

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

THE SUPERLATIVE GROUP, INC.

Sponsorship Asset Inventory Evaluation, Valuation, Naming Rights and Sales

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and THE SUPERLATIVE GROUP, INC., an Ohio corporation authorized to do business in California ("Consultant"). Throughout this Agreement, City and Consultant shall be referred to individually as a "Party" and collectively as "the Parties."

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Sponsorship Asset Inventory Evaluation, Valuation, Naming Rights and Sales ("Project").

2. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect for two (2) years, unless otherwise extended or terminated pursuant to the provisions herein (the "Initial Term").

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Three Hundred Forty Seven Thousand Six Hundred and Twenty-Five Dollars (\$347,625) payable in accordance with the terms set forth in Exhibit "B"; provided however, this not to exceed sum shall not include any commissions due and owed to Consultant. Payments related to the Professional Services Fee (as defined in Exhibit B) and monthly Retainer (as defined in Exhibit B) shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof. The payment of any and all commission payments resulting from Sponsorship Revenue shall be paid as set forth in Exhibit B.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the Party to be served as follows:

To City

City of Riverside
Attn: City Manager
3900 Main Street
Riverside, CA 92522

To Consultant

The Superlative Group, Inc.
Attn: Myles Gallagher, CEO
2843 Franklin Boulevard
Cleveland, OH 44113

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither Party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other Party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the Parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties,

liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City or Consultant shall constitute a waiver of any right or duty afforded the City or Consultant under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement and Consultant fails to remedy such substantial failure to perform or material breach within fifteen (15) days of receipt of a written notice from City specifying the breach;

or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either Party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each Party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by and neither Party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. In the event of a conflict between the body of this Agreement and Exhibits "A" - Scope of Services and "D" - Clarifications hereto, the terms contained in Exhibits "A" and "D" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel
Exhibit "D" - Clarifications

35. **Force Majeure.** If either Party is delayed, prevented, prohibited, or materially impaired from performing any of its obligations under this Agreement (other than a payment obligation hereunder) as a result of a force majeure event, including, but not limited to, acts of God, adverse weather conditions, natural catastrophe, labor disputes, strikes, war, insurrection, terrorist action, government restrictions, civil commotion, riots, fire, flood, pandemics, epidemics, public health crisis or emergency, or other cause beyond the Parties' reasonable control, then such Party's failure to perform such obligation shall not constitute a breach of this Agreement and such Party shall be excused from performance of such obligation for a period of time equal to the period during which the force majeure event delays, prevents, prohibits, or materially impairs such performance. Notwithstanding the foregoing, a force majeure event does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an occurrence that merely makes performance more difficult or expensive.

36. **Counterparts.** Digital and Counterpart Signatures. Unless Consultant is unable to use digital signatures, each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

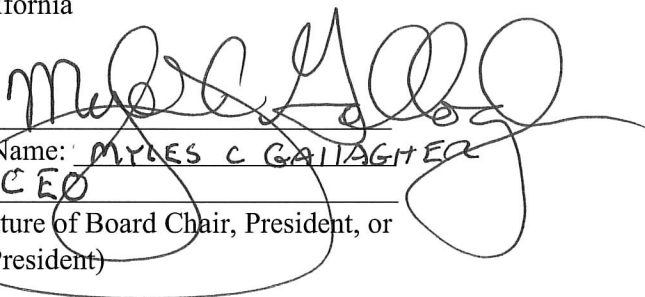
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

THE SUPERLATIVE GROUP, INC.,
an Ohio corporation authorized to do business
in California

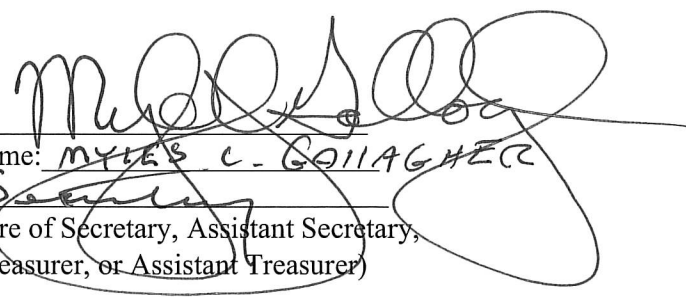
By: _____
City Manager

By: 
Print Name: MYLES C GALLAGHER
Title: CEO
(Signature of Board Chair, President, or
Vice President)

