



**CITY OF SPOKANE PARK BOARD  
RIVERFRONT PARK COMMITTEE**

4 p.m. Monday, March 10, 2025  
Pavilion Conference Room/WebEx teleconferencing  
Jonathan Moog – Riverfront Park Director

**Committee Members:**

X Gerry Sperling – Chair  
Jennifer Ogden – Absent Excused  
X Kevin Brownlee  
X Hannah Kitz

**Park Board:**

X – Greta Gilman

**Guests:**

Emry Dinman –  
Spokesman Review

**Parks Staff:**

Fianna Dickson  
Megan Kapaun  
Amy Lindsey  
Rhett McCall  
Jonathan Moog

**Summary**

- The Spokane Pavilion Naming Rights Agreement was presented as an action item by Jonathan Moog
- The February 2025 operations report was presented by Jonathan Moog

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. April 7, 2025, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

## Minutes

The meeting was called to order at 4:01 p.m. by committee chair Gerry Sperling.

**Public comment:** None

### **Action Items:**

- A. **Spokane Pavilion Naming Rights Agreement** – *Jonathan Moog* presented. Mr. Moog gave an overview of the process that led up to presenting the naming rights today: the 2014 Master Plan included the goal to provide and allow for additional revenue and funding stream to contribute to the best maintained park in the region; in June 2019 the Park Board approved a resolution to make the US Pavilion eligible for naming rights; due to delays from the pandemic, an RFP was issued September 2022 soliciting the naming rights; the RFP was reissued February 2023; February 2024 Park Board unanimously approved an agreement with the Superlative Group to assist with reaching potential sponsors and the naming rights process.

The outreach strategy for the process was extensive, resulting in widespread media coverage and 103 referrals to the Superlative Group, with 18 companies on the interested parties list.

The proposed agreement with the selected naming rights partner include the following terms: 10-year agreement with the option of a 5-year extension; Year 1 compensation of \$230,000 with a 3% annual fee escalation resulting in a 10-year value of \$2,636,692.25; a \$50,000 annual activation contribution, not payable to the City, for new free programming to the community focused on educational, entertaining, and cultural programs; permanent sign space determined by SMC of approximately 675 square feet; and the naming rights partner would fund the necessary signage and signage changes within Riverfront. The name of the US Pavilion would change to "{partner name} Pavilion".

The impact of the naming rights agreement to Riverfront Park would include: over \$190,000 annually to the budget (after 17% commission), Community Engagement activities in Riverfront are subsidized in the range of \$85k-\$150k per year, ensuring the continuation of park-wide free and affordable programming for the next 10-15 years; and the annual investment of \$50,000 by the naming rights partner for programming for the community.

Park Board Members have been informed of the proposed partner's name which be publicly revealed upon Park Board approval of the naming rights terms of agreement at the March 13 Park Board meeting.

- **Motion #1** – Gerry Sperling moved to recommend the Spokane Pavilion Naming Rights Agreement

Kevin Brownlee seconded.

The motion passed with unanimous consent (3-0 vote). It is proposed to place this as a regular action item on the agenda for the March 13 Park Board meeting.

### **Standing Report Items:**

**A.** February 2025 Operations Report –*Jonathan Moog* presented. Highlights included: 1) the announcement of Death Cab for Cutie as the fourth concert for the summer concert series; 2) a \$45,000 sponsorship agreement was secured with ICCU for the title sponsorship of the Spring Market, 4<sup>th</sup> of July Celebration, and Summer Carnival; 3) mascot skate nights were held with local team mascots as well as Blitz from the Seattle Seahawks; the Numerica SkyRide won the Best in BID “Best Place to Take out of Town Guests” award; 4) two new full-time staff joined the Riverfront team including Mattie Whitney as the Facilities and Grounds Foreperson and Deon Prescott as a full-time Park Ranger; 5) the North Bank repair project has begun, including a new planting strategy and should be fully planted in May; 6) the Hooptown courts are being resurfaced; 7) a new vendor, All Star Concessions, will be opening in the Ribbon building; and 8) upcoming events include the Leprechaun Gold Scavenger Hunt, Spring Break Market, and Easter Brunch and the Easter Egg Hunt.

**Adjournment:** The meeting was adjourned at 4:44 p.m.

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. April 7, 2025, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park	<b>Committee meeting date:</b> January 6, 2025	
<b>Requester</b>	Jon Moog	<b>Phone number:</b> 509-625-6243	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> <small>(Click <a href="#">HERE</a> for link to the adopted plan)</small>	Goal L, Objective 1	<b>Master Plan Priority Tier:</b> <small>(pg. 171-175)</small>	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Spokane Pavilion Naming Rights Agreement		
<b>Begin/end dates</b>	Begins: 01/09/2025	Ends: 12/31/2035	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> City partnered with the Superlative Group (OPR# 2024-0157) in February 2024, a sponsorship sales agency, to secure a naming rights sponsor for the Spokane Pavilion. This collaboration has resulted in the proposed agreement with "Title Sponsor", granting them naming rights to the Spokane Pavilion for an initial 10-year term with a potential extension for five additional years. In return for these rights, along with various marketing and promotional opportunities, "Title Sponsor" will provide City with \$2,636,692.25 over the initial term. Name of "Title Sponsor" has been shared confidentially with Board Members and will be immediately announced upon Park Board approval of this agreement.			
<b>Motion wording:</b> Approve naming rights agreement with "Title Sponsor" and rename the Spokane Pavilion to "Title Sponsor Pavilion"			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Sponsor- TBA Name: {Sponsor - TBA}                      Email address: TBA                      Phone: TBA			
<b>Distribution:</b> Parks – Accounting    Amy Lindsey, alindsey@spokanecity.org Parks – Sarah Deatrich    Kyle Canter, canter@superlativegroup.com Requester: Jon Moog    {Sponsor - TBA} Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount:    Budget code: 2,636,692.25    1400-54341-76901-34797			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: {TBA}                      Business license expiration date: 5/31/25 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

## NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT (the “Agreement”), made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2025 (the “Effective Date”) by and between the City of Spokane Parks and Recreation Department, a Washington municipal corporation with an office address of 808 West Spokane Falls Boulevard, Spokane, WA 99201 (“Entity”) and \_\_\_\_\_, a \_\_\_\_\_ with an office address at \_\_\_\_\_ (“Sponsor”). Entity and Sponsor are sometimes together referred to herein as the “Parties” and individually as a “Party”.

### WITNESSETH:

WHEREAS the Entity owns and operates an outdoor multi-purpose performance venue (further described in Section 2) located at 574 West N. Howard Street, Spokane, Washington 99201 referred to as the Spokane Pavilion (the "Facility"); and

WHEREAS, Entity has the right to sell Naming Rights and other sponsorship and associated rights to the Facility; and

WHEREAS, Sponsor desires to purchase Naming Rights to the Facility and other sponsorship and associated rights with respect to the Facility, all as more fully set forth herein; and

WHEREAS, Entity desires to sell Naming Rights and other sponsorship and associated rights to the Facility to the Sponsor, in consideration for the covenants and agreements set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings.

