

## **SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (the “Agreement”) is entered into as of January 1, 2026 (the “Effective Date”) by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the “City”), and Clarity Telecom, LLC, a Delaware limited liability company, d/b/a Bluepeak, (the “Sponsor,” and together with the City, the “Parties”).

### **RECITALS**

**WHEREAS**, the City is engaged in the management and the operation of the arena and expo center, known as the Red Baron™ Arena & Expo, and four softball/youth baseball fields, known as the Amateur Sports Complex, hereafter referred to as the “Property,” located in Marshall, MN;

**WHEREAS**, the Sponsor wishes to be a sponsor of the Property by providing financial support in exchange for certain rights to be granted in connection with the Property and agrees to do so under the terms and conditions of this Agreement;

**WHEREAS**, the City wishes to grant the Sponsor certain rights in connection with the Sponsorship on the terms and conditions set forth below; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

#### **1. GRANT OF RIGHTS.**

As consideration for the Sponsorship Rights, as such term is defined in Exhibit A, the City hereby offers space to Sponsor to advertise as and other advertising rights described in this Agreement and in Exhibit A attached hereto and made a part hereof, in connection with the Property.

#### **2. SPONSORSHIP FEE.**

The total Sponsorship Fee, as such term is defined in Exhibit A, and the schedule of payments of the Sponsorship Fee shall be as set forth in Exhibit A hereto.

#### **3. TERM.**

This Agreement is effective as of the Effective Date and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4(B) of this Agreement (the “Term”) until December 31, 2027. On or before July 1<sup>st</sup> of the expiration year, City and Sponsor shall meet at a mutually agreeable time to discuss the Term of the contract.

#### **4. SPONSORSHIP RENEWAL AND TERMINATION.**

##### **(A) SPONSORSHIP RENEWAL.**

The Sponsor shall have the right of first negotiation to negotiate a two (2) year renewal of the Sponsorship Rights at completion of the Term. The City shall negotiate the terms and

conditions for sponsorship rights for subsequent terms exclusively with the Sponsor for a period of one hundred eighty (180) days prior to the expiration of the Term. If, after the expiration of this time period, no agreement has been reached, then City may negotiate with third parties for the Sponsorship Rights.

**(B) TERMINATION.**

This Agreement may be terminated:

- (i.) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within ninety (90) days of receipt of written notice thereof.
- (ii.) By either Party, for failure to comply with Section 6 of this Agreement by the other Party, if the other Party's failure to comply is not cured within ninety (90) days of receipt of written notice thereof.
- (iii.) By either Party at any time and on provision of written notice, if any of the other Party's representations and warranties under this Agreement prove to be inaccurate in any material respects.
- (iv.) By either Party at any time and on provision of written notice, if the other Party is convicted of any crime or offense or is guilty of serious misconduct in connection with performance under this Agreement.
- (v.) By Either Party at any time without cause if either party deems continuation of this agreement is not in said party's best business interest. Termination without cause requires sixty (30) days written notice to non-terminating party before termination becomes effective.

**5. RESPONSIBILITIES.**

**(A) Of the City.** The City agrees to do each of the following:

- (i) Provide the Sponsor with the Sponsorship Rights detailed in this Agreement and Exhibit A to this Agreement.
- (ii) Organize, produce, and supervise events in a workmanlike manner, in accordance with applicable laws, and with professional diligence and skill, using fully trained, skilled, competent, and experienced personnel.
- (iii) Make all arrangements for the use of the venue, including securing any necessary permits, coordinating parking and/or transportation, supplying equipment, and contracting with vendors and other service providers.
- (iv) Deliver the Property Trademarks (as defined in Section 7(B) below) to the Sponsor within thirty (30) days of the Effective Date, and within thirty (30) days of any subsequent revision of the Property Trademarks.

- (v) Provide adequate professional security for the Events and take reasonable steps to ensure the safety of all workers, volunteers, and people attending the Events.
  - (vi) Use best efforts to obtain appropriate media coverage of the Property.
  - (vii) Use best efforts to promote the Property and maximize attendance.
- (B) Of the Sponsor. The Sponsor agrees to do each of the following:
- (i) Provide all assistance and cooperation to the City that is necessary in connection with the Sponsor's Sponsorship Rights of the Property.
  - (ii) Deliver the Sponsor Trademarks (as defined in Section 7(A) below) to the City within thirty (30) days of the Effective Date.

**6. PARTIES' REPRESENTATIONS AND WARRANTIES.**

- (A) The Parties each represent and warrant as follows:
- (i) Each Party has full power, authority, and right to perform its obligations under the Agreement.
  - (ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
  - (iii) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (B) The City hereby represents and warrants as follows:
- (i) The Property shall be operated in accordance with and shall not violate any applicable laws, rules, or regulations, and the City shall obtain all permissions required to comply with such laws, rules, or regulations.
  - (ii) The City shall notify the Sponsor of any changes that would materially change the deliverable elements at least ninety (90) days before implementing such changes.
  - (iii) The obligations required by this Agreement shall be performed by the City, the City's staff or such operational or management resources the City may engage, and the Sponsor will not be required to hire, supervise, or pay any individual or entity to help or to enable the City perform such obligations. Sponsor will have no obligations as an operator, employer, manager or other decision-maker with respect to the Property, and neither the City nor its employees nor any contractors will be entitled to receive any benefits which employees of Sponsor are entitled to receive.

