



December 9, 2024

AT&T Mobility LLC, a Delaware limited liability company, on behalf of itself and its operating AFFILIATE(S), (hereinafter "AT&T") and the City of Westlake, located at: 4001 Seminole Pratt Whitney Rd. Westlake, FL 33470 (hereinafter "CITY"). CITY, enter into this agreement ("AGREEMENT") for a sponsorship of City of Westlake 5K to be held on January 25, 2025 ("EVENT"). CITY, and AT&T, each of which may be referred to in the singular as ("PARTY") or in the plural as ("PARTIES"), agree to the following:

## 1. Definitions:

- 1.1. "AFFILIATE(S)" means an entity that controls, is controlled by, or is under common control with, a party, now known or hereafter in the future during the TERM. For purposes of this definition, AT&T Inc. is not an AFFILIATE of AT&T, but AT&T Inc. may be considered in determining whether other entities are AFFILIATES of AT&T.
- 1.2. "AT&T MARKS" shall mean the trademarks, copyrights, trade names, brands, service marks, trade dress, logos, slogans, emblems, logotypes, insignia, designs, mascots, and other intellectual property rights owned, controlled, or used by AT&T or its AFFILIATE(S).
- 1.3. "DESIGNATIONS" shall mean those official designations available for use by AT&T and shall include any use of "AT&T" or a product with AT&T and/or such product name identified as the preferred or official sponsor of EVENT and any other official DESIGNATIONS mutually agreed upon by the PARTIES.
- 1.4. "LAW(S)" shall mean all applicable laws, including but not limited to all federal, state, and local statutes, ordinances, regulations, orders, codes, decrees, judgments, decisions of any governmental agency or court, regardless of origin, type or jurisdiction.
- 1.5. "MARK(S)" means EVENT MARKS, AT&T MARKS, and individually and collectively the corporate brand, trademarks, copyrights, trade names, brands, service marks, trade dress, logos, slogans, emblems, logotypes, insignia, designs, mascots and other intellectual property rights owned or used by a PARTY or third party.
- 1.6. "THIRD-PARTY INCLUSION" shall be defined as the right to incorporate any third-party identification, trademarks, service marks, services, products, or other defining characteristics of retailers, distributors, vendors and/or device manufacturers in or with AT&T's promotional materials.
- 1.7. "EVENT MARKS" shall mean those MARKS owned, controlled, or used by CITY or its AFFILIATES. EVENT MARKS available for use by AT&T are provided in Attachment B.
- 1.8. "SPONSORSHIP RIGHTS" shall mean AT&T's rights and benefits outlined in Attachment A.

## 2. Term:

- 2.1. This AGREEMENT is effective on December 10, 2024 ("EFFECTIVE DATE") and expires on January 25, 2025 ("TERM").

## 3. Promotion Rights and Sponsorship Rights:

- 3.1. CITY grants AT&T the right and license to exercise THIRD-PARTY INCLUSION in or with any use of promotional materials associated with EVENT MARKS, and the SPONSORSHIP RIGHTS.
- 3.2. Except as otherwise specifically set forth in Attachment A hereto:
  - 3.2.1. CITY shall grant AT&T the SPONSORSHIP RIGHTS for the TERM.
  - 3.2.2. All SPONSORSHIP RIGHTS provided to AT&T are AT&T's rights but not AT&T's obligations.
  - 3.2.3. CITY shall be solely responsible for and shall bear all costs associated with the initial design, installation, preparation, and maintenance of promotions, displays, advertisements and signage provided under this AGREEMENT. AT&T shall bear all costs associated with any modifications to such promotions, video spots, displays, and advertisements and signage during the TERM.

