

**SPONSORSHIP AGREEMENT**

THIS SPONSORSHIP AGREEMENT (this "Agreement"), dated as of April 29, 2024, is between City of Indianapolis ("Sponsor"), with its principal place of business at 200 East Washington Street, Indianapolis, Indiana, 46204, and Indianapolis Colts, Inc. ("Club"), a Delaware corporation with its principal place of business at 7001 W. 56<sup>th</sup> Street, Indianapolis, Indiana 46254.

WHEREAS, Club is a member team of the National Football League (the "NFL");

WHEREAS, Club desires to provide to Sponsor the sponsorship benefits described in this Agreement and Sponsor desires to receive such sponsorship benefits from Club, all upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and representations contained in this Agreement, Club and Sponsor agree as follows:

**1. SPONSORSHIP TERM**

**A. Term of this Agreement.**

The rights and obligations of the parties created hereunder shall begin on the date of this Agreement, and, unless otherwise excused by another provision in this Agreement, shall end on March 31, 2027. This period of time is sometimes called the "Term" in this Agreement.

The Term shall include the 2024 NFL season, 2025 NFL season, and the 2026 NFL season, (each a "Covered NFL Season" and collectively the "Covered NFL Seasons").

**2. PAYMENT BY SPONSOR**

**A. Cash Amount and Payment Schedule.**

Sponsor shall make payment to Club in immediately available funds in the total amount of \$191,016, NET of agency commissions, if any, in the following installments, which is likewise set forth in Attachment B, Pricing:

<u>Covered NFL Season</u>	<u>Installment Amount</u>	<u>Installment Due Date</u>
2024	\$30,000	July 1, 2024
\$60,000 total	\$30,000	September 1, 2024
2025	\$31,800	July 1, 2025
\$63,600 total	\$31,800	September 1, 2025
2026	\$33,708	July 1, 2026
\$67,416 total	\$33,708	September 1, 2026

B. Consequences of Late Payment.

If Sponsor has not paid the full amount of any payment to Club within 120 days of its due date, Sponsor shall have materially breached this Agreement.

3. **SPONSORSHIP BENEFITS**

For each Covered NFL Season and upon the terms and subject to the conditions set forth herein, Club shall provide to Sponsor the benefits described below. Before Club will be able to provide some of these benefits, however, Sponsor must provide certain advertising materials and other information to Club. Therefore, Sponsor acknowledges that it has had the opportunity to read, and shall comply with, the Creative Materials set forth in Exhibit A, which is attached to and made a part of this Agreement.

**Sponsor shall not sell, transfer, or assign any tickets, invitations or other benefits provided by Club in this Agreement or use such tickets, invitations or other benefits for a promotional, commercial or charitable purpose, unless specifically authorized by this Agreement or by Club's prior written approval, which may be withheld by Club in its sole discretion. This prohibition is not intended to preclude use of tickets for the entertainment of Sponsor's clients or employees.**

This Agreement is generally not intended to apply to playoff games or other post-season activities in which Club may participate. Club has no obligation to provide to Sponsor any benefits related to Club's playoff games or any post-season broadcasts or activities during the Term, unless expressly stated in this Agreement. For purposes of this Agreement, references to "Games" means Club's pre-season and regular season games (but not playoff games) and references to "Home Games" means Club's pre-season and regular season home games (but not playoff games) played in Lucas Oil Stadium in Indianapolis, Indiana, (the "Stadium"). The Parties specifically recognize and acknowledge that in any particular Covered NFL Season a pre-season or regular season game denominated for NFL scheduling purposes as a "home game" may be subject to the NFL's international scheduling and played at a venue other than Lucas Oil Stadium. Such a game will not be deemed a "Home Game," a prohibited benefit, or a missed benefit for purposes of this Agreement.

A. Radio.

1. **Game Broadcasts.** For each Covered NFL Season, during radio broadcasts of Games aired on Club's flagship radio stations (currently broadcast on 93.5 FM, 107.5 FM The Fan, and/or 97.1 Hank FM), Club shall provide to Sponsor:

a. One 30 second commercial during each local post-game show on 93.5 FM and/or 107.5 FM The Fan (approximately 20 shows during each Covered NFL Season).

2. **Monday Night Radio Shows.** For each Covered NFL Season, during radio broadcasts of a Monday Night Radio Show (currently broadcast on 93.5 FM and/or 107.5 FM The Fan), Club shall provide to Sponsor:

a. One 30 second commercial per show (approximately 17 shows during each Covered NFL Season).

B. Print.

For all print advertising benefits described below, unless otherwise specified, Sponsor acknowledges that Club has sole discretion to determine where Sponsor's advertisements shall be placed within the relevant publications and printed materials.

1. **Colts Scout.** Club shall provide to Sponsor one full page, four-color advertisement in each issue of the Colts Scout magazine (a souvenir Home Game program) produced for each Home Game during each Covered NFL Season).
2. **Yearbook.** Club shall provide to Sponsor one full page, four-color advertisement in the Colts Yearbook for each Covered NFL Season. Sponsor shall also receive 200 complimentary copies of the publication.

