

Naming Rights and Sponsorships Consultancy Agreement

PREPARED BY

Jake Shandri

Managing Partner

Sportsman, L.C.

515-987-0806

Jshandri@SportsmanSolutions.com

- **Professional Services Agreement:** Pages 3-6
- **Exhibit A:** Pages
- **Exhibit B:** Pages
- **Approval:** Page

NAMING RIGHTS AND SPONSORSHIPS FOR PROFESSIONAL SERVICES AGREEMENT

This Naming Rights and Sponsorship for Professional Services Agreement (the “Agreement”) is made effective as of , _____, 2025, by and between City of Killeen (referred to herein as “Client “or “Killeen”), a government municipality in the state of Texas and Sportsman, L.C. (referred to herein as “Sportsman”), an Iowa limited liability company. Client and Sportsman may hereinafter be referred to collectively at the “Parties”.

RECITALS

- Sportsman has extensive experience and knowledge with respect to corporate partnership sales and marketing, regarding a variety of sports and entertainment facilities, events, and other properties as generally described on Exhibit A (**Naming Rights, Sponsorships & Consultancy Management**); and
- Client desires to engage Sportsman to provide certain professional services associated with corporate sales representation, services and advice regarding sponsorships, and other marketing platforms with respect to Client, with specific emphasis on securing “major sponsorships.” **NOW, THEREFORE**, in consideration for the mutual covenants that are in this Agreement and referenced in the **EXHIBITS attached hereto**, the Parties hereby agree as follows:

1. RELATIONSHIP OF PARTIES

Sportsman is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to Sportsman, its business affairs and its performance of its duties under or pursuant to this Agreement. The relationship of Sportsman with the Client created by this Agreement is that of an independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency, or other relationship between the Parties or to make Client liable for the debts or obligations of Sportsman. Sportsman agrees to execute and provide to Client an Affidavit of Exempt Status and Exempt Status Fact Sheet with a fully executed copy of this Agreement.

2. SCOPE OF SERVICES, TERM & COMPENSATION

Client hereby engages Sportsman, and Sportsman shall provide the services outlined in the EXHIBITS attached hereto for the benefit of Client during the term of this Agreement. The term of this Agreement and compensation provided to Sportsman by Client will be that which is outlined and mutually agreed upon in **EXHIBIT B**. Sportsman will pay and be responsible for payment of any applicable income taxes related to the services provided pursuant to this Agreement.

3. REQUIREMENTS

Without in any way limiting any other term or provision of this Agreement or any obligation of Sportsman hereunder, Sportsman shall:

3.1 Adhere to all laws, policies, rules, and regulations applicable to the services to be provided by Sportsman pursuant to this Agreement.

3.2 Have no right or power to enter any agreement in the name of or on behalf of Client, or to otherwise obligate Client in any manner, without the prior written consent and approval of Client, in its sole discretion.

4. INDEMNIFICATION

Sportsman shall indemnify, defend, and forever save and hold harmless Client, its principals, shareholders, managers, members, partners, officers, directors, contractors, agents, elected officials and employees (sometimes collectively referred to herein as the "Client Indemnitees" and individually as a "Client Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, which any one of Client Indemnitees may suffer or incur arising out of a breach by Sportsman of its obligations pursuant to this Agreement. The foregoing indemnification shall survive any termination or the expiration of the Term of this Agreement. To the extent permitted by the Constitution and laws of the State of Texas, and without waiver of Client's sovereign immunity rights, Client shall indemnify, defend and forever save and hold harmless Sportsman, its principals, shareholders, members, partners, officers, directors and employees (sometimes collectively referred to herein as the "Sportsman's Indemnitees" and individually as a "Sportsman Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, which any one of Sportsman's Indemnitees may suffer or incur arising out of a breach by Client of its obligations pursuant to this Agreement. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

5. TERM.

The term of this Agreement shall be identified in **Exhibit B**, unless earlier terminated due to material, uncured breach, as provided herein. In the event Sportsman or any employee of Sportsman performing services on behalf of Sportsman for the benefit of Client materially breaches this Agreement, and such breach remains uncured after fifteen (15) days as provided herein, Client will have the right to terminate this Agreement in addition to other rights or remedies which Client may have under this Agreement, or at law or in equity. In the event Client or any employee materially breaches this Agreement, and such breach remains uncured after fifteen (15) days as provided herein, Sportsman will have the right to terminate this Agreement in addition to other rights or remedies which Sportsman may have under this Agreement, or at law or in equity. A party will not be in breach hereof unless such party has first been notified in writing by the other party of the alleged breach and the notified party has failed to cure the alleged breach within fifteen (15) days following delivery of such notice. Notwithstanding anything herein to the contrary, the Client may terminate this Agreement for convenience by providing 30-days written notice to Sportsman.