## 4. Designations and Social Media:

- 4.1. CITY grants to AT&T the right and license to use the DESIGNATIONS in creation or use of materials. CITY further grants AT&T the right and license to use DESIGNATIONS in connection with any advertisement, promotion, brand awareness, marketing, or sale by AT&T of its product and services or in the promotion of AT&T and its MARKS.
- 4.2. CITY acknowledges that the AT&T product and MARKS are ever evolving and therefore agrees to discuss adding additional DESIGNATIONS that may be requested by AT&T during the TERM. For any such request, CITY agrees to:
  - 4.2.1. review the request promptly in good faith;
  - 4.2.2. not unreasonably withhold its approval; and

### Proprietary Information

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

- 4.2.3. not condition approval on the provision of any economic consideration or any other condition.
- 4.3. AT&T has permission to publicize its sponsorship of the EVENT in its traditional and social media channels, including, but not limited to, the ability for AT&T to interact with and re-post, re-tweet, and re-share from the EVENT social media channels. In addition, AT&T has permission to tag the EVENT social media channels.
- 4.4. AT&T and CITY agree to collaborate on appropriate social media channels for the purpose of tagging and coordinating use of identical hashtags related to the EVENT; and AT&T and CITY agree to 'follow', and 'like' each other's social channels consistent with such mutually agreed upon social media plan. Further, CITY will agree to retweet content from respective Twitter channels on a frequency/schedule agreed to by both PARTIES.

**5. Representations and Warranties:**

- 5.1. CITY represents and warrants:
  - 5.1.1. That it has the power and authority to enter into this AGREEMENT and that this AGREEMENT is binding. It has the power and authority to enter into this AGREEMENT, execute, deliver, and perform the AGREEMENT, require its AFFILIATE(S) to take certain action as required by this AGREEMENT, and consummate the transactions contemplated herein.
  - 5.1.2. It shall comply with all LAW(S) that are in any way associated with CITY's performance of its obligations under this AGREEMENT.
  - 5.1.3. The execution, delivery, and performance of this AGREEMENT by CITY does not and will not result in any violation of any LAW(S).
  - 5.1.4. For all materials and content provided by or on behalf of CITY to AT&T under this AGREEMENT, CITY has obtained all permissions and licenses for AT&T to use such materials and content, including but not limited to AT&T's use in social media posts.
  - 5.1.5. There are no contracts, obligations, agreements, or understandings with anyone restricting or preventing:
    - 5.1.5.1. CITY from performing the obligations contained in this AGREEMENT; or
    - 5.1.5.2. AT&T from using or enjoying its rights under this AGREEMENT.
  - 5.1.6. CITY is the sole record, legal and beneficial title holder of, or otherwise has sufficient rights in the EVENT MARKS and has the legal right to license the EVENT MARKS to AT&T for use in accordance with this AGREEMENT.
- 5.2. AT&T represents and warrants:
  - 5.2.1. It has the power and authority to enter into this AGREEMENT, execute, deliver, and perform the AGREEMENT, require its AFFILIATES to take certain action as required by this AGREEMENT, and consummate the transactions contemplated herein.
  - 5.2.2. There are no contracts, obligations, agreements, or understandings with anyone restricting or preventing:
    - 5.2.2.1. AT&T from performing the obligations contained in this AGREEMENT; or
    - 5.2.2.2. CITY from using or enjoying its rights provided by AT&T under this AGREEMENT.

**6. Rights Fees:**

- 6.1. AT&T agrees to pay CITY ("RIGHTS FEES") for the rights and benefits described hereunder as follows:

Year	RIGHTS FEES	INVOICE DATE
2025	\$2,500	December 20, 2024

- 6.2. CITY agrees to submit invoice for RIGHTS FEES on or in advance of all INVOICE DATE in accordance with the schedule set, as follows:

To: AT&T  
 6500 W. Loop S, Floor 4  
 Bellaire, TX 77401  
 Attention: Danilo Yopez – Lead Marketing Manager

- 6.3. Payment shall be due by AT&T the later of ninety (90) days after the INVOICE DATE or AT&T's receipt of the invoice (the later date being the "DUE DATE"), subject to the following:
  - 6.3.1. If the DUE DATE falls on a Saturday, Sunday or holiday, the RIGHTS FEES will be issued the following business day.
  - 6.3.2. It may take two to three (2-3) business days after the DUE DATE for the RIGHTS FEES to clear AT&T's bank and to be issued to CITY.
- 6.4. Invoice received by AT&T more than six (6) months after the INVOICE DATE is untimely and AT&T has no obligation to pay such invoice.