**C. Stadium Advertising.**

1. **Booth/Table Space in the Fan Zone Area.** For each Covered NFL Season, Club will provide to Sponsor one booth/table in the Fan Zone area (exact location to be determined) during three mutually determined Home Games, **weather permitting.**
2. **Marquee Video Screen Signage.** Club shall provide to Sponsor advertising space on the South and North Marquee LED video screens in a rotation of advertisers for eight mutually agreed upon weeks. Sponsor's eight second message will be seen approximately 50 minutes per day. The South Marquee video screen is approximately 22'11" w x 13'11" h. The North Marquee video screen is approximately 19'10" w x 9'11" h. Any signage provided to Sponsor shall generally be on display at all public events conducted within the Stadium during the Term. However, Sponsor acknowledges that certain governing, sponsoring or media organizations may impose a condition upon Club or CIB that some or all of the Signage and other advertising in the Stadium cannot be displayed at certain public or private events in the Stadium (other than Club's Home Games and post-season games). Sponsor agrees that the covering of Signage for one or more such events shall not constitute a material breach by Club under this Agreement if CIB has requested the covering or if the failure to cover the Signage may result in a loss of such event for the Stadium.

**D. Invitations to Club Events.**

1. **Training Camp VIP Day in a Suite.** For each Covered NFL Season in which Club offers a public Training Camp, Sponsor shall have the opportunity to invite up to 35 guests to one practice viewing at Club's training camp. Includes light food and drinks.

**E. Special Promotions or Co-Sponsored Events.**

1. **Training Camp Booth Space.** For each Covered NFL Season, Club will provide to Sponsor one booth space location in Colts City at Training Camp for two mutually determined days.
2. **Right to Use Colts Facility.** For each Covered NFL Season in which the facility is available, Sponsor may use Gridiron Hall for up to one internal corporate event or function held by Sponsor. All events and functions conducted in Gridiron Hall are subject to Club's supervision and prior written consent, which shall not be unreasonably withheld. The date and time of the event shall be agreed to by Club and Sponsor. **SPONSOR UNDERSTANDS THAT ITS USE OF THE FACILITY IS SUBJECT TO AVAILABILITY AND PARKING MAY BE LIMITED DEPENDING ON DATE/ATTENDANCE NUMBER.** Catering costs are not included and

Sponsor must use caterers approved by Club. Sponsor acknowledges that it has had the opportunity to review, and that it shall sign and comply with, Club's standard agreement for use of the Colts facility (the "Indianapolis Colts, Inc. Facility Use Agreement"). If there is a conflict between this Agreement and the Indianapolis Colts, Inc. Facility Use Agreement as to the rights and obligations of Club and Sponsor with respect to the benefits related to the Colts facility, the terms of the Indianapolis Colts, Inc. Facility Use Agreement shall control.

**F. Player Appearance.**

Club shall arrange for one player to appear at up to one Sponsor event during each Covered NFL Season. Sponsor may be required to enter into separate agreements with the players selected for the appearances. Club shall contribute up to \$5,000 toward any player appearance fees in each Covered NFL Season and Sponsor shall be solely responsible for the balance, which will not exceed a total of \$6,500. Club shall make every reasonable effort to meet Sponsor's preferences with respect to the date, time, and location, and selected player for each appearance.

**G. Post-Season Club Playoff Games.**

For each post-season Club playoff game during the Term of this Agreement, Sponsor shall purchase the benefits described below for a total price of \$2,000 net per each home playoff game held in the Stadium and a total price of \$1,000 net per each away playoff game. Sponsor will be invoiced at the conclusion of the playoffs for any and all games. Payment must be received within 30 days of invoice. The terms and provisions of this Agreement shall apply equally to all benefits purchase by Sponsor for playoff games.

**1. Home Club Playoff Game Benefits.**

- a. One full page four color advertisement in the Scout magazine.
- b. One 30 second commercial during each local post-game show on 93.5 FM and/or 107.5 FM The Fan.
- c. One 30 second commercial during each Monday Night Radio Show on 93.5 FM and/or 107.5 FM The Fan.

**2. Away Game/Super Bowl Game Club Benefits.**

- a. One 30 second commercial during each local post-game show on 93.5 FM and/or 107.5 FM The Fan.
- b. One 30 second commercial during each Monday Night Radio Show on 93.5 FM and/or 107.5 FM The Fan.

**H. Creative Development Guidelines.**

- 1. The following guidelines will be followed should Sponsor prefer Club to provide creative services for the following assets that are a part of their Colts Sponsorship and utilized within Colts programming. Creative types may include: Logos (Lock Ups & Program specific), Radio Spots, In-stadium LED executions, print ads, social media graphics, video production and digital ads (web banner and e-blast). The Club's creative services team is not intended to serve as a brand's agency of record and not to be used outside of the Colts partnership.

A client brief may be needed for each creative project to ensure our creative services team receives the necessary information for the project and all parties are on the same page.