“**Affiliate**” means a Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a Person. As used in this definition, the term "controls" or "controlled by" means the possession of the power to direct the management and policies of the Person, whether through ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the Preamble.

“**Base Term**” has the meaning set forth in Section 3.

“**Contract Year**” means each twelve (12) month period beginning on the Effective Date and each anniversary thereof.

**“Direct Competitor”** means any Person (other than Sponsor) that principally or exclusively (as opposed to incidentally) provides or offers products and/or services within the Exclusive Category.

**“Effective Date”** has the meaning set forth in the Preamble.

**“Entitlements”** means the entitlements set forth in **Exhibit B**.

**“Entity”** has the meaning set forth in the Preamble.

**“Entity Default”** has the meaning set forth in Section 25(c).

**“Entity Trademarks”** means Entity’s name or other logos or trademarks, as set forth in Section 16(a).

**“Exclusive Category”** means, with respect to the Facility, the financial services category, including, but not limited to, banks, credit unions, mortgage brokers, investment/trust service providers, and credit card providers.

**“Extended Term”** has the meaning set forth in Section 3.

**“Facility”** has the meaning set forth in the Recitals.

**“Facility Developments”** means any facility, or any portion thereof, that is planned, developed, and/or constructed at, or in association with, the Facility after the Effective Date.

**“Facility Logos”** has the meaning set forth in Section 10(a). The Facility Logo shall also include any future changes to the Facility Logo, in accordance with this Agreement.

**“Facility Social Media Accounts”** has the meaning set forth in Section 15(b).

**“Facility Trademarks”** has the meaning set forth in Section 14(a).

**“Facility Website”** has the meaning set forth in Section 15(a).

**“Force Majeure Event”** has the meaning set forth in Section 31.

**“Independent Marks”** has the meaning set forth in Section 14(c).

**“Insolvency Event”** means, with respect to Sponsor, the occurrence of any of the following: (a) Sponsor shall commence a voluntary case concerning itself under any Insolvency Law; (b) an involuntary case is commenced against Sponsor and the petition is not controverted within fifteen (15) days, or is not dismissed within sixty (60) days, after commencement of the case; (c) a custodian is appointed for, or takes charge of, all or substantially all of the property of Sponsor or commences any other proceedings under any Insolvency Law relating to Sponsor or there is commenced against Sponsor any such proceeding which remains undismissed for a period of sixty (60) days; (d) any order of relief or other order approving any such case or proceeding is entered; (e) Sponsor is adjudicated insolvent or bankrupt; (f) Sponsor suffers any appointment of any custodian, receiver or the like for it or any substantial part of its property to continue undischarged

or unstayed for a period of sixty (60) days; or (g) Sponsor makes a general assignment for the benefit of creditors.

**"Insolvency Law"** means any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar Law of any jurisdiction, whether federal, state or foreign, and whether now existing or hereafter in effect.

**"Knowledge"** means with respect to Sponsor, that the executive officers and directors of Sponsor are aware or reasonably should have been aware of a particular fact or matter after conducting reasonable due diligence and inquiry.

**"Laws"** means any federal, state, local, or foreign constitution, treaty, law, statute, ordinance, resolution, rule, code, regulation, order, writ, decree, injunctions, judgment, stay, or restraining order, provisions and conditions of permits, licenses, registrations, and other operating authorizations, and any judgment, opinion, or ruling of, any governmental authority, in each case, whether currently in effect or which may hereinafter be enacted as existing or amended.

**"Name"** has the meaning set forth in Section 4(a). The Name shall also include any future name changes.

**"Naming Rights"** means the right, subject to prior written mutual agreement between the Parties, to name the Facility.

**"Old Facility Logo"** has the meaning set forth in Section 10(c).

**"Party"** has the meaning set forth in the Preamble.

**"Person"** means any natural person, corporation, partnership, limited partnership, limited liability company, estate, trust, joint venture, association, government (and any branch, agency or instrumentality thereof), governmental entity or other form of entity or business organization.

**"Primary Logo"** has the meaning set forth in Section 10(a).

**"Public Statements"** has the meaning set forth in Section 37.

**"Rights Fee"** has the meaning set forth in Section 8.

**"Riverfront Park"**, also known as "Riverfront Spokane," is a public urban park in downtown Spokane, Washington that is owned and operated by the Entity and is located at 507 N Howard Street, Spokane, Washington 99201

**"Secondary Logos"** has the meaning set forth in Section 10(a).

**"Signage"** has the meaning set forth in Section 11(a).

**"Sponsor"** has the meaning set forth in the Preamble.

**"Sponsor Default"** has the meaning set forth in Section 25(a).

“**Sponsor Trademarks**” means Sponsor’s name or other logos or trademarks, as set forth in Section 17(a).

“**Style Guide**” has the meaning set forth in Section 10(b).

“**Subordinate Rights**” has the meaning set forth in Section 4(c).

“**Term**” has the meaning set forth in Section 3.

“**Third Party Intellectual Property**” has the meaning set forth in Section 18(a).

“**Third Party Signs**” has the meaning set forth in Section 11(f).

“**Transfer**” has the meaning set forth in Section 28(a).

“**Uncontrolled Portions**” has the meaning set forth in Section 6(a).

2. Spokane Pavilion. Entity hereby represents that Entity owns and operates the Facility. Facility is a 5,100-person capacity outdoor multi-purpose performance venue located within Riverfront Park and located at 574 West N. Howard Street, Spokane, Washington 99201; a map of the Facility is included as **Exhibit A**. Nothing herein contained shall obligate Entity to operate the Facility or any of its facilities on any day or for any particular number of hours per day. Entity reserves the right to alter the operating schedule of days and hours of the Facility at any time and without notice to Sponsor. Should there be any cancellation of a scheduled public event Entity will notify Sponsor as soon as possible.

3. Term. The term of this Agreement shall commence on the Effective Date and continue for ten (10) Contract Years, unless extended or sooner terminated in accordance with the terms hereof (the “Base Term”). If this Agreement is extended pursuant to Section 3(a), the extension period shall be referred to as the “Extended Term”. The Base Term and any and all Extended Terms shall together or individually to be referred to herein as the “Term”.

- a. Extension Option. Notwithstanding the foregoing, the Parties shall have the right to extend the Term of this Agreement upon the terms and conditions set forth herein, as further set forth in Section 3(b).
- b. Extended Term. If at any time before the last day of Contract Year 8, Sponsor wishes to extend the Term, they must provide Entity with written notice (in accordance with Section 19) of their desire to extend the Term. If the Entity agrees to such extension, then the Entity will provide written notice to the Sponsor, and the Parties shall execute an amendment to this Agreement extending the term by an additional five (5) Contract Years, effective immediately after the expiration of Contract Year 10.

