

Event Sponsorship Agreement

This TDS Event Sponsorship Agreement (the “**Agreement**”) is made between TDS Metrocom, LLC d/b/a TDS Telecom, a Delaware limited liability company, (“**TDS**”) whose primary office is located at 525 Junction Road, Madison, WI 53717 and Villlage of Kronenwetter (“**Organizer**”), whose primary office is located at 1582 Kronenwetter Dr.

1. BACKGROUND; TERM; EXCLUSIVITY

1.1. TDS wishes to sponsor the event(s) described in Exhibit A (each an “**Event**”), which shall be organized and operated by Organizer. This Agreement outlines the terms and conditions related to TDS’s sponsorship of each Event.

1.2. This Agreement shall be effective on the last signature date on page two (the “**Effective Date**”) and will remain in effect for 12 months.

1.3. TDS will be the only sponsor of each Event who is a provider of residential or commercial internet, video, phone, wireless, and/or cellular services.

2. SPONSORSHIP BENEFITS & FEES

2.1. TDS will be recognized as a sponsor of each Event and will receive the sponsorship benefits outlined in Exhibit A. In exchange for these sponsorship benefits, TDS will pay Organizer the sponsorship fee(s) outlined in Exhibit A.

2.2. Organizer will submit an invoice for the sponsorship fee amount to TDS at Telecominvoice@tdsinc.com with a copy to their primary TDS contact person. TDS will remit payment to Organizer in full within 45 days after receiving the invoice.

2.3. If Organizer is unable to provide any of the agreed-upon sponsorship benefits to TDS, the parties will work in good faith to agree upon substitute sponsorship benefits of comparable value. If Organizer cannot provide substitute sponsorship benefits of comparable value, TDS is entitled to a pro-rated refund of the sponsorship fee.

3. ORGANIZER RESPONSIBILITIES

3.1. Organizer is solely responsible for the production, control, and supervision of each Event, including entering into any agreements and obtaining permissions regarding the operation, broadcast, facilities, or site of each Event, and any damages that result therefrom. Organizer represents that it has and will continue to have the authority to sanction, organize, administer, conduct, and promote each Event.

3.2. Organizer will promptly notify TDS of any circumstance that threatens to delay or force the cancellation of an Event or prevent Organizer from providing TDS any of the agreed-upon sponsorship benefits.

4. INDEMNIFICATION; LIMITATION OF LIABILITY

4.1. Organizer will defend, indemnify, and hold TDS and its agents harmless from and against damages, liabilities, losses, costs, and/or expenses (including reasonable attorneys’ fees) resulting from any third party claim that arises out of or in connection with: (a) Organizer’s infringement of intellectual property rights; (b) Organizer’s violation of privacy and publicity rights or advertising injury or liability; and (c) any personal injury, property damage, or violation of law that occurs in connection with an Event or Organizer’s performance of this Agreement.

4.2. By entering into this Agreement, TDS in no manner assumes any responsibility or liability whatsoever for the production, operation, control, monitoring, or supervision of any Event or activities associated with an Event, unless such responsibility is explicitly assigned to TDS pursuant to this Agreement.

4.3. TDS WILL HAVE NO LIABILITY TO ORGANIZER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR REVENUE IN CONNECTION WITH OR ARISING FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, EVEN IF ORGANIZER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. INSURANCE REQUIREMENTS

5.1. During the term of this Agreement, each party will maintain the following minimum insurance coverages at its sole expense:

- 5.1.1. If Organizer has employees, Worker’s Compensation insurance as required by law and Employer’s Liability with minimum coverage of \$500,000 per occurrence.
- 5.1.2. Commercial General Liability (“**CGL**”) Insurance with minimum coverage of \$2,000,000 per occurrence (which may be provided in any combination of primary and umbrella liability coverage), including coverage for bodily injury and property damage, premises and operations, products, completed operations, contractual liability, independent contractors, and personal/advertising injury liability.
- 5.1.3. Insurance coverage for infringement of any intellectual property right of any third party, including without limitation trademark, copyright, trade dress, or slogan and unauthorized access to private or confidential information (which may be provided in the form of Media Liability, Sponsorship, Professional, or Commercial General Liability or other similar coverage) with minimum coverage of \$2,000,000 per claim.

5.2. Additionally, during the term of this Agreement, Organizer will maintain, or cause the Event venue(s) to maintain, as applicable, the following minimum insurance coverages at its sole expense:

- 5.2.1. If the use of automobiles is required to operate any Event, commercial automobile liability insurance, each with limits of at least \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account of any occurrence, and \$1,000,000 for each occurrence of property damage.

5.2.2. If alcoholic beverages are sold or given away at, from the site of, or in connection with any Event, employer's liability, host liquor liability, liquor liability, and so-called "dram shop" liability coverage with a combined single limit of \$3,000,000 or the minimum amount required by state law, whichever is higher.

5.3. Organizer's required liability insurance will be (a) primary and non-contributory with respect to liability assumed by Organizer hereunder; (b) will include a waiver of subrogation in favor of TDS; and (c) will name TDS Telecommunications LLC, its subsidiaries, divisions, and affiliates and their officers, directors, partners, employees, and representatives, including their respective successors and assigns, as additional insureds.

