



MGCC Ice Arena East & West Rinks – Sales Representation Agreement between Prime Advertising & Design, Inc., and the Maple Grove Parks and Recreation Board

This agreement made and entered into on March __, 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:

MGCC East & West Rink Sales Representation: PRIME has the right and shall be solely responsible for and may sell Ice Arena Advertising Wallscape, Dasher Board, Zamboni and In-Ice Logo Sponsorships for the East & West Rinks at the Maple Grove Community Center 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 aspects of production of the advertisements including, but not limited to, design, layout, printing, and post-production of sponsorship assets. The BOARD/MGCC Ice Arena shall be responsible to install and maintain the advertisement within a reasonable timeline and shall have the final authority to approve all design graphics before placement. The BOARD/MGCC Ice Arena shall notify PRIME when an advertisement is damaged, and the BOARD/Ice Arena will be responsible for the replacement cost.

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 for five years, renewing for subsequent five-year terms unless amended with new contract terms agreed upon and executed by both parties, or otherwise terminated under provisions provided in the section below.

Revenue Share: The BOARD agrees sponsorship revenue generated by PRIME will be shared 50/50 per year (see Exhibit B2). For the purposes of this agreement, sponsorship revenue shall mean all monies received not including graphic design, production, shipping, or sales tax. PRIME will handle all accounting functions. Revenue share payments and reporting for an individual advertisement sale will be paid for in 12 increments starting the second month after the sale date. For example, the revenue share payment for an advertisement sold in January 2022 will be paid in 12 equal installments beginning March 2022 and ending February 2023. No monies will be paid on invoices that have been submitted for collection services. PRIME will make its financial records for PRIME's sponsorship services available as requested and as it pertains to this agreement to staff or designated accountant(s) or auditor(s) as requested in writing.

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 Advertising 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
By
Its
Printed Name
Date

PRIME ADVERTISING & DESIGN, INC.
Contractor
By
President/CEO
Its
Mark J. Murray
Printed Name
Date

