

SPONSORSHIP/NAMING RIGHTS AGREEMENT

Thomas Motor of Detroit,



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, Village desires to grant and 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, which is attached to and included in this Agreement.

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. Sponsor shall provide the Village with its name and logo in a form that can be used to create name and logo signage for the DCPA. The Village has the right to reasonably approve the size, location and design of the name and logo signage. The Village will arrange for the construction of the name and logo signage and the installation of the name and logo signage. When the installation of the name and logo signage is complete, Sponsor will reimburse the Village for the cost of constructing the signage. Village will be responsible for the installation cost.

B. As the exclusive named sponsor of the DCPA, Sponsor has the right to refer to its DCPA sponsorship in media advertising. Sponsor shall have the right to use the trademarks, logos, trade name and service marks of the Village only to refer to 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 only with respect to the placement of Sponsor's name and logo signage, and in identifying Sponsor as the exclusive named sponsor of the DCPA in any Village communications. Sponsor has the right to grant the right to use these names, marks and logos to the Village.

II. Sponsorship Rights.

A. During the term of this Agreement, Sponsor shall have the exclusive and major sponsorship rights and benefits listed 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. Village shall prepare this media at its cost, except that any materials that Sponsor desires to have Village distribute at events shall be provided to Village by Sponsor at Sponsor's cost.

B. As an exclusive and major event sponsor, Sponsor has the right to refer to its sponsorship in media advertising. Sponsor shall have the right to use the trademarks, logos, trade name and service marks of the Village only to refer to 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 any Village communications.

III. Advertising and Promotional Policies and Standards and Approval Process. Village reserves the right to reasonably approve Sponsor's advertising and promotional material referring to Sponsor's DCPA or exclusive/major event sponsorship, within a reasonable time before Sponsor's use or circulation of this advertising or promotional material. Sponsor shall request such approval from the Village before using or circulating advertising or promotional material mentioning the sponsorships under this Agreement. All approval requests shall be sent by email to the attention of Dawn Caldwell, Assistant Village Manager, at dcaldwell@romeoville.org.

IV. Sponsorship Fee. Sponsor will pay Village a total Sponsorship fee of \$175,000.00. Such amount shall be paid in equal annual payments of \$35,000.00 in cash or check made payable to the Village of Romeoville and delivered to the attention of Dawn Caldwell, Assistant Village Manager at Village Hall, 1050 W. Romeo Road, Romeoville, IL 60446. The first payment shall be due on the date Village installs Sponsor's name and logo signage on the DCPA, and later payments shall be due on or before each anniversary of that date.

V. Term. This Agreement and the rights granted Sponsor hereunder shall begin upon the installation of the name and logo signage on the DCPA, and shall terminate five (5) years thereafter.

VI. Indemnification and Insurance.

A. During the Term of this Agreement, Sponsor shall obtain and maintain in force an insurance policy that names Village as an additional insured, that provides coverage of at least \$1,000,000.00 per person and \$1,000,000.00 per occurrence for the injury or death of any

person and \$100,000.00 for damage to property that results 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 any activity or purpose authorized by this Agreement.

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 result from (i) the acts or omissions of Sponsor, its officers, employees, agents, or contractors while taking actions required or permitted by this Agreement, (ii) a breach by Sponsor of the terms of this Agreement or (iii) any advertisement or other communication prepared or circulated by the Sponsor. This obligation survives the termination or expiration of this Agreement.

This Agreement has been signed by Sponsor and Village as of 6.17.2018, 2018.

SPONSOR

Thomas *Mitros of Joliet,*
Romeoville Toyota, Inc., an
Illinois corporation

By: _____

Its _____

VILLAGE

Village of Romeoville, an Illinois Municipal Corporation

By: _____
John D. Noak, Mayor

Attest: _____
Dr. Bernice Holloway, Clerk

EXHIBIT A—Sponsorship Rights and Benefits

Exclusive Sponsorship Events

Sponsor shall, during the term of the Agreement, be the named as exclusive sponsor of the following identified Village events:

- Rockin the Ville Concerts and Sunday Symphony
- Route 66 Car Shows
- RomeoFest Main Stage

Major Sponsorship Events

Romeoville Toyota is not to be considered an exclusive sponsor on the following events. Romeoville Toyota shall, during the term of the Agreement, be named as a major sponsor of the following identified Village events. As a major sponsor of the identified events, Romeoville Toyota shall have the right to be identified as such and to the other benefits listed in this Exhibit A. However, the Romeoville Toyota's status as a major sponsor shall not preclude or restrict the Village from recognizing other entities as major sponsors of the events identified below or other Village events, on such terms as the Village and such other entities shall mutually determine.