ATTESTED TO:

By: _____
City Clerk

and

By: 
Print Name: MYLES C. GALLAGHER
Title: Secretary
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer, or Assistant Treasurer)

CERTIFIED AS TO AVAILABILITY OF
FUNDS:

By: 
for Chief Financial Officer

APPROVED AS TO FORM:

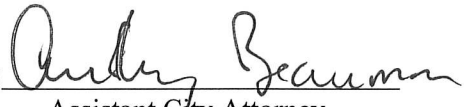
By: 
Assistant City Attorney
S.W. for

EXHIBIT “A”

SCOPE OF SERVICES

PHASE I: ASSET DATABASE DEVELOPMENT, VALUATION & COMPREHENSIVE SPONSORSHIP PACKAGE, POLICY & STRATEGY

During Phase I, our team of Valuation Consultant specialists will identify and value all of the assets that the City of Riverside, California, ("the City") has available to generate revenue. The Valuation process will include five key components:

- 1) Quantitative Analysis;
- 2) Qualitative Analysis;
- 3) Contract & Policy Analysis;
- 4) Industry Benchmarking; and
- 5) Prospect Identification.

Each component is briefly summarized in the following pages.

QUANTITATIVE ANALYSIS

Quantitative Benefits reflect the ability to effectively measure the return on investment that the City partners can expect to receive. These include the direct, or tangible, benefits available to the partner. Quantitative Benefits typically form a significant portion of fair market value because each item is quantifiable and guaranteed to the partner.

Quantitative Benefits are separated into several categories including:

- Property Media Buys;
- Signage Benefits;
- Print Marketing Collateral;
- Social and Digital Media Exposure; and
- Display Opportunities.

Consultant will in Step One identify quantitative Naming Rights value by studying real-world media value in the marketplace. This involves understanding the total number of possible impressions available through each asset that reaches the target audience. We identify television, signage, print, digital and social media exposure and then scale impressions for each asset from "valued impressions" to "waste impressions," adjusting the media value accordingly. Standard discount rates range between 10 and 75 percent depending on the type and quality of exposure.

Quality of exposure is determined by:

- How prevalent the partner's ID (Name) is through the exposure period; and
- The impact of its placement with its intended audience.

Consultant will utilize pre-impression, or rate-card, values to assign a price or value to each benefit identified. CPMs used for this purpose are culled from local, regional and national advertising rates depending on the scope of the opportunity. Typical CPMs can range from \$2.50 for online exposure to \$15 for large format out-of-home digital signage. They also represent the most accurate metric by which to determine exposure value for any particular Naming Rights or sponsorship asset.

Consultant's quantitative analysis will also include an assessment of the value of engaging the target audience and the quality of exposure received. Understanding the value of each impression with respect to a specific demographic or target audience is an important component. For example, a target student demographic of 18- to 21-year-old females may be considered a "premium audience" by one partner, while another may be trying to reach 35- to 54-year-old males. Our valuation is adjusted accordingly for each opportunity and asset.

The final element of the Consultant's quantitative assessment is identifying the costs of engaging the target audience and achieving high-quality exposure. This includes an assessment of the cost of delivery (to the partner) and may include direct costs (installing a hard sign), overhead costs (maintaining a media platform) or development costs.

QUALITATIVE ANALYSIS

Consultant shall assist the City in assessing Qualitative Benefits, or intangible benefits that enhance the value of Naming Rights and sponsorships and typically fall outside traditional media platforms making them difficult to quantify. Consultant classifies Qualitative Benefits into five distinct categories based on its extensive experience selling, negotiating and auditing Naming Rights and corporate sponsorships:

- Prestige of Property;
- Value of Audience;
- Opportunity to Activate;
- Partner Protection; and
- Geographic Reach.

Functionally, Qualitative Benefits represent the premium value Naming Rights and sponsorships demand over alternative marketing investments. By simplifying intangible benefits into the above five categories, Consultant is able to effectively justify premium Naming Rights and sponsorship value by focusing on the qualitative aspects of an opportunity that align with the objectives of a corporate marketer.

CONTRACT & POLICY ANALYSIS

As part of its analysis, Consultant will conduct a thorough contract review prior to completing every Phase I report. The goal of this process is to establish a list of any limitations, processes or existing policies that affect a contract. Then Consultant will develop a strategy to minimize the effects of those limitations and maximize all of the identified opportunities through a logical priority assessment.