6. INTELLECTUAL PROPERTY

6.1 Sportsman agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights of Client or Client's affiliated businesses in Client's trademarks, service marks, copyrights or other intellectual property rights (the "Client Trademarks") to Sportsman, (b) ownership of all such Client Trademarks shall remain the property of Client or its affiliates, as the case may be, and (c) Sportsman will not use any Client Trademarks under any circumstances without the prior consent of Client, which consent Client may withhold in its sole and absolute discretion.

6.2 As between Sportsman and Client, Client shall have all ownership rights in all written, recorded, photographic, or visual materials, all computations, sketches, reports, test data, survey results, photographs, renderings, and other materials pertaining to the Services prepared by Sportsman produced in the performance of the Service as described in this Agreement including, without limitation, any business plans prepared by Sportsman for the benefit of Client (collectively, the "Documents and Reports"). All Documents and Reports prepared by Sportsman specifically for and relating to the Services provided to Client shall be for Client's exclusive use and re use at any time without further compensation to Sportsman. Any restrictions imposed by third parties, such as rights fees payable for use of images in photographs, etc., shall be immediately disclosed to Client. Sportsman shall retain no ownership, interest, or title in the Documents and Reports. Sportsman shall not use any Documents and Reports for marketing purposes without the prior written consent of Client, which consent may be withheld in Client's sole discretion. For the avoidance of doubt, Sportsman shall not be prohibited from providing naming rights, sponsorships and consultancy and related services to third parties.

7. CONFIDENTIAL INFORMATION

During the term of this Agreement, either Party (a "Receiving Party") may gain access or be exposed to certain confidential and proprietary information relating to the business of the other Party (the "Disclosing Party") or its affiliates. Receiving Party agrees that all such confidential and proprietary information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of the Disclosing Party, which consent may be withheld by Disclosing Party in its sole and absolute discretion. Notwithstanding anything herein to the contrary, Customer is a governmental agency govern by the laws of the State of Texas, including the Public Information Act. As such, Customer shall abide by all state laws and Attorney General Opinions, as amended, concerning the release of Public Information and information deemed public by the laws and Attorney General Opinions.

8. WAIVER

No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

9. SEVERABILITY

If any covenant, term, or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement.

10. OTHER ASSURANCES

The Parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

11. LIMITATION ON DAMAGES

Sportsman, its members, principals, directors, officers, employees, and affiliates shall not be liable to Client for any losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by Client to Sportsman for its services. In no event shall Sportsman, its members, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The provisions of this section shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the completion or termination of this engagement. CITY OF KILLEEN, its members, principals, directors, employees, and affiliates shall not be liable to Sportsman for any losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by CITY OF KILLEEN to Sportsman for its services. In no event shall CITY OF KILLEEN, its members, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The provisions of this section shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the completion or termination of this engagement.

12. SPONSORSHIP LIABILITY.

Client recognizes and agrees that there exists no pre-established market rate for sponsorship opportunities. Client agrees that Sportsman has not promised to secure a specific amount of funding or meet any client proformas. Sportsman will be under no strict timeline for its services while going to market to seek or secure sponsorship opportunities. Final terms for all sponsorship agreements for the Sports Campus shall be in the sole discretion of Sportsman, subject only to Client's rights as specifically described in this Agreement. In the event there is failure by Client to execute any marketing/advertising portion of an agreement or other complex development for which Client is responsible, Sportsman will not be liable to return any commissions or other fees to any sponsors who participated in or contributed to the project. Client will be solely responsible for returning any such funds. Except as specifically provided herein, Sportsman disclaims all liability relating to the operations of the Parks and Recreation Department of Killeen.

13. COOPERATION.

Client shall cooperate with Sportsman in connection with the performance of its services hereunder, including providing Sportsman with reasonable and timely access to Client's information, data, and personnel.

