

Legends for Youth Sponsorship Agreement

This Agreement (“AGREEMENT”) is entered into this 19th day of October, 2022 by and between MAJOR LEAGUE BASEBALL PLAYERS ALUMNI ASSOCIATION, a District of Columbia corporation with offices at 1631 Mesa Avenue, Suite D, Colorado Springs, Colorado, 80906 (“LICENSOR”), and CITY OF CHARLESTOWN INDIANA PARKS AND RECREATION, with offices at 304 Main Cross, Charlestown, Indiana 47111 (“LICENSEE” OR “SPONSOR”).

WITNESSETH:

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege and license to use the Service Marks in association with the Legends For Youth Baseball Clinic (“the Event”); and

WHEREAS, LICENSEE desires to sponsor in its name (1) **Legends For Youth** Baseball Clinic on Saturday, April 1st, 2023 from 10:00 AM to 1:00 PM at Charlestown Little League: 152 Steve Hamilton Drive, Charleston Indiana 47111.

WHEREAS, LICENSEE desires to obtain from LICENSOR a license to use the Service Marks in association with its sponsorship the Events; and

WHEREAS, both LICENSEE and LICENSOR are in agreement with respect to the terms and conditions upon which LICENSEE shall use the Service Marks;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. LICENSE GRANT

A. LICENSOR hereby grants to LICENSEE, for the Event(s) covered by this AGREEMENT as recited in Schedule A attached hereto, a non-exclusive license to use the Service Marks on or in association with the Event(s), as well as in promotional and advertising material associated there with.

B. LICENSOR hereby grants to LICENSEE, for the Event(s) covered by this AGREEMENT, the non-exclusive right and license to use the service marks as herein described. It is understood and agreed that this license shall pertain only to the Service Marks of the Event(s) and does not extend to any other mark.

C. LICENSEE may not grant any sublicenses to any third party without the prior express written consent of the LICENSOR, which consent may be withheld for any reason.

D. LICENSEE shall not make or authorize any use, direct or indirect, of the Service Marks for any purpose other than the Event(s).

2. TERM OF THE AGREEMENT

This AGREEMENT and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the date of execution by both parties and shall extend until the Event is concluded on Saturday, April 1st, 2023 at 1:00 PM and will be interpreted under

the laws of the State of Indiana.

3. OBLIGATIONS OF EACH PARTY

LICENSOR hereby agrees to:

A. Provide eight former Major League Baseball Players, and one staff member to host the **Legends For Youth** Baseball Clinic.

B. Host and conduct a 2-hour baseball clinic that will accommodate up to 200 children ranging in age from 6 to 16 years old.

C. Inform LICENSEE the confirmed players to the best of the LICENSOR's ability.

D. Pay all player honorariums to players participating in the Event(s), together with all associated travel expenses for Events player, celebrity, and staff, including but not limited to air fare, rental cars, mileage, and hotel costs.

E. Work with the facility's operations representative to coordinate the operation and logistics of the Events.

F. Provide all necessary equipment at the Events.

LICENSEE hereby agrees to:

A. Make arrangements for baseball facilities to host the Event(s).

B. Assist licensor with Event(s) implementation.

C. Market and publicize the Event(s).

D. Recruit youth participants for the Event(s).

E. Provide food and drinks for the participants at the Event(s).

4. PROMOTIONAL ITEMS

A. In addition to the other rights granted hereunder, LICENSEE shall have the right and license to use the names of all former Major League Baseball Players furnished and authorized by LICENSOR to promote the Event(s). Promotional items shall include, without limitation, print advertisements, POS material, tear pads, brochures, printed programs, radio and television advertisements, informational mailings, and other media to promote the Event(s) or mediums deemed suitable by the LICENSOR (the "Event(s) Promotional Materials").

B. LICENSOR will provide each participant in attendance with one (1) baseball for autograph session with each former Major League Baseball in attendance.

C. The phrase "**celebrities subject to change**" must appear in all of the Event(s) Promotional Materials.

D. LICENSEE shall be responsible for all design, production, and costs associated with the Events Promotional Materials used to promote the Events. All Events Promotional Materials must be approved by LICENSOR prior to use. LICENSOR shall respond to LICENSEE's request within 72 hours. If LICENSOR fails to respond within 72 hours, LICENSEE's request shall

be deemed approved.