Commercial production will be discussed. The types of unique media executions for each marketing campaign (and the number of marketing campaigns) for each contract year will be mutually agreed upon.

- a. Prior to each season the initial execution for each type of creative for each campaign will be created at Club's expense, on a schedule determined and communicated to Sponsor by the Club.
- b. Assets created by the club for club lead programming will include Club's color and fonts as outlined within brand guidelines including features on the video board.
- c. The Sponsor will have two opportunities to review and make changes to the Club's creative work. Additional rounds of changes will cost the following:
  - (1) Logos, Print, Static LED & Radio Creative: \$500 each
  - (2) Video Board Features & Animated LED Creative: \$1500 each
- d. For each round, the sponsor will have five business days to review the work and provide comments.
- e. The two rounds of changes include all third parties that work with the Sponsor (e.g., Sponsor's Agency)
- f. All resulting creative work will belong solely to the Club unless otherwise discussed and will be intended to run inside Colts channels only. Any additional use will be a negotiated rate paid to Club.
- g. Should the initial creative work need to be revised throughout the year, Sponsor will pay the Club the following
  - (1) Logos, Print, Static LED & Radio Creative: \$500 each
  - (2) Video Board Features & Animated LED Creative: \$1500 each

**I. Sharing of Data.**

In accordance with all applicable privacy and data security laws, rules, and regulations and the applicable privacy policies of Sponsor and Colts, Sponsor will design and implement any promotion or other activity involving or utilizing Club intellectual or other property in such a manner, including by seeking appropriate opt-in, as to capture and preserve all data, leads, and other customer information generated by the promotion or other activity so that it can be shared with Club. Sponsor will promptly provide Club with copies of any such data, leads, and other customer information. If customer data is shared by Club with Sponsor: the data may only be processed for the limited and specified purposes consistent with the consent provided by the customer; Sponsor will provide the same level of privacy protections provided by Club; Sponsor will notify Club if Sponsor makes a determination it can no longer meet the obligation to provide the same level of privacy protections provided by Club; and Sponsor will cease processing the data or take other reasonable

and appropriate steps to remediate if it determines it is no longer able to provide the same level of privacy protections provided by Club.

#### **4. SPECIAL PROVISIONS REGARDING SPONSORSHIP BENEFITS**

##### **A. No Exclusivity for any Sponsorship Benefits.**

Club may enter into agreements with any other party (including competitors of Sponsor) on such terms and conditions as Club and the other party shall agree. Sponsor acknowledges that Club has made no representations that Sponsor shall have exclusivity in any advertising category.

##### **B. Number and Spacing of Commercials and Advertisements.**

Club shall use reasonable efforts to space commercials, advertisements, announcements, and other benefits as evenly as practicable during each Covered NFL Season and each relevant game, broadcast, or program. Sponsor acknowledges, however, that it is sometimes difficult for Club to predict the number of available advertising opportunities and that such difficulty may prevent Club from providing certain commercials, advertisements, announcements, and other benefits at the times and in the manner contemplated by this Agreement. Sponsor understands, for example, that the number of radio, television, and in-Stadium commercials and advertisements varies from game to game depending on a number of factors (e.g., the number of points scored, number of timeouts called, etc.) and, as a result, Club may not be able to provide all promised benefits during a particular game.

If Club is not able to space commercials, advertisements, announcements, or other benefits as contemplated in this Agreement, Club shall provide the missed commercials, advertisements, announcements, or benefits at a later time during the Term. However, if Club determines that it is not reasonably practicable to provide the missed commercials, advertisements, announcements, or benefits at a later time during the Term, Club shall either replace them with other sponsorship benefits that Club and Sponsor reasonably determine to be of equal or greater value or refund to Sponsor the amount of the sponsorship payment that Club and Sponsor reasonably determine to be equal to the value of the missed benefits.

##### **C. Missed Benefits Due to Uncontrollable or "Force Majeure" Events.**

If any of the Games during the Term do not occur or if Club is unable to provide any of the benefits contemplated in this Agreement due to players' strike, other work stoppage, flood, earthquakes, storm, war, acts of God, action by governmental authority, fire, explosion, riot, natural disaster, equipment failure, broadcasting difficulty, or any other event beyond Club's reasonable control (all of which are individually and collectively referred to as a "Force Majeure"), Club shall not be in default or breach of this Agreement, but rather Club and Sponsor shall mutually determine whether (i) the parties shall extend the term of this Agreement to provide the missed benefits after conclusion of the Force Majeure event (although such extension shall not cause Sponsor to be liable for any additional payments in excess of those described in Section 2.A.), or (ii) Club shall replace the missed benefits with other benefits that Club and Sponsor reasonably determine to be of equal or greater value.