**Proprietary Information**

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**7. Taxes:**

- 7.1. The RIGHTS FEES shall include all taxes except applicable sales taxes imposed upon the right to use all the rights and benefits furnished under this AGREEMENT, which taxes AT&T will pay to CITY provided they are added to the RIGHTS FEES as separate items on and at the time the applicable invoice is submitted by CITY. The foregoing notwithstanding, CITY will not invoice AT&T for taxes where AT&T provides CITY with an appropriate exemption certificate. AT&T shall have the right to require CITY to contest, at AT&T's expense, any taxes that AT&T deems improperly levied. CITY agrees to pay, and to hold AT&T harmless from and against, any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure of CITY, for any reason, to pay any tax or file any return or information required by LAW, rule or regulation or by this AGREEMENT to be paid or filed by CITY.

**8. Intellectual Property:**

- 8.1. Subject to the terms and conditions hereunder, each PARTY hereby grants to other PARTY a revocable, non-exclusive, non-transferable, royalty free, fully paid-up license during the TERM to use each other's MARKS in connection with this AGREEMENT, as approved by the licensor PARTY solely for the uses and as provided hereunder. A high standard of quality for the MARKS shall be maintained and all uses of the licensor PARTY's MARKS shall conform to the standards set by the licensor PARTY. Licensee PARTY acknowledges and agrees that maintaining the goodwill associated with the MARKS is of substantial importance to the licensor PARTY. All use of the respective licensor PARTY's MARKS and the goodwill generated thereby shall inure to the benefit of the licensor PARTY.
- 8.2. Each PARTY agrees that neither will create a combination MARK consisting of one or more of the other PARTY's MARKS and that all uses of the MARKS will be consistent with the licensor PARTY's standards, graphic guidelines, and layout arrangements. Any use of the MARKS that is inconsistent with any terms hereof shall be grounds for immediate cancellation of authorization to use the MARKS. Neither PARTY has the right to register any MARK of the other PARTY or any confusingly similar MARK as a corporate or trade name, domain name, trademark or service mark in any country or territory.
- 8.3. The PARTIES hereby acknowledge each other's rights and interests in their respective MARKS and agree not to claim any right, title or interest in or to the other PARTY's MARKS or to, at any time, challenge or attack the other PARTY's rights in or to its MARKS for any reason whatsoever or assist any third party in so doing. Except as otherwise permitted in this AGREEMENT, no PARTY can use the MARKS of the other PARTY without approval per Section 9. The PARTIES acknowledge that they have no right, title or interest in each other's MARKS, promotional materials or otherwise, and agree that neither PARTY will claim any, in or to any of the other's MARKS or promotional materials, including without limitation advertising and merchandising, produced by the other PARTY hereunder.
- 8.4. If at any time during the TERM, AT&T changes the AT&T MARKS (e.g., corporate name, brand or names of products), both PARTIES will use the new AT&T MARKS in exercising all rights and benefits provided herein.

