



This Sponsorship Summary (“Summary”), naming Academy Sports + Outdoors (“Academy”) as a Sponsor of the City of Dalton Parks and Recreation Department (“Recipient”), is governed by that certain Sponsorship Rider (“Rider”) between Academy and Recipient effective as of 2/1/2020 (“Effective Date”).

The term of this Summary is for the period of time from the Effective Date until 2/2/2021. Academy shall have the right to extend this Agreement for optional additional one (1) year periods. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient thirty (30) days prior to the end of the then current term. Recipient shall have the right to cancel said renewal by written notice to Academy within thirty (30) days of receipt of notice of the renewal.

Academy will provide the following to Recipient:

- \$5,000 payable pursuant to attached Sponsorship Rider

Recipient will provide the following sponsorship benefits to Academy:

- Recipient will place Academy banners on a minimum of seven (7) of the Recipient’s fields.
- Recipient will distribute Academy marketing materials when and where applicable as mutually agreed. Content to be mutually agreed upon by the Parties.
- Recipient will place Academy logo in program guide and brochure in newspaper.
- Recipient will place Academy’s logo and a link to Academy’s e-commerce website (Academy.com) on Recipient’s website.
- Minimum of two (2) scheduled league night events. Recipient must provide Academy with at least four (4) weeks advance notice for league night event requests and league night dates are subject to Academy’s agreement. Recipient must promote league nights on Recipient’s website, social media channels, and any other means applicable to ensure turnout.
- Recipient will provide proof of performance to include number of participants and pictures of banners on Recipient’s fields upon request.

**Category Exclusivity:**

Academy shall receive category exclusivity. Recipient shall not solicit or accept advertising, promotions, or sponsorship from any sporting goods or outdoor retailer competing with Academy. ‘Sporting Goods or Outdoor Retailer’ shall mean any retailer that devotes at least 51% of their total in-store or online sales area to the sale of items similar to items sold by Academy. By way of example and not limited to the following, Sporting Good and Outdoor Retailer shall include Dick’s Sporting Goods, Inc., Scheels, Sportsman’s Warehouse, Bass Pro Shops, Recreational Equipment, Inc. (REI), Cabela’s Inc., Champs Sporting Goods, Gander Outdoors, Carter’s Country, Hibbett Sports, Kansas Sampler, and Rally House.

**Invoicing:**

- Recipient shall submit invoice for payment processing via email to:  
**Cody.Reid@academy.com**

This **SPONSORSHIP RIDER** (“Rider”) is entered into on 2/1/2020 (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors** (“Academy”), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and City of Dalton Parks and Recreation Department (“Recipient”), a Georgia municipal corporation, located at 904 Civic Drive, Dalton, GA 30720. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”.

This Rider is made part of the Sponsorship Summary (“Summary”) by and between Academy Ltd. d/b/a Academy Sports + Outdoors (“Academy”) and Recipient dated 2/1/2020.

This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Parties’ sponsorship agreement, and that this Sponsorship Agreement consists of the Summary, this Rider, and any Exhibits or Schedules referenced therein (collectively, the “Agreement”).

1. **PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within sixty (60) days after Academy’s receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Agreement or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Agreement.
2. **INSURANCE.** Recipient may elect, at its own cost and expense, to procure and maintain adequate commercial general liability, umbrella, business auto, worker’s compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney’s fees and court costs, arising out of or related to this Agreement, Statement of Work, or any event or activity sponsored or promoted by Academy under this Agreement. Any deductible applicable to the insurance shall be paid by Recipient.
3. **REPRESENTATIONS, WARRANTIES AND GUARANTEES.** Each Party warrants, represents, and guarantees to the other that:
  - a. The party (i) understands all of the terms of this Agreement; (ii) has had the opportunity to review this Agreement with its counsel; (iii) has the full power and authority to enter and perform this Agreement; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Agreement; and (v) confirms that this Agreement has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
  - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Agreement; and
  - c. All services, consideration, or materials provided pursuant to the Agreement do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.
4. **MARKS.** Each Party grants to the other a limited, non-assignable, non-sublicensable, royalty free, non-exclusive license for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”) for the duration of the Term and only as set forth in the Summary. Each Party’s use of the Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Agreement shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.
5. **INDEMNIFICATION.** None.
6. **LIMITATIONS AND WAIVERS**
  - 6.1 **DAMAGE LIMITATIONS.** REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE

FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 **LIMITATION OF LIABILITY.** EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS AGREEMENT.

7. **ACKNOWLEDGEMENT.** The Parties acknowledge that Academy has no responsibility or obligation to do or cause to be done anything in connection with any Recipient events or Recipient premises other than that which is specifically provided for in the Agreement. It is understood that, at all times as between Academy and Recipient, Recipient will control the Recipient events and/or Recipient premises.
8. **ASSIGNMENT.** Either Party may assign this Agreement to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.
9. **ENTIRE AGREEMENT/CHANGES.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Agreement. This Agreement may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Agreement.
10. **RELATIONSHIP OF THE PARTIES.** The relationship of Academy and Recipient under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.
11. **CONFIDENTIALITY.** Recipient shall not disclose the terms of this Agreement including assets and compensation and other Academy proprietary business information. During and after the term of this Agreement, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.
12. **CHOICE OF LAW AND FORUM.** THE LAWS OF THE STATE OF GEORGIA GOVERN THIS AGREEMENT AND ANY DISPUTES RELATED TO THIS AGREEMENT WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS AGREEMENT, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES. IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO THE EXCLUSIVE JURISDICTION OF THE SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA.

[SIGNATURES ON NEXT PAGE.]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date written above.

**ACADEMY**

ACADEMY, LTD., d/b/a  
ACADEMY SPORTS + OUTDOORS  
By: ACADEMY MANAGING CO., L.L.C.  
It's General Partner

**RECIPIENT**

City of Dalton  
Parks and Recreation Department

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_