14. SURVIVAL.

All rights and obligations of the Parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

15. FORCE MAJEURE.

Sportsman shall not be liable for any delays or failures to perform its services resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, or other violence, or any law, order, or requirement of any governmental agency or authority.

16. COUNTERPARTS.

This Agreement may be executed in counterparts, or by facsimile or electronic mail (email) counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute the same Agreement.

17. CONSENT AND GOOD FAITH DEALINGS

The Parties hereby covenant, each to the other, that each will deal with the other equitably, and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder. When consent or approval is requested for any action, the party from whom approval is sought shall give full and fair consideration to the financial issues raised by the other party and shall act in a fair, timely and non-capricious manner. Unless otherwise indicated specifically in this Agreement, consent and approvals shall not be unreasonably withheld, delayed, or conditioned.

18. DELIVERABLES.

Upon termination of this Agreement, Sportsman shall deliver all records, notes, and data of any nature that are in Sportsman possession or under Sportsman's control and that are Client's property or relate to Client's business. Client will be responsible for all sponsorship fulfillment thereafter.

19. GOVERNING LAW; EXCLUSIVE JURISDICTION.

This Agreement shall be governed by, construed, and enforced in accordance with the substantive and procedure laws of the State of Texas, without regard to conflicts of law principles. The Parties consent to personal and subject matter jurisdiction to the Courts of competent jurisdiction located in Bell County.

If you agree with the details outlined in this agreement, please indicate by signing this document in the space provided below and return it to Sportsman. This Agreement represents the entire agreement between the Parties and may only be modified or amended if the amendment is made in writing and is signed by both Parties.

Exhibit A

Naming Rights, Sponsorship Consulting and Management

EXECUTIVE SUMMARY

Client seeks a third-party consultant to evaluate and secure supplemental funding and private revenue streams for City of Killeen located in Killeen, TX via Naming Rights and Sponsorships (the “City”).

Sportsman is a multidimensional service provider experienced in providing Naming Rights and Sponsorships development and acting as a consultant to serve as a catalyst in subsidizing project expenditures by way of strategically maximizing revenue associated with corporate partnerships.

Naming Rights and Sponsorships benefits packages may include, as mutually agreed by the Parties in writing, exterior and on-site exposure, media coverage, digital assets, software subscriptions, hospitality, including, without limitation, hotel packages and a host of other opportunities traditional marketing channels cannot provide, generally described in the “Evaluation”, “Platform Development” and “Sales Execution” provisions as follows:

EVALUATION

EXAMINATION OF THE LOCAL MARKET

- Assessment of the competitive landscape
- Assessment of the cooperative landscape

REVIEW OF FACILITIES

- Sportsman will analyze the Sports Campus to identify and review key assets, including any existing sold and unsold inventory (if applicable).
- Sportsman will typically separate and catalogue these assets as different key categories.
 - Naming Rights ○ Shared Sponsorship ○ Primary Partner ○ Sponsorships ○ Iconic Landmarks ○ Permanent Signage ○ Digital Signage ○ Intellectual property ○ Category Exclusivity ○ Hospitality ○ Print ○ Database marketing
 - Website Exposure

IDENTIFICATION OF NEW ASSETS

- Analyze viability of traditional inventory associated with naming rights and sponsorships.
- Creatively develop and unlock opportunities associated with non-traditional assets.
- Evaluate marketability of all assets to determine revenue potential.
- Analyze traditional and creative assets for hospitality.
- Goal is to generate significant incremental revenue.

Sportsman shall seek sponsorship opportunities for Client to provide the following described benefits:

QUANTITATIVE BENEFITS

- Website Exposure ○ Sponsor ID on official property website. Includes corporate logos, links to sponsor website, banner ads and sponsor videos. Sportsman values website exposure based on total unique visitors to a property website.
- On-Site Signage ○ Refers to sponsor ID on static signage, such as LED or video boards, wayfinding signage, banners along concourses and iconic landmarks. Sportsman values onsite signage based on quality and quantity of impressions, as well as signage location, size, and quantities.
- Activation & Promotional Opportunities – Sponsorships ○ Refers to assets that are typically used to activate a sponsorship, such as new technology, emerging media, interactive displays, product sampling, and promotional giveaways.

