

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **TOWN OF HUNTERSVILLE**, a North Carolina Municipal Corporation, (hereafter, "Town") and **NOVANT HEALTH, INC.**, a North Carolina Nonprofit Corporation (hereafter "Novant").

### WITNESSETH

**WHEREAS**, Town is currently constructing a building located at 11836 Verhoeff Road, to be known as the Huntersville Recreation Center ("Facility"); and

**WHEREAS**, Novant wishes to obtain facility sponsorship for advertising, including promotional rights, and Town wishes to have Novant as a sponsor at the Facility subject to the terms and conditions of this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter expressed, and other good and valuable consideration, and Novant is hereby designated as a Facility Sponsor on the following terms and conditions:

1. **Term.** The Term of this Agreement shall begin on August 1, 2017, and end at 12:01 a.m., on July 31, 2022, unless terminated earlier pursuant to the terms of the Agreement.
2. **Fees.** Sponsorship fees shall be paid to Town in the total amount of \$150,000.00, in equal annual payments of \$30,000.00 for a five (5) consecutive year period. Payments are due on or before August 18<sup>th</sup> of each and every year with the last and final payment due on or before August 18, 2021. Sponsorship fees received shall be placed in the Town's sponsorship revenue, and disbursed by the Town at its discretion for such purposes as facility improvements and scholarship funds for children and/or senior adults of low income families. Sponsorship fees are to be acknowledged by the Town on its website and through literature generated solely for the Facility.
3. **Signage.** Any exterior signs erected shall be in compliance with the Town of Huntersville Sign Ordinance. The installation of any approved signage shall be at the expense of Town. To the extent permitted by such Ordinance, signage on the south side of the Facility will be directly above the main entrance to the building and signage on the north side of the Facility along Verhoeff Road will be at the driveway entrance. Novant may have one (1) sign displayed within a ballfield in the Huntersville Athletic Park.
4. **Logo and advertising.** Novant company logo is to be displayed on courts within the Facility at the Town's discretion. Promotional materials for events held in the Facility, including receipts from the cashier stand within the Facility, are to include Novant's name and/or logo. Novant will receive recognition on the interior television monitors, if any, as a facility sponsor, and on the Town's website under the Sponsorship page. The Facility is hereby granted, during the term of this Agreement, a revocable, non-exclusive

sublicense to use, reproduce and display Novant's logo in advertising and promoting an event during the term of this Agreement as long as, and only if, Novant shall have approved such uses in advance. The right to use the sponsor's logo, trademarks, tradenames, servicemarks, copyrights, label designs, artwork and/or other symbols associated with Novant is non-exclusive, non-assignable and nontransferable.

5. Fixtures. Novant shall have use of one (1) bulletin board within the interior of the Facility for display and promotional purposes, which shall be coordinated with Town, and any such display shall be maintained by Novant.
6. Facility Use. Novant has the ability to offer on-site promotions during facility hours. Novant will receive one free facility usage day every quarter for promotional or for employee benefits, to be determined and scheduled with the Town. Town staff shall be on-site during usage. Access to the multi-purpose room and basketball/volleyball court(s) at a 25% discounted rate. All Town programs, and/or activities will take priority. Town's Parks and Recreation staff will work with Novant staff on mutually agreed upon dates for Facility use. Novant shall have use of storage at the Facility with a minimum of 25 square feet.
7. Healthcare Sponsors. During the terms of this Agreement, no other healthcare provider may sponsor an event held at the Facility.
8. Rights of Refusal. During the terms of this sponsorship, Novant shall have 1) right of first refusal for contract renewal for comparable sponsorship, 2) right of first refusal for future facility sponsorships within Huntersville Athletic Park, and 3) right of first refusal for athletic training by a certified athletic trainer within Facility.
9. Termination. This Agreement may be terminated by either party upon the occurrence of a material breach of this Agreement, provided that the breaching party has been given written notice of the breach and at least thirty (30) days within which to cure the breach, or at any time, without cause, upon not less than ninety (90) days prior written notice. In the event of termination for any reason, the parties hereto shall be immediately released and discharged from any further future obligations under this Agreement.
10. Notices. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered (with acknowledgement of receipt) or sent by U.S. certified mail, return receipt requested, or by a nationally recognized overnight delivery service (Fed Ex, UPS, etc.) to the following addresses:

To Town:      Town of Huntersville  
                    Attn: Gerald D. Vincent, Town Manager  
                    101 Huntersville-Concord Road  
                    Post Office Box 664  
                    Huntersville, North Carolina 28070

Copy To:      Town of Huntersville  
                 Attn: Michael Jaycocks, Director of Parks & Recreation  
                 101 Huntersville-Concord Road  
                 Post Office Box 664  
                 Huntersville, North Carolina 28070

To Novant:    Novant Health, Inc.  
                 Attn: \_\_\_\_\_  
                 \_\_\_\_\_  
                 \_\_\_\_\_

11. Event of Default. The happening of any of the following shall constitute an Event of Default on the part of Novant during the term of this Agreement: (a) failure to pay the sponsorship fees when due, which remain uncured after ten (10) days from the due date; (b) any non-monetary violation of this Agreement after thirty (30) days' notice to Novant; and (c) Novant vacates or abandons the Facility. Upon the occurrence of an Event of Default which remains uncured, Town shall have all remedies available to it, including terminating this Agreement, regaining full possession of the Facility, and maintaining an action to recover unpaid fees, or other amounts due it.
12. Governing Law. This Agreement shall be controlled and interpreted by the Laws of the State of North Carolina. The sole venue for the resolution of any dispute hereunder shall be a State or Federal court sitting in Mecklenburg County, North Carolina.

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Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**TOWN OF HUNTERSVILLE**

ATTEST:

By: \_\_\_\_\_  
Gerald D. Vincent, Town Manager

\_\_\_\_\_  
Janet Pierson, Town Clerk

(SEAL)

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT:

\_\_\_\_\_  
Jackie Huffman, Finance Director

**NOVANT HEALTH, INC.**

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

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)