

COMMUNITY SPONSORSHIP AGREEMENT

This Community Sponsorship Agreement (this "Agreement") dated the _____ of _____, 2015, is made and entered into by and between BHS Black and Gold Alumni Foundation, a Minnesota non-profit corporation (hereinafter "Foundation") and _____, a Minnesota for-profit corporation or _____ (hereinafter "Sponsor").

RECITALS

1. WHEREAS, Foundation is a tax exempt 501(c)(3) nonprofit organization with a purpose to promote and support all Burnsville High School co-curricular activities and alumni functions, including:
 - a. The promotion and encouragement of good sportsmanship, creativity, and achievement in all such activities;
 - b. The promotion of creation, development, and improvement of facilities for all such activities;
 - c. The encouragement of competition and performance in all such activities;
 - d. The support and continuation of such activities;
 - e. The collection, receipt, and solicitation of funds from private and other sources for use in carrying out the foregoing purpose; and
 - f. The acquisition, ownership, purchase, management, and/or disposition of property of every kind to carry out the foregoing purposes.
2. WHEREAS, Foundation, with the assistance of a loan from Merchant Bank and a Ground Lease from Burnsville-Eagan-Savage School District #191, purchased a new, digital, multi-sport, video display board to add to the current scoreboard located at Bob Pates Stadium, Dick Hanson Field at Burnsville High School.
3. WHEREAS, Sponsor wishes to help Foundation defray the costs of the video display board. Foundation has agreed with the Merchant Bank that the funds received pursuant to this Agreement shall be specifically designated to repay the Loan and other costs associated with the Video Display Board and has designated that payments made by Sponsor(s) shall be mailed to the Foundation and deposited directly into Merchant Bank which will be restricted solely to repayment of the Loan and costs associated with the Video Display Board.
4. NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby expressly acknowledged, Foundation and Sponsor agree as follows:

AGREEMENT

1. **Fundraising Campaign:**

- a. Foundation intends to use its own volunteers to plan, market, and execute a fundraising campaign to defray the costs related to Foundation's purchase of a video display board. As such, said fundraising campaign does not require additional registration with the Minnesota Attorney General's Office pursuant to Minn. Stat. Chapter 309.
- b. Sponsors may participate in Foundation's fundraising campaign as follows:
 - i. As a charitable contribution to Foundation, at the denomination of Sponsor's choice, with no goods or services provided in exchange for the donation; or
 - ii. As a marketing purchase by Sponsor, at one (1) of three (3) levels as set by Foundation, in the form of a business expense with advertising rights being granted to Sponsor from Foundation.

2. **Sponsor:** In order that Foundation may be able to conduct the fundraising campaign, Sponsor shall:

- a. Pay timely, regardless of whether Sponsor has agreed to make a charitable donation or marketing purchase;
- b. Agree to have its name, information, and intellectual property listed on Foundation's website.
- c. In order to facilitate and assist Foundation in the performance of its obligations, provide Foundation with, or access to, all pertinent material and data as necessary:
 - i. Logo;
 - ii. Advertising content;
 - iii. Other related material and data as requested.
- d. As its sole cost and expense, comply with all laws applicable to for-profit corporations, charitable deductions, legitimate business expenses, and other tax ramifications related to Sponsor's participation in the fundraising campaign.
- e. Regularly communicate with Foundation and inform Foundation immediately of any delays or problems encountered in fulfilling its obligations hereunder.

3. **Foundation:** Foundation, in its endeavor to conduct a fundraising campaign, shall:

- a. Promote and support all of Burnsville High School's co-curricular activities;
- b. Provide the advertising opportunities offered, as selected by Sponsor;

- c. Obtain Sponsor's approval for all promotional materials and any material bearing Sponsor's name and/or logo. Approval, disapproval, or amendments shall be in writing and shall be provided upon five (5) business days upon receipt of request. If approval, disapproval, or amendments are not received by Foundation within five (5) business days, approval will be deemed granted;
- d. Procure all necessary licenses and registrations, if required by law, and, at its sole cost and expense, comply with all laws applicable to the nonprofit corporations, including, without limitation, Minnesota Charitable Solicitation, Nonprofit Corporation, Charitable Gaming, and Consumer Protection Laws.
- e. Regularly communicate with Sponsor and inform Sponsor immediately of any delays or problems encountered in fulfilling its obligations hereunder.