5. LICENSOR'S RIGHT TO USE LICENSEE'S NAME AND LOGO

LICENSOR shall have the right to use LICENSEE's name and logo to promote the Event(s). LICENSOR agrees to submit all artwork and materials that incorporate LICENSEE's name and logo for approval prior to use. LICENSEE shall have the right to use LICENSOR's name and logo to promote this specific Event(s). LICENSEE and LICENSOR shall respond to request within 72 hours. If either party fails to respond within 72 hours, the request shall be deemed approved.

6. RAIN-OUT POLICY

LICENSOR and LICENSEE agree that all Events Promotional Materials must and shall include the following phrase: "In the event of inclement weather or unforeseen acts of God, the Event(s) may be rescheduled." LICENSOR will use reasonable efforts to find a suitable indoor location so that the Events will occur as scheduled.

7. PAYMENTS

A. In consideration for the licenses granted hereunder and the services to be performed, LICENSEE agrees to pay LICENSOR a Sponsorship and Licensing fee of \$3,000. Payment is due in full thirty days (30) days prior to the Event(s) noted on Schedule A.

8. WARRANTIES & OBLIGATIONS

A. LICENSOR represents and warrants that it has the right and power to grant the licenses granted herein and that there are no other agreements with any other party in conflict herewith.

B. LICENSOR further represents and warrants that the Service Marks do not infringe any valid right of any third party.

C. LICENSEE represents and warrants that it will use its best efforts to promote and sell the Event(s).

9. NOTICES & QUALITY CONTROL

A. The licenses granted hereunder are conditioned upon LICENSEE's full and complete compliance with the marking provisions of the patent, service mark and copyright laws of the United States.

B. All promotional, packaging, and advertising material relative thereto, shall include all appropriate legal notices as required by LICENSOR.

C. The Event(s) shall be of a high quality which is at least equal to comparable event(s) previously hosted by LICENSOR.

D. LICENSEE agrees to submit all artwork that incorporates the LICENSOR's name, logos, **Legends For Youth** logos, and players' names to LICENSOR for approval prior to use. LICENSOR shall respond to LICENSEE's request within 72 hours. If LICENSOR fails to respond within 72 hours, then LICENSEE's request shall be deemed approved.

10. NOTICE & PAYMENT INSTRUCTIONS

A. Any notice required to be given pursuant to this AGREEMENT shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified or registered mail, return receipt requested or delivered by a recognized national overnight courier service.

B. Payments shall be sent in the form of Check or wire transfer to LICENSOR at its address above. LICENSOR may change the address to which payment is to be sent by written notice to LICENSEE in accordance with the provisions of this paragraph.

11. PATENTS, TRADEMARKS & COPYRIGHTS

A. LICENSOR shall seek, obtain and, during the time of the Event(s), maintain in its own name and at its own expense, appropriate protection for the Service Marks.

B. It is understood and agreed that LICENSOR shall retain all right, title and interest in the Service Marks as well as any modifications made to the Service Marks by LICENSEE.

C. The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.

D. LICENSEE acknowledges LICENSOR's exclusive rights in the Service Marks and, further, acknowledges that the Service Marks are unique and original to LICENSOR and that LICENSOR is the owner thereof. LICENSEE shall not, at any time during or after the Events dispute or contest, directly or indirectly, LICENSOR's exclusive right and title to the Service Marks or the validity thereof.

E. LICENSEE acknowledges that the Service Marks have acquired secondary meaning.

F. LICENSEE agrees that its use of the Service Marks inures to the benefit of LICENSOR and that the LICENSEE shall not acquire any rights in the Service Marks.

12. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in this AGREEMENT:

A. LICENSOR's Immediate Right of Termination. LICENSOR shall have the right to immediately terminate this AGREEMENT by giving written notice to LICENSEE in the event that LICENSEE does any of the following:

- (1) Breaches any of the provisions of this AGREEMENT; or
- (2) Fails to make timely payment of the fees when due; or
- (3) Files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if the LICENSEE discontinues its business or a receiver is appointed for the LICENSEE or for LICENSEE's business and such receiver is not discharged within thirty (30) days.