4. Grant of Rights.

a. Grant of Naming Rights. Entity hereby grants to Sponsor during the Term the exclusive Naming Rights to Facility pursuant to the terms and conditions of this Agreement. As



of the Effective Date, the official name of Facility shall be the “{ Sponsor } Pavilion” (the “Name”), unless amended or changed in accordance with this Agreement. The Facility shall be referred to as the Name in all marketing and promotional materials (materials including print and electronic publications, print and electronic program guides, brochures, visitor guides, flyers, and the like, on websites, social media, press releases, electronic or static billboards, merchandise, uniforms, badges, letterhead, event credentials and tickets, and similar materials, and other related areas) and Signage. Both Parties agree that the Name should not be abbreviated, except as the Parties may agree as set forth in the Style Guide, and to use good faith efforts, contractually or otherwise, to require that third parties (including those third parties that enter into an agreement to rent or use Facility) include the Name in all advertising or other dissemination of information regarding Facility.

b. Name Change. In no event shall the Name be changed or altered by Sponsor without the prior written approval of Entity which approval shall not be unreasonably withheld.

c. Subordinate Rights. Notwithstanding the grant of Naming Rights, Entity shall have the unlimited right to offer, grant, sell or otherwise convey naming rights, presenting sponsor, official sponsor, sponsorship rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, to any subordinate portion of the Facility (the “Subordinate Rights”) to any third party; *provided however*, that Entity shall not grant any Subordinate Rights to a Direct Competitor within the Exclusive Category.

d. Limitation of Rights. The Parties hereby understand and agree that the Entitlements and branding rights set forth in this Agreement shall only apply to the Facility as it currently exists as of the Effective Date, which is set forth in **Exhibit A**; they shall not apply to any Facility Developments. Any and all branding opportunities to Facility Developments shall be negotiated and memorialized in a separate written agreement.

5. Exclusivity. From the Effective Date through the end of the Term, subject to Section 6 below, and as long as no Sponsor Default exists, Entity hereby agrees that it shall not grant to any Direct Competitor any right or license to market or promote any products or services within the Exclusive Category anywhere at the Facility.

6. Exceptions to Exclusivity. Notwithstanding anything to the contrary herein, any right of exclusivity granted to Sponsor in this Agreement shall be limited based on the following:

- a. Sponsor acknowledges and agrees that Entity cannot control the Facility, and components thereof, when promoters, tenants, and other third parties use the Facility or any of the facilities therein or when the Facility is open to the public (“Uncontrolled Portions”). Therefore, competing brand logos, products, signage, and other promotion or recognition, including those of Direct Competitors, may be promoted and otherwise visible, throughout the Term, in the Uncontrolled Portions and will not constitute a breach of this Agreement.
- b. Entity may, without breaching this Agreement, enter into rental, lease, or use agreements for use of the Facility or its facilities therein with entities who may

compete, have sponsors that compete, or host events or other functions that have sponsors that compete with Sponsor, including Direct Competitors.

7. Entitlements. Commencing on the Effective Date and throughout the Term of this Agreement, Entity shall provide to Sponsor and Sponsor shall be entitled to the Entitlements set forth in **Exhibit B**.

8. Compensation to Entity. In consideration of the rights, privileges, and benefits granted under this Agreement, Sponsor shall pay to Entity compensation during the Term as set forth in **Exhibit C** (“Rights Fee”). The Rights Fee shall be due and payable in one (1) installment per Contract Year. In the first Contract Year, the Rights Fee shall be due and payable within sixty (60) days of the Effective Date. In all subsequent Contract Years, the Rights Fee shall be due and payable upon the commencement of each Contract Year.

a. Community Engagement. In addition to the Rights Fee, Sponsor agrees to spend Fifty Thousand Dollars (\$50,000) per Contract Year for the purpose of promoting the partnership between the Parties through marketing and promotional activities at the Facility and community engagement opportunities. The marketing and promotional activities and community engagement opportunities shall be mutually agreed upon by the Parties.

9. Payments.

a. All payments shall be paid by way of check made payable to “City of Spokane” and mailed to Entity at its address set forth in Section 19, or such other address as is designated by Entity in writing and in advance. The commission payment to The Superlative Group, Inc. shall be paid by Entity in accordance with the terms of OPR 2024-0157.

b. Any payment required to be made by Sponsor that is not paid within ten (10) days from the date such payment becomes due and owing shall bear interest at an annual rate of twelve percent (12%) per annum or, if lower, the maximum allowed by law, from the due date to the date payment is actually made. The right of Entity to receive interest under this Section shall be in addition to all other rights it may have as a result of Sponsor’s failure to make payments when due.

10. Facility Logos.

a. Facility Logos. During the Term, Entity and Sponsor shall develop, at Sponsor’s sole cost and expense, a logo or other similar design or device incorporating “{Sponsor}”, “{Sponsor},” “Pavilion,” and such additional appropriate words or designs that relate to or identify Sponsor and Entity (the “Primary Logo”). Sponsor may develop, at Sponsor’s sole cost and expense, derivative graphic designs and devices related to the Primary Logo to be used periodically for ancillary marketing and promotional purposes pursuant to this Agreement, subject to the prior written approval of Entity (the “Secondary Logos”; collectively with the Primary Logo, the “Facility Logos”). In all events, the Facility Logos shall be included in all marketing and promotional materials produced by Sponsor related to the Facility. In all events, the Facility Logos shall be mutually agreed upon by Entity and Sponsor. In no event shall any of the Facility Logos be changed or altered by Sponsor without the prior written approval of Entity.

b. Use of the Facility Logos & Name. As soon as reasonably practical after the Effective Date, Entity and Sponsor shall develop a style guide that sets forth approved uses of the Facility Trademarks and the Independent Marks (“Style Guide”). Any use of the Facility Trademarks and Independent Marks by either Party shall comply with the Style Guide in all material respects. Any use of the Facility Name, Facility Logo, or Independent Marks by either Party that departs in any material respect from the agreed upon Style Guide shall, in each case, be submitted to the other Party for its prior written approval, in accordance with the approval rights set forth in Sections 16 and 17, respectively.

c. Use of Old Facility Logo & Name. Entity shall have the right to deplete any inventory (e.g., brochures, flyers, letterhead, etc.) of produced materials using the Facility name and logo that was used prior to this Agreement (“Old Facility Logo”), not to exceed forty-five (45) days past the Effective Date. Prior to forty-five (45) days past the Effective Date, Entity shall provide Sponsor with the opportunity to purchase Old Facility Logo inventory, without markup, for destruction. Entity shall order any and all new inventory after the Effective Date with the Name and Facility Logo (as appropriate, depending on the nature of the item).

