

## **SPONSORSHIP/NAMING RIGHTS AGREEMENT**

This Agreement (“Agreement”) is between Romeoville Toyota, Inc., an Illinois corporation (“Sponsor”), and the Village of Romeoville (“Village”), an Illinois Home Rule Municipal Corporation.

WHEREAS, the Village conducts a substantial number of events and programs at various of its facilities and venues throughout the course of each year, and in connection therewith has the right to grant sponsorship and naming rights for such events, programs, facilities and venues; and

WHEREAS, Sponsor desires to receive naming rights from Village to permit the placement of its name and logo on the Village’s Deer Crossing Park Amphitheater (the “DCPA”), and to receive event sponsorship rights and the associated event sponsorship benefits for the Village events as more fully set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, all of which rights are sometimes hereinafter collectively referred to as the Naming/Sponsorship Rights, and individually as the Naming Rights and the Sponsorship Rights; and

WHEREAS, the Village is amenable to granting the Sponsor the Naming/Sponsorship Rights on the terms hereinafter set forth, and the Sponsor is amenable to accepting such rights upon such terms.

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration received and hereby acknowledged to be adequate, Sponsor and Village hereby agree as follows:

### **I. Naming Rights.**

A. During the term of this Agreement, Sponsor shall have the right to be the exclusive named sponsor of the DCPA, and to have its name and logo placed on the DCPA.

B. As the exclusive named sponsor of the DCPA, Sponsor has the right to refer to its DCPA sponsorship in media advertising, including but not limited to advertising on Sponsor’s website, that promotes the sale of Sponsor’s products and services. Sponsor shall have the right to use the trademarks, logos, trade name and service marks of the Village solely for purposes of referencing its DCPA exclusive naming sponsorship. No such media advertising may state or imply that the Village endorses Sponsor’s products or services.

C. Sponsor grants Village the right to use Sponsor’s trademarks, logos, trade name and service marks solely with respect to the placement of Sponsor’s logo as contemplated herein, and in identifying Sponsor as the exclusive named sponsor of the DCPA in media and online communications or advertisements placed or controlled by Village or in other Village promotional activities pertaining to the DCPA or DCPA events.

## **II. Sponsorship Rights.**

A. During the term of this Agreement, Sponsor shall have the right to be named as the exclusive sponsor of the Village event identified as exclusive sponsorship event in Exhibit A, and shall also have the right to be named as a major sponsor of all other events identified in Exhibit A. As exclusive sponsor and major sponsor of the Village events as identified in Exhibit A, Sponsor shall be entitled to the general sponsorship recognition and benefits as identified in Exhibit A, and shall additionally be entitled to the event-specific recognition and benefits as also identified in Exhibit A. Sponsor shall provide Village with its name and logo in a digital form usable by the Village for its use in preparing the various types of media recognizing Sponsor as set forth in Exhibit A. Upon its receipt of the Sponsor's name and logo, Village shall thereafter be responsible at its sole cost and expense for the preparation of the various types of media recognizing Sponsor as set forth in Exhibit A, except that Sponsor shall be responsible for preparing and delivering to Village all materials to be distributed or delivered by Village from time to time as set forth in Exhibit A.

B. As an exclusive and major event sponsor, Sponsor has the right to refer to its sponsorship in media advertising, including but not limited to advertising on Sponsor's website, that promotes the sale of Sponsor's products and services. Sponsor shall have the right to use the trademarks, logos, trade name and service marks of the Village solely for purposes of referencing its exclusive and major event sponsorship. No such media advertising may state or imply that the Village endorses Sponsor's products or services.

C. Sponsor grants Village the right to use Sponsor's trademarks, logos, trade name and service marks solely with respect to the placement of Sponsor's logo as contemplated herein, and in identifying Sponsor as an exclusive and major event sponsor in media and online communications or advertisements placed or controlled by Village or in other Village promotional activities pertaining to the sponsored events.

**III. Advertising and Promotional Policies and Standards and Approval Process.** All advertising and promotional material related to or resulting from the performance of this Agreement, including but not limited to radio and television broadcasts and print or digital media, the advertising or promotional materials to be displayed or distributed at Village events and facilities as contemplated herein and all information or material related to Sponsor products or services to be distributed at Village events or facilities as contemplated herein are subject to the reasonable prior review and approval of the Village, and the same shall be submitted for such review and approval at least thirty (30) days prior to the desired date of use. Requests for written approval of Village shall be in writing, accompanied by the material requested to be approved, and transmitted by facsimile, express mail, overnight carrier, or regular mail depending upon the expected response time by Village. Village will use reasonable efforts to notify Sponsor of its approval or disapproval within ten (10) days from the date of submission. A written response will be transmitted to Sponsor by the same means unless response by other means is specified. All requests for approval of Village shall be addressed as follows:

Dawn Caldwell, Village Manager  
Village of Romeoville, 1050 W. Romeo Road, Romeoville, IL 60446

Failure by Sponsor to obtain prior written approval before engaging in activities identified above in this Section shall be a material breach of this Agreement and shall entitle Village to cancel this Agreement.

**IV. Sponsorship Fee.** As consideration for the rights and benefits granted to Sponsor in this Agreement, Sponsor will pay Village a total Sponsorship fee of \$200,000.00. Such amount shall be paid in five equal annual installments of \$40,000.00 in cash or check made payable to the Village of Romeoville. Sponsor will be invoiced annually by the Village of Romeoville. The first such installment shall be due January 1, 2025.