Not only are prices, fulfillment obligations and relative value for each party reviewed, but also values against similar contracts with other entities. The value of Naming Rights and sponsorships to the City will be inhibited by any pre-existing contracts relating to Naming Rights and corporate sponsorships. A thorough understanding of the City's existing advertising contracts will assess the impact that existing agreements place on new Naming Rights and sponsorship agreements.

The project team spends time early in the project reviewing all relevant statutes, signage regulations and rules to ensure that the City marketing opportunities, within context of established guidelines, are understood. Consultant remains in close contact with the City's legal and executive

teams to ensure that the asset database is being developed in a manner that is consistent with the City's existing policy regarding assets for marketing purposes.

INDUSTRY BENCHMARKING

Consultant maintains an extensive database of Naming Rights and sponsorship agreements that is continuously updated and includes, but is not limited to, Naming Rights and sponsorship contracts from convention centers, arenas, theaters, park districts, municipalities, stadia, transit agencies, universities and nonprofit organizations. Once Consultant's Valuation specialists have developed the asset database and determined the Naming Rights and corporate sponsorship value for each opportunity and asset, a list of similar sponsorship contracts, including their terms, associated fees and other pertinent details, is compiled for each asset. The goal of this process is to identify not only the fair market value of each Naming Rights and sponsorship opportunity, but also the minimum (floor) and maximum (ceiling) revenue garnered in the marketplace by similar organizations. Each Naming Rights and sponsorship asset is presented in this manner in our final Phase I report.

PROSPECT IDENTIFICATION

As a final step, Consultant draws upon its extensive background in Naming Rights and sponsorship sales and its proprietary database to outline prospective partners for each marketable opportunity. This database includes both category identification and major corporate partners within each category. In our experience, optimum revenue generation is attained when there is a comprehensive understanding of:

- The inventory available; and
- How that inventory aligns with the needs of potential partners.

Consultant's experience in identifying and documenting marketing rights, combined with our knowledge of (and relationships with) large corporations, will give the City the tools to ensure the maximum revenues are leveraged out of every corporate partnership.

PHASE II: PROGRAM IMPLEMENTATION

Consultant's main priority is to generate maximum revenue for our clients. Upon completion of Phase I, Consultant recommends immediately moving forward with a strategic sales campaign, beginning with the client's most valuable opportunities. Prioritizing assets in this manner ensures optimum revenue generation by taking the largest asks to market first. To ensure that coverage is comprehensive, Superlative uses a systematic approach to contact marketing partners.

PROSPECTING

- Collaborate closely with the City's leadership and development teams on recommendations they may have;
- Exhaust Consultant's contact database of thousands of corporate contacts, which is continually updated;
- Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets of the City ;

- Promote sales campaign with a description of the City's initiatives through a myriad of resources;
- Create presentation material that will provide specific information for potential investments and/or partnerships with the City as part of the Naming Rights or sponsorship program, including:
 - Market/Demographic data;
 - Measured media value;
 - Value justification for unmeasured media;
 - Sponsorship benefits and options;
 - Options for renewal; and
 - Financial investment.

NEGOTIATING AND COMPLETING AGREEMENTS

Consultant will assist in any way that is comfortable for the City. Consultant's executives can be the upfront negotiator or advise the City stakeholders, depending on your desire and needs.

PRESENT AGREEMENTS TO THE CITY OF RIVERSIDE EXECUTIVES AND THE MEDIA

Consultant is well versed in the appropriate procedures for announcements to local and national media outlets. Consultant will work with the City to accurately present a negotiated Naming Rights and sponsorships to the appropriate executives and media. It is important that Naming Rights and sponsorships be communicated accurately, both financially and politically, while being cognizant of objections and concerns.

CONTRACT FULFILLMENT

Consultant will work with the City to develop a system that accurately tracks the status of newly developed Naming Rights and corporate sponsorships. Our experience shows that contract fulfillment requires participation from development, legal and accounting functions to ensure high-quality partner relationships.

MANAGE AND AUDIT ONGOING RIGHTS

Consultant establishes post-contract review mechanisms to ensure that all benefits owed to the City are captured and that the organization is meeting its obligations under these contracts. Consultant is a strong advocate of audits, especially when payments are performance based.