## 11. Signage.

a. Facility Signage. In connection with the Entitlements granted to Sponsor hereunder, Sponsor shall be entitled to have certain signage or other forms of exposure of the Name and Facility Logos placed conspicuously in, on and around the Facility and as otherwise specified in **Exhibit B** (the “Signage”). The content, appearance, location, material, quantity and size of all Signage shall be mutually agreed upon by Sponsor and Entity. The appearance, location, and size of any and all Signage shall be consistent with local regulations and applicable Laws, including building codes.

b. Production and Installation. Sponsor shall be responsible for paying all costs and expenses associated with the design, permitting, preparation, production, fabrication, delivery, mounting and installation of all Signage, which amounts shall be in addition to, and not a part of, the Rights Fee (as defined in Section 8). Sponsor shall hire one or more contractors reasonably acceptable to Entity to mount and install the Signage, the costs of which shall be the responsibility of Sponsor. In the event that any currently existing signage is in need of removal and replacement in order to install the Signage, Sponsor shall be solely responsible for the costs and expenses of such removal and replacement. Any and all currently existing signage that is removed pursuant to this Section shall be the sole and exclusive property of Entity and shall be returned to it at the sole cost and expense of Sponsor.

c. Maintenance. Following the design, permitting, preparation, production, fabrication, delivery, mounting and installation of the Signage, Entity shall be responsible for paying the costs and expenses associated with the routine maintenance of all Signage.

d. Removal and Replacement of Signage. As stated in Section 11(b), Sponsor shall be responsible for all costs and expenses associated with the removal, destruction, discarding, or replacement of any signage existing as of the Effective Date. Additionally, in the event that the Signage is in need of removal, destruction, discarding, and replacement due to the substitution, modification or change of the Name or Facility Logos during the Term, Sponsor shall be

responsible for all costs and expenses associated with such removal, destruction, discarding, or replacement. In the event that the Signage is in need of removal, destruction, discarding, and replacement during the Term for any reason beyond the substitution, modification, or change of the Name or Facility Logos, as determined in the sole discretion of Entity, Entity shall be responsible for all costs and expenses associated with such removal, destruction, discarding, or replacement. Upon termination or expiration of this Agreement, Sponsor shall be responsible for costs and expenses associated with (i) the removal, destruction, discarding, or replacement of all Signage; and (ii) the reinstallation of the signage that existed prior to the execution of this Agreement. Any and all Signage that is removed pursuant to this Section shall be the sole and exclusive property of Entity and shall be returned to it at the sole cost and expense of Sponsor.

e. Third Party Signs. Sponsor and Entity shall use reasonable commercial efforts to cause any existing and future third party roadway, wayfinding or other signs referencing Facility to identify Facility by the Name and Facility Logos; *provided however*, that, for the avoidance of any doubt, the Parties shall not be deemed in breach of this Agreement in the event any such third party fails to identify such signage.

f. Third Party Signs as of the Effective Date. Notwithstanding anything herein to the contrary, Entity and Sponsor understand and acknowledge that, prior to the Effective Date, references to Facility as the “Spokane Pavilion” or “U.S. Pavilion” have been physically incorporated in various third party signs, sidewalks, kiosks, and/or building structures that cannot be modified or changed except at considerable cost and expense (the “Third Party Signs”), and the Parties agree that the failure to modify such signs will not constitute a breach of this Agreement. To the extent Sponsor desires that any Third Party Signs in existence as of the Effective Date be replaced or modified to include the Name and/or the Facility Logo, and the cost to replace and/or modify any such Third Party Sign is not borne by the controlling body that owns or controls such Third Party Sign, then the cost and expense of designing, purchasing, constructing, and installing any replacement or modified Third Party Signs shall be paid for by Sponsor.

12. Subsequent Name Change. If Sponsor or its successor or assignee changes or causes the change of the Name or Facility Logos in accordance with the terms of this Agreement, including receiving Entity’s prior written approval in accordance with this Agreement, Sponsor shall pay, or cause its successor or assignee to pay, all costs and expenses associated therewith, including, without limitation, the cost and expense of: (a) removing, destroying and/or discarding Signage reflecting the prior Name and/or Facility Logos, (b) preparing, producing, replacing, mounting and installing new or altered Signage to reflect the changed Name and/or Facility Logos, (c) removing, destroying or discarding merchandise, equipment and other collateral materials (including, but not limited to, printed, electronic, and video materials, publications, staff uniforms, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the Facility with the new Name) related to the Facility branding, promotion and publicity displaying the prior Name and/or Facility Logos, and (d) preparing, producing, replacing and distributing merchandise, equipment or other collateral materials (including, but not limited to, printed, electronic, and video materials, publications, staff uniforms, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the Facility with the new Name) related to the Facility branding, promotion and publicity reflecting the changed Name and/or Facility Logos; and (e) attorneys’ fees, other professionals’ fees, and the cost of obtaining any required consents and approvals

associated with such change as well as all other out of pocket costs and expenses relating to Signage, promotions, branding, advertising and marketing.

13. Third Party Marketing and Promotional Materials. Entity and Sponsor agree that each shall use commercially reasonable efforts during the Term to cause the media, advertisers, promoters, sponsors, service providers, parties holding events at the Facility, and other third parties to identify Facility by the Name and to incorporate the Name and Facility Logos into all advertising and promotional materials that identify the Facility published or distributed by such party; *provided however*, that any failure of such parties to refer to Facility by the Name and incorporate the Facility Logos shall not be considered a breach of this Agreement.

14. Trademarks.

a. Ownership of Facility Trademarks. Entity and Sponsor agree that Sponsor shall own all right, title and interest in the Name, Facility Logos, and/or any stylized form or combination thereof, as may be modified throughout the Term, including the trademarks and copyrights associated therewith (“Facility Trademarks”). Sponsor shall license or acquire from the creator(s) of the Facility Logos “artist’s design” sufficient rights, including rights in any copyright, to permit unrestricted use of the trademarks associated with the Facility Trademarks. For the avoidance of doubt, each Party shall retain all right, title, and interest in its respective Independent Marks that are incorporated into the Name and Facility Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to, the Old Facility Logo, the name “Spokane Pavilion,” and the Entity Trademarks; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

b. License to Use Facility Trademarks. During the Term, Sponsor hereby grants to Entity an unlimited, nonexclusive, irrevocable, royalty-free license (with right to sublicense to the extent permitted by this Agreement) to use the Facility Trademarks, as hereafter changed, amended, or created hereunder so long as such use is in accordance with the Style Guide and the approvals set forth in this Agreement.

c. Independent Trademarks. Except as to the Facility Trademarks or as expressly provided in this Agreement, Entity and Sponsor shall retain all ownership, right and title in their respective trademarks, service marks, trade names, insignia, symbols, logos, decorative designs or the like (“Independent Marks”), and neither Party shall use any Independent Mark that is owned by, or licensed or sublicensed to, the other Party without the other Party’s prior written consent, subject to the Style Guide and the approval process set forth in Section 16 and 17 of this Agreement. Each Party agrees that any use of the other Party’s Independent Marks under this Agreement will inure to the benefit of and be on behalf of the owning Party and will terminate upon the expiration or prior termination of this Agreement. Except as expressly provided herein, the Parties will not have any rights or interests in the other Party’s Independent Marks.

d. Unauthorized Use of Independent Trademarks. Notwithstanding anything herein to the contrary, the use of the Independent Marks shall be subject at all times to the reasonable approval of the owning Party. If Entity or Sponsor becomes aware of any unauthorized use of the Independent Marks, then such Party shall promptly notify the other Party of such unauthorized use of the Independent Marks of which the notifying Party has actual knowledge. Both Entity and

Sponsor shall use commercially reasonable efforts to prevent and/or correct any unauthorized use of the Independent Marks.

