

EXHIBIT A

SPONSORSHIP AGREEMENT FOR SOFTBALL FIELD #4, LOCATED AT THE SOUTHSIDE SPORTS COMPLEX

This Agreement is made by and between **Denver's Refrigeration** ("SPONSOR") and the City of Jonesboro Parks and Recreation Department ("CITY"), on this 1st Day of **January 2025** ("Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Southside Softball Complex", hereafter referred to as "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- a. This agreement is for a period of **(5) years** commencing on the Effective Date and ending at midnight on the **31st of December, 2029**.

II. Sponsorship of Facilities

- a. It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's name shall be put on a sign to be erected on a designated athletic field (**Softball Field #4**) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- b. It is agreed between the parties that the SPONSOR shall pay over a period of **5 years** for the erected sign and sponsorship the total sum of **\$7,500**.

A sum of \$1,500 shall be paid on July 1, 2025

A sum of \$1,500 shall be paid on July 1, 2026

A sum of \$1,500 shall be paid on July 1, 2027

A sum of \$1,500 shall be paid on July 1, 2028

A sum of \$1,500 shall be paid on July 1, 2029

- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional five years.
- d. It agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove the SPONSOR's sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 2.5' x 14' sign to be erected for the SPONSOR's designated field (**Softball Field #4**). However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- f. It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on the sponsored field.

III. Assign Ability and Exclusivity

- a. This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

IV. Miscellaneous Provisions

- a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- c. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- d. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.
- e. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement of the day and year set forth below.

Denver's Refrigeration

By: 

Name: Myca Ferguson

Title: Secretary

Phone: 870 9359432

Email: denversrefrig@gmail.com

Date: 11/8/2024

CITY OF JONESBORO

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

April Leggett, City Clerk