ACTIVATION AND AUDIT (TERM OF AGREEMENT)

After delivery of a campaign agreement, the project team will assist the City in the activation and compliance of each aspect of that agreement. Specifically, Consultant will:

- Finalize agreement terms and conditions;
- Assist the City with the first year of activation of each Naming Rights and/or sponsorship;
- Assist in the development of payment schedules and compliance issues; and
- Provide other services as requested by the City.

PROGRESS REPORTS

Consultant understands that effective communication with the client is a critical part of successful project delivery. As part of our standard reporting procedure, we use template reports to provide sales updates:

- Following all meetings with target companies regarding any Naming Rights, corporate sponsorship or revenue-potential opportunity;
- On a monthly basis, to provide the City an update on activity during the period. We discuss these periodic sales update reports on a scheduled conference call.

Reports are prepared in a template and serve as a record of discussion during sales meetings and log the following project details. Generally, our progress reports include the following information:

- Project timescales and sale priorities
- Status of progress of deliverables in Scope of Services
- Status of all activities, events and efforts
- Summary of meetings and presentations
- Summary of activity regarding market interest and feedback
- Summary of communications with potential partners
- Any deviations from project deliverables or schedule
- Plan of activities for next 30 days

Consultant will agree to the format with the City's project team as part of our project initiation process.

PHASE III: TRANSITION PLAN

Consultant's primary objective is to develop a strategic program designed to generate maximum revenue for our clients. In saying that, once Consultant's project team completes both Phase I and Phase II to full satisfaction of the City of Riverside, Consultant will continue to execute the Marketing Plan to ensure the maximization of corporate sponsorships of the City's assets under the terms and maximums of the Agreement. The project team's plan will also outline programs at similarly situated municipalities, the advantages and disadvantages to the structure of those programs and why the proposed program positions the City of Riverside for success.

PHASE I VALUATION (3-4 months, immediately following contract execution)

WEEKS 1 – 4

- **KICKOFF MEETING AND SITE VISITS.** Site visits are undertaken as soon as possible to view the assets being valued and kick-start the asset research process. Our valuation team will compile a digital inventory of images and renderings that will be referenced during the valuation process and used in development of promotional materials for the sales implementation process. Concurrent with our site visit, Superlative requests a kickoff meeting at the City's offices to introduce our team in person, identify project leads and go over timelines and responsibilities.

- **GATHERING OF PRELIMINARY INFORMATION.** Upon appointment as sales agentson any new engagement, The Consultant carries out initial research to review relevant documentation such as strategic plans, design briefs and project renderings to gain an in-depth knowledge of the project and make an accelerated start on our asset identification process.

Upon completion of our site visit, Consultant will send the City staff a detailed Information Request that identifies the key pieces of information that we would like to review as part of our valuation process and present our initial thoughts on the structure of the final report. We will schedule a follow-up call to answer any questions pertaining to our request to facilitate and expedite the information gathering process.

WEEKS 5 – 8

- **RECEIPT AND REVIEW OF INITIAL INFORMATION.** Consultant will generally work with the City over 2-3 weeks to compile the bulk of information requested of the City, although this process will likely continueuntil the report is finalized, and potentially, throughout the strategic sales process as Consultant obtains interest from potential partners. In most cases, Superlative secures most of what it needs tobegin building the City’s asset database by Week 6.

- **DEVELOPMENT OF ASSET DATABASE.** Concurrently, Consultant’s valuation specialists begin compiling the City’s assets and determining their quantitative value based on local,regional and national media rates.

- **QUALITATIVE ASSESSMENT OF NAMING RIGHTS & SPONSORSHIP ASSETVALUE.** Our valuation team conducts original research to ascertain the intangible value of the City’s Naming Rights and sponsorship opportunities when compared to other, similar properties, using annual reports, press releases and other relevant information provided by the City as well asSuperlative’s proprietary database of Naming Rights and sponsorship contracts.

WEEKS 9 – 12

- **CONTRACT REVIEW.** Once Consultant has determined the Naming Rights and sponsorship value for the City assets, packages are compared to the City’s existing Naming Rightsand sponsorship agreements. A database of potential challenges and limitations that could potentially impact revenue generation is created, from both external (e.g., signage restrictions) and internal (e.g.,category restrictions like tobacco or alcohol) processes.

- **INDUSTRY BENCHMARKING AND PROSPECT IDENTIFICATION.** Drawing uponits proprietary database, Consultant builds a list of comparable Naming Rights and sponsorship contracts relevant to each of the City opportunities. This list is also used to identify target partnerentities along with input from the Superlative sales team.