(B) LICENSEE's Immediate Right of Termination. LICENSEE shall have the right to immediately terminate this AGREEMENT by giving written notice to LICENSOR in the

event that LICENSOR breaches any of the provisions of this AGREEMENT provided that LICENSOR is given a reasonable opportunity to cure such breach.

13. POST TERMINATION RIGHTS

A. Upon the expiration of this AGREEMENT, all of the rights of LICENSEE under this AGREEMENT shall terminate forthwith and revert immediately to LICENSOR, and LICENSEE shall immediately discontinue use of the Service Marks.

B. Upon termination of this AGREEMENT for any reason whatsoever, LICENSEE agrees to immediately return to LICENSOR all material relating to the Service Marks, including but not limited to all artwork, color representations, prototypes, and the like, at no cost to LICENSOR.

C. Upon the expiration or termination of this AGREEMENT, all of the rights of LICENSEE under this AGREEMENT shall forthwith terminate and immediately revert to LICENSOR and LICENSEE shall immediately discontinue all use of the Service Marks at no cost whatsoever to LICENSOR.

D. Upon termination of this AGREEMENT for any reasons whatsoever, LICENSEE agrees to immediately return to LICENSOR all material relating to the Service Marks including, but not limited to, all artwork, color separations, prototypes and the like, as well as any market studies or other tests or studies conducted by LICENSEE with respect to the Service Marks, at no cost whatsoever to LICENSOR.

14. INDEMNITY

A. LICENSEE shall indemnify and hold harmless the Major League Baseball Players Alumni Association, Major League Alumni Marketing, Inc., Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., the Office of the Commissioner of Baseball, Major League Baseball Properties (Canada), Baseball Television, Inc. (BTI) d/b/a Major League Baseball International, the American and National Leagues of Professional Baseball Clubs and their individual member clubs, and each of the respective successors and assigns, harmless from any claim, suit, damage, or expense (including reasonable attorney's fees) arising out of the distribution of any printed material by LICENSEE, that bears the licensed marks in violation of any law or regulation, and any breach of the MLBPA/MLBP AGREEMENT. LICENSOR shall promptly give notice to LICENSEE of any such claim or suit.

B. LICENSOR shall indemnify, defend, and hold harmless LICENSEE and its agents and representatives from any and all claims, assessments, losses, obligations, penalties, charges, actions, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with any claims of intellectual property infringement because of LICENSOR's use of the Service Marks.

C. The foregoing indemnities shall survive the termination of this AGREEMENT.

15. MISCELLANEOUS PROVISIONS

A. GOOD WILL. LICENSEE recognizes the value of the good will associated with the Service Marks and the Event(s) and acknowledges that the Service Marks and all rights therein including the good will pertaining thereto, belong exclusively to LICENSOR.

B. AGREEMENT BINDING ON SUCCESSORS. The provisions of this AGREEMENT shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors and assigns.

C. WAIVER. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this AGREEMENT. LICENSOR shall provide waiver for day of activities unless LICENSEE has a preferred waiver to be used.

D. SEVERABILITY. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the AGREEMENT.

E. NO JOINT VENTURE. Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership between the parties.

F. ASSIGNABILITY. The license granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless in connection with a transfer of substantially all of the assets of LICENSEE or with the consent of LICENSOR.

G. INTEGRATION. This AGREEMENT constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, including any option agreements which may have been entered into between the parties, and is intended as a final expression of their AGREEMENT. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this AGREEMENT. This AGREEMENT shall take precedence over any other documents which may be in conflict with said AGREEMENT.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

**MAJOR LEAGUE BASEBALL PLAYERS
ALUMNI ASSOCIATION**

CITY OF CHARLESTOWN PARKS & RECREATION

By: Josie Jacobson

By: _____

Print Name: Josie Jacobson

Print Name: _____

Title: Special Events Coordinator

Title: _____

Date: 10/19/2022

Date: _____

Telephone: (719) 477-1870 ext. 132

Telephone: _____

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Email: _____