$2,586.91

<u>Year One 2019 Season</u>	<u>\$2,586.91</u>
On or before April 1, 2019	\$2,586.91

<u>Year Two 2020 Season</u>	<u>\$2,586.91</u>
On or before April 1, 2019	\$2,586.91

All terms are net payments.

EXHIBIT A

Term Sheet

Digital Billboard Signage

- Mountain View Corridor LED marquee for six (6) months
 - One (1) :08 spot per minute on south marquee

Team shall incur the one (1) time costs associated with in-stadium permanent signage production and installation. Sponsor shall be responsible for any costs associated with creation of the design and wording to be used in the digital signage throughout the length of the contract. Any costs for changes requested by Sponsor to in-stadium signage after initial production and installation will be the responsibility of Sponsor.

Team hereby grants to Sponsor for the Term of the Agreement, and Sponsor hereby accepts, the non-exclusive (except as otherwise set forth herein), non-transferable, limited right to exploit the rights and benefits set forth in the Term Sheet in connection with the Team, Games and (if applicable) Team Game Broadcasts.

A. Team Marks. Subject to the terms of this Agreement and if permitted in the Term Sheet, Team hereby grants to Sponsor for the Term of this Agreement and Sponsor hereby accepts, the non-exclusive (except as otherwise set forth herein), non-transferable, non-sublicensable and limited right to use the Team Marks in the Territory solely in the advertising, marketing, promotion and sale of Sponsor's Products/Services/Retail Operations. Such right, if granted, may include the right to use the Team Marks in conjunction with the packaging and/or marketing of Sponsor's Products/Services/Retail Operations.

B. Limitations on Use of Team Marks. Except as set forth in Section 2.E., Sponsor shall not have the right to place or use the Team Marks on any item of merchandise (or on the packaging of any merchandise) that will be sold or offered for sale at any step in the distribution process. Sponsor shall not have the right to sublicense its right to use the Team Marks. Use of the Team Marks must at all times comply with the requirements set forth in this Agreement and the Style Guide, which will be provided upon request.

C. Pass-Through Rights to Third Parties. If pre-approved in writing by Team, Sponsor may include trade names, trademarks, service marks, logos, symbols, or other copyrighted or proprietary identifiers of an approved third party on or in connection with items or materials which bear the Team Marks. In addition, Sponsor may not "pass-through" any of the other rights and benefits set forth in the Term Sheet to any third-party, unless pre-approved in writing by Licensor.

In limited circumstances in which the Team permits "pass-through" rights to a third party (e.g., if such third party is a retailer of Sponsor's products) then such pass-through rights must be exercised in accordance with the following guidelines:

i. Sponsor's plan to exercise "pass-through" rights must be submitted to Team for prior written approval. Such plan shall include all relevant terms and conditions, including, but not limited to, the timing, promotional offering, and proposed third party.

ii. Team may approve or disapprove the exercise of such "pass-through" rights in its sole and absolute discretion and on a case-by-case basis.

iii. In any event, no exercise of "pass-through" rights may include a third party that is in competition with a current exclusive Commercial Sponsor and such Commercial Sponsor's commercial category.

iv. Sponsor may not "pass-through" specific marketing assets (e.g., field boards, appearances, etc.) other than tickets and hospitality.

v. Once Team approves the exercise of such "pass-through" rights, Sponsor shall submit any and all advertising and promotional materials for approval to Licensor in its sole discretion on a case-by-case basis.

vi. As a general rule, advertising and promotional materials should adhere to the following:

a. The prominence of third party identification in type, logo and placement shall be no greater than the prominence of Sponsor's identification. In addition, the third party identification will not be used in a manner which implies a direct relationship between the third party and Team.

b. Promotional significance of third party incorporation must be valid and apparent. Names and trademarks of any third party (including but not limited to distributors, suppliers, member institutions, and subsidiaries) must be justified and directly relevant to the promotion, distribution or sales of Sponsor's product.

c. All advertising that includes a third party's logo must also include Sponsor's Marks and its designation (e.g. "Official Sponsor of Team").

d. Sponsor shall indemnify Team for any losses Team incurs due to Sponsor's breach of these terms including, but not limited to, payment of damages to third parties, in addition to any other rights that Licensor may have at law, in equity or otherwise.

