



September 18, 2026

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Gustavo Romo, City Manager

Dear Mr. Romo:

This letter will confirm the terms and conditions of the sponsorship agreement ("**Agreement**") by and between the City of Coachella ("**Sponsor**"), on the one hand, and SoCal Arena Company, LLC ("**SCAC**") in connection with Sponsor's sponsorship of the NBA G League ("**G League**") team commonly known as the Coachella Valley Lakers ("**CV Lakers**") that will play their home games at the Arena. Unless terminated earlier as provided herein, the term of this Agreement shall commence on October 1, 2026 and expire as of September 30, 2029 (the "**Term**"). Each period from October 1 to the following September 30 shall be a "**Contract Year**."

1. In connection herewith, during the Term (except as otherwise expressly provided herein), we have agreed that Sponsor will receive the following benefits for the promotion by Sponsor of its local municipality and promotion thereof (collectively, the "**Category**") in connection with the "CITY OF COACHELLA" name (the "**Brand**," such benefits, the "**Sponsorship Benefits**"), all details as designated by SCAC. Sponsor may only use such Sponsorship Benefits to advertise and promote products and/or services under the Brand within the Category. The Sponsorship Benefits are as follows:

CV Lakers Sponsorship Benefits: Subject to G League Rules (including, but not limited to, G League telecast rules, regulations and blackouts), Sponsor shall receive the following Sponsorship Benefits:

- Official Designations and IP Rights:
 - Non-exclusive designation as "Official Partner" of the CV Lakers
 - Non-exclusive right to use the CV Lakers Marks (restricted to the Territory) in connection with the Sponsorship Benefits set forth below, subject to Section 3 of the Standard Terms and Conditions.
- In-Arena Advertising:
 - Two minutes (2:00) of courtside LED and hoop stanchion LED signage at four (4) CV Lakers regular season games at the Arena (one minute (1:00) pre-game, one minute (1:00) in-game)
 - Sponsor to provide production-ready artwork in accordance with Section 4(a) of the Standard Terms and Conditions
 - Two minutes (2:00) of LED ring signage within the Arena bowl at four (4) CV Lakers regular season home games at the Arena (one minute (1:00) pre-game, one minute (1:00) in-game)
 - Sponsor to provide production-ready artwork in accordance with Section 4(a) of the Standard Terms and Conditions
 - One (1) thirty-second (0:30) commercial played on the in-Arena replay screen at four (4) regular season CV Lakers home games at the Arena each Contract Year
 - Sponsor to provide commercial spot in accordance with Section 4(a) of the Standard Terms and Conditions
 - One minute (1:00) per hour exposure on rotational in-Arena IPTV signage at four (4) CV Lakers regular season home games at the Arena
 - Sponsor to provide production-ready artwork in accordance with Section 4(a) of the Standard Terms and Conditions

- One (1) in-game feature (e.g., branded free throw contest) at four (4) regular season CV Lakers home games each Contract Year
 - Exact details of the feature to be mutually agreed upon; includes scoreboard and PA exposure.
- Activations
 - Sponsor shall have the right to conduct on-site activations at the Arena at two (2) mutually agreed CV Lakers home games each Contract Year. Activation size and location to be mutually agreed. All activation details (e.g., giveaways, number of staff, décor, etc.) to be approved by SCAC in advance. Sponsor shall be responsible for all activation costs, including, without limitation, staffing.
- Content: Social media integration as mutually agreed.
- Hospitality. Sponsor shall receive the following hospitality rights and benefits:
 - Sixty (60) group tickets to regular season CV Lakers home games each Contract Year
 - May be used in groups of ten (10)
 - Games to be mutually agreed, subject to availability
 - Six (6) lower-bowl tickets for each of the four (4) games where Sponsor receives the in-Arena advertising described above (24 tickets total).

2. In consideration of Sponsorship Benefits provided by SCAC, Sponsor shall pay SCAC the Sponsorship Fee. The Sponsorship Fee shall equal the following:

2026-27 Contract Year: \$15,000

2027-28 Contract Year: \$15,600

2028-29 Contract Year: \$16,224

Payment of each Contract Year's Sponsorship Fee shall be made by Sponsor to the Coachella Valley Parties in two (2) equal installments on or before July 1 preceding of the applicable Contract Year and January 1 of the applicable Contract Year, provided that in the first Contract Year, the first installment of the Sponsorship Fee shall be payable within thirty (30) days following full execution hereof.