**9. Approval Process:**

- 9.1. Each PARTY will submit to the other PARTY for written approval, no less than five (5) business days prior to anticipated use, any use whatsoever of the other's MARKS, including without limitation in promotional materials, advertisements, banners, etc. in connection with the EVENT, SPONSORSHIP RIGHTS, and/or DESIGNATIONS.
- 9.2. All written requests for consent to use the AT&T MARKS shall be made through one of the following:
- 9.2.1. Directly [www.brandcenter.att.com](http://www.brandcenter.att.com) or as otherwise directed by AT&T ("BRAND CENTER WEBSITE") if CITY is granted access;
- 9.2.2. AT&T's designated account manager for this AGREEMENT who will submit through the BRAND CENTER WEBSITE or;
- 9.2.3. AT&T's designated agent who has been granted access to and will submit through the BRAND CENTER WEBSITE.
- 9.3. Notwithstanding the foregoing, AT&T shall have no obligation to obtain approval from CITY for use of any promotional materials that incorporate EVENT MARKS when such promotional materials are used in internal AT&T corporate communications to AT&T employees or agents.
- 9.4. Notwithstanding any other provisions of this AGREEMENT, if approval is required under this Section, no use may be made by one PARTY of the other PARTY's MARKS without the other PARTY's prior written approval. If, however, after ten (10) business days, the receiving PARTY fails to respond to the request to use the receiving PARTY's MARKS, such approval shall be deemed approved.
- 9.5. Any approval obtained in this AGREEMENT shall not be unreasonably withheld by either PARTY.

**10. Indemnity:****Proprietary Information**

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- 10.1. CITY shall at all times defend, indemnify and hold AT&T, its parent(s), directors, officers, employees, AFFILIATES and successors (including, without limitation, advertising and merchandising agencies) harmless from and against any and all LIABILITIES arising out of:
- 10.1.1. any breach by CITY of any warranty, representation, obligation or agreement made by CITY herein;
  - 10.1.2. any negligent acts or acts of intentional misconduct;
  - 10.1.3. resulting from any use of EVENT MARKS when such use of EVENT MARKS has been expressly or impliedly approved by CITY; or
  - 10.1.4. the exercise by AT&T of any rights granted hereunder.

## 11. Insurance:

- 11.1. With respect to CITY's performance under this AGREEMENT, and without limiting any of its other obligations or liabilities, CITY shall at its sole cost and expense maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by LAW:
- 11.1.1. at all times during TERM and until expiration or early termination of this AGREEMENT, whichever is later, and with respect to any coverage maintained for two (2) years following the TERM (if a "claims-made" policy is maintained, the retroactive date must precede the EFFECTIVE DATE);
  - 11.1.2. procure the required insurance from an insurance company eligible to do business in the State or States in which the services are to be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of workers' compensation insurance, CITY may procure insurance from the State fund of the State where certain rights and benefits are to be performed; and
  - 11.1.3. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. CITY shall provide or will have the issuing insurance company provide at least thirty (30) days (ten (10) days for non-payment of premium) advance written notice of cancellation, non-renewal, or material reduction in coverage, terms, or limits to AT&T. CITY shall deliver such certificates prior to execution of this AGREEMENT, prior to expiration of any insurance policy required in this Section, and for any coverage maintained on a "claims-made" policy, for two (2) years following the TERM.
- 11.2. The PARTIES agree:
- 11.2.1. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of CITY's liability to AT&T under this AGREEMENT;
  - 11.2.2. that the insurance required under this AGREEMENT does not represent that coverage and limits will necessarily be adequate to protect CITY;
  - 11.2.3. CITY may meet the required insurance coverages and limits with any combination of primary and umbrella/excess liability;
  - 11.2.4. CITY is responsible for any deductible or self-insured retention; and
  - 11.2.5. that limits required are minimums only and do not impose a limitation or restriction on available insurance coverage to additional insured(s).
- 11.3. The insurance coverage required by this Section includes:
- 11.3.1. Workers' compensation insurance with benefits afforded under the laws of the state in which the services are to be performed and employers liability insurance with minimum limits of one million dollars (\$1,000,000) for bodily injury-each accident; one million dollars (\$1,000,000) for bodily injury by disease-policy limits and one million dollars (\$1,000,000) for bodily injury by disease-each employee (in Ohio, Washington, North Dakota or Wyoming, stop gap employers liability limits not less than one million dollars (\$1,000,000) each accident or disease will be added) to the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its affiliates and their directors, officers and employees.
  - 11.3.2. Commercial general liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage covering bodily injury and property damage with minimum limits of: one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) general aggregate; one million dollars (\$1,000,000) each accident for personal injury and advertising injury, two million dollars (\$2,000,000) products/completed operations aggregate; and fire legal liability of three hundred thousand dollars (\$300,000);
    - 11.3.2.1. The Commercial General Liability insurance policy must:
      - (i.) include AT&T, its Affiliates, and their directors, officers, and employees as Additional Insured. Supplier shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) days of execution of this Agreement and within sixty (60) days of each Commercial General Liability policy renewal;