- **EXECUTIVE REVIEW.** Consultant conducts an extensive internal review process wheresenior leadership has an opportunity to weigh in on potential contract value and

overall program revenue potential, lending insight critical insight to the project and ensuring that all potential revenue is accounted for.

- **DELIVERY OF DRAFT PHASE I REPORT.** Consultant will allow 1-2 weeks for review by the City staff, followed by a conference call with Superlative's valuation experts to walk through our findings together. Subsequently, any feedback is incorporated and the document is finalized.

PHASE II SALES (12 months, recommended

minimum)

WEEKS 1 – 2

- **DEVELOPMENT OF SALES MATERIALS.** Consultant's design team will begin developing presentations, one-sheets and other sales materials using information obtained through the Phase I Valuation process, including audience demographics, proposed sponsorship value and images obtained through site visits and the City.
- **PIPELINE DEVELOPMENT.** Consultant's sales executives will work with the City's personnel to develop a database of sponsor contacts, to be reviewed and agreed upon by the City staff prior to Superlative making its first call.

WEEKS 3-4

- **INITIAL OUTREACH.** Consultant begins every new sales campaign with letters addressed to the C-Suite of prospect organizations. These letters are customized based on the prospect and contain hand-written notes. A general formatted letter is provided to the client ahead of time to allow for approval of the content of the outreach. The purpose of these letters is to introduce our firm as the exclusive sales agent representing the opportunity, provide an overview of the partnership goals and request an initial meeting.
- **PROSPECT FOLLOW UP.** After initial outreach letters are delivered, Consultant will follow up via phone and email. Throughout this process, Consultant will work to secure initial calls and

meetings with interested parties. Important to note, the initial outreach and follow up is always directed to the highest-ranking officials in an organization so that these transformative partnerships are properly vetted.

MONTHS 2-8

- **IN-PERSON MEETINGS AND SITE VISITS.** Consultant will assist the City to develop relationships and trust with prospective partners. In order to accomplish this, Consultant's Sales Executives frequently travel to market to meet with entities in-person and, when beneficial, conduct site visits. Additionally, at the right point in the process, we invite our clients to take part in these meetings; again, always with the goal to develop relationships and build commonalities for future partnerships.
- **MONTHLY REPORTING.** Consultant's sales executives will coordinate a regular conference call with the City's leadership to provide regular updates on progress made to date. Additional calls may be requested on an ad hoc basis as sponsor interest and pitch meetings are secured. Superlative will provide an updated sales report the City's review prior to the call.
- **NEGOTIATE AND COMPLETE NAMING RIGHTS & SPONSORSHIP AGREEMENTS.** As noted above, Consultant's valuation process determines not only the fair market value of each opportunity, but also the range of contract value obtained by similar organizations from corporate sponsors. With the City's approval, Consultant will open negotiations at the ceiling of this range, or higher, and secure partnerships within the parameters of contract value provided, beginning with the City's most valuable assets first.

MONTHS 9-12

- **CONTRACT DRAFT AND RED-LINING.** Consultant will employ in-house counsel to assist in the drafting and editing of all sponsorship agreements. With a deep portfolio of benchmark agreements, Consultant will draw on decades of experience in drafting sponsorship agreements that always seek to represent the best interest of our clients. As contract negotiations move forward, Consultant will be available to play an active or consultative role in the drafting or review of any pending agreement.
- **SOCIALIZING PENDING AGREEMENTS.** Consultant understands the unique nature of implementing significant, long-term agreements and will assist the City to take a proactive role in socializing the major elements of the agreements with key stakeholders. Consultant's Sales Executives will prepare briefing materials, conduct meetings, answer questions in order to fully explain the benefits of the partnership. We do this to ensure that pending agreements can be accepted and passed by governing boards, elected leaders or other leadership staff.
- **ACTIVATION AND IMPLEMENTATION.** Upon execution of a contract, Consultant remain invested in the activation process to ensure a seamless implementation of the partnership and that

there is a smooth transition in managing the relationship. Ultimately, all of the sponsorship agreements we bring forth are relationships between our client and the new partner; we take an active role to ensure that relationship gets off to a successful start.

PHASE III TRANSITION PLAN (9 months)

Following completion of Phase I and Phase II Services, Consultant will continue to execute the marketing plan to the terms and maximums of the Agreement unless amended to ensure the maximization of corporate sponsorships of the City's assets. The project team's plan will also outline programs at similarly situated municipalities, the advantages and disadvantages to the structure of those programs and why the proposed program positions the City of Riverside for success.