D. Designations. Sponsor shall have the right to describe itself using the designations, if any, set forth in the Term Sheet. Sponsor acknowledges and agrees that, without the prior written approval of Team, Sponsor shall not use any other designations in connection with Team, League or any other team in the League.

E. All Other Rights Reserved. Any and all rights not specifically granted to Sponsor hereunder are reserved by Licensor.

3. SPONSOR'S USE OF TEAM MARKS. To the extent Sponsor is granted any right to utilize the Team Marks in Section 2.A. of this Agreement, such rights shall be subject to the following terms, conditions and procedures:

A. CONDITIONS TO USE OF MARKS.

1. Proprietary Symbols. All uses of the Team Marks by Sponsor shall contain appropriate legends, markings and/or notices (including appropriate copyright and/or trademark designation) as required by Team in the Style Guide or otherwise, to give appropriate notice to the consuming public of Team's right, title and interest in and to the Team Marks.

2. Rights to Team Marks. Notwithstanding any use of Sponsor's Marks as may be allowed by Team in conjunction with the Team Marks (e.g., composite logo), Sponsor shall not acquire any proprietary or other right, title or interest in or to the Team Marks, any mark containing the Team Marks or any goodwill associated with the Team Marks. Any use of the Team Marks by Sponsor will inure to the benefit of Team and Sponsor is aware that the Team Marks have acquired a secondary meaning in the mind of the purchasing public.

B. QUALITY CONTROL.

1. General. All materials bearing the Team Marks shall be high-quality (as reasonably determined by Team) and the nature, quality and manner of manufacture and distribution of all materials bearing the Team Marks, as well as all other uses of Team Marks by Sponsor permitted hereunder, shall be subject to the control and prior approval of Licensor, which, subject to Section 3.C.1., shall not be unreasonably withheld or delayed

2. Submission of Design/Samples. Prior to the production of any items bearing any of the Team Marks, Sponsor shall, at its own cost and expense, submit to Licensor for approval all final designs and specifications of the items. All use of the Team Marks shall conform to the Style Guide at all times.

3. Approval. Team shall notify Sponsor of its approval or rejection of any submission for approval within ten (10) business days following receipt of any submission thereof. In the event that any item submitted to Team shall not have been approved, disapproved or otherwise commented upon within ten (10) business days after receipt thereof by Team, then Sponsor shall have the right to so notify Team of such fact in writing. In the event that League fails to then approve, disapprove or otherwise comment upon the submissions within five (5) business days after receipt by it of such communication, any items so submitted by Sponsor shall be deemed to have been approved.

4. Withdrawal of Approval. Team shall have the right, in its sole and absolute discretion, to withdraw approval with respect to any item bearing the Team Marks samples of which were previously approved if the quality of such item ceases to be acceptable to Team due to deviation from such previously approved samples or upon the happening of some event which compromises or reflects unfavorably upon the good name, good will, reputation and/or image of Team or League or any of their respective affiliates or which might jeopardize or limit Team's proprietary or other right, title or interest in or to the Team Marks. If at any time approval

with respect to an item is withdrawn as provided in the immediately preceding sentence, Sponsor shall immediately cease all use of the Team Marks on or in connection with such item and shall remove such item from public sale and distribution.

By signing below, Team and Sponsor agree that this Agreement (constitutes the entire agreement of the parties and the provisions hereof supersede, and may not be contradicted, modified or supplemented by, evidence of any prior or contemporaneous agreements or understandings relating to the same subject matter, whether written or oral.

Thank you for your support of the Real Monarchs.

Accepted and Agreed To:

REAL MONARCH, LLC:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

SPONSOR:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

SPONSOR:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____