15. Facility Websites and Social Media.

a. Facility Website. Entity shall (and shall cause any third party, if applicable) change the URL and content on the website for the Facility (the “Facility Website”), as applicable, to reflect Sponsor and the Name and/or Facility Logo. Entity shall manage, during the Term, URL, the day-to-day operation of the Facility Website (subject to mutual agreement on reasonable style guidelines) and ensure maintenance of website uptime.

b. Facility Social Media Accounts. Entity shall (and shall cause any third party, if applicable) change the social media accounts for Facility (including, but not limited to, accounts with Facebook, Instagram, Twitter AKA “X”, LinkedIn, Snapchat, and TikTok) to reflect Sponsor and the Name (the “Facility Social Media Accounts”). Entity shall manage, during the Term, the day-to-day operation of the Facility Social Media Accounts. The Agreement shall include all social media accounts created over the course of the Term.

16. Entity Approval Rights.

a. Sponsor acknowledges and agrees that Entity has an interest in maintaining and protecting the image and reputation of the Facility and Entity, and that in order to accomplish this purpose, Sponsor must in all cases assure itself that the (i) Name, (ii) the Facility Logo, and (iii) the Entity’s name or other logos or trademarks (“Entity Trademarks”) are at all times used in a manner consistent with the Style Guide. Sponsor agrees that Entity shall have the right to examine and to approve or disapprove in advance of use the contents, appearance and presentation of any and all advertising, promotional or other similar materials proposed to be used by Sponsor that incorporate the Name or Facility Logo, Entity Trademarks, or that make reference in any way to Entity and that depart in any material respect from the Style Guide. Sponsor shall not produce, publish or in any manner use or distribute any such advertising, promotional or other materials that have not been submitted to and approved in writing in advance by Entity.

b. Sponsor shall submit to Entity, via email or at the address set forth in Section 19, for Entity’s examination and approval or disapproval, at least fourteen (14) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Name or Facility Logo, Entity Trademarks, or that refer to Entity together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used. Entity shall promptly examine and either approve or disapprove such submissions and shall promptly notify Sponsor in writing of its approval or disapproval. Entity shall not unreasonably disapprove any such submission and, if disapproved, Entity shall advise Sponsor of the specific reasons for disapproval in each case. Entity’s approval must be given explicitly in writing; delay in approval for a specific period of time shall not constitute approval for purposes of this Agreement.

17. Sponsor Approval Rights.

a. Entity acknowledges and agrees that Sponsor has an interest in maintaining and protecting the image and reputation of the Facility and Sponsor, and that in order to accomplish this purpose, Entity must in all cases assure itself that the (i) Name, (ii) the Facility Logo, and (iii)

Sponsor name, logo and trademarks (“Sponsor Trademarks”) are all times used in a manner consistent with the Style Guide. Entity agrees that Sponsor shall have the right to examine and to approve or disapprove in writing and in advance of use of the contents, appearance and presentation of any and all materials proposed to be used by Entity that use or incorporate the Name or Facility Logo, Sponsor Trademarks, or that make reference in any way to Sponsor and that depart in any material respect from the Style Guide. Entity therefore agrees that it will not produce, publish or in any manner use or distribute any such materials that have not approved in writing in advance by Sponsor.

b. Entity shall submit to Sponsor, at the address set forth in Section 19, for Sponsor’s examination and approval or disapproval, at least fourteen (14) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Name or Facility Logo, Sponsor Trademarks, or that refer to Sponsor, together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used. Sponsor shall promptly examine and either approve or disapprove such submissions, and Sponsor shall promptly notify Entity in writing of its approval or disapproval. Sponsor shall not unreasonably disapprove any such submission and, if disapproved, Sponsor shall advise Entity of the specific reasons for disapproval in each case. Sponsor’s approval must be given explicitly in writing; delay in approval for a specific period of time shall not constitute approval for purposes of this Agreement.

18. Third Party Intellectual Property Rights.

a. Sponsor acknowledges and agrees that no rights have been granted to Sponsor to use the names, logos, copyrights, designs, trademarks, or other identifications (other than the Name or Facility Logo) used at the Facility by any third party that may be granted Subordinate Rights or that may schedule or conduct any event at the Facility (“Third Party Intellectual Property”). Sponsor shall not use any such Third Party Intellectual Property unless and until Sponsor shall have obtained, at its sole expense, from the owner of such proprietary rights whatever approval, license, waiver or release may be required to permit Sponsor to use such Third Party Intellectual Property.

b. Indemnification. Sponsor shall protect, indemnify, defend and save harmless Entity, its authorized agents, officers, board members, and representatives from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorneys’ fees, arising out of, or in any way connected with, any claim or action relating to the contents of any materials produced or distributed by Sponsor in accordance with this Agreement, or alleging infringement by Sponsor of the Third Party Intellectual Property.

19. Submissions and Notices. Any notices required or permitted hereunder shall be considered as duly made if delivered by nationally recognized delivery service, personal delivery in writing or by certified mail, postage-prepaid, return receipt requested to the Party for which it is intended. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the Parties at the following address:

To Entity

Garrett Jones  
Director of Parks & Recreation  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

With a Copy to: Jonathan Moog, Riverfront Park Director

To Sponsor

With a Copy to:

20. Insurance. During the Term of this Agreement, Sponsor shall maintain in force at its own expense, the following insurance coverages:
- a. Workers Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
  - b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City of Spokane, its officers and employees are additional insureds, but only with respect to Sponsor's services to be provided under this Agreement;
  - c. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this Agreement;



- d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles.
- e. The insurance requirements outlined in this section shall be limited to the scope and entitlements of the provisions contained in this Agreement.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Sponsor or its insurer(s) to the City of Spokane. As evidence of the insurance coverage(s) required by this Agreement, the Sponsor shall furnish acceptable Certificates of Insurance (COI) to the City of Spokane at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Sponsor’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Sponsor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

21. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party and its Affiliates (and their respective agents, servants, employees, officers, directors and other officials) from any loss, liability, damage, cost or expense (including reasonable attorneys’ fees), arising out of any claim, suit, arbitration, governmental inquiry or other proceeding initiated by a third party against an indemnified party by reason of or relating to the indemnifying party’s use of the other party’s intellectual property other than as permitted hereunder or the negligence or willful misconduct of the indemnifying party or its Affiliates, or the officers, directors, partners, agents or employees of each, in connection with its or their performance relating to this Agreement.

22. Limitation of Liability. Other than as set forth in Sections 18(b), 21, and 38, under no circumstances shall Entity or Sponsor be liable to the other Party or any other Person for special, incidental, consequential or indirect damages, loss of good will or business profits, or exemplary or punitive damages.