## 7. TRADEMARKS.

### (A) Sponsor Trademarks.

- (i) License. The Sponsor hereby grants the City a non-exclusive limited license to use, display, and reproduce its logos, trademarks, service marks, and trade names (each, a “Sponsor Trademark” and collectively, the “Sponsor Trademarks”) only in connection with the promotion and advertisement of the Property and any listing of the sponsors of the Property during the Term and any Renewal Term. Other than as set forth in Exhibit A, the City agrees to obtain the consent of the Sponsor before each new or different use, display, and reproduction of the Sponsor Trademarks
- (ii) Ownership. All Sponsor Trademarks provided, leased, or licensed to the City in connection with the Property are the Sponsor’s sole property, and the City has no ownership or other intellectual property rights in or to such items, except for the limited license granted in Section 7 (A) (i).
- (iii) No Infringement. The Sponsor represents and warrants to the City and unconditionally guarantees that all of the Sponsor Trademarks are owned by the Sponsor or that the Sponsor has permission from the rightful owner to use each of these elements.

### (B) Property Trademarks.

- (i) License. The City hereby grants the Sponsor a non-exclusive limited license to use, display, and reproduce the logos, trademarks, service marks, and trade names, associated with the Property (each a “Property Trademark” and collectively, the “Property Trademarks”) only in connection with the promotion and advertisement of the Sponsor’s products and services during the Term and any Renewal Term. The Sponsor agrees to obtain the consent of the City before each use, display, and reproduction of the Property Trademarks.
- (ii) Ownership. All Property Trademarks provided, leased, or licensed to the Sponsor in connection with Events are the City’s sole property, and the Sponsor has no ownership or other intellectual property rights in or to such items, except for the limited license granted in Section 7 (B) (i).
- (iii) No Infringement. The City represents and warrants to the Sponsor and unconditionally guarantees that all of the Property Trademarks are owned by the City or that the City has permission from the rightful owner to use (and to permit Sponsor to use) each of these elements as provided by this Agreement.

## 8. EVENT MERCHANDISE.

Sponsor-Created Merchandise. During the Term and any Renewal Term and subject to the approval of the City, which shall not be unreasonably withheld, the Sponsor shall have the right to create, manufacture or cause to be manufactured, and sell or give away

merchandise associated with the Property and containing the Sponsor's Trademarks in connection with the promotion of the Sponsor's products and services. All merchandise caused to be manufactured for sale or to be given away by the Sponsor in association with the Property shall be of high quality, free from product defects, merchantable, and suitable for its intended purpose.

## **9. INDEMNIFICATION.**

- (A) Of Sponsor by City. Subject to limits applicable under Minnesota law, the City shall indemnify and hold harmless the Sponsor and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any Claims that any of them may suffer from or incur and that arise or result primarily from any inaccuracy of any representation or warranty made by the City under this Agreement or the City's breach of any of its obligations, agreements, or duties under this Agreement. City does not waive its rights under Chapter 466 of the Minnesota Statutes.
- (B) Of City by Sponsor. The Sponsor shall indemnify and hold harmless the City and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any Claims that any of them may suffer from or incur and that arise or result primarily from any inaccuracy of any representation or warranty made by the Sponsor under this Agreement or the Sponsor's breach of any of its obligations, agreements, or duties under this Agreement.

## **10. INSURANCE.**

Each Party shall maintain, at its own expense, insurance coverage required in the reasonable amounts and types for each party's operations.

## **11. FORCE MAJUERE.**

Either party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes or labor disputes, embargoes, government orders or any other force majeure event.

## **12. DATA PRACTICES.**

The parties understand this agreement is subject to the Minnesota Government Data Practices Act. To the extent Sponsor deems information confidential or trade secret, Sponsor shall notify City of such designation. Otherwise, all data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by Chapter 13 of Minnesota Statutes, or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

**13. NATURE OF RELATIONSHIP; NO THIRD PARTY BENEFICIARIES.**

The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Nothing in this Agreement shall create any obligation between either Party and a third party.

**14. AMENDMENTS.**

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

**15. ASSIGNMENT.**

Neither Party may, without the prior written consent of the other Party, assign, subcontract, or delegate its obligations under this Agreement, except that the Sponsor may assign this Agreement to a purchaser of all or substantially all of the Sponsor's assets, provided that the Sponsor guarantees the performance of and causes the assignee to assume all obligations of the Sponsor under this Agreement. City may assign the operational and management duties of the Property to a third party provider in whole or in part, subject to the terms and conditions of this Sponsorship Agreement.

