

## Sponsorship Agreement Between Maple Grove Parks and Recreation Board and Lookout Bar & Grill

THIS SPONSORSHIP AGREEMENT (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2022 (“**Effective Date**”), by and between the Maple Grove Parks and Recreation Board, an appointed board of the City of Maple Grove authorized by Maple Grove City Code §22-31 and Minn. Stat. §412.501 (“**Board**”), and Lookout Bar & Grill (“**Holder**”; Board and Holder collectively “**Parties**” and sometimes individually “**Party**”).

### RECITALS

WHEREAS, pursuant to Minn. Stat. §412.511 and City of Maple Grove Code §22-38, the Board has full, absolute, and exclusive control over all property set aside for park purposes; and

WHEREAS, including, but not limited to, the Maple Grove Community Center located at 12951 Weaver Lake Road, Maple Grove, MN 55369 (the “**Community Center**”) the Community Center is property set aside for park purposes; and

WHEREAS, Holder has made a commitment to provide a sponsorship to the Board in the amount of \$125,000.00 payable as provided for in this Agreement; and

WHEREAS, the Parties desire that Holder’s donation to Board be recognized by the grant to Holder of the right to associate Holder’s name or logo with the operations of the Ice Arena of the Community Center (the “**Ice Arena**”). The Ice Arena consists of the East Ice Arena (“**East Rink**”) and West Ice Arena (“**West Rink**”).

NOW THEREFORE, in consideration of the premises and mutual agreement set forth in this Agreement, the Parties agree as follows:

1. **Sponsorship.** Holder agrees to pay the unrestricted sponsorship amount of \$125,000.00 to the Board as follows (“**Sponsorship**”):
  - a. Holder shall, on or before the Effective Date, pay an initial payment of \$25,000.00 to the Board.
  - b. Thereafter, Holder shall provide eight (8) equal installment payments of \$12,500.00 each over the Term, with the first installment payment being due to the Board on or before June 1, 2023 and subsequent installment payments to be made to the Board by each successive June 1.
2. **Grant of Right to Name.** As recognition for the Sponsorship, the Board grants to Holder a license for the right to designate and use the name “Lookout Bar & Grill” and its logo (collectively, the “**Name**”) on and with respect to the Ice Arena as follows and subject to the terms and conditions of this Agreement:

- a. The Holder will have the naming rights for the East Rink viewing area;
  - b. A digital add at the East Rink;
  - c. The East Rink Dasher Board add;
  - d. Lobby Digital Screen acknowledgment;
  - e. Sponsor Rack Display;
  - f. Community Center website sponsor/donor page;
  - g. Board intends to renovate the East Rink Loft area with paint, new furniture, curtain, and an advertising television. Holder will be allowed to advertise on the advertising television;
  - h. Community Center press release and coverage on CCX media; and
  - i. Official Maple Grove Osseo Community Resources and Resident’s Guide sponsor logo highlight.
3. **Board Approval.** Holder shall follow the direction of the Board or its designee with regard to the design, layout, and location of the Name in the areas listed in Section 2 above.
4. **Other Holder Rights and Responsibilities.**
- a. Holder will be allowed to serve food under a valid caterer’s license at Maple Grove High School ticketed games in the East Rink Loft area under separate agreement with the Board.
  - b. Holder shall be responsible for the costs associated with producing and installing approved displays.
5. **Term.** The rights granted to Holder hereunder shall commence on the Effective Date and, unless earlier terminated as provided for herein, shall terminate on May 31, 2032.
6. **Board’s Right to Substitute Name Location.** In the event Board or the City of Maple Grove (“City”) desires to remodel, enlarge, decrease, reconfigure, or modify in any manner the Ice Arena or the Community Center or any part thereof, Holder’s rights hereunder are subject to the Board’s right to select an alternative or substitute location for the designation and use of the Name (“**Substitute Location**”). In the event Holder does not approve the Substitute Location, the Holder may terminate this Agreement and will not be responsible for any further payments to the Board.