4. **Compensation/Payment:**

- a. If Sponsor chooses to make a charitable contribution to Foundation, Sponsor may choose a denomination of Sponsor's choice. No goods or services will be provided in exchange for the donation.
- b. Sponsor shall owe Foundation the total annual amount due and owing upon execution of this Agreement. Upon signature of agreement, first annual payment is due with the contract. After first year, annual payments will be due 30 days prior to renewal date. Annual renewal dates will be August 1st starting in 2015 (the construction completed month). Payments shall be made to the order of **BHS Black and Gold Alumni Foundation /Merchant Bank** unless directed different in writing after the video board loan is repaid. In any case, payment is due upon receipt of an invoice from Foundation.
- c. Mail payments to **BHS Black and Gold Alumni Foundation, 11974 Portland Avenue, Burnsville, 55337**
- d. Invoices/Statements to Sponsors should be mailed/emailed to:

Contact _____

Email _____

- e. If Sponsor chooses to make a marketing purchase at one (1) of three (3) levels as set by Foundation, Sponsor shall pay as follows:
 - i. Anchor Partner Sponsorship - \$10,000 a year for a minimum of five (5) years.
 - ii. Founding Partner Sponsorship - \$6,000 a year for a minimum of five (5) years.
 - iii. Premier Partner Sponsorship - \$1,500 a year for a minimum of five (5) years.

Foundation shall grant advertising rights to Sponsor in exchange for Sponsor's marketing purchase.

5. **Term:**

- a. The initial term of the Agreement shall commence at _____ on _____ 2015
- b. Annual renewal date shall be August 1st (construction completion month) and terminate on ___August 1st, 2020, unless extended or renegotiated as provided in this Agreement.
- c. Extension: Provided that Sponsor is not in default under this Agreement beyond any applicable cure period, Sponsor shall have the right to extend this Agreement as follows:
 - i. Anchor Partner Sponsorship - \$10,000 a year for an additional minimum of three (3) years.
 - ii. Founding Partner Sponsorship - \$6,000 a year for an additional minimum of three (3) years.
 - iii. Premier Partner Sponsorship - \$1,500 a year for an additional minimum of three (3) years.

Sponsor shall provide notice of such extension to the Foundation in writing at least one calendar year prior to the expiration of the initial term of the Agreement.

- d. Renewal: Sponsor shall have the right of first refusal to negotiate a new sponsorship agreement following the expiration of the extended Agreement.
- e. Termination: Foundation may terminate the Agreement upon notice to Sponsor at any time if, in Foundation's sole discretion, Foundation determines that the campaign may create a liability for Foundation or may damage Foundation's reputation or good name.

6. **Default:**

- a. Sponsor shall be in default if:
 - i. Sponsor fails to pay when due any amount owing under this Agreement, and such failure persists for a period of thirty (30) days after Sponsor receives written notice of default from Foundation.
 - ii. Sponsor fails to perform any of its other duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Sponsor receives a written notice of the default from Foundation, and such nonperformance remains uncured after such thirty (30) day period.

- b. Foundation shall be in default if Foundation fails to perform any of its duties and obligations under this Agreement, and such failure continues for a period of thirty (30) days after Foundation receives a written notice of the default from Sponsor, and such nonperformance remains uncured after such thirty (30) day period.

7. **Representations and Warranties:**

- a. Foundation warrants and presents the following:
 - i. It is a duly organized nonprofit organization with 501(c)(3) tax exempt status and is in good standing with the Minnesota Secretary of State.
 - ii. All information given to Foundation about Sponsor is complete, accurate and true to the best of its knowledge.
 - iii. Foundation shall not be liable to any third parties for the acts or omissions of Sponsor in the performance of this Agreement or activities related to this Agreement. Sponsor agrees to indemnify and hold Foundation harmless from and against all loss, liability, damage, penalty or expense of any kind that Foundation may incur, pay, or have asserted against it, including reasonable attorney's fees and costs, by reason of Sponsor's breach of its obligations under this Agreement or related to this Agreement, and from any negligence or willful act of Sponsor.
- b. Sponsor warrants and represents the following:
 - i. It is a duly organized for-profit entity under laws of the State of Minnesota. It is in good standing with the Minnesota Secretary of State.
 - ii. It shall perform all of its obligations under this Agreement in the highest professional manner, in a good and workmanlike manner according to the usual and customary standards of the profession, and on a timely basis.
 - iii. Sponsor shall not be liable to any third parties for the acts of omissions of Foundation in the performance of this Agreement. Foundation agrees to indemnify and hold Sponsor harmless from and against all loss, liability, damage, penalty, or expense of any kind that Sponsor may incur, pay or have asserted against it, including reasonable attorneys' fees and costs, by reason of the services rendered by the Foundation under this Agreement, any breach by Foundation of its obligations under this Agreement, and from any negligence or willful act of Foundation.