No Sponsorship Benefits shall be provided during or in connection with CV Lakers playoff games, including, without limitation, use of tickets, except as the parties mutually agree, and subject to payment of incremental mutually agreed playoff fees ("**Playoff Fees**"). To the extent the parties mutually agree upon applicable playoff Sponsorship Benefits and CV Lakers Playoff Fees, such CV Lakers Playoff Fees shall be due and payable in full on or before July 15th of the Contract Year. Notwithstanding the foregoing, if the CV Lakers' G League season (inclusive of playoffs) continues after such date, all CV Lakers Playoff Fees shall be due and payable in full within thirty (30) days following the end of the CV Lakers' G League season.

All payments shall be sent to:

California Bank and Trust

Routing #: 122232109

Account #: 5211247179

Account Name: SoCal Arena Company, LLC Advance Payment Account

This Agreement includes the Standard Terms and Conditions attached hereto. To the extent there is any discrepancy between the Standard Terms and Conditions and the provisions in this letter, this letter shall govern. Please sign in the space provided indicating your agreement.

[Signatures to follow]

Very truly yours,

SOCAL ARENA COMPANY, LLC

By: _____

Name:

Title:

Address: SoCal Arena Company, LLC, 5050 S. Syracuse St., 8th Floor, Denver, CO 80237 Attn:
General Counsel's office

CITY OF COACHELLA

By: _____

Name:

Title:

Address:

