

# PERFORMANCE AGREEMENT

This Performance Agreement (hereinafter "Agreement") is made and entered into between City of Jonesboro Softball and the Jennie Finch Softball Camp (hereinafter "Jennie Finch Softball"), and is intended to recite and set forth the contractual agreement between the parties.

## RECITALS

- A. City of Jonesboro Softball is involved in bringing a professional softball camp to their community.
- B. Jennie Finch Softball is engaged in the business of participating in and supporting softball camps.
- C. The parties desire to enter into an agreement whereby City of Jonesboro Softball will host a Jennie Finch Softball Camp (hereinafter "Camp") November 4-5, 2017. The parties desire to set forth in full contractual obligations, duties, and responsibilities to ensure a successful Camp.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. City of Jonesboro Softball agrees to the following duties, responsibilities, benefits and obligations:
  - a. City of Jonesboro Softball will provide a facility for the Camp for the dates of November 4-5, 2017. Said facility to be located at Southside Softball Complex. City of Jonesboro Softball will make the facility available and accessible for all preparatory work prior to the Camp.
  - b. City of Jonesboro Softball agrees to actively promote, advertise, and support, to the best of his ability, the Camp and to facilitate and encourage registration of Camp participants.
  - c. City of Jonesboro Softball agrees to provide items or services listed below and shall be herein after referred to as the "Operational Budget". However, the Operational Budget shall be offset, in part, or in total, by corporate sponsorships, which we will use to offset or supplant or provide for the costs and operational needs of the camp. City of Jonesboro Softball shall exercise in good faith efforts to obtain corporate sponsorship to support the operational needs of the camp.

## Operational Budget

# JENNIE FINCH SOFTBALL CAMP 2017

### HOST IS RESPONSIBLE FOR:

LOCAL UNIVERSITY SOFTBALL TEAM (21) TO ASSIST PROFESSIONAL COACHES (JENNIE FINCH SOFTBALL CAMP WILL MAKE A DONATION TO THE PROGRAM)

8 HOTEL ROOMS FOR STAFF AND COACHES DURING CAMP

TRANSPORTATION (PICKUP AT AIRPORT/RETURN FOR DEPARTURE)

2 SUV/VAN (FOR USE DURING CAMP WEEK-END)

MEALS (LUNCH) FOR CAMPERS (x2 days)  
4 SERVERS FOR LUNCH EACH DAY

NIGHT SECURITY (FRIDAY AND SATURDAY)

MEDICAL STAFF (A TRAINER, EMT)

FACILITY (MUST HAVE INDOOR BACK-UP AND TRANSPORTATION)

ANNOUNCER/ TIMEKEEPER

EQUIPMENT (A LIST WILL BE PROVIDED)

### HOST OPPORTUNITY FOR INCOME:

CONCESSIONS AT CAMP

" DINNER WITH CHAMPIONS"

2. Jennie Finch Softball agrees to the following duties, responsibilities, benefits and obligations:

a. Jennie Finch Softball agrees to appear and participate in the Camp and to bring professional fast pitch softball coaches. Jennie Finch Softball shall exercise their best effort, professionalism, and expertise in their participation and support of the Camp with the mutually agreed upon intent and purpose to provide Camp participants the best and most positive experience possible.

b. Camp Registration Fees: The Parties acknowledge that Jennie Finch Softball shall be entitled to receive and retain all registration fees from camp participants. Revenue generated from registration fees shall be used for operational costs of the camp including compensation for above mentioned coaches, travel expenses and other costs of the camp.

c. Jennie Finch Softball acknowledges and agrees City of Jonesboro Softball will receive and retain any revenues generated from concessions.

d. Jennie Finch Softball, and Jennie Finch agree to attend and participate in a function entitled "Champions Dinner". Jennie Finch of Jennie Finch Softball agrees to attend and speak at the Champions Dinner.

e. Jennie Finch Memorabilia: Jennie Finch Softball agrees to provide softball memorabilia from Jennie Finch. The parties acknowledge that memorabilia will be used for fund raising at the Champions Dinner and the revenues will benefit City of Jonesboro Softball.

f. All parties agree no other vendors will be allowed at camp.

3. ADEQUATE CONSIDERATION.

City of Jonesboro Softball and Jennie Finch Softball agree the foregoing Agreement is a binding contract on the parties and based upon adequate consideration and support thereof.

a. Governing Law and Interpretation. This Agreement shall be governed in accordance with the laws of the State of Arkansas. The Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

b. Severability. Should any clause or provision of this Agreement be declared illegal or unenforceable, it shall be modified as minimally necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

c. Amendment. This Agreement may not be modified, altered or changed, except upon express written consent of Jennie Finch Softball and City of Jonesboro Softball wherein specific reference is made to this Agreement.

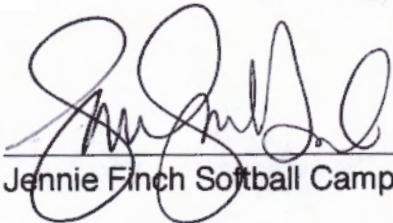
d. Entire Agreement. This Agreement sets forth the entire agreement herein, and supersedes any prior agreements, contracts or understandings between the parties related to the subjects addressed herein.

Dated: 1/30/17

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City of Jonesboro Softball

CITY OF JONESBORO,

Dated: 12/20/16

  
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Jennie Finch Softball Camp