RATING OF QUALITATIVE BENEFITS

- **Prestige Factor-Loyalty** ○ Refers to the brand equity that the property has built up. The more prestige a property possesses, the more likely sponsors will seek to associate with it and clients will retain spending onsite.
 - Refers to the affinity that a property's audience has for the property. When a property possesses a high degree of audience loyalty, sponsors believe that loyalty will rub off on their brand through the association. When a property possesses a high degree of audience loyalty, sales generally benefit from positive interactions with Client.
- **Sponsor Protection and Ease of Activation** ○ Refers to the protection a sponsor receives against ambush marketing, the degree to which sponsor clutter is minimized at the property, and whether the sponsor enjoys category exclusivity as part of its sponsorship package. Not selling sponsor benefits á la carte, keeping the property as clean and clutter free as possible, and offering the sponsor category exclusivity constitute a high degree of protection.
 - Refers to the ease in which sponsors can promote and activate their sponsorships. For instance, a telecommunications company is presented with a natural opportunity to engage the audience and activate an arena sponsorship by providing free Wi-Fi hotspots for guests.
- **Track Record** ○ Refers to the property and/or Client's history in both fulfilling sponsors and renewing sponsorship deals. Properties that provide a high level of service and consistently overdeliver for sponsors are more likely to have higher renewal rates, therefore increasing the desirability and the value of the sponsorship.

ESTABLISHMENT OF ASSET PRICING

- Compare fair market value calculations versus "real-world" sales experience and intimacy within the market and familiarity of the business landscape.
- Review and alignment of pricing with Client's leadership team.
- Fair market value baseline for conservative and aggressive scenarios.
- Impact of negotiation on final pricing.

Include (if applicable) realistic sales projections for year 1 and beyond.

CALCULATION OF FAIR MARKET VALUE

- Measurement of quantitative benefits
- Rating of qualitative benefits
- Comparable properties
- Profile of demographic and socioeconomic indicators
- Assessment of geographic reach

PLATFORM DEVELOPMENT

BUILDING OF NAMING RIGHTS/SPONSORSHIP PLATFORMS

- Key objectives ○ Enhance the venue ○ Improve the guest/visitor experience ○ Successfully meet the objectives of the sponsor ○ Maximize sponsorship revenue/Deliver ROI to the sponsor.
- Structure ○ Discuss overall sponsorship philosophy for the property (i.e. clutter free) ○ Assessment of a multi-tiered sponsorship platform ○ Development and defining of a “Signature Partner” type concept.
- Create variety and competition free environment inside the Sports Campus
- Create new assets/new opportunities ○ Create new products and opportunities ○ Active - Interaction with Client base.

SALES EXECUTION

DEVELOPMENT OF PROSPECT DATABASE

- Develop approach strategy for incumbent corporate partners.
- Identify and tier qualified local and regional prospects.
- Assess specific sponsorship opportunities unique to the property.
- Utilize knowledge of marketing initiatives to strategically rank and tier categories and appropriate candidates.

EXECUTION OF SPONSORSHIP SALES

- Extensive prospecting and research
 - Arrange initial needs analysis meetings to gain understanding of prospect.
 - Creation of customized presentations and proposals
 - Negotiations management and contract execution
 - Provide sales pipeline reports on a mutually determined schedule
- ### **MANAGEMENT OF NEGOTIATION PROCESS**
- Follow up on all proposals to review and overcome objections Define the decision-making process and timeline.
Identify opportunities to restructure proposals as needed.
 - Once partnership is finalized, draft agreements and manage contract execution.

EXHIBIT B

SCOPE, TERMS & PROFESSIONAL FEES

SCOPE OF WORK

The purpose of this partnership is for Sportsman to reasonably determine the potential supplemental revenue City of Killeen could generate via the sale of Naming Rights & Sponsorships, and thereafter, represent the organization and its properties as an exclusive sales agent to sell such corporate partnerships accordingly.

Sportsman may, at an additional cost as mutually agreed by the Parties in writing, also seek grant opportunities or other funding mechanisms to help achieve offset of operational costs or facility expansion.

PHASE I: PLANNING

Sportsman will send Client's designated contact(s) as identified herein, via e-mail, a checklist requesting a variety of items needed to effectively gain an understanding of the current and future elements of the Sports Campus for planning purposes.