##### **D. Subordinate Nature of Agreement.**

This Agreement and the Suite License Agreement between the parties, if any, are subject to, subordinate to, and must at all times be in compliance with, the Stadium Lease (as hereinafter defined) and NFL Rules (as hereinafter defined). As used herein, "Stadium Lease" means that certain Lease Agreement dated as of September 1, 2005 by and among Capital Improvement Board of Managers of Marion County, Indiana ("CIB"), City of Indianapolis, Indiana, and the Club (which relates to Club's lease of Lucas Oil Stadium). Also, as used herein, "NFL Rules" means: (i) the NFL Constitution and Bylaws (including, without limitation, 2011 Resolution BV-1); (ii) all other rules, regulations, resolutions and policies of the NFL (including,

without limitation, League game scheduling and possible Club participation in International games); (iii) any collective bargaining agreement to which the NFL or any NFL member club is a party; (iv) all consent decrees and settlement agreements entered into between or among the NFL and its member clubs in furtherance of NFL business or interests or as otherwise authorized directly or indirectly by the NFL Executive Committee, the NFL Commissioner, or the NFL Constitution; and (v) any national network agreement between the NFL and third parties and any national corporate marketing, licensing, sponsorship, or similar agreement between the NFL and third parties; all as the same may now exist or hereafter be amended or enacted, or as they may be interpreted by the NFL Commissioner from time to time. Club will have the right to terminate this Agreement with immediate effect, without penalty of any kind, if required under NFL Rules. If the NFL Rules or the Stadium Lease causes Club to be unable to provide any of the material sponsorship benefits contemplated herein, Club shall replace the prohibited benefits with other sponsorship benefits that Club and Sponsor reasonably determine to be of equal or greater value.

**E. Changes in Benefits During the Term.**

Sponsor acknowledges that certain benefits that Club has agreed to provide to Sponsor may not be available during the entire Term of this Agreement or may be discontinued during the Term. If Club is unable to provide any such benefit to Sponsor for any reason other than the reasons described elsewhere in this Section 4 (including, but not limited to, termination of an agreement between Club and a third party or good faith changes in Club policies), Club shall at Club's option either (i) replace them with other sponsorship benefits that Club and Sponsor reasonably determine to be of equal or greater value or (ii) refund to Sponsor the amount of the sponsorship payment that Club and Sponsor reasonably determine to be equal to the value of the missed benefits.

**F. Missed Benefits Due to Late Signing or Missed Deadlines for Creative Materials.**

Club and Sponsor each acknowledge that the other party has performed all material aspects of this Agreement required of it hereunder from the date of this Agreement through the signing date and that, to the best knowledge of Club and Sponsor, no event has occurred which would give either party a reason to claim that a breach of this Agreement or any other event has occurred that would permit either party to obtain a remedy against the other. If Sponsor fails to meet any deadline for delivery of materials contained in this Agreement, the Parties will negotiate in good faith to identify alternative benefits or a later activation date for those materials. In some cases, delays may result in missed or foregone benefits.

**5. USE AND PROTECTION OF TRADEMARKS AND OTHER INTELLECTUAL PROPERTY**

Club and Sponsor acknowledge that they both own certain names, logos, symbols, trademarks, service marks, copyrights, ideas, and other intellectual property (individually referred to as a "Mark" and collectively as "Marks"). Sponsor specifically acknowledges that the word "Colts," "Indianapolis Colts," the helmet with horseshoe design and "www.colts.com" (the "Website") are registered trademarks of Club and are included within Club's Marks. In addition, Sponsor acknowledges that any use of Club's Marks is subject to NFL Rules and that such NFL Rules include, but are not limited to, any agreement that the NFL or NFL Properties, Inc. may enter into with a competitor of Sponsor.

Each party shall be solely responsible for taking all actions it deems necessary to obtain trademark, service mark, or copyright registration, consents, approvals or other protection for its Marks. All rights to a party's Marks not specifically granted in this Agreement are reserved to the owner of the Marks. All rights granted by in this Agreement relating to the use of a party's Marks shall terminate immediately upon the expiration or termination of this Agreement.

**A. Jointly Developed Intellectual Property.**

Unless otherwise agreed in writing, all Marks that are jointly developed by Club and Sponsor in the course of performing this Agreement shall be the sole property of Club, and Club shall have full and complete control over the use of such Marks, both during and after the Term. Unless otherwise agreed in a joint development agreement between Club and Sponsor, however, Club shall have no ownership rights to Marks that were owned by Sponsor before the date of this Agreement or to Marks that Sponsor may develop after the date of this Agreement which are not related to Club or this Agreement. Similarly, Sponsor shall have no ownership rights to Marks that were owned by Club before the date of this Agreement or to Marks that Club may develop after the date of this Agreement which are not related to Sponsor or this Agreement.