**V. Costs.** Sponsor personnel will be responsible for the costs of the implementation, conduct and coordination of all permitted promotional activities at the Center under Section III of this Agreement, and for the costs of preparing and disseminating all advertising, sales, promotional, marketing or other materials or media contemplated hereunder. Village shall, pursuant and subject to Section I.A. of this Agreement, be responsible for the costs of producing and placing Sponsor's logo on an athletic field/court within the Center.

**VI. Term.** This Agreement and the rights granted Sponsor hereunder shall begin January 1, 2025, and shall terminate five (5) years thereafter. Option to Extend this Term Agreement. Thomas Motors of Joliet, Inc. shall have the right to renew/extend this agreement for one (1) 5year period subject to the terms and conditions set forth in this agreement

**VII. Indemnification and Insurance.**

A. During the Term of this Agreement, Sponsor shall obtain and maintain in force a policy or policies of insurance, issued by an insurer authorized to do business in the State of Illinois and naming Village as an additional insured, that provides coverage of at least One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence for the injury or death of any person and One Hundred Thousand Dollars (\$100,000.00) for damage to property that results directly or indirectly from any act or omission of Sponsor's officers, employees, agents, or contractors during the time or times that they are on property or in facilities of Village for the purpose of engaging in or in preparation for engaging in any activity or purpose authorized by this Agreement. For clarity and the avoidance of doubt, Sponsor may satisfy the requirements of this Section VII.A. by providing Village with a certificate of insurance evidencing that Village has been named as additional insured by written endorsement to an existing insurance policy maintained by Sponsor that satisfies the requirements set forth above in this Section VII.A.

B. Sponsor will indemnify, defend and hold harmless Village and the officers, employees, and contractors of each from all claims, damages, causes of action, and judgments for the injury or death of any person or damage to property that directly or indirectly result from (i) the acts or omissions of Sponsor, its officers, employees, agents, or contractors while engaged in any activity or in preparation for engaging in any activity authorized by this Agreement, (ii) a breach or default by Sponsor of the representations, warranties or other obligations contained herein and/or (iii) any advertisement or other communication prepared by the Sponsor, including without limitation, any claims or liabilities for libel, slander, illegal or unfair competition or

trade practices; infringement of trademarks, trade names or logos of third parties or Village (other than Village Marks as authorized in this Agreement); violations of rights of privacy, publicity, infringements of copyrights or music performance rights and/or other proprietary rights; or advertisements which are otherwise contrary to law.

C. **Survival.** The provisions of Section VII.B. shall survive any cancellation or termination of this Agreement.

**VIII. No Joint Venture.** This Agreement does not constitute and shall not be construed as constituting a partnership, agency, employee/employer relationship or joint venture between Sponsor and Village. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.

**IX. Marks.** Sponsor shall retain all right, title and interest in Sponsor's name and its related marks and logos, but Village shall be permitted to use the same as provided in this Agreement. Village shall retain all rights in its name, trademarks, and logos, but Sponsor shall be permitted to use the same for purposes consistent with this Agreement. This Agreement shall not be construed to give either party the right to use the marks, names, logos or other intellectual property of the other party after expiration of the term hereof.

**X. Termination and Cancellation.**

A. Each party may terminate this Agreement, effective upon delivery of a termination notice, without prejudice to any other legal or equitable rights to which such terminating party may be entitled, if (i) the other party materially defaults in the performance of this Agreement, which default is not cured to the satisfaction of the non-defaulting party within thirty (30) days following written notice of such default to the defaulting party or, to the extent not curable within such thirty (30) day time period, attempted to be cured with such thirty (30) day period and thereafter pursued diligently until cured to the satisfaction of the non-defaulting party within a reasonable time period; or (ii) any of the representations or warranties made by the other party in this Agreement shall prove to be untrue or inaccurate in any material respect. In addition, if Sponsor ceases doing business in the Village, any remaining annual installments of the sponsorship fees contemplated by Section IV of this Agreement shall become due and payable to the Village, and shall be paid to the Village within thirty (30) days of Sponsor's cessation of business within the Village, and this Agreement shall likewise be terminated as of Sponsor's cessation of business within the Village, except for the aforementioned obligation to pay the remaining annual installments of sponsorship fees, and except as set forth in Section VII.C of this Agreement.

B. Termination of this Agreement for any reason provided in this Agreement shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

**XI. General.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter and shall supersede any and all other agreements, oral or written, between the parties. Any amendment or modification of this Agreement must be in writing and signed by an authorized representative of each party.

B. Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected.

C. Subject to Laws, Regulations and Rules. This Agreement is subject to all federal, state and municipal laws and regulations now in force, or which may be enacted in the future, including all applicable ordinances and resolutions of Village.

D. Assignment and Waiver. This Agreement, including the rights under it, may not be assigned or transferred; provided that upon the sale of Sponsor's business located in the Village, Sponsor may assign this Agreement to any party purchasing Sponsor's business. Failure of either party to enforce any provision herein shall not be constructed as a general relinquishment or waiver as to that or any other provision.

E. The validity, interpretation, performance, and enforcement of this Agreement will be governed by the laws of the State of Illinois, excluding the conflicts of laws provisions thereof.

**In Witness whereof, the parties have executed this Agreement as of \_\_\_\_\_, 2024, the date of the approval of the same by the Corporate Authorities of the Village.**

**SPONSOR**

**Thomas Motors of Joliet, Inc., an Illinois corporation**

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

Its \_\_\_\_\_

**VILLAGE**

**Village of Romeoville, an Illinois Municipal Corporation**

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

**John D. Noak, Mayor**

Attest: \_\_\_\_\_

**Dr. Bernice Holloway, Clerk**