23. Reservation of Rights. All rights not herein specifically granted to Sponsor by Entity shall be and remain the property of Entity to be used in any manner as it may deem appropriate.

24. Representations and Warranties.

a. Representations and Warranties of Sponsor. Sponsor represents and warrants to Entity that: it is a corporation in good standing under the laws of the state of Washington and is duly authorized to transact business in the state of Washington; it has the full corporate power and legal authority to enter into and perform this Agreement in accordance with its terms; all necessary corporate approvals for the execution, delivery, and performance by Sponsor of this Agreement have been obtained, and no consent or approval of any other Person is required for execution of and performance by Sponsor of this Agreement; this Agreement has been duly executed and delivered by Sponsor and constitutes a legal, valid and binding obligation of Sponsor enforceable in accordance with its terms; the execution, delivery and performance of this Agreement by Sponsor will not conflict with its articles of incorporation, by-laws or other charter and governing

documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Sponsor is a party or by which Sponsor is bound; it owns sufficient right, title and interest in and to the Sponsor Trademarks and to grant to Entity the right and license to use the Sponsor Trademarks as contemplated by this Agreement; and there is no litigation pending or, to the Knowledge of Sponsor threatened against Sponsor which would prevent or hinder the consummation of the transactions contemplated by this Agreement or its obligations hereunder.

b. Representations and Warranties of Entity. Entity represents and warrants to Sponsor that: it has the full power and legal authority to enter into and perform this Agreement in accordance with its terms; the execution and delivery of this Agreement on behalf of Entity has been duly authorized; all necessary approvals for the execution, delivery, and performance by Entity of this Agreement have been obtained; this Agreement has been duly executed and delivered by Entity and constitutes a legal and binding obligation of Entity enforceable in accordance with its terms; all votes, approvals and proceedings required to be taken by or on behalf of Entity to authorize Entity to execute and deliver this Agreement and to perform its covenants, obligations and agreements hereunder have been duly taken; it owns sufficient right, title and interest in and to the Entity Trademarks and to grant to the Sponsor the right and license to use the Entity Trademarks as contemplated by this Agreement; and Entity is authorized to enter into this Agreement and to grant to Sponsor all of the rights, benefits, privileges and Entitlements contemplated to be granted to Sponsor hereunder.

## 25. Termination and Effect.

a. Default Event by Sponsor. The occurrence of any one or more of the following events or actions will constitute a default of this Agreement by the Sponsor (“Sponsor Default”):

- i. Failure to Make Payment. Sponsor fails to pay the Rights Fee, or any other amount required under this Agreement when due, if such failure continues for a period of ten (10) days after Entity gives Sponsor written notice of such failure;
- ii. Other Material Breach. Sponsor breaches any other material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Sponsor within sixty (60) days following receipt of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the sixty (60) day period, Sponsor fails to (i) submit a cure plan reasonably acceptable to Entity and engage in best efforts to remedy such breach within such sixty (60) day period and (ii) cure the breach within one hundred twenty (120) days following receipt of written notice specifying the nature of such breach;
- iii. Corporate Cessation. Cessation of Sponsor to conduct business, or if Sponsor is subject to any attachment, execution or other judicial seizure or sale of any substantial portion of its assets, which is not discharged or revoked within ten (10) days thereof;

- iv. Insolvency. an Insolvency Event occurs with respect to Sponsor;
- v. Wrongful Assignment. Sponsor's assignment of this Agreement in violation of Section 28;
- vi. Morals. Should a member of Sponsor's Chief Executive Team (President/CEO, CRO, COO, CFO, CIO, CRO/Chief Counsel) (i) commit an offense, or become involved in any business or industry, involving moral turpitude under any Laws; (ii) do or commit any act or thing, or become involved in any business or industry, that, in the reasonable and good faith opinion of the Entity, is immoral, deceptive, scandalous or obscene or will tend to degrade, disparage, or impair the name, reputation, image, goodwill, proprietary rights, or integrity of Sponsor (or by reference or implication, Entity or Facility); (iii) do, or refrain from doing anything that would prejudice or negatively affect the reputations of Entity or Entity's Facility; or (iv) become involved in any business or industry that prohibits Entity from having a sponsorship relationship under any applicable Laws.

b. Termination Rights and Remedies of Entity. In the event of a Sponsor Default, Entity shall have the right to exercise any one or more of the following remedies:

- i. immediately terminate this Agreement upon written notice to the Sponsor
- ii. to retain any and all amounts, including, but not limited to, the Rights Fee, that have already been paid as of the date of termination;
- iii. Because the nature of entering into and granting the rights and benefits under this Agreement involves a complex and time-consuming legal and corporate process and, in the event of a Sponsor Default resulting in the early termination of this Agreement, the Entity will incur considerable cost and expense in effectuating a change of the Name and Facility Logo and soliciting and entering into a subsequent naming rights agreement with a third party; Entity shall have the right to receive from Sponsor liquidated damages equal to the amount of the Rights Fee for the three (3) subsequent Contract Years. If less than three years remaining, then liquidated damages shall be equal to the remaining contract years following the date of termination; and
- iv. Remove and destroy all Signage or materials displaying or containing Sponsor Marks at the sole cost and expense of Sponsor, as set forth in Section 11(d).

c. Default Event by Entity. The occurrence of any one more of the following events or actions will constitute a default of this Agreement by Entity ("Entity Default"):

- i. Material Breach. Entity breaches any material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Entity within sixty (60) days following receipt

of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the sixty (60) day period, Entity fails to (i) submit a cure plan reasonably acceptable to Sponsor and engage in best efforts to remedy such breach within such sixty (60) day period and (ii) cure the breach within one hundred twenty (120) days following receipt of written notice specifying the nature of such breach.

- ii. Reverse-Morals Clause. The terms of the Morals Clause set forth in Section 25(a)(vi) of this Naming Rights Agreement also apply to Entity's Executive Leadership to include the Mayor, Chief of Staff, CFO and City Administrator.

d. Termination Rights and Remedies of Sponsor. In the event of an Entity Default, Sponsor shall have the right to exercise any one or more of the following remedies:

- i. Immediately terminate this Agreement upon written notice to the Entity;
- ii. To enforce any other rights provided for herein with respect to such Entity Default;
- iii. Seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such Entity Default; and
- iv. Exercise any other right or remedy at law or inequity with respect to such Entity Default

e. Failure to Terminate. Failure to terminate this Agreement pursuant to this Section 25 shall not constitute a waiver of any remedies the non-Defaulting Party would have been entitled to demand in the absence of this Section, whether by way of damages, termination or otherwise.

f. Announcement upon Termination. In the event of any termination of this Agreement, Entity shall have the right to announce in press releases and otherwise that this Agreement is terminated and the reasons for the termination subject to Sponsor's right to examine and to approve or disapprove in writing and in advance, which approval shall not be unreasonably withheld, delayed or conditioned.

26. Waiver. The failure of either Party at any time to demand strict performance by the other Party of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each Party may at any time demand strict and complete performance by the other Party of such terms, covenants and conditions.