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- (ii.) include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees; and
- (iii.) be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

11.3.3. Business Automobile liability insurance with minimum limits of one million dollars (\$1,000,000) combined single limits per accident for bodily injury and property damage, which coverage shall extend to all owned, hired, and non-owned vehicles;

11.3.4. Professional Liability/Errors and Omissions coverage inclusive of media liability coverage with limits of one million dollars (\$1,000,000) each claim or wrongful act; and

11.3.5. Umbrella/Excess liability insurance of one million dollars (\$1,000,000) per occurrence and in the aggregate.

**12. Limitation of Liability.** Except with respect to claims based on the indemnity, infringement, and confidentiality obligations set forth in this AGREEMENT, neither PARTY will be liable for consequential, incidental, special or punitive damages, or for loss of revenue or profit in connection with the performance or failure to perform this AGREEMENT regardless of whether such liability arises from breach of contract, tort or any other theory of liability. AT&T's participation and responsibility under this AGREEMENT is limited solely to the role of a sponsor and AT&T shall have no responsibility or liability whatsoever outside of that responsibility including the safety of CITY'S facilities or the operations for which/where any event(s) take place. Moreover, AT&T's total liability shall be limited to total amounts paid under this AGREEMENT.

**13. Termination Rights:**

13.1. **Breach.** In addition to all rights and remedies available under applicable LAW and this AGREEMENT, including but not limited to the right to seek specific performance, AT&T shall have the right, but not the obligation, to terminate the AGREEMENT if CITY breaches any provision of this AGREEMENT and such breach is not cured within ten (10) days after receiving written notice of such breach.

13.2. **Other Termination Events.** In addition to all rights and remedies available under the LAW and this AGREEMENT, including but not limited to the right to seek specific performance, AT&T shall have the automatic right, but not the obligation, to terminate this AGREEMENT in its entirety and without providing any cure opportunity by providing written notice to CITY in the following situations:

13.2.1. CITY's executive(s), manager(s), employees, or any persons associated with CITY, the EVENT, is arrested or charged with a criminal offense involving moral turpitude or fraud or engages in conduct that brings CITY or the EVENT into public disrepute or which conduct injures the potential commercial success of AT&T and/or of AT&T's products and services.

13.2.2. CITY enters into or publicly announces an agreement to relocate the EVENT, events surrounding the EVENT, or venue(s) for which the EVENT is held.

13.2.3. To the extent there is any change in policy, rule, requirement, or other obligation that CITY is subject to, that adversely affects AT&T's benefits and enjoyment of rights under this AGREEMENT.

13.2.4. As permitted in Section 14 Force Majeure.

13.2.5. CITY or the rights to the EVENT is acquired by an AT&T competitor.

13.2.6. CITY fails to function as a going concern or to operate in the ordinary course of business.

13.3. **Termination.** In the event of a termination or expiration of this AGREEMENT:

13.3.1. Except as may be otherwise provided herein, immediately upon termination or expiration of this AGREEMENT, each PARTY shall cease displaying the other PARTY's MARKS, and AT&T shall cease displaying the EVENT MARKS in any promotional materials; provided, however, that AT&T shall have a reasonable time period after the end of the TERM or termination of this AGREEMENT, not exceeding ninety (90) days, to remove or obscure (as a preliminary measure) all then-existing EVENT MARKS and AT&T shall have no obligation to delete, remove or obscure social media posts that were posted during the TERM but shall be prohibited from further promoting or amplifying such posts after termination or expiration of the AGREEMENT.