- Daddy Daughter Ball
- Craft Shows
- Pizza with Peter and Egg Hunt
- Romeoville's Trivia Challenge
- Mom & Son Night Out
- Park Parties & Community Day of Play
- Movie Under the Stars
- Independence Day & Memorial Day Fireworks
- Food Fest 1 Mile Race
- Halloween Fest
- Costume & Cocktails

- Winter Wonderland

General Sponsorship Rights and Benefits

Sponsor shall be entitled to general sponsorship recognition as set forth below:

- Custom Thank You in all 3 seasonal brochures annually
- Opportunity to showcase a Toyota vehicle at all events held on Village property (and Memorial Day Fireworks at Mistwood Golf Club – subject to approval from Mistwood Golf Club)
- Scrolling advertisement on Recreation Center full-color digital marquee identifying Sponsor as All Event Sponsor with logo
- Designated distribution area at the Recreation Center for 8.5” x 11” flyers/ads
- Banner displayed in the Recreation Center gymnasium (8’ X 8’)
- Logo branded sponsorship on all event flyers, posters and advertisements

Event Specific Sponsorship Rights and Benefits

Sponsor shall be entitled to recognition at the following events and to receive sponsorship benefits at the following events, as set forth below:

RomeoFest

- Mayor’s Appreciation Reception (5 tickets) (tickets are limited and first come, first serve)
- Website Banner
- VIP Parking Passes (2)
- Wristbands for unlimited carnival rides for all four days of RomeoFest (3)
- Special distribution of marketing material (marketing material to be provided by Sponsor)
- Social media featured posts
- Marketing table during RomeoFest (Includes 10’x10’ tent, table, & two chairs)
- Company commercial announced periodically throughout RomeoFest
- Company name/logo on VOR-TV RomeoFest commercial on Public TV
- Company logo on banner (provided by Romeoville Recreation Department)
- Company name/logo & link on Village of Romeoville E-news
- Company Name/Logo on RomeoFest schedule
- Company logo in community advertising

- Company listed in Fall Brochure (distributed to all Romeoville Residents)
- Sponsor Recognition Certificate

Daddy-Daughter Ball and Mom and Son Night Out

- Distribution of materials in participant bags
- Logo on signage at the event (signage provided by the Romeoville Recreation Department)
- Logo "Thank You" ad printed in brochure distributed to 14,000 residents
- Promotion in e-news blast to over 6,500 residents
- Promotion on social media outlets & pre/post event press releases to local media
- Commercial announcements during the event

Autumn Colors Craft Show and Springtide Craft Show

- Distribution of marketing materials in participant bags (marketing materials to be provided by Sponsor)
- Logo on signage at the event (signage to be provided by the Romeoville Recreation Department)
- Logo "Thank You" ad printed in brochure distributed to 14,000 residents
- Promotion in e-news blast to over 6,500 residents
- Promotion on social media outlets & pre/post event press releases to local media
- Commercial announcements during the event

Pizza with Peter and Egg Hunt

- Marketing table at the event
- Distribution of marketing materials in participant bags (marketing materials to be provided by Sponsor)
- Logo on banner/signage at the event (signage to be provided by the Romeoville Recreation Department)
- Name/logo printed in brochure distributed to 14,000 residents
- Promotion in e-news blast to over 6,500 residents
- Promotion on social media outlets & pre/post event press releases to local media
- Commercial announcements during the event

Romeoville's Trivia Challenge and Costume and Cocktails

- Marketing table at the event
- Logo on banner/signage at the event
- Name/logo printed in brochure distributed to 14,000 residents
- Promotion in e-news blast to over 6,500 residents
- Promotion on social media outlets & pre/post event press releases to local media
- Commercial announcements during the event

Park Parties and Community Day of Play

- Special sponsor-only e-blast to our special event e-mail list
- Logo on banner/signage at the event (signage to be provided by the Romeoville Recreation Department)
- Name/logo printed in brochure distributed to 14,000 residents
- Promotion in e-news blast to over 6,500 residents
- Promotion on social media outlets & pre/post event press releases to local media
- Commercial announcements during the event
- Marketing table at the event

Rockin' the Ville concerts and Sunday Symphony

- Meet-n-Greet Sponsor's choice of band backstage
- VIP seating section (must be arranged 1 week prior to each concert)
- Marketing table at the events
- Logo on banner/signage at the events
- Name/logo printed in brochure distributed to 14,000 residents
- Promotion in e-news blast
- Promotion on social media outlets & pre/post event press releases to local media
- Commercial announcements during the event

Route 66 Car Shows

- Marketing table at event
- Logo on banner/signage at the event (signage to be provided by the Romeoville Recreation Department)
- Name/logo printed in brochure distributed to 14,000 residents
- Promotion in e-news blast to over 6,500 residents
- Promotion on social media outlets & pre/post event press releases to local media
- Commercial announcements during the event