27. Rights after Expiration or Termination.

a. Upon the expiration or termination of this Agreement, unless stated otherwise in this Agreement, the rights and obligations of the Parties under this Agreement shall cease immediately, including but not limited to, all of the rights of Sponsor to the use of the Name, Entity Trademarks, and Facility Trademarks. Sponsor shall not thereafter make any use whatsoever of the Name, Facility Trademarks, or Entity Trademarks or make any other reference in advertising

to the Facility or Entity. Notwithstanding the foregoing, however, the Parties may continue to distribute any existing printed materials if such materials were produced and printed only in reasonable anticipation of the requirements of the respective Parties for the Term, however the materials shall not be distributed for longer than thirty (30) days after the expiration or termination of the Term.

b. For the avoidance of doubt, each Party shall retain all right, title, and interest in, and shall have the right to continued use after termination or expiration of this Agreement to, its respective Independent Marks, including, but not limited to, those that are incorporated into the Name and Facility Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to, the Old Facility Logo and Entity Trademark; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

## 28. Assignment.

a. This Agreement and all rights and Entitlements granted under this Agreement by Entity are personal to Sponsor and shall not be sold, assigned, sublicensed, pledged, encumbered or otherwise transferred (each, a “Transfer”), directly or indirectly, to any Person (including, without limitation, to any Affiliate of Sponsor) without the prior written consent of Entity. In the event Entity provides prior written consent of a Sponsor Transfer, then, as a condition of Transfer, the transferee shall assume in writing for the benefit of Entity all obligations in respect of the rights assigned or transferred to such acquirer or successor under this Agreement pursuant to an instrument reasonably satisfactory to Entity. Sponsor shall not Transfer this Agreement to an Affiliate of Sponsor, unless, in addition to Entity’s prior written consent, Sponsor shall remain responsible for all obligations of Sponsor under this Agreement, and such Transfer shall not relieve Sponsor of any of its obligations under this Agreement. Any attempted Transfer of this Agreement or any of the rights or Entitlements granted under this Agreement, or of a controlling interest in Sponsor, is in violation of this Section, shall be void, and shall entitle Entity to terminate this Agreement upon written notice of termination.

b. Entity shall have the right to Transfer this Agreement without the consent of Sponsor. In any such event, however, Entity shall provide Sponsor with written notice no later than thirty (30) days before any such Transfer.

c. Any change to the Name as the result of this Section, shall be governed by Sections 4 and 12.

29. Parties Bound and Benefited. This Agreement shall bind and benefit the Parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.

30. Debarment and Suspension. Sponsor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

31. Force Majeure. If either Party is delayed, prevented, prohibited, or materially impaired from performing any of its obligations under this Agreement (other than a payment obligation hereunder) as a result of a force majeure event, including, but not limited to, (a) war (including civil war or revolution), invasion, armed conflict, violent act of a foreign enemy, military or armed blockade, or military or armed takeover; (b) riot, insurrection, civil commotion, civil disturbance, or act of terror or sabotage; (c) nuclear explosion or meltdown, or radioactive, chemical or biological contamination; (d) fire, explosion or other serious casualty; (e) severe weather or other natural disasters (including, but not limited to, hurricane force winds, tornadoes, floods, earthquakes, tsunami, named windstorms, or snow or ice storms); (f) events resulting in the declaration of a state of emergency; (g) governmental restrictions; (h) pandemics, epidemics, public health crisis or emergency; (i) strike, lock-out, or labor dispute; (j) acts of God; or (k) other cause beyond the parties' reasonable control ("Force Majeure Event"), then such Party's failure to perform such obligation shall not constitute a breach of this Agreement and such Party shall be excused from performance of such obligation for a period of time equal to the period during which the Force Majeure Event delays, prevents, prohibits, or materially impairs such performance so long as such Party gives the other Party prompt written notice of the cause of the delay. In such event, the Parties will make reasonable efforts to determine sufficient "make good" rights which shall constitute a substitute for the obligations that the restricted Party was delayed, prevented, prohibited, or materially impaired from providing to the other Party as the result of a Force Majeure Event.

32. Significance of Headings. Section headings and numbering contained herein are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though such Section headings had been omitted.

33. Contract Interpretation and Construction. Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both Parties, and no presumption or burden of proof shall arise favoring or disfavoring one Party by virtue of the authorship of any of the provisions of this Agreement.

34. No Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or landlord/tenant relationship between Entity or Sponsor. No Party shall have any right to obligate or bind any other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons. This Agreement does not and will not be construed to entitle either Party or any of their respective employees to any benefit, privilege, or other amenities of employment by the other.

35. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington, without giving effect to the principles of conflict of laws. Any dispute regarding this Agreement shall only be brought in a state or federal court of competent jurisdiction in the state of Washington. Each Party hereby irrevocably submits to the exclusive jurisdiction of any such court for purposes of any action arising out of this

Agreement. Sponsor agrees not to challenge this Section, and not to attempt to remove any legal action outside of Washington for any reason.

36. Alternative Dispute Resolution. Any dispute or misunderstanding that may arise under this Agreement, concerning either Party's performance and/or compliance with the express and/or implied terms of this Agreement, shall first be through negotiations. If the Parties cannot agree upon a decision within a reasonable period of time, either Party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of Entity to terminate the Agreement. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

37. Public Statements. Neither Entity nor Sponsor shall directly or indirectly make or encourage the making of any defamatory or disparaging statements about the other, or any statements that could reasonably be expected to impact negatively on the name, business or reputation of either Party. The Parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases or other public disclosures (the "Public Statements") made by either Party related to performance under this Agreement. Each Party further agrees that any such Public Statement will be made in furtherance of the good faith performance of this Agreement and the contractual relationship of the Parties.

38. Confidentiality. Sponsor certifies and agrees that all information communicated to it by Entity and its agents, whether before or after the Effective Date, has been and will continue to be treated as confidential, has been and will continue to be used only for purposes of this Agreement, and has not been and will not be disclosed by Sponsor without the prior written consent of Entity, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the control of Sponsor.

39. Public Records. All Parties hereto acknowledge that Entity is a political entity in the State of Washington and as such is subject to RCW Chapter 42.56 (the Public Records Act) and other Laws related to the keeping and access to public records.

40. Subservience. Notwithstanding anything to the contrary contained in this Agreement, this Agreement (as clarification, including, without limitation, all rights, benefits and any exclusivities) is subject in all respects to all applicable Laws, including, but not limited to, the Revised Code of Washington, the Spokane Municipal Code, and all present and future contracts entered into by, all other entities, governing bodies or organizations having jurisdiction over the rights and benefits granted to Sponsor herein.

41. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns.

42. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law: (a) the Parties shall substitute for the affected provision a legal, valid, and enforceable provision which approximates the intent and economic effect of the affected provision as nearly as possible; (b) such provision shall be fully severable;

(c) if the Parties cannot substitute a replacement provision as described in (a) above, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (d) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

43. Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. Additionally, this Agreement may not be amended, changed, or modified except by a writing signed by both Parties, or their respective successors or assigns.