STANDARD TERMS AND CONDITIONS

1. **License.** During the Term and subject to the terms and conditions of this Agreement, Sponsor hereby grants to SCAC a nonexclusive, nontransferable, royalty-free right and license within the United States (and such other territories as approved by Sponsor in writing) to use, reproduce and display Sponsor's Marks (as defined below) solely in connection with the implementation of this Agreement. During the Term and subject to the terms and conditions of this Agreement, SCAC hereby grant to Sponsor a nonexclusive, nontransferable, royalty-free right and license within the United States (and such other territories as approved by SCAC in writing) to use, reproduce and display the CV Lakers Marks solely in connection with the implementation of this Agreement; provided, that Sponsor's use of the CV Lakers Marks is subject to all applicable League Rules (as defined below), including, without limitation, territorial restrictions applicable to the CV Lakers and applicable royalty payments in connection with incorporation of CV Lakers Marks on certain products. For the avoidance of doubt, with respect to any other sports team (professional or amateur) that is or becomes a tenant or licensor of the Arena such that it plays a majority of its regular season home games at the Arena, including, without limitation, the Coachella Valley Firebirds, SCAC is not granting Sponsor any rights with regard to such tenant's or licensor's Marks or inventory of signage or other sponsorship rights located in or around the Arena, nor is SCAC granting Sponsor any rights with regard to the Arena itself, including, without limitation, any use of Arena Marks.
2. **No Exclusivity.** No exclusivity is granted hereunder, and no rights are granted with respect to any Coachella Valley Party-owned or -operated businesses or assets other than those explicitly set forth in this Agreement. Sponsor expressly agrees that it is not granted any exclusive rights hereunder which would in any manner limit the rights of SCAC or its affiliates.
3. **Marks.** Except as expressly provided herein and subject to the terms and conditions hereof, Sponsor shall have no rights whatsoever to utilize the corporate or trade names, trademarks, service marks, designs, logos or other identification marks ("**Marks**") of SCAC, the Coachella Valley Firebirds, the CV Lakers, or any other entity affiliated with any of the foregoing. Any use of the CV Lakers Marks, except as specifically authorized herein, shall require, in each instance, SCAC's prior written consent, which SCAC may withhold in its sole discretion, and in no event shall Sponsor use or permit others to use the CV Lakers' Marks in any way that implies or suggests an association or affiliation between the CV Lakers and any third party.
4. **Advertising Materials and Uses of Benefits; Insurance.**
 - (a) The design, layout, visual and audio content, script and tone of any Advertising Copy (as defined below), and the permitted mediums and territories for the distribution, publication, broadcast or display thereof, shall be subject to the prior approval in every respect by SCAC, and must conform to SCAC's policies. Further, Sponsor represents and warrants that each and every element of any Advertising Copy provided by Sponsor has been, or will be when provided, fully cleared for all formats and media, as applicable, whether now known or hereafter devised, throughout the world in perpetuity. As used herein, "**Advertising Copy**" shall mean any words, slogans, logos, designs, visual and audio content or comparable creative effort with respect to the advertising of Sponsor, whether included on signs in and around the Arena, on billboards, on promotional items, in television or radio commercials, in printed materials, publications or email blasts or on SCAC or CV Lakers websites. Sponsor shall be responsible for, at its sole cost and expense, the production, installation, copy and maintenance charges of all Advertising Copy.
 - (b) If Sponsor is permitted by SCAC to sponsor, conduct or participate in sweepstakes, contests, give-aways or other promotions ("**Sponsor Promotions**") in conjunction with an event or sponsorship or otherwise, all aspects shall be subject to SCAC's prior reasonable approval, and Sponsor agrees to be responsible for compliance with any applicable federal, state or local laws, rules or regulations and League Rules in connection with such Sponsor Promotions. For the avoidance of doubt, SCAC's approval of official rules for any Sponsor Promotions shall not relieve Sponsor of its obligation to ensure such official rules comply with all applicable legal requirements.
 - (c) Any tickets to be provided to Sponsor pursuant to this Agreement shall be in such locations as determined by SCAC. Sponsor represents and warrants that it will not resell any of the tickets provided to it hereunder.
 - (d) Sponsor shall maintain insurance with a company or companies reasonably acceptable to SCAC, which company or companies shall have at least an A-VII Best's rating. Sponsor agrees to carry commercial general liability insurance, which includes advertising liability insurance, with a minimum of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the aggregate. Sponsor shall also provide such workers' compensation insurance (including employer's liability coverage) as is required by law. Sponsor shall also provide media liability/errors and omissions liability insurance with a minimum limit of one million dollars (\$1,000,000.00) per occurrence. The parties acknowledge and agree that the insurance requirements set forth herein are independent of, and shall not be affected by nor affect the scope or validity of, the indemnity provisions contained in this Agreement. The provision of this section shall survive expiration or earlier termination of this Agreement for a period of six (6) years.
5. **Termination.** In the event any payment is not made by Sponsor within thirty (30) days of the due date, then SCAC may impose interest charges on such delinquent amount(s) at ten percent (10%) per annum commencing with such due date and ending upon the payment of such delinquent amount(s) and accrued interest and, in addition, SCAC shall be entitled (in addition to any other remedies available to SCAC under this Agreement or otherwise) to (i) terminate this Agreement and/or (ii) withhold the delivery of Sponsorship Benefits to Sponsor until such time as full payment is received by SCAC. Sponsor acknowledges and agrees that SCAC shall not be deemed to be in breach of its own obligations under this Agreement, and Sponsor shall not be entitled to any make goods, by reason of SCAC withholding such Sponsorship Benefits during the period of such non-payment by Sponsor.
6. **Non-Delivery.** Notwithstanding anything contained herein to the contrary, in the event that SCAC cannot provide any Sponsorship Benefits set forth herein, then SCAC shall instead provide to Sponsor a substitute advertising benefit of comparable value, as reasonably determined by SCAC, as a "make good" for the loss of such advertising benefit. As such, the non-delivery of particular Sponsorship Benefits by SCAC shall not constitute a breach of this Agreement as long as such make goods are offered by SCAC in good faith. Make goods shall be Sponsor's sole and exclusive remedy for SCAC's failure to deliver any Sponsorship Benefits, and upon SCAC's delivery of agreed-upon make goods, SCAC shall have no further obligation with respect to the unavailable benefits related thereto.
7. **Indemnification.** Sponsor shall indemnify and hold harmless SCAC, SHP Development LLC, the AHL and its member clubs, the National Hockey League and its member clubs, LAL G League, LLC ("**LALG**"), the G League and its member clubs, their owners and partners and all of their respective parent, subsidiary and affiliated entities, whether direct or indirect ("**Affiliates**"), and all officers, stockholders, directors, managers, members, partners, employees, servants, agents, licensees, successors and assigns of any of the foregoing (collectively, the "**Coachella Valley Indemnified Parties**") from and against any and all actions, claims, demands, causes of action, damages, costs and expenses (including reasonable attorneys' fees) and liabilities of any kind whatsoever (upon legal or equitable theory, whether contractual, common-law, statutory, decisional, Canadian, United States, foreign, federal, state, provincial, local or otherwise), whether known or unknown (collectively, "**Claims**"), arising out of (i) Sponsor's exercise or utilization of the Sponsorship Benefits granted hereunder, or its negligence or willful misconduct, (ii) Sponsor's breach of any representation, warranty or agreement made in connection with this Agreement in each case including, but not limited to, any Claims that may be filed or threatened relating to any of Sponsor's Marks (except to the extent that such Claims relate to SCAC's use of such Sponsor's Marks other than in compliance with this Agreement), (iii) any Advertising Copy or other advertising material furnished by Sponsor, (iv) any Sponsor Promotions, and (v) any consumer claims or complaints relating to Sponsor's products or services, except, in each case, to the extent attributable to the gross negligence or willful misconduct of a Coachella Valley Indemnified Party. The provisions of this Section 7 shall survive the termination or expiration of this Agreement.
8. **Miscellaneous.**
 - (a) **Assignment.** No party may assign any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed, except that SCAC may, without Sponsor's consent, (i) assign this Agreement (in whole or in part) to an affiliate, or to any party that owns or acquires the right to operate the Arena or acquires the right to own, operate or sell sponsorships on behalf of the CV Lakers, and (ii) collaterally assign or pledge its rights and obligations hereunder to any lender. Any purported assignment in violation of this Section shall be void.
 - (b) **Force Majeure.** Except as otherwise expressly provided in this Agreement, neither party shall be liable for any breach of this Agreement for any delay or failure of performance (excluding payment obligations) resulting from any cause beyond such party's reasonable control, including, but not limited to, the weather, strikes or labor disputes, war, terrorist acts, riots or civil disturbances, government regulations, pandemic or epidemic, acts of civil or military authorities, or acts of God. In the event any force majeure event causes SCAC to be unable to deliver any Sponsorship Benefits, SCAC shall provide make goods as described in Section 6 above.
 - (c) **Relationship of the Parties.** Nothing contained herein shall imply any partnership, joint venture or agency relationship between the parties and neither party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent expressly provided herein.