**B. Right to Use Trademarks and Other Intellectual Property Rights; Indemnity Obligations.**

**1. Sponsor's Marks and Indemnity Obligations.**

Sponsor represents and warrants that it has the right to grant, and hereby grants to Club a non-exclusive, nontransferable license to use Sponsor's Marks during the Term solely in the manner contemplated by this Agreement. **CLUB ACKNOWLEDGES THAT IT HAS NO RIGHT TO USE SPONSOR'S MARKS AND SHALL NOT USE OR PERMIT THE USE OF SPONSOR'S MARKS WITHOUT FIRST OBTAINING THE PRIOR WRITTEN APPROVAL OF SPONSOR ON A CASE-BY-CASE, USE-BY-USE BASIS.** Club also acknowledges that Sponsor may place any reasonable conditions on the use of any of Sponsor's Marks, including, but not limited to, conditions designed to protect Sponsor's Marks. Sponsor hereby grants to Club the right to use Sponsor's Marks in accordance with Exhibit A for Club's use as contemplated in Section 3 of this Agreement.

Club acknowledges that Sponsor has the sole and exclusive right to Sponsor's Marks and that the goodwill associated with Sponsor's Marks has great value. Club shall not represent that it has any ownership in any of Sponsor's Marks or registrations and acknowledges that this Agreement does not give Club any right, title, or interest in Sponsor's Marks or any related goodwill, except as specifically authorized by Sponsor as provided in this Agreement. Sponsor retains any and all rights related to Sponsor's Marks under applicable trademark, copyright, or other intellectual property laws. Club shall not at any time interfere with Sponsor's rights in Sponsor's Marks, or attack or otherwise dispute the validity of any of Sponsor's Marks or its registrations or ownership thereof.

Sponsor shall indemnify, defend, and hold Club and its officers, directors, stockholders, legal representatives, agents, and employees harmless from and against any and all claims, suits, damages, losses, proceedings, expenses, fines, judgments, and costs (including reasonable attorney's fees) arising out of or related to (i) the broadcasting or publication of materials supplied by Sponsor in connection with this Agreement and (ii) Club's use of Sponsor's Marks in the manner contemplated by this Agreement. However, Sponsor shall not be obligated to indemnify Club for liability resulting from the misconduct or negligence of Club or its officers, directors, stockholders, legal representatives, agents, or employees.

Club shall notify Sponsor promptly after discovering any claim or potential claim covered by the indemnification provisions set forth in the preceding paragraph and shall provide sufficient information to enable Sponsor to assess the relevant facts. Club shall fully cooperate with Sponsor in the negotiation, handling, and defense of all such claims. No settlement or compromise shall be binding on Club without its prior written consent, which shall not be unreasonably withheld or delayed.

**6. LIMITATION OF REMEDIES AND LIABILITY**

Neither party shall be held liable to the other party for any lost profits or punitive, incidental, or consequential damages in connection with this Agreement, regardless of the circumstances. In addition, neither party may obtain specific performance against the other, except to stop or prevent the improper use of its Marks.

## 7. CONFIDENTIALITY

Club and Sponsor shall keep all provisions of this Agreement confidential and shall not disclose any provision of this Agreement, except as may be ordered by a court, agency or other governmental or regulatory authority or as required by applicable law or NFL Rules. However, Club and Sponsor may disclose any provision of this Agreement to their respective auditors, auditors of the NFL Players Association, the NFL, NFL Properties, Inc., their respective legal advisors under the attorney-client privilege, or their respective employees on a reasonable need-to-know basis. Further, Club and Sponsor acknowledge that this Agreement will be posted on the City of Indianapolis website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County and on the State of Indiana website as required by I.C. 5-14-3.8-3.5 (Indiana Code). Use by the public of any document or the information contained therein shall not be considered an act of City. In addition, Club and Sponsor may issue a joint press release to announce or promote this Agreement, provided that the timing and content of the press release has been agreed to by the parties.

## 8. TERMINATION OF THIS AGREEMENT

### A. Termination for Material Breach.

Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within ten days after receiving written notice of the breach from the non-breaching party. After providing this written notice of material breach, the non-breaching party may suspend its performance of this Agreement until the material breach is cured.

### B. Termination Upon Occurrence of Certain Events.

Either party may terminate this Agreement immediately by providing written notice to the other party if any of these events occur:

- (1) The other party has filed or become subject to bankruptcy, reorganization or insolvency proceedings, has executed an assignment for the benefit of its creditors or has had appointed a trustee or receiver over any part of its business or assets, and such proceeding, assignment or appointment is not dismissed or withdrawn within 15 days; or
- (2) Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Sponsor are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Sponsor shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. Sponsor agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full; or
- (3) Club has stopped playing substantially all of its Home Games in Indiana; or
- (4) Such party becomes prohibited by any law, statute, regulation, judgment, order or decree of any court, agency or other governmental or regulatory authority from performing any of its obligations or receiving any of the benefits to which it is entitled under this Agreement.

If this Agreement is terminated because of one of these three reasons, Sponsor shall not be required to pay sponsorship payments for subsequent Covered NFL Seasons. If, as a result of any of the foregoing, termination

occurs after the beginning of a Covered NFL Season, Sponsor shall be entitled to a pro-rata reduction of the sponsorship payment for such Covered NFL Season for any remaining Games scheduled to be played by Club after the termination date. Therefore, Club shall be allowed to collect and retain only the amount of the sponsorship payment for the Covered NFL Season that is equal to the product derived by multiplying the sponsorship payment that otherwise would be payable by Sponsor for the Covered NFL Season by a fraction calculated as follows: The numerator is the total number of Games played by Club prior to the termination date and the denominator is the total number of Games scheduled to be played by Club during the Covered NFL Season.