**16. SUCCESSORS AND ASSIGNS.**

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

**17. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**18. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Sponsor:

Clarity Telecom, LLC d/ b/a Bluepeak  
Attn: Leslie Norgren, VP Marketing  
4600 S Ulster Street, Suite 1300  
Denver CO 80237

If to the City:

City of Marshall  
ATTN: Sharon Hanson, City Administrator  
344 W. Main St.  
Marshall, MN 56258

### **19. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of Minnesota.

### **20. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

### **21. SEVERABILITY.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

### **22. AUDIT.**

Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit-in-progress needs a longer retention time.

### **23. ENTIRE AGREEMENT.**

This Agreement, together with the Exhibits hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**24. HEADINGS.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**SPONSOR**

CLARITY TELECOM, LLC d/b/a BLUEPEAK

By: \_\_\_\_\_  
Name: Leslie Norgren  
Title: VP Marketing

**CITY**

CITY OF MARSHALL

By: \_\_\_\_\_  
Name: Robert J. Byrnes  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Steven Anderson  
Title: City Clerk

**EXHIBIT A**  
**SPONSORSHIP RIGHTS, FEE, AND INSURANCE**

**1. SPONSORSHIP RIGHTS.**

In exchange for the Sponsorship Fee, as defined in Section 2 below, the Sponsor will receive the following rights and benefits in connection with the Property (collectively, the "Sponsorship Rights"):

(A) Signage and branding. The Sponsor will receive the right to:

- 1) Dasher Board. Sponsor shall receive one (1) premium dasher board sign in the main arena/expo floor (Action) and one (1) premium dasher board sign in rink 2 (Lockwood). Dasher board signage to be developed pursuant to logo provided by Sponsor and will be positioned at such prominent locations in the rinks as the Parties may agree.
- 2) In-Ice Logo. Sponsor shall receive two in-ice logos in the main arena (Action) as well as two in-ice logos in rink 2 (Lockwood), with size and location on the ice as the Parties may agree. Logo is to be provided by Sponsor.
- 3) Stairway Signage (95" L x 109" H). Sponsor retains priority signage located within the facility upon walking up the main stairway wall.
- 4) Home Bench (12' L x 4' H). Sponsor shall receive one (1) sign on the home bench box in main arena (Action).
- 5) Press Box Signage (64" L x 34" H). Sponsor shall receive one (1) sign on the press box area in the main arena/expo floor (Action).
- 6) TV Clings. Sponsor shall receive seven (7) TV clings to be placed on TVs throughout the Red Baron Arena & Expo.
- 7) Championship Field & Game Day Signage (108" L x 54" H). Sponsor shall receive two (2) Championship Field signs and two (2) Game Day field signs at the Amateur Sports Complex. Signage to be developed pursuant to logo provided by Sponsor and will be positioned at such prominent locations on the fields as the Parties may agree.

If the Sponsor logo changes during the contract, the Sponsor is responsible for printing and implementation costs of new logo at any of the signage/branding areas. Sponsor will provide art files based on the specification information sent by the City and both parties will mutually agree upon deadlines/timelines for final art files, installations and invoicing for these items.

Sponsor may refer to itself in media campaigns, including written, audio or visual materials, as "Official Sponsor" or "Founding Sponsor" of the Red Baron Arena & Expo, or such other designations as the Parties may agree from time to time.

One annual recap report with photos of all elements to be compiled by the City and sent to the Sponsor in December of each year of the agreement and/or as completed.

(B) Media Rights. The Sponsor will receive the right, valued at the amounts listed below, to:

**Package Value:**

In Ice Logos (4)	\$8,000
Stairway Sign	\$1,500
Dasher Boards (2)	\$1,850
Home Bench Marketing	\$3,000
Press Box Signage	\$250
TV Clings (7)	\$250
Championship Field & Game Day Signage	\$1,600
<b>Total Advertising Package Value</b>	<b>\$16,450 per year</b>

**2. SPONSORSHIP FEE.**

In exchange for the Sponsorship Rights as defined herein, the Sponsor agrees to pay the City fourteen thousand and seven hundred dollars (\$14,700) (the “Sponsorship Fee”) as follows:

(A) Sponsorship Funding. Sponsor shall pay the sum of \$14,700.00 each year of the contract for this sponsorship agreement. Sponsor will be invoiced for seven thousand three hundred and fifty dollars (\$7,350) in January and July of each contract year. Payment of seven thousand three hundred and fifty dollars (\$7,350) to be made to City of Marshall in January and July of each contract year.

**3. HARD COSTS.**

In addition to the Sponsorship Fee, the Sponsor agrees to pay hard costs for elements in this agreement.

(A) Hard Costs for printing and installation are listed below and will be invoiced separately from this sponsorship agreement by City to Sponsor.

- 1) In-Ice Logos (4): \$2,065
  - In-ice logo hard cost paid in October 2025. Any additional ice logo changes would incur this hard cost.
- 2) Stairway Signage (1): \$975
- 3) Home Bench (1): \$1,300
- 4) Championship Signage (2 Fields)/ Game Day Signage (2 Fields): \$680

Any additional hard costs, not listed in this agreement, will be mutually agreed upon between the Sponsor and the City in writing before any costs are incurred.

