



Naming Rights Sponsorship – Sales Representation Agreement between Prime Advertising & Design, Inc., and the Maple Grove Parks and Recreation Board

This agreement made and entered into on March 17th, 2022, between PRIME ADVERTISING & DESIGN, INC., a Minnesota corporation doing business at 6450 Wedgwood Road North, Suite 100, Maple Grove, Minnesota, 55311 (“PRIME”), and the MAPLE GROVE PARKS & RECREATION BOARD, an appointed board of the City of Maple Grove authorized by Maple Grove City Code §22-31 and Minn. Stat. §512.501 (“BOARD”).

The parties wish to reduce to writing the terms and conditions of a general agreement for mutual benefit. Based upon mutual considerations contained herein, the parties agree as follows:

Naming Rights Sponsorship Sales Representation: PRIME has the right and shall be solely responsible for and may sell Naming Rights Sponsorships on such terms, conditions and at such prices as determined by and approved by both PRIME and the BOARD. PRIME and the BOARD reserve the right to adjust pricing with mutual consent, as necessary. In its agreements with sponsors, the agreements shall indemnify and hold harmless the BOARD for all claims of any kind or nature arising out of the sponsorship content as shall the BOARD indemnify and hold harmless PRIME for all claims of any kind or nature arising out of the sponsorship content (see Exhibit A).

Production: PRIME shall be responsible, subject to this agreement, for all coordination aspects relating to the production of applicable display advertisements associated with Naming Rights Sponsorship packages sold, including design, layout, and vendor coordination for printing and post-production of sponsorship assets. The Sponsor shall be responsible for the vendor costs to produce and install all applicable display advertisements associated with Naming Rights Sponsorship packages.

Independent Contractor: It is understood and agreed that PRIME is an independent contractor and is not an employee of MAPLE GROVE PARKS & RECREATION BOARD (BOARD). As such, PRIME agrees to indemnify, save, and hold harmless the BOARD from all claims which may arise out of PRIME’s performance of this contract. In turn, the BOARD agrees to indemnify, save, and hold harmless PRIME from all claims which may arise out of the BOARD’s performance of this contract.

Term: The term of this agreement will be as follows:

- Sales Representation: Commencing with the execution of this agreement, the earlier of twelve (12) months or until all Naming Rights Sponsorships are sold, contracts executed, and production of all display advertisements associated with the sponsorship are complete.

Compensation for Services: The BOARD agrees to compensate PRIME as follows:

- Naming Rights Sponsorship Sales: \$3,000 per month plus a 10% Commission on the lifetime value of sold Naming Rights Sponsorship packages with a total compensation under this agreement (monthly fee plus commission) not to exceed \$125,000.

Termination: Both parties reserve the right to terminate this agreement with a ninety-day notice. Termination shall be effective ninety days after the BOARD gives notice in writing to PRIME. PRIME may terminate this agreement upon giving ninety days written notice to the BOARD. In any case, all Naming Rights Sponsorship agreements sold must be fulfilled to term.

In witness whereof, the parties hereto have entered into this agreement as of the day and year first above written and recorded below:

MAPLE GROVE PARKS & RECREATION BOARD
City/Organization

PRIME ADVERTISING & DESIGN, INC.
Contractor

By _____

By _____

Its _____

President/CEO
Its _____

Printed Name _____

Mark J. Murray
Printed Name _____

Date _____

Date _____