

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “Agreement”) is entered into as of February 22, 2022 (the “**Effective Date**”) by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the “**City**”), and Bremer Bank, National Association, (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 yet to be named, hereafter referred to as the “**Property**,” located in Marshall, MN;

WHEREAS, the Sponsor wishes to be a continuing 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 grants the Sponsor the 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, for the Sponsorship Rights 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, through and including February 28, 2023 (the “**Term**”), unless renewed for such “**Renewal Term(s)**” as the parties may agree pursuant to Section 4 below.

4. SPONSORSHIP RENEWAL AND TERMINATION.

(A) SPONSORSHIP RENEWAL.

The Sponsor shall have the right of first negotiation to negotiate the renewal of this Agreement. The City shall negotiate exclusively with the Sponsor for a period of one

hundred eighty (180) days prior to the expiration of the Term (and any Renewal Term) with respect to the terms and conditions of any renewal.

(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 thirty (30) days of receipt of written notice thereof.
- (ii.) By either party, for failure to comply with Section 7 of this Agreement by the other party, if the other party's failure to comply is not cured within thirty (30) 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.

Upon termination by City pursuant to this Section 4(B), the City shall promptly refund all prepaid Sponsorship Fee(s), prorated to the effective date of such termination.

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 persons 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.

(viii) Provide a written report each calendar year summarizing the Events and other activity at the Property in the preceding calendar year, including (to the extent known) Event attendance, dates and placement history for Sponsor advertisements played, as well as a summary of promotional efforts related to the Property.

(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 Sponsorship Rights.
- (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 obligated.

(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 or circumstances that would materially impact the Property or the exercise of Sponsorship Rights at least ninety (90) days before implementing such changes, or as soon as reasonably possible, if any such changes or circumstances are not capable of 90-day notice.
- (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 as provided by Section 15., 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, nor will the City, its employees or any contractors be entitled to receive from or through Sponsor workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, other benefits or Social

Security on account of this Agreement. City specifically assumes responsibility to determine its workers' eligibility for coverage under the Patient Protection and Affordable Care Act.

- (C) The Sponsor hereby represents and warrants as follows:
- (i) The Sponsor will make timely payments of the Sponsorship Fee to the City under this Agreement and as detailed in Exhibit A hereto.
 - (ii) The Sponsor shall provide such other assistance to the City as the Sponsor deems reasonable and appropriate.

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**") strictly 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(s). The City agrees to obtain the prior consent of the Sponsor before each use, display, or 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 will be of high quality, reasonably free from product defects and suitable for its intended purpose.

9. INDEMNIFICATION.

- (A) Of Sponsor by City. Subject to limits applicable under Minnesota law, the City shall indemnify, defend and hold harmless the Sponsor and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, (collectively, the "**Claims**") that any of them may suffer from or incur and that arise from or result primarily from (i) any inaccuracy of any representation or warranty made by the City under this Agreement, or (ii) the City's breach of any of its obligations, agreements, or duties under this Agreement, or (iii) Claims for bodily injury, death, or property damage or loss, but in each case only in proportion to and to the extent such Claims arise out of or are caused by the negligent or intentional acts or omissions of the City and/or the City's officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns.
- (B) Of City by Sponsor. Subject to limits applicable under Minnesota law, the Sponsor shall indemnify, defend 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 from 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 with respect to the Property.

11. FORCE MAJUERE

Neither party will be liable for any failure of or delay in the performance of its obligations under 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. The party whose performance is so affected shall give prompt notice to the other party, and shall undertake reasonable effort to resume performance.

Notwithstanding the foregoing paragraph of Section 11, in the event that the City does not provide the Sponsorship Rights in whole or in part due to a force majeure event, the City shall provide, subject to Sponsor's approval, replacement or alternative Sponsorship Rights as are reasonably equivalent and appropriate substitutions for the benefits not provided.

12. CONFIDENTIALITY.

Each party agrees, during the Term, and any Renewal Term, and for a period of five (5) years thereafter, to hold in strictest confidence and not to disclose to any person, firm, or corporation without the prior written consent of the other party, any of the terms or conditions of this Agreement (and except for the exercise of the Sponsorship Rights), subject to the Minnesota Government Data Practices Act and other approval laws.

13. NATURE OF RELATIONSHIP; NO THIRD PARTY BENEFICIARIES.

The Parties agree that they are independent contractors of one another, and 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. Nothing in this Agreement will be construed as an endorsement, recommendation or warranty (except as specifically set forth in Sections 6 and 7) by a party of any products or services offered or provided generally by the other party, and neither party will make statements to that effect or otherwise imply the existence of any such endorsement, recommendation or warranty.

14. AMENDMENTS.

No amendment, change, or modification of this Agreement will be valid unless in writing, identified as an amendment 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 or to a Sponsor affiliate, 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 obligation, or to exercise any right, 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 of the same or any other obligation or to exercise any right 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 shall be in writing and shall be given in person, by overnight courier, or by United States mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Sponsor:

Bremer Bank, National Association
Attn: Chad Drake
208 E. College Dr.
Marshall, MN 56258

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, without regard to its conflicts of laws principles.

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. 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, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

23. 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

BREMER BANK, National Association

By: Chad Drake
Name: Chad Drake
Title: Market President

CITY

CITY OF MARSHALL

By: _____
Name: Robert J. Byrnes
Title: Mayor

ATTEST:

By: _____
Name: Kyle Box
Title: City Clerk

EXHIBIT A
SPONSORSHIP RIGHTS, FEE, REBATE OF FEE, AND INSURANCE

1. SPONSORSHIP RIGHTS.

In exchange for the Sponsorship Fee, as defined in Section **Error! Reference source not found.** 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) Videoboard Sponsorship. The 13’ 8” x 25’ videoboard located in the main arena , and all other display screens configured for simultaneous broadcast of the main videoboard content, will feature video spots at City-run Events. Ten and thirty-second advertisement will be included for Sponsor, and played at such times during the Events as to maximize exposure to attendees.
 - 2) Dasher Board. Sponsor shall receive one (1) dasher board sign in the main arena and one (1) dasher board sign in rink 2. 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.
 - 3) In-Ice Logo. Sponsor shall receive one in-ice logo in the main arena, with size and location on the ice as the Parties may agree. Logo is to be provided by Sponsor.
 - 4) Signage. Sponsor retains priority signage located within the facility upon entrance of the Main Rink

Generally, the City shall make reasonable effort to ensure that Sponsor’s logo is not placed next to the name, logo or signage of any other financial institution (e.g., bank, credit union, savings and loan), insurance agent or carrier, or financial services firm (each a “**Competitor**”), unless Sponsor specifically approves in advance. Additionally, the City will make reasonable effort to ensure that Sponsor ads will not be run immediately before or after the ad of any Competitor.

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.

2. SPONSORSHIP FEE.

In exchange for the Sponsorship Rights as defined herein, the Sponsor agrees to pay the City the amount of Two Thousand and no/100 Dollars (\$2,000.00) (the "Sponsorship Fee") as follows:

- (A) Sponsorship Funding. Sponsor shall pay the sum of \$2,000.00 for this exclusive sponsorship agreement. Payment to be made to City of Marshall prior to December 15th of 2022.