

## Sponsor Agreement

This Agreement is entered into this day by and between the CITY OF JONESBORO hereinafter referred to as "City" and OPTUS, INC. hereinafter referred to as "Sponsor". WITNESSETH:

1. It is agreed between the parties hereto in return for the covenants and conditions set forth herein that Sponsor's name and/or logo shall be put on a sign to be erected on a designated numbered field at the baseball complex being developed by the City. The numbered field, once Sponsor enters into the Agreement, shall be known thereafter by the name to be designated by Sponsor and said sign and name shall remain for a period of ten (10) years). Sponsor's logo is attached to this Agreement as Exhibit A; the City shall not modify the logo in any way without Sponsor's prior written consent, and City acknowledges that it shall not acquire any rights in Sponsor's name or logo by virtue of this Agreement.
2. It is agreed between the parties that the Sponsor shall pay over a three year period for the erected sign and sponsorship the total sum of \$15,000. A sum in the amount of \$5,000 shall be paid commencing on March, 2007 and an amount of \$5,000 shall be paid thereafter on March, 2008 and an amount of \$5,000 shall be paid thereafter on March, 2009.
3. It is agreed between the parties that the Sponsor shall have an option to renew this Agreement for an additional ten (10) years, with the total sponsorship fee for the renewal period not to exceed 50% of the original sponsorship price. The Sponsor shall have first right of refusal at the expiration of the original ten (10) year term.
4. It is agreed between the parties that the Sponsor shall be provided the opportunity to switch the sponsorship of the initial field to a field which may be constructed closer to the highway in the future during the term of this agreement. It is agreed the City is in no way obligated to perform future field construction under this agreement.
5. It is agreed between the parties that this sponsorship is non-assignable without prior approval of the City, which shall not be unreasonably withheld. It is also agreed that the City has the option to remove Sponsor's sign and obtain a new sponsor for the designated field in the event Sponsor fails to pay any portion of the sponsorship price when due, following ten (10) days written notice of payment default.

6. It is agreed between the parties that the City will furnish and erect the sign for Sponsor's designated field at the City's sole cost. Other than Sponsor's name/logo specifications, the sign shall conform to the specifications provided by the City. If Sponsor requests any changes to the sign during the term (or any renewal term) of this Agreement, Sponsor shall be responsible for the cost of any such changes.
  
7. It is agreed between the parties that the Sponsor shall not be responsible for the maintenance and upkeep of the designated numbered field and/or the sign. The City shall indemnify and hold harmless the Sponsor for any liability actions which may be brought resulting from accidents which might occur in the future or any other claim or loss related to the sign or the field or otherwise arising under this Agreement.
  
8. It is agreed between the parties that should Joe Mack Campbell Park cease to exist as a baseball and soccer facility that this contract shall be null and void.

THIS AGREEMENT IS HEREBY MADE AND ENTERED INTO ON THIS 13 DAY OF MARCH, 2007.

SPONSOR: ~~Optus, Inc.~~

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

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

CITY OF JONESBORO

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

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



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