

SPONSORSHIP

AGREEMENT

This agreement is made by and between **City of Dalton Parks and Recreation Department** with its principal offices located at **904 Civic Drive Dalton Ga. 30721** (the "Account"), COCA-COLA BOTTLING COMPANY UNITED-East, LLC, d/b/a **CHATTANOOGA COCA-COLA BOTTLING COMPANY**, an ALABAMA corporation with its principal offices located at **4600 EAST LAKE BLVD., BIRMINGHAM, ALABAMA 35217** (the "Bottler"). References to "Sponsor" include Bottler and Company. The parties are entering into this exclusive signage agreement because Account wishes to grant to Sponsor, and Sponsor wishes to accept, the exclusive rights (i) to offer Company Beverages for sale or sampling at the Property and (ii) for Sponsor to market and associate Company Beverages with the Property to promote their consumption and sale generally and at the Property. In consideration of the mutual promises contained here, the parties agree to the following terms regarding their exclusive sponsorship agreement.

I. Term.

This Agreement takes effect on 1/1/2020 and expires on 12/31/2020 And will Auto Renew for up to 4 additional years unless either party elects to opt out with a minimal 30 days' notice (the "Term").

2. Definitions.

2.1 "Beverages" shall mean all nonalcoholic beverages, including:

- † Carbonated soft drinks
- † Non-carbonated drinks (including "new age" beverages)
- † Non-alcoholic juices and juice drinks
- † "Sports" drinks, such as isotonic drinks
- † Enhanced drinks
- † Teas and tea drinks
- † Coffee and coffee drinks; provided Chattanooga Coca-Cola distributes
- † Frozen beverages (FCB, FNB)
- † Waters
- † Vitamin drinks
- † All crystals, powders, mixes or syrups from which Beverages can be made
- † No product of PepsiCo or an affiliate of PepsiCo may be sold, dispensed or served anywhere at the facilities

in any package or container. Beverages shall exclude alcoholic beverages, unflavored milk, non-alcoholic beer and wine, and tap water.

2.2 "Company Beverages" means Beverages marketed under brand names or trademarks owned by or licensed for the use to the Company.

2.3 "Competitive Products" means (i) all Beverages other than Company Beverages and (ii) any product marketed under trademarks related to or associated with a Beverage other than Company Beverages.

2.4 "Property" shall refer to **all Dalton Parks and Recreational facilities except the Dalton Municipal golf course and the Dalton Senior Center.**

2.5 References to Account or Property include Account's authorized agents or concessionaires at the Property, and the various locations at the Property, with a view to maximizing the sale of Beverages at the Property.

3.2 Account shall use its reasonable best efforts to maximize the sale and distribution of Company Beverages at the Property, including, if requested by Sponsor, through the use of contour hawking, and portable carts.

3.3 All Beverages sold, dispensed, service, distributed for free (sampled) or advertised anywhere, anytime at the Property shall be Company Beverages.

4. Marketing and Hospitality Rights.

4.1 Account grants to Sponsor the exclusive rights to:

- (i) Market Beverages at or in connection with the Property and Account, including the right to advertise on signs, as further described below.
- (ii) Market Beverages in connection with the Property and Account using the name, trademarks, copyrighted material or logos of the Property and Account on a royalty-free basis.
- (iii) Refer to Sponsor in all of Sponsor's marketing materials as a "sponsor" of the Property and/or Account and refer to any brand of Company Beverages in all of Sponsor's marketing materials as the "official" or "exclusive" soft drink, beverages, sports drink, tea (excluding brew tea), juice or juice drink of Property, or other mutually agreed descriptions.
- (iv) Sample Company Beverages without charge to attendees and guests at Property (at Sponsor's cost).
- (v) Undertake Beverage promotions at or in connection with the Property, including offering Company Beverages in promotional packaging at the Property. Account agrees to work with Sponsor to develop innovative, impactful promotional programs.
- (vi) All other marketing and hospitality rights, at no additional fee, described below.