Movie Under the Stars

- Marketing table at event
- Logo on banner/signage at the event (signage provided by the Romeoville Recreation Department)
- Name/logo printed in brochure distributed to 14,000 residents
- Promotion in e-news blast to over 6,500 residents
- Promotion on social media outlets & pre/post event press releases to local media
- Commercial announcements during the event

Independence Day and Memorial Day fireworks

- Logo printed on Independence Day event giveaways (giveaway items to be provided by Village and will be ordered in advance; Sponsor to inquire with Village concerning deadlines for logo printing on items)
- Marketing table at the event (Independence Day only)
- Logo on banner/signage at each event
- Promotion in e-news blast to over 6,500 residents
- Name/logo printed in brochure distributed to 14,000 residents
- Promotion on social media outlets & pre/post event press releases to local media
- Commercial announcements during the Independence Day celebration

Food Fest 1 Mile Race

- Free race entries (4)
- Logo on banner at the event (signage to be provided by the Romeoville Recreation Department)
- Marketing table at the event (applies to Thursday night only)
- Logo printed on event t-shirt (Event shirts will be ordered in advance; Sponsor to inquire for deadlines)
- Commercial announcements during the event
- Distribution of marketing materials in participant bags (Sponsor to provide marketing materials)
- Name/logo printed in brochure distributed to 14,000 residents
- Promotion in e-news blast to over 6,500 residents
- Promotion on social media outlets & pre/post event press releases to local media

Halloween Fest

- Trick-or-Treat Trail table
- Logo on banner/signage at the event (signage to be provided by Romeoville Recreation Department)
- Name/logo printed in brochure distributed to 14,000 residents
- Promotion in e-news blast to over 6,500 residents
- Promotion on social media outlets & pre/post event press releases to local media
- Commercial announcements during the event

Winter Wonderland

- Logo on banner/signage at the event (signage to be provided by Romeoville Recreation Department)
- Distribution of marketing materials in participant bags (marketing materials to be provided by Sponsor)
- Marketing table at the event
- Name/logo printed in brochure distributed to 14,000 residents
- Promotion in e-news blast to over 6,500 residents
- Promotion on social media outlets & pre/post event press releases to local media
- Commercial announcements during the event

To facilitate event set-up, Sponsor shall notify Village at least 30 days in advance of its intention to use marketing tables at any event where a marketing table will be made available to Sponsor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Zurich - Account Service Center
7045 College Blvd.
Overland Park, KS 66211
Fax: 888-734-6776 Ph: 877-225-5276

CONTACT NAME: Zurich - Account Service Center

PHONE
(A/C No. EXT): 877-225-5276

FAX
(A/C No): 888-734-6776

E-MAIL ADDRESS: service.center@zurichna.com

INSURED M021059300
THOMAS MOTORS OF JOLIET INC.
684 S. WEBER ROAD
ROMEOLVILLE, IL 60446

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Company

16535

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ADP0741282-00	10/01/2017	10/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$N/A MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$N/A
<input checked="" type="checkbox"/> A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ADP 0741282-00	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/> A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	AUC 0289618-00	10/01/2017	10/01/2018	EACH OCCURRENCE \$25,000,000 AGGREGATE \$75,000,000 PRODUCTS-COMP/OP AGG \$75,000,000
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE -EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<input checked="" type="checkbox"/> A	<input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ADP0741282-00	10/01/2017	10/01/2018	OTHER THAN AUTO ONLY EACH ACC: \$1,000,000
<input checked="" type="checkbox"/> A	Garagekeepers - Legal Liability	<input type="checkbox"/>	<input type="checkbox"/>	ADP0741282-00	10/01/2017	10/01/2018	Total Policy Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reason for Certificate: Event

30 Day notice of cancellation applies, except for cancellation due to non payment of premium.

See Additional Remarks Schedule Attached

CERTIFICATE HOLDER

VILLAGE OF ROMEOLVILLE
1050 W ROMEO ROAD
ROMEOLVILLE, IL 60446

Attn:
Fax:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark G. Komper

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL REMARKS SCHEDULE

AGENCY Zurich - Account Service Center		NAMED INSURED THOMAS MOTORS OF JOLIET INC. 684 S. WEBER ROAD ROMEONVILLE, IL 60446	
POLICY NUMBER ADP0741282-00			
CARRIER Zurich American Insurance Company	NAIC CODE 16535	EFFECTIVE DATE: 10/01/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is named as an Additional Insured.
ENDORSEMENT CA 20 48 APPLIES

name Village of Romeoville as additional insured and provide coverage for damage to property that results from any act or omission of Sponsors officers, employees, agents, or contractors during the time or times they are on property or in facilities of Village for any activity or purpose authorized by this agreement.

Products - Completed Operations Aggregate of \$3,000,000 applies to the Garage Liability.