Phase I Services shall commence upon the Effective Date and shall expire, unless extended or sooner terminated, upon the three (3) month anniversary of the Effective Date (the "Phase I Term"). Consultant shall initiate Phase II Services following the expiration of the Phase I Term, and such Phase II Services shall continue, unless extended or sooner terminated, for a period of twelve (12) months (the "Phase II Term"). Phase III Services shall commence upon the expiration of the Phase II Term and shall continue, unless extended or sooner terminated, for a period of nine (9) months. The Parties further agree that the Parties shall have the right through written, mutual agreement, no later than sixty (60) days before the expiration of the Initial Term of this Agreement or any extended term, to renew and extend the Term of this Agreement for One (1) successive twelve (12) month period. The Initial Term and any modifications, extensions, or renewals shall be referred to herein as the "Term." If so agreed upon by the Parties, both Phase II Services and Phase III Services can be performed concurrently during the Phase III Term, with Consultant receiving Phase III consideration as set forth in Exhibit B. In the event this Agreement is extended in accordance with this Section 2, Consultant shall be entitled to Phase III consideration (as set forth in Exhibit B) for such extended period.

EXHIBIT "B"
COMPENSATION

As consideration to Consultant for the Services of Consultant as described herein, the City agrees to pay to Consultant as follows:

Phase I Asset Valuation Services: a professional services fee in the amount of Ninety-Six Thousand Dollars (\$96,000) ("the Professional Services Fee"). The Professional Services Fee shall be paid pursuant to the City's normal processes in two installments. The first installment shall be paid in the amount of Forty-Eight Thousand Dollars (\$48,000) upon completion of a kickoff meeting between the Parties and Consultant's delivery of a proposed report structure and information request to the City. The second installment shall be paid to Consultant in the amount of Forty-Eight Thousand Dollars (\$48,000) upon delivery by Consultant of the first draft of the valuation report in relation to the Assets (the "Valuation Report"); and

Phase II Program Implementation

- Twelve Thousand Four Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$12,468.75) per month for the Phase II Term ("Phase II Retainer") to be payable within the first five (5) days of each month immediately following the commencement of the Phase II Term; and
- Fifteen percent (15%) commission on Sponsorship Revenue; and

Phase III Transition Plan

- Eight Thousand Dollars (\$8,000) per month for the Phase III Term ("Phase III Retainer") to be payable within the first five (5) days of each month immediately following the commencement of the Phase III Term; and
- Fifteen percent (15%) commission on Sponsorship Revenue.

As used throughout this Agreement, "Retainer" shall include both the Phase II Retainer and Phase III Retainer.

Commissions Basis. Consultant's commissions shall be calculated based on Sponsorship Revenue. Consultant's stated commission rate for the term of this Agreement and Sponsorships negotiated herein is Fifteen Percent (15%).

Collection of Sponsorship Revenue. The City shall be solely responsible for and shall directly collect all Sponsorship Revenue. City will remit any commission owed on Sponsorship Revenue to the Consultant within thirty (30) days of receipt of Sponsorship Revenue. Any payments shall be made by check payable to "The Superlative Group, Inc." at the address set forth herein. At the time of payment to the Consultant, the City shall supply the Consultant with a statement showing the identity of the entity that made payment, the amount paid, the date of receipt, and the calculation of commission payable to the Consultant.

Travel Expenses: In addition to the consideration set forth in this Exhibit B, the City shall reimburse Consultant for all pre-approved travel and expenses at cost.

EXHIBIT “B”**Price Schedule**

PHASE I				
Task	Staff Job Title	Hourly Rate	Number of Hours	Total
Project Manager	Kyle Canter, COO	\$300	35	\$10,500
Valuation Lead	Justin Brodsky, Sen. Dir.	\$275	125	\$34,375
Valuation Specialist	Simon Hawkins, VP	\$250	109	\$27,250
Valuation Specialist	Noah Benzing, Manager	\$200	80	\$16,000
Valuation Analyst	Madisen Mandell, Manager	\$175	45	\$7,875
Total Cost of Phase I				\$96,000