**C. Relationship to Suite License Agreement**

If Sponsor and Club have entered into a Suite License Agreement, a material breach of this Agreement shall be deemed a material breach of the Suite License Agreement and a material breach of the Suite License Agreement shall be deemed a material breach of this Agreement. In addition, a termination of this Agreement shall be deemed a termination of the Suite License Agreement and a termination of the Suite License Agreement shall be deemed a termination of this Agreement.

**9. OTHER PROVISIONS**

**A. Contact Information for Notices under this Agreement**

Any notice or request to be given by either party under or in connection with this Agreement should be given in writing and shall be considered to have been given (i) when received if personally delivered, (ii) on the date of transmission if sent by email and confirmed by telephone and by email confirmation; (iii) three business days after being deposited in the U.S. mail sent registered or certified mail, return receipt requested, postage prepaid, or (iv) the next business day if sent by a nationally recognized overnight courier service:

if to Club, addressed as follows:

Ryan Lobsiger  
Indianapolis Colts, Inc.  
7001 W. 56th Street  
Indianapolis, Indiana 46254  
Telephone: (317) 297-2658  
ryan.lobsiger@colts.com

Or as follows:

Eric Cole  
Indianapolis Colts, Inc.  
7001 W. 56th Street  
Indianapolis, Indiana 46254  
Telephone: (317) 297-2658  
eric.cole@colts.com

with a copy to:

Daniel C. Emerson  
Indianapolis Colts, Inc.  
7001 W. 56th Street  
Indianapolis, Indiana 46254

Telephone: (317) 808-5327  
dan.emerson@colts.com

if to Sponsor addressed as follows:

Indianapolis Metropolitan Police Dept.  
Assistant Chief Catherine Cummings  
Office of the Chief of Police  
200 East Washington Street  
Indianapolis, IN 46204

or to another person or address as either Club or Sponsor may designate for itself by notice given to the other party in the manner described above. For purposes of this paragraph, "business day" means any day other than Saturday, Sunday, and any day on which commercial banks in Indianapolis, Indiana are authorized by law to be closed.

**B. Governing Law and Venue; Waiver of Jury Trial.**

This Agreement shall be governed by and interpreted and enforced in accordance with the internal laws of the State of Indiana. The parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the State of Indiana and of the United States of America located in Marion County, Indiana (the "Indiana Courts") for any litigation arising out of or relating to this Agreement (and agree not to commence any litigation relating to this Agreement except in such Indiana Courts) and waive any objection to venue of any such litigation in the Indiana Courts.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND MAKES THIS WAIVER VOLUNTARILY.

**C. Entire Agreement.**

Except where expressly provided otherwise in this Agreement, this Agreement and the Suite License Agreement, if any, constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties, with respect to the subject matter of this Agreement.

**D. Representations.**

Each party represents that this Agreement has been authorized by all necessary corporate action, that the Agreement is a valid and binding obligation of such party, and that such party has full corporate power and authority to execute and perform its obligations under this Agreement.

**E. Amendments.**

This Agreement may be amended, modified or supplemented but only by a writing signed by an authorized representative of both Club and Sponsor.

**F. No Assignments.**

Neither party may assign any of its rights or delegate any of its obligations under this Agreement by operation of law or otherwise, unless it obtains the other party's prior written consent.

**G. Relationship of the Parties.**

Club and Sponsor are independent parties and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency or employer-employee relationship between the parties or to grant to either party any right to assume or create any obligation on behalf of or in the name of the other.

**H. Compliance with Laws.**

Each party shall comply with all applicable laws, regulations and orders of any governmental body or governmental authority in performing its obligations under this Agreement.

**I. No Implied Waivers.**

The failure by either party to enforce on one or more occasions any provision of this Agreement shall not constitute a waiver of the right to enforce such provision on any other occasion nor as a waiver of the right to enforce any other provision of this Agreement.

**J. Severability.**

If for any reason a court or governmental authority of competent jurisdiction finds any term, condition or covenant of this Agreement, or any portion thereof, to be illegal or unenforceable, such provision shall be enforced to the maximum extent permissible so as to implement the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

**K. No Third Party Beneficiaries.**

The provisions of this Agreement are solely for the benefit of the parties to this Agreement and no provision of this Agreement should be deemed to confer upon any other party any remedy, claim, or other right.

**L. Survival of Certain Obligations.**

The obligations of the parties set forth in Section 5 (Use and Protection of Trademarks and Other Intellectual Property; Indemnification Obligations), Section 6 (Limitations of Remedies and Liability), Section 7 (Confidentiality) and Section 9.B (Governing Law) shall survive the termination or expiration of this Agreement.

**M. Interpretation.**

The headings and Section and paragraph captions in this Agreement are for convenience only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions of this Agreement. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated.