5.4. Each party will provide the other party with a certificate of insurance evidencing the insurance coverage required by this section upon request from the other party.

6. TERMINATION

6.1. Either party may terminate this Agreement upon written notice to the other party if: (a) the other party materially breaches any of its obligations under this Agreement and fails to cure such breach within 10 days of receiving written notice thereof from the other party; and/or (b) either party determines, in good faith, that the other party is or has been involved in criminal or disreputable activity that may damage, detract from, or reflect unfavorably on the terminating party's public image, good will, or business reputation.

6.2. If this Agreement is terminated for cause by TDS, Organizer will refund any prepaid sponsorship fee amounts to TDS within 30 days after termination and, at TDS's request, announce and publicize the discontinuation of TDS's sponsorship. If this Agreement is terminated for cause by Organizer, TDS will not be eligible for a refund of any prepaid sponsorship fee amounts.

6.3. Upon any termination of this Agreement, Organizer will: (a) return any TDS property in Organizer's possession, including any property bearing TDS Marks; (b) take all reasonable steps to protect TDS Marks and stop using them unless otherwise authorized by TDS per Section 7.1 below.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Definition. For purposes of this section, the term "Marks" shall mean any name, trade name, logo, word, phrase, symbol, design, trademark, or a combination of such things that identifies a party and/or the goods or services it provides.

7.2. TDS Marks. Organizer will have the limited, worldwide, non-exclusive, right to use TDS's Marks on a royalty-free basis for the limited purpose of fulfilling its obligations under this Agreement. Unless otherwise indicated in Exhibit A, Organizer shall discontinue its use of the TDS Marks upon expiration of this Agreement and return or destroy (as directed by TDS) any materials containing TDS Marks. If Organizer continues to use TDS Marks beyond the expiration of this Agreement, their use should be considered at all times to be at TDS's direction and must comply with the terms of this Agreement. Any additional benefits to TDS that inure due to Organizer's use of TDS Marks after expiration of this Agreement will be at no cost to TDS.

7.3. Organizer Marks. TDS will have the limited, worldwide, non-exclusive right to use Organizer's Marks on a royalty-free basis for the limited purpose of advertising and promoting each Event and TDS's sponsorship thereof.

7.4. Event Marks. To the extent applicable, TDS will have the limited, worldwide, non-exclusive right to use Marks associated with each Event for purposes of advertising and promoting the Event and TDS's sponsorship thereof.

7.5. Use Restrictions. Each party's use of the other party's Marks will be in the form provided by the other party unless it has given advance written approval (email is sufficient) of other forms or uses. Each party will comply with any branding guidelines provided by the other party governing use of its Marks. Each party may request to review and approve in advance all materials produced by the other party that contain its Marks.

8. MISCELLANEOUS

This Agreement will be governed by the laws of the State of Wisconsin, without regard to its conflicts of law rules. Sections 4, 7, and 8 will survive termination of the Agreement. Organizer will deliver any legal notices to TDS in writing with delivery confirmation to TDS Telecom, ATTN: Legal, 525 Junction Road, Madison, WI 53717 and send an electronic copy to legal_team_notices@tdstelecom.com.

ORGANIZER

TDS

Signature

Signature

Print Full Name & Title

Print Full Name & Title

Date

Date

EXHIBIT A: EVENT DETAILS, SPONSORSHIP BENEFITS, AND SPONSORSHIP FEES

EVENT DETAILS

TDS will sponsor the Event(s) described below:

<i>Event Name and/or Description</i>	<i>Event Date(s)</i>	<i>Event Venue Address</i>	<i>City</i>	<i>State</i>
Bike & Walk for the Health of It	May 16, 2024	Towering Pines Park	Kronenwetter	WI
Movie in the Park	July 26, 2024	Buska Park	Kronenwetter	WI
Movie in the Park	August 23, 2024	Friendship Park	Kronenwetter	WI

SPONSORSHIP BENEFITS

In exchange for its sponsorship of the Event(s), TDS will receive the following benefits:

Bike & Walk for the Health of It – May 16, 2024

Marketing Tent & Table, TDS on social media posts, event pages, website event pages, printed posters, & physical signs identifying TDS as a sponsor.

Movies Under the Stars – July 26 & August 23

Marketing Tent & Table, TDS on social media posts, event pages, website event pages, printed posters, & physical signs identifying TDS as a sponsor.

SPONSORSHIP FEE

TDS will pay the following sponsorship fee(s): **Bike & Walk for the Health of It – Raffle Basket sponsorship = \$75, Movie in the Park on July 26 – Raffle Basket sponsorship = \$75, Movie in the Park – Raffle Basket Sponsor = \$75. The total for these 3 sponsorships is \$225.**

TDS will provide the following in-kind (non-monetary) donations: **not applicable**

Total Value Provided by TDS (total sponsorship fees + total value of in-kind donations): \$ \$225.00

OTHER OBLIGATIONS

TDS agrees to:

Not Applicable

Organizer agrees to:

Submit proofs of all materials that contain TDS Marks to Malibu.Springer@tdstelecom.com for review and approval before production..