8. **Non-disclosure of Confidential Matter:**

- a. Sponsor shall not at any time, except as authorized in writing by Foundation, publish, disclose, or authorize anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of the Foundation, or any other matter concerning Foundation's operations. Sponsor shall safeguard and protect from the review, analysis, or copying by unauthorized persons all documents, information, agreements, and proprietary and otherwise confidential materials provided to Sponsor by Foundation under

this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.

- b. Foundation shall not at any time, except as authorized in writing by Sponsor, publish, disclose, or authorize anyone to publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of Sponsor, or any other matter concerning Sponsor's operations. Foundation shall safeguard and protect from the review, analysis, or copying by unauthorized persons all promotional materials, identity of potential sponsors, confidential program information, and all other information provided to Foundation by Sponsor under this contractual relationship. The provisions of this Section shall survive the termination of this Agreement.
9. **Non-Discrimination**: It is mutually agreed by Foundation and Sponsor that there shall be no discrimination based on considerations of disability, national origin, race, color, creed, gender, age, religion, marital status, sexual orientation, and status with regard to public assistance.
10. **Disclaimer of Advisory Role**: It is expressly understood that Foundation is not serving as a tax or other legal advisor for Sponsor. Sponsor hereby agrees and acknowledges that Foundation is not such an advisor, and that if it deems such advisors necessary, Sponsor will obtain its own independent advisors and/or counsel. Furthermore, Foundation makes no provision for tax advice of any kind that may be reduced or avoided by Sponsor as a result of this Agreement. Therefore, Sponsor acknowledges that it bears the sole and exclusive responsibility for discussing same with a CPA or tax attorney.
11. **Non-exclusivity**: It is expressly understood that Foundation is free to engage in other Community Sponsorship Agreements (or similar contracts) during the term of this Agreement, provided, however, that during the term of the Agreement, Foundation shall not engage in activities that interfere with its ability to perform any obligations or responsibilities to Sponsor under this Agreement.
12. **Notice**: Any notice, request, consent, or other material communication to any party hereto must be in writing and shall be deemed effective when delivered in person or sent by facsimile, if promptly confirmed in writing, or if mailed by U.S. first-class certified mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address shown in the heading of this Agreement.
13. **Assignment**: This Agreement shall inure to the benefit of the successors and assigns of the Foundation. However, the rights and obligations of Sponsor under this Agreement are personal to Sponsor and are not assignable by it to any other person.
14. **Entire Agreement**: This Agreement contains the entire agreement between Foundation and Sponsor, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof.

The above description of services may be supplemented from time to time by means of a written Activity Plan approved by Foundation and Sponsor. An approved Activity Plan shall be regarded as an Addendum to this Agreement.

No other supplements, modifications or amendments of this Agreement shall be binding unless executed in writing by an authorized officer or employee of Foundation and Sponsor.

15. **Advice of Counsel:** Each party hereto, by its due execution of this Agreement, represents that it has reviewed and understands each term of this Agreement, and has entered into same knowingly, voluntarily, and with the opportunity to gain the advice of independent legal counsel. Accordingly, no party shall deny the validity of this Agreement on the ground that the party did not have advice of Counsel.
16. **Execution of Agreement:** This Agreement may be executed in counterparts. When each party has signed and delivered at least one such counterpart to the other party, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. One fully executed original is to be delivered to counsel for each party.
17. **Waiver of Breach:** The waiver of any party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
18. **Severability:** This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.
19. **Attorney's Fees and Costs:** In the event a lawsuit, arbitration or mediation may be initiated by either party. The party against whom a judgment or award is entered shall also be liable for costs of suit and reasonable attorney's fees as set by the court or arbitrator.
20. **Governing Law, Forum Selection and Consent to Personal Jurisdiction:** This Agreement shall be deemed to have been executed and delivered within the State of Minnesota, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Minnesota. Foundation and Sponsor hereby agree that any litigation action initiated to enforce any provision of the Agreement shall be brought only in a state or federal court located in Dakota County, Minnesota, and hereby consent to the jurisdiction of such courts.

Signed, BHS Black & Gold Alumni Foundation

Signed, Sponsor

Printed Name

Printed Name

Date

Date