PHASE II: EVALUATION

Sportsman will work with the designated contact(s) and other agreed parties to review the checklist, tour the Sports Campus and related site(s) thoroughly, and address all other relevant topics. Client shall provide Sportsman with access to the Sports Campus for such purposes. Such correspondence will be pertinent and critical to work/timing associated with all future phases of the project. Thereafter, Sportsman will perform the services previously outlined in the "Evaluation" section of Exhibit "A".

PHASE III: SALES EXECUTION

Upon completing Phases 1-2 and providing all results to the designated contact and other agreed individuals, Sportsman shall seek and, in its discretion, secure naming rights and sponsorship sales on behalf of Client for the Sports Campus upon such terms as Sportsman determines, including the services previously detailed within the "Sales Execution" portion of this presentation, which include but aren't limited to:

Development of a prospect database

Turnkey sales execution

Management of the negotiation process

TERMS & PROFESSIONAL FEES

- Term shall commence on the date of fully executed Agreement. Sportsman Solutions will provide Phases 1-3 for the following fee.
- The Term of this Agreement shall be for one (1) year with up to two (2) additional one year renewal terms if both parties agree in writing at least ninety (90) days before the end of the initial term or first renewed term. Sportsman will have sole right to renew, renegotiate, and find a new partner for all secured deals each time the sponsorship contract is up or becomes terminated for the life of the City. The agreed upon commission below will be the same commission structure used for all renewal/renegotiation periods. Both parties have rights to a mutual-out clause where either party may terminate the agreement for any reason. Upon contract termination, all commissions contractually due under agreed payment schedule to Sportsman and all rights to renewal/renegotiation will remain due.

Tiers	Commission of Gross Revenue	Retainer
Tier 1	* 20% due to Sportsman 80% due to City of Killeen	N/A

Sportsman and Client shall each receive the agreed upon percentages based on total gross revenues received by Sportsman for any naming rights or sponsorships secured for the Campus. For purposes of this Agreement, “gross revenue” shall be calculated as gross revenue received from third parties for the sale of naming rights and sponsorship opportunities relating to the Sports Campus.

Client will have thirty (30) days to pay sportsman after receipt of sponsorship fee-payment from sponsor to client.

Client understands the obligation to share the applicable percentage of gross revenue with Sportsman as outlined herein applies to every sponsor, partner or general donor contacted, solicited, and secured by Sportsman for the Campus, including, without limitation, media opportunities and/or hospitality, prior to, during or after the term of the Agreement.

- Client understands and agrees that the obligation to share Gross revenue with Sportsman as described herein extends beyond the expiration of agreement. For example, if a 10-year/\$100,000 partner was secured by Sportsman with a payment schedule of \$10,000/year, Sportsman and Client would each receive the above-described percentage Gross revenue each year for 10-years.
- Gross revenue payments will be paid over the life of such agreements, unless otherwise indicated and mutually agreed upon (i.e., lump sum payout).
- Sportsman shall invoice Client and Client shall pay Sportsman within the agreed upon payment structure and the agreed upon commission of the value of any “in-kind” or “trade” partnerships secured by Sportsman based on the dollar value associated with the trade. All In kind trades will be first approved by designee of Client and paid to sportsman within thirty (30) days.

- Client shall pay Sportsman the applicable commission of gross revenue received for any software subscription or media revenue share that is solicited and secured by Sportsman within the applicable payment structure designed between CLIENT and Sportsman.
- Unless otherwise agreed by the Parties, Client is responsible for providing Sportsman with digital and printed materials needed to successfully execute this project as identified by Sportsman. Client represents and warrants that all materials submitted to Sportsman do not and shall not during the term of this Agreement infringe upon any third-party intellectual property rights.

Sportsman shall obtain Client's written consent prior to securing any sponsorship/naming rights with any third party that Sportsman, in its reasonable discretion, considers non-commercial, controversial, politically, or sexually oriented or generally outside of the scope of family friendly activities that the Parties anticipate will be conducted at the Sports Campus.

SUPPLEMENTAL TERMS & EXPENSES

Sportsman will be responsible for all other reasonable out-of-pocket expenses associated with the project, including prospect entertaining, , internal staff compensation, and all other customary costs, unless otherwise mutually agreed upon.

PROFESSIONAL SERVICES APPROVAL (below)

Party (client) receiving services: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Name of Designated Contact: _____

Email Address of Designated Contact: _____

Party (consultant) providing services: SPORTSMAN, L.C.

Name: Jacob Shandri _____

Title: Partner _____

Signature:  _____

Date: _____