44. Survival. The provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, Sections 11, 18, 21, 22, 23, 25, 26, 27, 28, 36, 37, 38, 39, and 42. In addition, any payment obligation of either Party that (a) accrues or arises prior to or at the time of expiration or earlier termination of this Agreement and (b) that is contemplated under the terms of this Agreement to be paid after such expiration or earlier termination shall survive such expiration or earlier termination until paid.

45. Counterparts and Facsimile/Electronic Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. The execution of counterparts shall not be deemed to constitute delivery of this Agreement by any Party until each of the Parties has executed and delivered its respective counterpart. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

*[Signatures Page Follows]*



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and/or officials and agree to be bound by its terms.

**ENTITY**

**SPONSOR**

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

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

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

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

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

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

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

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

Attachments to this Agreement:

Exhibit A – Facility Map

Exhibit B – Entitlements

Exhibit C – Payment Chart

Exhibit D - Certificate of Debarment

**Exhibit A**

**Facility Map**



## **Exhibit B**

### **Entitlements**

#### **Category Exclusivity**

- Exclusivity at the Facility, subject to the terms of this Agreement, in the Exclusive Category, as defined in this Agreement.

#### **Facility Naming Rights**

- Exclusive name of the Facility, to be known as the “{Sponsor} Pavilion”

#### **Launch Campaign**

- Entity will organize a Facility naming rights public relations and marketing launch campaign.
  - Contents of marketing materials and events (including, for example, press releases, ribbon cutting events) to be mutually agreed upon by the Parties.
  - Sponsor representatives shall be included in all public-facing campaign pieces (including, for example, quotes in press releases and involvement in ribbon cutting).

#### **Signage**

- Facility Logo or Name on main Facility exterior identifying signage
- Facility Logo or Name on box office signage
- Facility Logo or Name on vertical stage scrim signage
- Name on Riverfront Park wayfinding signage
- Facility Logo or Name permanently displayed on outdoor digital marquee
- One (1) year-round promotional advertisement on wayfinding signage, with the contents and form of advertisement to be agreed upon by the Parties
- Sponsor logo and/or name on pavilion concrete wall graphic for two (2) months per Contract Year; graphic to have Washington Street visibility
- Sponsor logo and/or name and promotional advertisement on attraction digital boards, with the contents and form of the advertisement to be agreed upon by the Parties
- One (1) year-round promotional advertisement on the Riverfront Park entry kiosk, with the contents and form of the advertisement to be agreed upon by the Parties

#### **Social and Digital Assets**

- Sponsor inclusion on four (4) branded social media posts per Contract Year; the contents, form, and frequency of the social media posts to be agreed upon by the Parties
- Sponsor inclusion on Facility and Riverfront Park websites; Sponsor inclusion to be on landing pages and will include the use of featured images. Contents, form, and frequency of inclusion to be agreed upon by the Parties.
- One (1) promotional advertisement with a pass-through link on both the Facility and Riverfront Park websites, with the contents and form of the advertisement to be agreed upon by the Parties
- Facility Logo or Name on digital tickets, with the size and location of the Facility Logo to be agreed upon by the Parties

### **Optional On-Site Opportunities**

- Sponsor to receive a 10' x 10' promotional booth at the Facility at ten (10) agreed upon events per Contract Year, with Sponsor opportunity for on-site affinity card sign ups/promotions/etc. The location of the booth to be mutually agreed upon by the Parties. Specific events are subject to the approval of Entity.
- Sponsor shall have the right to install one (1) permanent ATM / ITM to be at the Facility year-round, with the location to be agreed upon by the Parties
- Parties to collaborate on ways to activate the brand partnership in the local marketplace

### **Tickets and Hospitality**

- Sponsor to receive eight (8) tickets to all shows that are a part of the Pavilion Summer Concert Series each Contract Year
- Sponsor to receive one (1) VIP/hospitality event at the Pavilion Summer Concert Series or other mutually agreed upon event per Contract Year.
  - Thirty (30) person maximum
  - Seven Hundred Fifty Dollar (\$750) food and beverage credit
  - If the use rights included in this section are not exhausted in any Contract Year, such rights shall expire at the end of such Contract Year and shall not rollover into any subsequent Contract Year.
- Sponsor to receive one hundred (100) complimentary attraction (e.g., Numerica Skate Ribbon, Sky Ride or Looft Carousel) tickets per Contract Year.
  - If the use rights included in this section are not exhausted in any Contract Year, such rights shall expire at the end of such Contract Year and shall not rollover into any subsequent Contract Year.
  - Value of tickets may not be applied toward additional activations in lieu of receiving tickets.

### **Facility Use**

- Use of Facility up to one (1) time per Contract Year
  - Dates, times, and specific space shall be based on availability and mutually agreed upon by the Parties.
  - The rental fee shall be waived for the above uses, but Sponsor shall be responsible for all other costs, including, without limitation, staffing, tech, food, and beverage.
  - If the use rights included in this section are not exhausted in any Contract Year, such rights shall expire at the end of such Contract Year and shall not rollover into any subsequent Contract Year.

### **Tailored Benefits**

- {Sponsor} card holders to receive discounted tickets to Entity-produced events (excluding concerts), with extent of discount to be agreed upon by the Parties.
- On-site affinity card promotion highlighting Spokane local heroes and schools, with form and contents of promotion to be agreed upon by the Parties. Promotion could be utilized through various Entitlements, such as, the Riverfront Park entry kiosk, Riverfront Park digital marquee, and wayfinding signage. Costs of marketing and promoting the promotion will be borne by Sponsor. For clarity these activities are included in the activities referenced in Section 8.a.

**Exhibit C**  
**Payment Chart**

<b>Contract Year</b>	<b>Rights Fee</b>
<b>Base Term</b>	
<b>Contract Year 1</b>	<b>\$230,000.00</b>
<b>Contract Year 2</b>	<b>\$236,900.00</b>
<b>Contract Year 3</b>	<b>\$244,007.00</b>
<b>Contract Year 4</b>	<b>\$251,327.21</b>
<b>Contract Year 5</b>	<b>\$258,867.03</b>
<b>Contract Year 6</b>	<b>\$266,633.04</b>
<b>Contract Year 7</b>	<b>\$274,632.03</b>
<b>Contract Year 8</b>	<b>\$282,870.99</b>
<b>Contract Year 9</b>	<b>\$291,357.12</b>
<b>Contract Year 10</b>	<b>\$300,097.83</b>
<b>Extended Term (If exercised)</b>	
<b>Contract Year 11</b>	<b>\$309,100.77</b>
<b>Contract Year 12</b>	<b>\$318,373.79</b>
<b>Contract Year 13</b>	<b>\$327,925.00</b>
<b>Contract Year 14</b>	<b>\$337,762.75</b>
<b>Contract Year 15</b>	<b>\$347,895.64</b>

**EXHIBIT D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)