PHASE II				
Task	Staff Job Title	Hourly Rate	Number of Hours	Total
Strategy Development	Myles Gallagher, CEO	\$300	80	\$30,000
Project Manager	Kyle Canter, COO	\$300	100	\$24,000
Sales Lead	Pat Nieser, Exec. VP	\$275	175	\$48,125
Outreach; management	Matt Korte, VP	\$250	150	\$37,500
Outreach; sales support	David Bartolome Martinez, Dir.	\$200	50	\$10,000
Total Cost of Phase II				\$149,625

PHASE III				
Task	Staff Job Title	Hourly Rate	Number of Hours	Total
Outreach; management	Matt Korte, VP	\$250	104	\$26,000
Outreach; sales support	David Bartolome Martinez, Dir.	\$200	80	\$16,000
Outreach; sales support	Sean Cain, Dir.	\$200	75	\$15,000
Outreach; sales support	Sean Gallagher, Dir.	\$200	75	\$15,000
Total Cost of Phase III				\$72,000

Subtotal:

TRAVEL (with prior City approval):

PROJECT STAFFING/HARD COSTS (THREE PHASES):

\$317,625

\$30,000

\$347,625

CONSULTANT SALES PERCENTAGE RATE (Gross)

CONSULTANT SALES PERCENTAGE RATE (Net)

_____0_____%

_____15_____%

NET REVENUE EXPENSES (Deductions from Gross)	
Description	Total
	\$
	\$
	\$
Total Deductions	\$

EXHIBIT “C”

KEY PERSONNEL

- 1. Myles Gallagher**, President and CEO
- 2. Kyle Canter**, Chief Operating Officer
- 3. Matt Korte**, Vice President

EXHIBIT "D"

CLARIFICATIONS

Definitions. As used in this Agreement, the following terms have the following meanings:

"Assets" means all marketable opportunities associated with the City's marketable assets.

"Sponsor" means each entity secured by the Consultant that subsequently enters into a "Sponsorship Agreement" with the City. If any entity, including any charitable corporate foundation related to any Sponsor, elects to make a contribution in support of the Assets and such contribution is directly related to Consultant's activities under this Agreement, then subject to the terms of the applicable Sponsorship Agreement, such entity making the contribution shall also be deemed a Sponsor and the contribution shall be deemed Sponsorship Revenue.

"Sponsorship Agreement" means those contracts or agreements, including renewals, extensions and modifications thereof, by which any entity enters to receive sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, seating, suites, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets.

"Sponsorship Revenue" means all amounts paid or payable by or on behalf of any entity as consideration for the right to receive any sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, seating, suites, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets, regardless of whether such amounts are paid during the term of this Agreement or during any period following the last day of the term of this Agreement, pursuant to:

- (a) Any Sponsorship Agreement which is executed with a Sponsor during the term of this Agreement;
- (b) Any Sponsorship Agreement which is executed within twelve (12) months following the expiration or termination of the term of this Agreement with any entity that was previously solicited by the Consultant to become a Sponsor and with which the Consultant had conducted good-faith discussions concerning the possibility of such entity becoming a Sponsor; and
- (c) Any renewal, extension or modification of any such contract or agreement described in subsections (a) and (b) immediately above and the "Assistance Request" paragraph below.

For the avoidance of doubt, Sponsorship Revenue shall include all amounts paid pursuant to the "Assistance Request" paragraph below.

If any entity set forth in this definition of Sponsorship Revenue shall provide the City with any "in-kind" consideration (for example, products, services, advertising commitments, etc.), then such in-kind consideration shall be considered "Sponsorship Revenue" and shall be commissionable to the Consultant at the rate described in Exhibit B. In-kind consideration shall be

valued at the valuation set forth in the relevant Sponsorship Agreement, or if there is no such valuation, at the fair market value thereof.

Assistance Request: If Consultant, upon the City's written request, assists the City in securing a Sponsorship Agreement with an entity that Consultant did not solicit, Consultant shall be entitled to the commission set forth in Exhibit B on Sponsorship Revenue for such Sponsorship Agreement.

Survival. Notwithstanding anything to the contrary herein, any and all consideration, as stated in Exhibit B, owed to Consultant pursuant to this Agreement that is derived from Sponsorship Revenue, and City's obligation to pay such consideration, shall survive the termination or expiration of this Agreement. Client's obligation to pay any Professional Services Fee and/or a Retainer Fee for Consultant services directly related to this Agreement shall also survive the termination or expiration of this Agreement, in the event that such payments have not been paid upon the termination or expiration of this Agreement.