13.3.2. Either CITY shall immediately return any funds paid to it by AT&T for rights or benefits which have not yet been performed or delivered to AT&T's satisfaction, or AT&T shall immediately pay any funds due CITY for such rights or benefits which have been performed or delivered prior to termination which have not yet been paid for by AT&T, as the case may be. AT&T shall also be entitled to any actual costs, expenditures, or like compensation related to any out-of-pocket expenses in money or in kind used in conjunction with its rights afforded under this AGREEMENT that are rendered worthless or unusable due to the early termination.

**14. Force Majeure:**

14.1. Subject to the provisions of this clause, neither PARTY shall be deemed in default of this AGREEMENT to the extent that any delay or failure in the performance of its obligations results from any cause beyond

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the non-performing PARTY's control and without such PARTY's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, strikes, or lockouts ("FORCE MAJEURE").

- 14.2. If any FORCE MAJEURE condition affects CITY's ability to perform its obligations set forth in this AGREEMENT in whole or in part, then AT&T may:
- 14.2.1. suspend the payment of RIGHTS FEES for the duration of the FORCE MAJEURE condition, provided, however, that the PARTIES shall otherwise perform all other obligations set forth in this AGREEMENT that are not affected by such FORCE MAJEURE condition;
  - 14.2.2. Within ten (10) days following the conclusion of the FORCE MAJEURE condition, the PARTIES shall commence good faith negotiations respecting the consideration that CITY shall provide to AT&T in relation to the rights and benefits not received by AT&T due to the FORCE MAJEURE condition, which consideration may include, without limitation, any or all of the following: make-good benefits, an extension of the TERM, and/or a reduction or refund of Fees ("FORCE MAJEURE RESOLUTION"); and
  - 14.2.3. If the PARTIES cannot agree on a FORCE MAJEURE RESOLUTION within thirty (30) days following the conclusion of the FORCE MAJEURE condition, then AT&T may terminate this AGREEMENT.
- 14.3. If the FORCE MAJEURE condition lasts longer than a total of ninety (90) days, then either PARTY may terminate this AGREEMENT.

**15. Entire Agreement.** This AGREEMENT, including all attachments referenced and incorporated herein constitutes the entire agreement between the PARTIES. As such, this AGREEMENT supersedes all prior communications and agreements related to the EVENT, and this AGREEMENT shall not be modified except by a writing signed by both PARTIES.

**16. Confidentiality:**

- 16.1. This AGREEMENT is confidential and neither PARTY is authorized to release, or otherwise make public any details of the terms and conditions of this AGREEMENT except as may be mutually agreed to in writing. The PARTIES acknowledge that the disclosure of confidential and proprietary information could cause the providing PARTY of confidential information or the non-disclosing PARTY of confidential information harm for which an adequate and/or quantifiable remedy would not exist at LAW. Therefore, the providing PARTY of confidential information or the non-disclosing PARTY of confidential information will be entitled, as a non-exclusive remedy, to seek injunctive relief for any breach of this Section.
- 16.2. If either PARTY is required by LAW or legal process (e.g., by interrogatories, requests for information or documents, subpoena, testimony, civil investigative demand or similar process) to disclose any confidential and proprietary information, it will, to the extent not expressly prohibited by the LAW, immediately notify the other PARTY in writing of such requirement, and cooperate with all efforts by the other PARTY to seek an appropriate protective order or to object to such request prior to disclosing any confidential and proprietary information.

**17. Cumulative Remedies.** Except as specifically identified as AT&T or CITY's sole remedy, any rights or remedies prescribed in this AGREEMENT are cumulative and are not exclusive of any other remedies to which a PARTY may be entitled to at LAW, in contract, or in equity. Neither PARTY shall retain the benefit of inconsistent remedies.

**18. Governing Law.** The interpretation and enforcement of this AGREEMENT shall be governed by the laws of the State of Texas without regard to the conflict of laws thereof. The PARTIES consent to the jurisdiction of the Federal Court for the Northern District of Texas with respect to the adjudication of any matters arising under or in connection with this AGREEMENT. The Federal Court for the Northern District of Texas shall have sole jurisdiction of any controversies regarding this AGREEMENT. The PARTIES waive any and all objections to venue in those courts and hereby submit to the jurisdiction of those courts.