4.2 If successfully awarded Pouring Rights bid, all Beverages sold or otherwise distributed at the Property shall be dispensed in cups or other containers prominently bearing only the trademarks of the Company and approved by Company from time to time as its "Approved Containers," in the sizes and with the trademarks approved by the Company for use at the Property. Subject to applicable law, Beverages shall be dispensed from dispensing equipment prominently featuring only the trademarks of Company.

4.3 Company Beverages shall be prominently identified with the appropriate POS materials selected by Sponsor on all menu boards and dispensing equipment located at the Property. POS materials may include cup danglers, fountain backs, stand-ups, banners, and trans light advertising at no cost to Account.

4.4 Sponsor may exercise all marketing rights granted in this Agreement in all Company Beverage advertising and marketing activities wherever they may be sold or served and with any customer of Sponsor. For purposes of this Agreement, "marketing materials" includes any promotional materials, packaging, premium items, electronic, on-line, broadcast and print media and point-of-sale materials. Sponsor's marketing materials may incorporate the marks, logos and/or branded products of

5.

5.1 Account will not enter into any relationship whereby the Property's or Accounts name or Trademarks are involved in promotions or marketing of any kind involving Competitive Products

5.3 Should Account learn of any Competitive Products being marketed or advertised in association with the Property or advertised at or around the Property, it shall promptly use its best efforts to stop such marketing or promotion to protect the exclusive associational rights granted to Sponsor in this Agreement.

6. **Representations.**

Account represents and warrants that it has full right and authority to enter into this Agreement and to grant to Sponsor the rights described in this Agreement. If Account's authority expires or is revoked, then, in addition to any other remedies available at law or in equity, Sponsor may terminate this Agreement.

7. **Other Provisions.**

7.1 **Right of First Refusal:** Sponsor and Account shall negotiate in good faith for a renewal of this Agreement for at least 60 days following the end of the Term. If no agreement is reached, Account may seek another concern as a Beverage sponsor of Property, but at no time shall Account enter into an Agreement with the other concern on more favorable terms than those offered to Sponsor without giving Sponsor a reasonable opportunity (not less than 30 days) to match such concern's offer. Right of First Refusal shall expire 60 from end of Term.

7.2 **Governing law:** This Agreement shall be governed by the law of the State of Georgia. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit of proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

7.3 **Retained rights:** This Agreement shall not give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of The Coca-Cola Company without Company's prior written approval. This Agreement shall not make any party the agent of any other.

7.4 **Entire Agreement:** Except as referred to below, this Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Rights or duties under this Agreement may not be assigned or delegated without the prior written consent of all parties and any assignment or delegation in violation of this Agreement must be in writing signed by all the parties. This Agreement and any amendments or waivers of it may be executed in

7.6 **Most Favored Sponsor:** Account shall not enter into any other beverage sponsorship agreement with terms which are in the aggregate more favorable than those provided to Sponsor.

7.7 **Pricing:** Dalton Parks and Rec . This price will be given throughout the term of this agreement and will change from time to time up to and never more than 3% increase per calendar year.

On behalf of Chattanooga Coca Cola Bottling Company United.

By: _____

(Print Name) _____

Accepted and Agreed to:

On Dalton Parks and Rec

By: _____

Print Name _____

Title _____

counterparts.

7.5 Confidentiality: The parties shall keep the terms of this Agreement confidential. No party shall publicize or discuss the terms in any way without the prior, written consent of the other parties, unless required to do so by law or judicial decision.

Specific Rights:

Chattanooga Coca-Cola Bottling Company

Coca Cola will continue to provide any equipment needed for Coca cola Beverages free of Charge and maintain the equipment. Current investment in equipment is Valued at \$10,000

Chattanooga Coca-Cola Bottling Company

Coca Cola will also print any Banners or Menu boards that Dalton parks and rec may need up to a value of \$500.

Chattanooga Coca-Cola Bottling Company

Will Pay a \$3.00 Rebate on all 20 oz 24 count cases purchased from Chattanooga Coca Cola United.

Chattanooga Coca-Cola Bottling Company will recognize any additional recreation facilities acquired by account during the length of this contract.

Chattanooga Coca-Cola Bottling Company

Coca Cola will also continue to donate free product for the GRPA Meeting, and Special Olympics a value of \$700 total in free product.