(d) **Notices.** All notices to be given pursuant to this Agreement shall be in writing and shall be deemed received when delivered personally, by facsimile or by reputable overnight courier (e.g., FedEx) to the addresses above. Either party may change its respective address by written notice to the other party of such change.

(e) **Confidentiality.** The terms of this Agreement, including, without limitation, the financial terms and the duration of this Agreement, shall be deemed confidential, and shall not be disclosed by either party without the other's consent, except that such consent shall not be required for: (i) SCAC's disclosure of the existence of this Agreement and/or any terms of this Agreement to any professional league having jurisdiction over the subject matter hereof, including, without limitation, the G League, as required by such league; (ii) SCAC's disclosure of any confidential information to Riverside County; or (iii) information that is or has become generally available to the public other than as a result of disclosure by a party in breach of this Agreement. All press releases, if any, relating to the subject matter of this Agreement shall be subject to the parties' mutual approval.

(f) **Subservience.** Notwithstanding anything to the contrary contained in this Agreement, this Agreement (as clarification, including, without limitation, all Sponsorship Benefits) is subject in all respects to all present and future federal, state and municipal laws, regulations, rules, orders and decisions (including, without limitation, those of the Federal Communications Commission) and all present and future contracts entered into by, as well as the Constitution, By-Laws and all other rules, board resolutions, policies and regulations of, the AHL, G League, their Commissioners' office and affiliated entities, and any and all other leagues, entities or organizations having jurisdiction over the rights and benefits granted to Sponsor herein, including, without limitation, all relevant territorial restrictions, including, without limitation, all agreements entered into by SHPD with the AHL member clubs, the AHL or its affiliated entities in connection therewith, or agreements entered into by SCAC or LALG with the G League member clubs, the G League or its affiliated entities in connection therewith (collectively, "**League Rules**").

(g) **Limitation of Damages.** Neither party shall be liable to the other party for any lost profits or consequential, incidental, special or punitive damages by reason of any breach of the terms of this Agreement.

(h) **Entire Agreement.** This Agreement, including the Standard Terms and Conditions, set forth the entire agreement of the parties, and supersede all prior agreements between the parties, with respect to the subject matter hereof. Any amendment or modification of this Agreement shall be in writing executed by the parties and subject to the consent of the G League to the extent required by League Rules.

(i) **Governing Law.** This Agreement is subject to all applicable federal, state and municipal laws, regulations and ordinances now and hereafter in effect. This Agreement shall be construed in accordance with the laws of the State of California (without regard to principles of conflicts of laws). Any dispute in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts (state or federal, as applicable) located in Los Angeles, CA.