**N. Signing in Counterparts.**

This Agreement may be executed in multiple counterparts, or electronic signatures, each of which shall be deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

2024 Sponsorship Billing Information

Sponsor's company name: Indianapolis Metropolitan Police Dept.

Company to receive invoice,  
if different (e.g., ad agency): \_\_\_\_\_

Email address for invoices: IMPD-AP@INDY.GOV

Mailing address for invoices: 200 E. Washington Street, E258  
Indianapolis, IN 46204

Attention line, if any: Attn; CFO

Telephone number: 317-327-8044

**EXHIBIT A**  
**CREATIVE MATERIALS**

Sponsor shall provide to Club the promotional materials and other information described below in this Exhibit A (collectively, the "Creative Materials") for Club's use as contemplated in Section 3 of this Agreement. All Creative Materials that are required to be delivered to Club according to the instructions set forth below shall be sent to the following address:

**Lindsay Catavolos**  
**Indianapolis Colts, Inc.**  
**7001 W. 56th Street**  
**Indianapolis, Indiana 46254**

All Creative Materials (including, but not limited to, the design, artwork, layout, text and copy of such Creative Materials) shall be subject to Club's prior review and approval, which shall not be unreasonably withheld.

**A. Radio.**

All commercials, copy instructions and tag line, if applicable, for radio broadcasts of Games and other weekly radio shows shall be delivered to Club on WAVE or MP3 to lindsay.catavolos@colts.com prior to each Covered NFL Season.

**B. Print.**

1. Colts Scout. All camera ready artwork for Colts Scout magazine shall be delivered prior to each Covered NFL Season. Ad specs as follows:

FULL PAGE AD TRIM: 5.5 w x 8.5 h; FULL PAGE BLEED: Pull bleed out 1/8 inch on all four sides. Make sure the bleed does not intersect with the crop marks. LIVE AREA FOR FULL PAGE AD: 5 w x 8 h

HALF PAGE AD: 5 w x 3.875 h. NO BLEED. Ad will fit inside a ruled box.  
QUARTER PAGE: 2.375 w x 3.875 h. NO BLEED. Ad will fit inside a ruled box

**ACCEPTED FORMATS:**

• Hi-res PDF (embed ALL FONTS, file must be CMYK); • Hi-res JPG, 300 dpi, CMYK; • Hi-res TIF, 300 dpi, CMYK (all fonts rasterized, flattened); • Hi-res EPS, 300 dpi, CMYK.

**NATIVE FILES:**

• Quark 6 (must "Collect for Output"); • Illustrator CS: eps, ai (fonts outlined and images imbedded, CMYK);  
• InDesign CS (must "Package" file); • PageMaker (must "Save for Service Provider")

**WILL NOT ACCEPT:**

Word, Publisher, Powerpoint, CorrelDraw, xls; Trim: 5.5 w x 8.5h; Bleed: Pull bleed out 1/8 inch on all four sides. Make sure the bleed does not intersect with the crop marks.

2. Yearbook. All advertising materials for Colts Yearbook shall be delivered to Club by **June 1** prior to each Covered NFL Season. Sponsor shall submit its advertising materials by MAC

platform in QuarkXPress or Adobe Illustrator. Sponsor shall provide all supporting art files and linked high resolution photos (using "collect for output" to gather these files) and all screen and printer fonts. In addition, Sponsor shall provide a copy of its electronic advertisements on one of the following media: 5.25 optical, 3.5 optical (128 or 230), Syquest 44,88,200 or 270, ZIP, including, in all cases, 100% color lasers. Advertisement specifications are 8 3/8" x 10 7/8" trim size, 1/8 bleeds on all 4 sides, 3/16" safety margin (for live copy), 150 line screen.

**C. Stadium Advertising**

All tapes, copy instructions, commercials, camera ready artwork, designs, text, color logo and tag line, if applicable, for Stadium TV shall be delivered to Club prior to each Covered NFL Season. Sponsor shall provide such materials in the format requested by Club.

## ATTACHMENT A- SCOPE OF SERVICES

The Parties agree that the Scope of Services shall include the "Sponsorship Benefits" listed in the Sponsorship Agreement under Section 3, which includes regular season radio, print, and stadium advertising. There is an option for post-season advertising as well. Additionally, there are provisions for invitations to Club events, special promotions for co-sponsored events, and player appearance(s).

ATTACHMENT B- PRICING

The Parties agree that pricing for this Agreement shall be as follows:

<u>Covered NFL Season</u>	<u>Installment Amount</u>	<u>Installment Due Date</u>
2024	\$30,000	July 1, 2024
\$60,000 total	\$30,000	September 1, 2024
2025	\$31,800	July 1, 2025
\$63,600 total	\$31,800	September 1, 2025
2026	\$33,708	July 1, 2026
\$67,416 total	\$33,708	September 1, 2026

## ATTACHMENT C TO SPONSORSHIP AGREEMENT

This Attachment to the Sponsorship Agreement is hereby incorporated by reference into the Sponsorship Agreement (hereinafter "Agreement") by and between the Consolidated City of Indianapolis and Marion County by and through the Indianapolis Metropolitan Police Department (hereinafter "Sponsor") and the Indianapolis Colts (hereinafter "Club"). To the extent any term of the Agreement is in conflict with the terms of this Attachment, this Attachment shall prevail. The execution of this Attachment evidences acceptance of the terms of this Attachment in their entirety.