7. **Default; Termination.**

- a. In the event a Party is in default of the terms herein, the non-defaulting Party may deliver a Notice of default to the defaulting Party. If the defaulting Party fails to cure the default (i) within 30 days for receipt of the Notice or (ii) a period that is beyond 30 days to the actual date the default can reasonably be cured (if the defaulting Party has commenced the cure within the 30-day period, such cure reasonably will take more than 30 days, and the defaulting Party is diligently pursuing the cure), then the non-defaulting Party may send a subsequent Notice terminating this Agreement.
- b. In the event of uncured default by Holder and termination the Board, any amount due and owner hereunder shall be accelerated and be immediately due and payable.
- c. In addition to any other remedies available hereunder, the non-defaulting Party will be entitled to the remedy of specific performance, temporary or permanent injunction or other equitable relief as a remedy for any breach or threatened breach of the provisions of this Agreement. Neither Party herein shall be liable to the other for any indirect, consequential, incidental loss of profits or like expectancy damages arising out of this Agreement.
- d. In the event the City Council determines that the Community Center should be razed, in whole or in part prior to the end of the Term, this Agreement will terminate as of the date of such decision and the obligations of both Parties, including Holder's obligation to make future payments, will end.

8. **Holder Name Change.** In the event the Holder changes its name, the Holder shall have the right to modify, during the term of this Agreement and at the sole expense of the Holder, the Name at the areas set forth in Section 2 above, subject to the review and approval of the Board.

9. **Representations and Indemnification.**

- a. *Representation.* Holder represents and warrants to Board that it owns and has the right to use in the manner described herein the Name and that the use contemplated by this Agreement does not infringe upon any other entity or person's name, logo, trade name, trademark, or service mark.
- b. *Indemnification.* Holder shall defend (or, at the option of Board, the Board may defend at Holder's reasonable expense), indemnify and hold harmless the Board and the City, and their respective elected officials, officers, employees and agents from all claims, demands, suits, actions, proceedings, losses, fines, expenses, costs, and damages of every kind and description including reasonable attorney's fees and litigation expenses that may be brought or made against or incurred by

Board and the City, and their respective elected officials, officers, employees and agents arising out of or related to the use of Holder's name or logo pursuant to this Agreement including but not limited to the infringement of the rights of any other person with respect thereto.

10. **Grant of Licenses.** Holder hereby grants to Board a royalty free, worldwide license to use the Name in connection with: (a) the operation of the Community Center; (b) the provision of services offered in the Community Center; and (c) advertisements for the promotion of the Community Center, the services provided, and the events conducted therein.

11. **Miscellaneous.**

a. *Modifications.* This Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written understandings or agreements relative to the subjects of this Agreement. This Agreement may be amended only by written instrument signed on behalf of Holder and Board by persons duly authorized to do so.

b. *Assignability.* The terms and conditions of this Agreement may not be assigned from the Holder to any other party without the written consent of the Board.

c. *Governing Law; Venue.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota. Any action or proceeding in any way arising out of or related to this Agreement shall be litigated, if at all, in a state or federal court located in Hennepin County, Minnesota.

d. *Nature of Relationship.* It is understood that this is an agreement between independent contractors and that neither Party is in any way an agent or employee of the other Party.

e. *Data Practices Act.* The Holder shall at all times abide by the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, *et seq.*, to the extent that the Act is applicable to data and documents in the possession of the Holder.

f. *Time Is of the Essence.* Time is of the essence in the performance of the terms and obligations of this Agreement.

e. *Notices.* All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) when received or rejected by the addressee if sent by United States Postal Service (receipt requested). Notices must be sent to the respective parties at the following

addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section):

If to Board: Maple Grove Parks and Recreation Board  
Attn: Board Director  
12951 Weaver Lake Rd  
Maple Grove, MN 55369

With a copy to: Hoff Barry, P.A.  
Attn: Scott B. Landsman  
Suite 200  
100 Prairie Center Drive  
Eden Prairie, MN 55344

If to Holder: Lookout Bar & Grill  
Attn: Mike Kinnan  
8672 Pineview Lane N  
Maple Grove MN 55369

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IN WITNESS WHEREOF, the Parties have set forth their hands as of the Effective Date.

**LOOKOUT BAR & GRILL**

Dated: \_\_\_\_\_, 2022.

\_\_\_\_\_  
By: Mike Kinnan  
Its: Owner

**MAPLE GROVE PARKS AND RECREATION BOARD**

Dated: \_\_\_\_\_, 2022.

\_\_\_\_\_  
By: William C. Lewis  
Its: Chair

Dated: \_\_\_\_\_, 2022.

\_\_\_\_\_  
By: Chuck Stifter  
Its: Director