**19. Assignment.** This AGREEMENT shall be binding upon and shall inure to the benefit of the PARTIES hereto, AT&T's AFFILIATES, and their respective successors and assigns. AT&T shall have the right to assign this AGREEMENT to any present or future AFFILIATE, without securing the consent of CITY, and AT&T may grant to any such assignee the same rights and privileges that AT&T enjoys hereunder.

**20. Notices.** Any notice pertaining to this AGREEMENT shall be in writing (unless an email address is provided) and shall be transmitted either by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service to the respective PARTIES at the following addresses as either PARTY may designate in writing to the other PARTY:

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If to CITY: City of Westlake  
4001 Seminole Pratt Whitney Rd.  
Westlake, FL 33470  
Attention: Zoie Burgess, Zburgess@westlakegov.com

If to AT&T: AT&T  
6500 W. Loop S., Floor 4  
Bellaire, TX 77401  
Attention: Danilo Yopez – Lead Marketing Manager, dy6221@att.com

With Copies to: AT&T  
208 S. Akard Street  
Dallas, TX 75202  
Attention: Legal Department – Corporate Sponsorships

**21. Offshore Work Prohibited.** There are no services being provided to AT&T under this AGREEMENT from a location outside of the United States.

**22. Independent Contractors and Work Done by Others:**

- 22.1. The PARTIES are and shall be independent contractors to one another, and nothing herein shall be deemed to create an agency, partnership, employment, or joint venture between the PARTIES.
- 22.2. Each PARTY's personnel shall be considered solely employees or agents of that PARTY and not employees or agents of the other PARTY.
- 22.3. Where a portion of the work is approved to be subcontracted, CITY remains fully responsible for performance thereof and shall be responsible to AT&T for the acts and omissions of any subcontractor. Nothing in this AGREEMENT shall create any contractual obligation or other liability of AT&T to any subcontractor or its employees. CITY agrees to bind every subcontractor to terms consistent with the terms of this AGREEMENT.

**23. Survival of Obligations.** Obligations and rights under this AGREEMENT, which by their nature would reasonably continue beyond the termination, cancellation or expiration of this AGREEMENT (including, but not limited to those in Sections: 5. (Representations and Warranties), 6. (Rights Fees), 10. (Indemnity), 11. (Insurance), 12. (Limitation of Liability), 16. (Confidentiality), 18. (Governing Law), 23. (Survival of Obligations) will survive the termination, cancellation or expiration of this AGREEMENT.

**24. Execution of Agreement.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the PARTIES to the same extent as that of an original signature. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

**Signature Page to Follow**

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Signature Page

In Witness Whereof, the PARTIES have caused this AGREEMENT to be executed as of the EFFECTIVE DATE.

City of Westlake

AT&T Mobility LLC  
By: AT&T Mobility Corporation  
Its Manager

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

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

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

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

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

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

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

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

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**Attachment A – SPONSORSHIP RIGHTS**

**I. AT&T Sponsorship Rights for the City of Westlake 5K January 25, 2025 (“EVENT”):**

1. AT&T’s MARK on all event Marketing materials.
2. AT&T will receive verbal recognition throughout the 5K event.
3. AT&T’s MARK to be included in one email blast to City of Westlake residents.
4. AT&T’s MARK to be included on the City of Westlake’s website, including two (2) social media mentions.
5. AT&T’s MARK on race day t-shirts (medium logo/lettering on back).
6. AT&T will have the ability to provide one company promotional sample or branded swag item for each participant bag, number of bags to be mutually agreed upon by both Parties.
7. AT&T will receive five (5) 5K entries.
8. AT&T will receive a 10x10 vendor booth at the 5K event.

**Proprietary Information**

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

**Attachment B – EVENT MARKS**

**Proprietary Information**

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