### 1. Conflict of Interest.

- i. Club certifies and warrants to Sponsor that, other than matters related to or arising from Club's lease with Capital Improvement Board of Managers of Marion County and the City of Indianapolis with respect to Lucas Oil Stadium neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Sponsor.
- ii. For purposes of compliance with IC 36-1-21, Club certifies and warrants to Sponsor that Club, or a person who wholly or partially owns Club, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

2. Non-Discrimination. Club shall not discriminate against any employee, or applicant for employment in the performance of the contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability and United States military service veteran status. Breach of this provision shall be regarded as a material breach of the contract.

### 3. Debarment and Suspension

- i. Club certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person

with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Club.

- ii. Club shall provide immediate written notice to Sponsor if, at any time after entering into this Agreement, Club learns that its certifications were erroneous when submitted, or Club is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
  - iii. Club shall not knowingly subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
4. Iran Activities. Club certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
5. Employee Eligibility to Work. The Club shall cause the work eligibility status of its newly-hired business employees to be verified through the E-Verify program as defined in IC 22—5-1.7-3.

7.6. Post-Employment Restrictions. Club, providing supplies, real property, or services under this Agreement, certifies to Sponsor that no employee, contract employee, or sub-club of Club:

- i. Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the Sponsor of Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;
- ii. For a period of one (1) year after such employee ceased supervising the administration or performance of this contract or agreement on behalf of an agency of the Sponsor of Indianapolis or Marion County, shall perform any functions on behalf of Club under the contract or agreement with respect to the Sponsor, unless the employee's former agency has consented to the employee's performance for Club in writing;

- iii. Has violated any provision of Chapter 293 of the Revised Code of the Consolidated Sponsor of Indianapolis and Marion County, regarding the solicitation, negotiation, awarding, or performance of this Agreement;
- iv. Is currently an official or deputy mayor of, or has appointing authority to, any agency of the Sponsor of Indianapolis or Marion County; and
- v. Was previously employed by the Sponsor of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of lobbying activity (as that term is defined in Section 909-101 of this Code) related to an agency or an official as a responsibility of his or her employment or contractual relationship with Club.

Violation of this certification shall constitute a material breach of the Agreement and, upon such a violation, Sponsor may terminate this Agreement. In addition, upon a violation of this certification, Sponsor shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar Club from eligibility for future Sponsor and/or county purchasing, bids, contracts, and/or projects.

8.7. Additional Information upon Request. The Club shall, upon reasonable request of the Sponsor, take reasonable steps to make available its policies, practices, and standards for the hiring of applicants relevant or directly related to Club's performance of its obligations under this Agreement, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

9.8. Necessary Documentation. Club certifies that it will furnish City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Failure of Club to comply with this paragraph shall constitute a material breach of this Agreement.

10.9. Records; Audit. Club shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Club shall make such

materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.

12. Method of Payment. Club shall accept invoice payments via City/County check, City/County Purchasing Card (Master Card) or Automated Clearing House (ACH) at the City's sole option and discretion. The City will not be responsible for any card fees or other bank charges incurred by the Club.


13. Additional Information upon Request. The Club shall, upon request of the City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is directly related to the provision of services under this Agreement.

14. Wage Theft/Payroll Fraud. The Club shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Club or its subcontractors to the City's Office of Finance and Management within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against the Club with respect to services provided to the City, the City may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies.


By executing this Agreement, Club affirms under the penalties of perjury that Club has not had any adverse determinations rendered against the Club within the preceding three (3) years.

The parties have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective electronic signatures dated below agree to the terms thereof.


### CONTRACTOR

By:  Date: 7/16/24  
 Printed: ROGER VANDERSNICK  
 Title: Chief Sales and Marketing Officer  
 Company: INDIANAPOLIS COLTS INC

### AGENCY/DEPARTMENT

By:  Date: 07/17/2024  
 Printed: Valerie Cunningham  
 Title: Deputy Chief of Administration  
 Agency/Department: INDIANAPOLIS METROPOLITAN POLICE DEPARTMENT

### APPROVED AS TO AVAILABILITY OF FUNDING

By:  Date: July 17, 2024  
 Printed: Sarah Riordan  
 Title: Controller  
 Agency/Department: OFFICE OF FINANCE AND MANAGEMENT

APPROVED AS TO FORM AND LEGALITY

By:  *Anne Harrigan*

Date: 07/17/24

Printed: Anne Harrigan

Title: Chief Legal Counsel

Agency/Department: INDIANAPOLIS METROPOLITAN POLICE DEPARTMENT